



AGENDA

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

REGULAR MEETING
440 HARCOURT AVE (COUNCIL CHAMBER)
Thursday, May 1, 2025
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. PG&E COMMUNITY OUTREACH AND NOTIFICATION PROTOCOLS FOR PLANNED AND UNPLANNED SERVICE IMPACTS (JEREMY HOWARD, SENIOR REGIONAL MANAGER AND JAZMINE VENEGAS, CENTRAL COAST GOVERNMENT AFFAIRS REP.)

B. UPDATE ON PUBLIC WORKS PROJECTS (ANDREAS BAER, ASSISTANT PUBLIC WORKS DIRECTOR)

8. CONSENT AGENDA

A. APPROVE A PROCLAMATION RECOGNIZING MAY 23, 2025, AS NATIONAL POPPY DAY

RECOMMENDATION: Approve proclamation recognizing National Poppy Day.

B. APPROVE A FEE WAIVER REQUEST FROM THE VILLAGE PROJECT INC. FOR THE USE OF THE CITY'S MOBILE STAGE FOR THEIR FUNDRAISER ON SATURDAY, MAY 10, 2025

RECOMMENDATION: Approve the fee waiver request.

C. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD THREE PROFESSIONAL SERVICES AGREEMENTS IN THE AMOUNT OF \$300,000.00 EACH FOR ON-CALL ARCHITECTURE AND STRUCTURAL ENGINEERING PROFESSIONAL SERVICES FOR PROJECTS TO (1) ANDREW GOODWIN DESIGNS; (2) ROESLING NAKAMURA TERADA ARCHITECTS; AND (3) OMNI DESIGN

RECOMMENDATION: Adopt the resolution.

D. ADOPT A RESOLUTION APPROVING A BUDGET AMENDMENT OF \$200,000.00 IN MEASURE X FUNDS FOR THE CITYWIDE CDBG ADA CURB RAMP PROJECT FOR A TOTAL PROJECT BUDGET NOT-TO-EXCEED \$540,000.00 FOR CONSTRUCTION OF ADDITIONAL CURB RAMPS

RECOMMENDATION: Adopt a resolution approving a budget amendment of \$200,000.00 in Measure X funds from the Pavement Rehabilitation Fund to the Citywide CDBG ADA Curb Ramp Project for a total Project budget not-to-exceed \$540,000.00, and authorizing the City Manager to execute up to an additional \$200,000.00 for written amendments, extensions, and change orders.

9. PUBLIC HEARING

A. AN ORDINANCE AMENDING TITLE 2 ADMINISTRATION AND PERSONNEL OF THE SEASIDE MUNICIPAL CODE FOR THE PURPOSE OF UPDATING CHAPTERS REGARDING BOARDS AND COMMISSIONS, CORRECTING TYPOS, MISNUMBERED CODE SECTIONS, SENTENCE STRUCTURE, MISSING DEFINITIONS, CLARIFICATIONS, PROPOSED TEXT AMENDMENTS, COMPENSATION OF THE MAYOR AND CITY COUNCIL, AND MAKE APPROPRIATE FINDINGS. IN ACCORDANCE WITH CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES THE PROPOSED AMENDMENTS ARE EXEMPT PER 15061(B)(3) (SECOND READING - ROLL CALL VOTE)

RECOMMENDATION: Receive public comment and conduct the second reading:

1. Ordinance approving amendments to Title 2 regarding the increased compensation for the City Council.
2. Ordinance approving amendments to Title 2 regarding Board and Commissions;

- B. INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE AMENDING CHAPTER 15.04 BY ADDING SECTION 15.04.190 DESIGNATING FIRE HAZARD SEVERITY ZONES. THIS PROJECT IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO SECTION 15061(B)(3) OF THE CEQA GUIDELINES (FIRST READING - ROLL CALL VOTE)**

RECOMMENDATION: Recieve public hearing and conduct the first reading.

- C. ADOPT A RESOLUTION TO AMEND THE WEST BROADWAY URBAN VILLAGE SPECIFIC PLAN TO PROHIBIT THE SALES OF FIREARMS AND AMMUNITION WITHIN THE WEST BROADWAY URBAN VILLAGE. THIS PROJECT IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO SECTION 15061(B)(3) OF THE CEQA GUIDELINES**

RECOMMENDATION: Adopt the attached Resolution to amend the West Broadway Urban Village Specific Plan.

- D. INTRODUCTION OF AN ORDINANCE AMENDING CHAPTER 3.24 SECTION 121 OF THE MUNICIPAL CODE TO MODIFY PROCEDURES FOR ALLOCATING TRANSIENT OCCUPANCY TAX COLLECTED FROM SHORT-TERM RENTALS. THIS PROJECT IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO SECTION 15061(B)(3) OF THE CEQA GUIDELINES (FIRST READING - ROLL CALL VOTE)**

RECOMMENDATION: Receive public comment and conduct the first reading.

10. BUSINESS ITEMS

- A. ADOPT A RESOLUTION TO ESTABLISH A PROGRAM FOR THE ALLOCATION OF WATER FOR SMALL COMMERCIAL PROJECTS**

RECOMMENDATION: Approve the establishment of a program to allocate water to small commercial projects.

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

B. FOLLOW UP ON PREVIOUS REQUESTS

1. Pacchetti Dog Park 10th Anniversary Proclamation and event support (Miller)
2. Boards and Commissions Education and Awareness Campaign (Burks)

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

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

13. CLOSED SESSION

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

A. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE 54957.6

Agency Negotiators: Greg McDanel, City Manager; Samantha Sahkrani, Human Resources Director/Risk Manager

Employee Organizations: Seaside Police Officers' Association, Seaside Firefighters' Association, Seaside Public Safety Managers' Association, Seaside City Employees Association, Seaside Managers Employee Association, Non-Represented Non-Exempt Confidential Employees, Non-Represented Exempt Confidential Employees, Executive Employees, Unclassified Exempt Employees, and Unclassified Non-Exempt Employees

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 REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8:

Property: Golf Course Hotel parcel located at 1 McClure Way, Seaside, CA 93955

Agency Negotiators: City Manager and City Attorney

Negotiating Parties: City of Seaside and KDG

Under Negotiation: Price, Terms of Payment, or both

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

Monterey County Superior Court

Case Number: 24CV002483

Case Name: Landwatch and Center for Biological Diversity, et al. v. City of Seaside

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

Two Matters of Potential Litigation

14. ADJOURNMENT

*This meeting will be adjourned in the memory and honor of
Mrs. Chester Viola McClair*

Next Regularly Scheduled Meeting:

May 15, 2025

5:00 p.m.

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

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

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



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.A.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dominique Davis, City Clerk

DATE: May 1, 2025

**SUBJECT: APPROVE A PROCLAMATION RECOGNIZING MAY 23, 2025, AS
NATIONAL POPPY DAY**

RECOMMENDATION

Approve proclamation recognizing National Poppy Day.

BACKGROUND

National Poppy Day, observed on May 23, 2025, honors the sacrifice of those who have served and died in war. The red poppy, recognized as a symbol of remembrance, is distributed by the American Legion Auxiliary to encourage reflection on the cost of freedom and to support veterans and their families.

FISCAL IMPACT

N/A

ATTACHMENTS

1. National Poppy Day 2025
-

Reviewed for Submission to the City Council by:

A handwritten signature in black ink, appearing to read "G. McDanel", is written over a horizontal line.

Greg McDanel, City Manager

CITY OF SEASIDE PROCLAMATION



RECOGNIZING NATIONAL POPPY DAY May 23, 2025

WHEREAS, *America is the land of freedom, preserved and protected willingly and freely by citizen soldiers; and*

WHEREAS, *Millions who have answered the call to arms have died on the field of battle; and*

WHEREAS, *A nation at peace must be reminded of the price of war and the debt owed to those who have died in war; and*

WHEREAS, *The red poppy has been designated as a symbol of sacrifice of lives in all wars; and*

WHEREAS, *The American Legion Auxiliary has pledged to remind America annually of this debt through the distribution of the memorial flower; and*

WHEREAS, *by proclaiming May 23, 2025 as **POPPY DAY** and ask that all citizens pay tribute to those who have made the ultimate sacrifice in the name of freedom by wearing the Memorial Poppy on this day.*

NOW, THEREFORE BE IT PROCLAIMED, *Ian N. Oglesby Mayor of the City of Seaside, do hereby proclaim May 23, 2025, as **POPPY DAY** in the City of Seaside, symbolizing the City honor of the fallen and support the living who have worn our nation's uniform.*

*Ian N. Oglesby, Mayor
May 1, 2025*



CITY OF SEASIDE STAFF REPORT

Item No.: 8.B.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dan Meewis, Assistant City Manager
Kee Hyon Higgins, Recreation Supervisor

DATE: May 1, 2025

**SUBJECT: APPROVE A FEE WAIVER REQUEST FROM THE VILLAGE
PROJECT INC. FOR THE USE OF THE CITY'S MOBILE STAGE FOR
THEIR FUNDRAISER ON SATURDAY, MAY 10, 2025**

RECOMMENDATION

Approve the fee waiver request.

BACKGROUND

The Village Project Inc. is a non-profit organization, and they are requesting a fee waiver for the use of the City's mobile stage for their Emanyatta Program fundraiser. The fundraiser will be a Reggae concert that will be held outside the VFW on Saturday, May 10, 2025 from 4:00 PM - 9:30 PM. Their fundraiser is to raise money for a trip to Ghana, West Africa this summer for the youth who are enrolled in their Emanyatta Saturday School.

This is the first request from the Village Project, Inc. for a fee waiver for the use of the City's mobile stage.

FISCAL IMPACT

Should the City Council approve the request for a full fee waiver for the use of the mobile stage, the approximate fiscal impact is as follows:

<u>Public Works Set-up and Breakdown of the Mobile Stage</u>	<u>\$839.00</u>
TOTAL	\$839.00

ATTACHMENTS

1. Fee Waiver Village Project - Emanyatta Program 2025
 2. The Village Project, Inc - 501(c)(3)
-

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

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

CONTACT INFORMATION:

Organization: The Village Project, Inc.
Name of Applicant: Emanyatta Program - Regina Mason, Co-founder of The Village Project, Inc.
Address: 1069 Broadway Ave. City: Seaside State: CA, 93955
Phone: 831-392-1500 Email: village@villageprojectinc.org

EVENT INFORMATION:

Event Title: Reggae concert
Event Description: Emanyatta Program fundraiser for youth trip to Africa.
Event Date: May 10, 2025 Room(s) Requested: Stage (only)
Time (including set-up): 12:00 PM - 9:30 PM Approximate Number of Guests: 200

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: We are a non-profit 501c3 organization. The cost of the stage would impact the childrens ability to afford the trip to Africa.

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

What is your organization's tax identification number? 61-1562515

What percentage of your members or participants resides in Seaside? 85%

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: Regina Mason Date: April 22, 2025

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____ Date: _____

Notes: _____



POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

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

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

FEE WAIVERS FOR MEETING ROOMS

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

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

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

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

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

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

SEP 09 2008

Date:

THE VILLAGE PROJECT INC
C/O MEL MASON
1069 BROADWAY AVE
SEASIDE, CA 93955

Employer Identification Number:
61-1562515
DLN:
17053190321048
Contact Person:
KIM NGUYEN ID# 31525
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
May 14, 2008
Contribution Deductibility:
Yes
Advance Ruling Ending Date:
June 30, 2012
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

THE VILLAGE PROJECT INC

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,



Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Publication 4221-PC
Statute Extension

Letter 1045 (DO/CG)

Part X Public Charity Status (Continued)

- e 509(a)(4)—an organization organized and operated exclusively for testing for public safety. ☐
- f 509(a)(1) and 170(b)(1)(A)(iv)—an organization operated for the benefit of a college or university that is owned or operated by a governmental unit. ☐
- g 509(a)(1) and 170(b)(1)(A)(vi)—an organization that receives a substantial part of its financial support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public. ☒
- h 509(a)(2)—an organization that normally receives not more than one-third of its financial support from gross investment income and receives more than one-third of its financial support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions). ☐
- i A publicly supported organization, but unsure if it is described in 5g or 5h. The organization would like the IRS to decide the correct status. ☐

6 If you checked box g, h, or i in question 5 above, you must request either an **advance** or a **definitive ruling** by selecting one of the boxes below. Refer to the instructions to determine which type of ruling you are eligible to receive.

- a **Request for Advance Ruling:** By checking this box and signing the consent, pursuant to section 6501(c)(4) of the Code you request an advance ruling and agree to extend the statute of limitations on the assessment of excise tax under section 4940 of the Code. The tax will apply only if you do not establish public support status at the end of the 5-year advance ruling period. The assessment period will be extended for the 5 advance ruling years to 8 years, 4 months, and 15 days beyond the end of the first year. You have the right to refuse or limit the extension to a mutually agreed-upon period of time or issue(s). Publication 1035, *Extending the Tax Assessment Period*, provides a more detailed explanation of your rights and the consequences of the choices you make. You may obtain Publication 1035 free of charge from the IRS web site at www.irs.gov or by calling toll-free 1-800-829-3676. Signing this consent will not deprive you of any appeal rights to which you would otherwise be entitled. If you decide not to extend the statute of limitations, you are not eligible for an advance ruling. ☒

Consent Fixing Period of Limitations Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code

For Organization

Mel Mason
(Signature of Officer, Director, Trustee, or other authorized official)

MEL MASON
(Type or print name of signer)

CLINICAL DIRECTOR
(Type or print title or authority of signer)

6-30-08
(Date)

For IRS Use Only

Robert Clac
IRS Director, Exempt Organizations

SEP 09 2008

(Date)

- b **Request for Definitive Ruling:** Check this box if you have completed one tax year of at least 8 full months and you are requesting a definitive ruling. To confirm your public support status, answer line 6b(i) if you checked box g in line 5 above. Answer line 6b(ii) if you checked box h in line 5 above. If you checked box i in line 5 above, answer both lines 6b(i) and (ii). ☐

- (i) (a) Enter 2% of line 8, column (e) on Part IX-A. Statement of Revenues and Expenses. ☐
- (b) Attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount. If the answer is "None," check this box. ☐
- (ii) (a) For each year amounts are included on lines 1, 2, and 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each **disqualified person**. If the answer is "None," check this box. ☐
- (b) For each year amounts are included on line 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each payer, other than a disqualified person, whose payments were more than the larger of (1) 1% of line 10, Part IX-A. Statement of Revenues and Expenses, or (2) \$5,000. If the answer is "None," check this box. ☐

- 7 Did you receive any unusual grants during any of the years shown on Part IX-A. Statement of Revenues and Expenses? If "Yes," attach a list including the name of the contributor, the date and amount of the grant, a brief description of the grant, and explain why it is unusual. ☐ Yes ☒ No



State of California
Secretary of State

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 9 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

MAY 14 2008

Debra Bowen

DEBRA BOWEN
Secretary of State

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

THE VILLAGE PROJECT, INC.

FILE NUMBER: C3100002
FORMATION DATE: 05/14/2008
TYPE: DOMESTIC NONPROFIT CORPORATION
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is authorized to
exercise all of its powers, rights and privileges in the State of
California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of March 12, 2012.

Debra Bowen

DEBRA BOWEN
Secretary of State



CITY OF SEASIDE STAFF REPORT

Item No.: 8.C.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Thomas Korman, Public Works Director/City Engineer
Kirstin van Gend, Administrative Analyst II

DATE: May 1, 2025

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO
AWARD THREE PROFESSIONAL SERVICES AGREEMENTS IN
THE AMOUNT OF \$300,000.00 EACH FOR ON-CALL
ARCHITECTURE AND STRUCTURAL ENGINEERING
PROFESSIONAL SERVICES FOR PROJECTS TO (1) ANDREW
GOODWIN DESIGNS; (2) ROESLING NAKAMURA TERADA
ARCHITECTS; AND (3) OMNI DESIGN**

RECOMMENDATION

Adopt the resolution.

BACKGROUND

The City has active and pending projects that require technical assistance from Architecture and Structural Engineering firms. Having three firms available allows the City to provide these services in a timely manner.

Individual project task orders will be issued based on the firm's expertise, workload capacity, services to be performed, schedule requirements, and hourly rates submitted in their proposal. All task orders will be issued based on an agreed-upon, written scope of work, implementation schedule, and maximum fee arrangement negotiated on a project-by-project basis.

Selection of the best qualified firms was made in accordance with the City's Purchasing Ordinance. On January 16, 2025, a Request for Proposal was issued and advertised through the City website. In addition, notification emails were sent to firms who expressed interest in providing Architecture and Structural Engineering Services to the

City. Seven (7) proposals were received on February 21, 2025. A selection committee, consisting of 6 staff members from multiple departments, independently evaluated and ranked the proposals. After deliberations, the top three ranked firms are as follows:

Firm, Location

Andrew Goodwin Designs, San Luis Obispo, CA (Satellite office in Salinas,CA)
Roesling Nakamura Terada Architects, San Luis Obispo, CA
Omni Design, San Luis Obispo, CA

The proposed Professional Services Agreements would be managed by the Engineering Division, and On-Call Architecture and Structural Engineering would also be made available for use by other City Departments for funded projects.

Alternatives

Council could decide to not award these Architecture and Structural Engineering Professional Services Agreements and direct staff to issue requests for proposals for each project individually. However, this alternative is not recommended as there is a significant backlog of funded projects for which outside Architecture and Structural Engineering Services are required to augment City staff. Further, having pre-approved, on-call, as-needed firms readily available allow for more efficient and timely delivery of projects as multiple projects can be designed concurrently.

Environmental Determination

The City of Seaside determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA)(CCR, Title 14, Chapter 3 (CEQA Guidelines), Article 20, Section 15378). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project. Because the matter does not cause a direct or any reasonably foreseeable indirect physical change on or in the environment, this matter is not a project. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

FISCAL IMPACT

Fees for On-Call Architecture and Structural Engineering Services will be based on a project-by-project basis directly charged to individual project budgets. Each project is separately approved and budgeted by the Council. The City is under no obligation to expend any funds under these Professional Services Agreements.

ATTACHMENTS

1. Resolution
 2. Professional Services Agreement - Andrew Goodwin Designs
 3. Professional Services Agreement - Roesling Nakamura Terada Architects
 4. Professional Services Agreement - Omni Design
-

Reviewed for Submission to the City Council by:

A handwritten signature in black ink, appearing to read 'GM2P', is positioned above a horizontal line.

Greg McDanel, City Manager

RESOLUTION NO. 25-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AWARD THREE PROFESSIONAL SERVICES AGREEMENTS IN THE AMOUNT OF \$300,000.00 EACH FOR ON-CALL ARCHITECTURE AND STRUCTURAL ENGINEERING PROFESSIONAL SERVICES FOR PROJECTS TO (1) ANDREW GOODWIN DESIGNS; (2); ROESLING NAKAMURA TERADA ARCHITECTS; AND (3) OMNI DESIGN.

WHEREAS, the need exists for the City to obtain prompt professional Architecture and Structural Engineering Services; and,

WHEREAS, on January 16, 2025, the City issued a Request for Proposal (RFP) for On-Call Architecture and Structural Engineering Professional Services for projects within the City of Seaside and notified firms that specialize in this work, including those firms who had expressed interest, as well as those who had previously completed work for the City; and,

WHEREAS, on February 21, 2025, the City received seven (7) proposals from firms that perform this work; and,

WHEREAS, staff formed a selection committee to independently review and score each firm's proposal based upon specific criteria in the RFP; and,

WHEREAS, following deliberations, the selection committee determined that Andrew Goodwin Designs, Roesling Nakamura Terada Architects, and Omni Design were the best qualified firms; and,

WHEREAS, the firms will provide services on an on-call, as-needed, project-specific basis as defined by the City, and all task orders will have a defined scope, schedule, and fee arrangement that will be negotiated based on the hourly rate schedule included in the agreement; and,

WHEREAS, the City of Seaside determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA)(CCR, Title 14, Chapter 3 (CEQA Guidelines), Article 20, Section 15378). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project. Because the

matter does not cause a direct or any reasonably foreseeable indirect physical change on or in the environment, this matter is not a project. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby:

1. Awards Professional Service Agreements for On-Call Architecture and Structural Engineering Professional Services for Projects within the City of Seaside to Andrew Goodwin Designs, Roesling Nakamura Terada Architects, and Omni Design, for a term of one (1) year, with the option to extend for one (1) additional one year term, with an annual fee not to exceed \$300,000.00 each; and

2. Authorizes the City Manager, or his designee, to execute the Professional Services Agreements upon receipt of information required by the Request for Proposal (RFP) with any minor edits approved by the City Attorney.

3. The City Clerk is hereby authorized to make minor changes herein to address clerical errors, so long as substantial conformance of the intent of this document is maintained. In doing so, the City Clerk shall consult with the City Manager and City Attorney concerning any changes deemed necessary.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 1st day of May, 2025, 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
PROFESSIONAL SERVICE AGREEMENT FOR
NON- CONSTRUCTION PROJECT
ON-CALL ARCHITECTURE AND STRUCTURAL
ENGINEERING

This PROFESSIONAL SERVICE AGREEMENT (PSA) FOR NON-CONSTRUCTION PROJECT ("AGREEMENT"), is made and effective AS OF **May 1, 2025** between the City of Seaside ("AGENCY"), a municipal corporation and **Andrew Goodwin Designs, a corporation** ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This AGREEMENT shall commence on **May 1, 2025** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2026** unless sooner terminated pursuant to the provisions of this AGREEMENT.

II. SERVICES

CONSULTANT shall perform the tasks described and set forth in **Exhibit A** and **Exhibit D**, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in **Exhibit A** and **Exhibit D**. To the extent that **Exhibit E** is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing.

III. PERFORMANCE

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

IV. AGENCY MANAGEMENT

Agency's City Manager or his/her designee 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 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.

V. PAYMENT

- A. The AGENCY agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit A**, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **THREE HUNDRED THOUSAND DOLLARS (\$300,000.00)** 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 Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency 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. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefore.

VI. 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 5.

VII. 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 designee 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 or fails to present the AGENCY with a written plan for the cure of the default, 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.

VIII. 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 or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- B. Upon completion of, or in the event of termination or suspension of this Agreement, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer discs, and reports prepared by the Contractor under this Agreement shall become the sole property of 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.

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless AGENCY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify and hold harmless AGENCY shall not extend to the AGENCY's sole or active negligence.

B. 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 indemnity. 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.

X. 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.

XI. INDEPENDENT CONSULTANT

- A.*** CONSULTANT is and shall at all times remain as to the AGENCY a wholly independent consultant and/or independent contractor. 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.

XII. 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.

XIII. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure was 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 has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this Section shall be a material breach of this AGREEMENT entitling the AGENCY to any and all remedies at law or in equity.

XIV. 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.

XV. 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 ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the AGENCY, unless the AGENCY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the AGENCY of such Discovery. AGENCY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless AGENCY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such 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.

XVI. 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

To
CONSULTANT: Andrew Goodwin Designs
1238 Monterey Street
San Luis Obispo, CA 93401

XVII. 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, only CONSULTANT shall perform the services described in this AGREEMENT. **Andrew Goodwin, AIA, NCARB** may use assistants, under his/her direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide AGENCY fourteen (14) days' notice prior to the departure of **Andrew Goodwin, AIA, NCARB** 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. Before retaining or contracting with any CONSULTANT for any services under this AGREEMENT, CONSULTANT shall provide AGENCY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such sub-consultant which shall include and indemnity provision similar to the one provided herein and identifying AGENCY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from AGENCY for such insurance.

XVIII. 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.

XIX. 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.

XX. 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 and pertaining to the subject of this AGREEMENT or with respect to the terms and conditions of this AGREEMENT, 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.

XXI. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

CONSULTANT is bound by the contents of the Proposal, **Exhibit "A"** hereto and incorporated herein by this reference. In the event of conflict, the requirements of the Proposals and this AGREEMENT shall take precedence over those contained in the CONSULTANT's proposals. The incorporation of the CONSULTANT's proposal shall be for the scope of services to be provided only, and any other terms and conditions included in such proposal shall have no force and effect on this AGREEMENT or the relationship between CONSULTANT and/or AGENCY, unless expressly agreed to in writing.

XXII. 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.

*** Signatures on next page***

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

CONSULTANT

By: Andrew Goodwin Digitally signed by Andrew Goodwin
DN: C=US,
E=andrew@andrewgoodwin.us,
O=AGD, CN=Andrew Goodwin
Date: 2025.04.21 10:53:08-07'00' 4/21/2025
(signature) (date)

Andrew C Goodwin, AIA, NCARB - Owner and Architect

Name of Consultant

Greg McDanel
City Manager
City of Seaside

(date)

Attachments:

- Exhibit A – Scope of Work***
- Exhibit B – Payment***
- Exhibit C - Insurance Requirements***
- Exhibit D – Request for Proposal***
- Exhibit E – Consultant’s Proposal***

EXHIBIT "A"

SCOPE OF SERVICES

Consultant hereby agrees to provide to the City of Seaside, as the scope of services under this Agreement, the services described on City's Request for Proposal for On-Call Architectural and Structural Engineering Professional Services dated January 16, 2025 (Exhibit "D") which outlines the scope of services and work under this contract, and the approved Consultant's Proposal dated February 21, 2025 (Exhibit "E").

During the course of this Agreement, the City will identify tasks and ask the Consultant to prepare a task proposal which, at a minimum, will include: scope of work, "not-to-exceed" cost, and schedule. Additional tasks will be assigned as new exhibits to this contract, with each new task being sequentially as Exhibit A1, A2, A3, etc.

No Task may be assigned under this contract unless that project has been separately budgeted for and approved by the City Council. The City is under no obligation to expend any funds under this Contract unless it determines it is in the City's best interest to do so. The City is under no obligation to utilize the prequalification list for any particular project and may instead seek services for that project pursuant to the City's purchasing guidelines. When work is performed pursuant to the prequalification list established by this RFP and this Agreement, work will be performed on a rotating basis among the pre-qualified consultants, based on consultants' availability.

A Notice to Proceed will be issued by the City for each task under this Agreement. In case of any conflicting terms it is the express intent of the parties hereto that the order of precedence and controlling language shall be as follows:

- 1) this Agreement;
- 2) the City's Request for Proposal;
- 3) the Consultant's proposal.

EXHIBIT "B"

PAYMENT

I. Progress Authorization

Written authorization to proceed from the City authorizes the Consultant to generate the not-to-exceed cost of **\$300,000 per contract and \$75,000 per assigned task.**

II. Invoice procedure.

- A. Payment shall be at the conclusion of the Assigned Task based on the billable charges.
- B. The Consultant shall present the bill for charges by the second day of the month.
- C. The Consultant's bill shall be substantiated by appropriate documentation, and include an itemized listing of personnel, subConsultants, and other direct costs incurred.

III. Maximum billable amounts

Under no circumstance shall the total of all payments to the Consultant exceed ninety percent (90%) of the maximum "not-to-exceed" cost, prior to acceptance by the City of all items to be completed as noted within Exhibit "A" or any Assigned Task.

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.

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

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

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

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

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

City of Seaside



REQUEST FOR PROPOSALS

On-Call Architectural and Structural Engineering Professional Services

ISSUING OFFICE: City of Seaside
Public Works Department
440 Harcourt Avenue
Seaside, CA 93458

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PUBLIC NOTICE

REQUEST FOR PROPOSALS

Request for Proposals (RFPs) must be received by the Public Works Department, no later than 5:00 p.m., February 21st, 2025 via PlanetBids.

Architectural and Structural Engineering Professional Services

No proposer shall discriminate in employment practices on the basis of race, color, national origin, ancestry, disability, gender, or religion.

No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any matter leading to the award of contract.

The right is reserved by the City of Seaside to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted, and to award the contract according to the proposal which best serves the interests of the City.

Dated this 16th day of January 2025 at Seaside, California.

By: Thomas Korman, P.E., P.L.S. Public Works Director/ City Engineer

City of Seaside, California

Publication Date: January 16, 2025

SECTION 1
INSTRUCTIONS AND CONDITIONS

1.1 Project Description

The City of Seaside ("City") is seeking proposals from qualified firms or individuals to provide On-Call Civil Architectural and Structural Engineering Services. The scope of on-call architectural and structural engineering work shall include, but not be limited to, the full range of services typically required to perform architecture and structural engineering services within the City. This RFP is subject to the requirements of Purchasing Guidelines for the City of Seaside. This solicitation is not intended to create an exclusive service agreement and multiple contracts may be awarded.

The City is seeking professional architectural and structural engineering services for mid-size projects with a focus on renovations and modifications to existing facilities, including but not limited to: office buildings, community center, outdoor park structures, and site work. In addition, the City is seeking Architectural services specializing in the preservation and rehabilitation of California's historic structures and fully versed in the Secretary of the Interior's Standards as well as, the State of California's Historical Building Code and their implications on individual projects.

Proposals will be considered only from Consultants who can demonstrate the following minimum qualifications:

1. Consulting firm is licensed to practice architecture in the State of California, and is able to effectively provide the required professional services.
2. The individual or individuals or sub-consultants who will be assigned the responsibility to projects shall have significant experience in design and construction consulting within the last five years in the State of California.
3. Consultant and staff shall be knowledgeable of all applicable building codes, American with Disabilities Act / Facilities
4. Experience in with building conservation, historic preservation, sustainability, and the interrelationship between older structures and community context.
5. Transition Plans, federal, state and local by-laws as applicable.
6. Firms shall be able to meet the schedule set by City of Seaside Department of Public Works

The selected consultant will provide the full range of services including the performance of various capital projects or other public works related projects within the City.

Task orders will be created under a Master Agreement and may include, but are not limited to, work within the public right-of-way, parks, buildings and grounds or to act as an extension of City staff.

Tasks may consist of full design, from conception to construction, or be of a very limited nature.

Each task will be based upon an agreed upon scope, schedule, and “not-to-exceed” cost.

An individual task order will be created under this Master Agreement for the completion of each task.

Terms of Work:

- A. The term of the agreement will be for an initial one (1) year period and will include an option for two (2) annual extensions which will occur automatically unless terminated in accordance with the contract. The total term of this Agreement will not exceed three (3) years.
- B. The aggregate not-to-exceed fee for all tasks provided during the initial two-year term of the Agreement shall be \$300,000.00. No task may be awarded pursuant to this contract that exceeds \$75,000. Tasks estimated to cost over \$75,000 require a separate RFP.
- C. During the course of the Agreement the City will identify tasks and ask the Consultant to prepare a task proposal, which, at minimum, will include:
 - a. scope of work
 - b. schedule, and
 - c. “not-to-exceed” cost based on the scope of work, with a hard not to exceed cost of \$75,000 per task.

A Notice to Proceed will be issued by the City for each task under this Agreement.

- D. All drawings, reports, data, computer files, specifications, calculations, and studies prepared by the Consultant shall become the property of the City, with all rights of ownership, including copyrights and reproduction of the same.

1.2 Information

Submit an electronic copy on or before 5:00 p.m., Friday, February 21, 2025. Proposers are directed to mail one (1) copy the consultant's schedule of fees submitted in a separate sealed envelope, post marked prior to the submission deadline.

For hand delivery, or mail delivery, please use the following address:

City of Seaside
Public Works Department – Engineering Division
440 Harcourt Avenue
Seaside, CA 93955

Unless otherwise directed, all communications regarding this Request for Proposals should be directed to the Public Works Department, via email at pwinfo@ci.seaside.ca.us

Any revisions to the Request for Proposal will be issued and distributed as Addenda. Proposers are specifically directed not to contact any other City personnel for meetings, conferences, or technical discussions related to this Request for Proposal. Failure to adhere to this policy may be grounds for rejection of proposal.

1.3 Important Notice

The City of Seaside will not be responsible for oral interpretations given by any City employee, representative, or others. Proposers are cautioned that any statements made that materially change any portion of the proposal documents shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued, the City will attempt to notify all prospective consultants. However, it will be the responsibility of each prospective consultant, prior to submitting its proposal, to determine if addenda were issued via PlanetBids, and to make such addenda a part of their proposal.

1.4 Definitions

1. "Agency" refers to the City of Seaside, an Agency established under the laws of the State of California.
2. "Days" refers to working days of the City of Seaside when used in context with Agency's bid protest procedures.
3. The terms "file" or "submit" refer to the date of receipt by Agency.
4. "Interested party" includes all bidders on the contract or procurement. The term may also include a subconsultant or vendor at any tier who shows

that it has a substantial economic interest in a provision of the Request for Proposals (RFP), or of the interpretation of such a provision.

5. "Local" as used herein refers to the County of Monterey and the State of California. When used in conjunction with the phrase "laws and regulations" it is construed to mean only those laws or regulations associated with the provision of public funds. It is not construed to include the purchasing and/or protest procedures used by either of the aforementioned entities.
6. "Request for Proposal" as used herein, also includes the term "offer" or "RFP" as used in the context of negotiated procurements.
7. "Administrator" or "Manager" as used herein refers to the project manager of the City of Seaside.

1.5 Contracting Agency

The City of Seaside will administer the contract resulting from this Request for Qualification.

1.6 Legal Responsibilities

All proposals must be submitted, filed, made, and executed in accordance with State of California and Federal laws relating to proposals for contracts of this nature, whether the same or expressly referred to herein or not.

1.7 Business Tax Certificate

Possession of a City of Seaside Business Tax Certificate is not required to submit a proposal in response to this invitation. However, Consultant shall be required to possess, at its own expense, a valid and current City of Seaside Business Tax Certificate prior to commencing work. Fee is based on gross receipts for all business transactions in the City of Seaside.

1.8 Withdrawal of Proposals

Any proposal may be withdrawn at any time prior to the time fixed in the public notice for the receipt of proposals only by written request filed with the City of Seaside Project Manager. The request shall be executed by the offeror or his duly authorized representative. The withdrawal of a proposal does not prejudice the right of the offeror to file a new proposal. No proposal may be withdrawn after the time fixed in the public notice for the receipt of proposals.

1.9 Rejection of Proposals

Failure to meet the requirements of the Request for Proposals (RFP) will be cause for rejection of the proposal. The City may reject the proposal if it is incomplete, contains irregularities of any kind, or is offered conditionally. The City reserves the right to reject any and all proposals without cause.

The proposal is to be prepared in such a way as to provide a straightforward, concise delineation of the information requested. Proposals which contain false or misleading statements, or which do not support an attribute or condition claimed by the proposer, may be cause for rejection of the proposal. If, in the sole opinion of the City, such information was intended to mislead the City in its evaluation of the proposal, it will be cause for rejection of the proposal.

1.10 Evaluation

Evaluation and selection of statement of qualifications will be based on the qualifications and evaluation criteria outlined in the RFP request. Brochures or other promotional presentations beyond that which is deemed sufficient to submit a complete and effective proposal are not desired. Elaborate artwork, expensive paper or binders, and expensive visuals are not necessary and will not affect the evaluation process.

The City of Seaside reserves the right to make the selection of a proposer based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipate initiative and ability of the proposer to perform the services set forth herein.

The City of Seaside reserves the right to reject any or all statement of qualifications, to waive any requirements, both the City's and those proposed by the proposer; to waive any irregularities or informalities in any proposal or the RFP process when it is in the best interest of the City to do so; to negotiate for the modification of any proposal with mutual consent of the proposer; to re-advertise for RFP proposals, if desired; to sit and act as sole judge of the merit and qualifications of the service offered; and to evaluate in its absolute discretion, the proposal of each proposer, so as to select the proposer which best serves the requirements of the City, thus providing that the best interest of the City will be served. The proposer's past performance, and the City's assurance that each proposer will provide service as proposed, will be taken into consideration when statement of qualifications are being evaluated.

The City may make such investigation as it deems necessary to determine the ability of a proposer to furnish the required services, and the proposer will furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the City that such proposer is properly qualified to carry out the

obligations of a contract and to deliver the services contemplated herein or the service of any consultant who has previously failed to perform properly, or complete on time, contracts of a similar nature. Any material misrepresentation or material falsification of information provided to the City in the proposer's submission, or at any point in the evaluation process, including any interview conducted, is grounds for rejection of the proposal. In the event that the misrepresentation or falsification is not discovered until after any agreement is awarded, the agreement may be terminated at that time. A determination as to whether a misrepresentation or falsification of the submission is material shall be made solely in the exercise of the City's sole discretion. The City expressly reserves the right to reject the proposal of any consultant who is in default on the payment of taxes, licenses, or other monies due the City of Seaside.

The City reserves the right to conduct a background inquiry of each proposer which may include the collection of appropriate criminal history information, contractual and business associations and practices, employment histories, and reputation in the business community. By submitting a statement of qualifications to the City, the proposer consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

1.11 Pricing Guidelines

Proposers shall provide proposed fees and cost information as a part of this RFP. Fee schedules submitted in response to this RFP shall identify hourly rates and be no higher than the proposer's standard commercial rates for same services. Fees submitted may be used as a basis of negotiation with the successful consultant.

1.12 Proprietary Information

The proposals received shall become the property of the City of Seaside and are subject to public disclosure. Proposers are to indicate any restrictions on the use of data contained in their responses. Those parts of a proposal which are defined by the bidder as business or trade secrets, as that term is defined in California Government Code, Section 6254.7, and are reasonably marked as "Trade Secrets", "Confidential" or "Proprietary" shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most or all, of their proposal as exempt from disclosure may be deemed non-responsive.

1.13 Tentative Selection Schedule

Issuance of RFP	January 16, 2025
Question Submission deadline	5:00 p.m., February 7, 2025
Submission deadline	5:00 p.m., February 21, 2025
Council Award of contract	March 20, 2025 (tentative)

SECTION 2

OVERVIEW

PROJECT OVERVIEW

2.1 Introduction

The City of Seaside, Public Works Department, invites perspective consultants to submit Proposals to perform on-call Architectural and Structural Engineering Professional Services.

If used, subconsultant qualifications should be listed and the Public Works Department would like to see subconsultant key staff individual resumes, their placement on the organization chart, and subconsultant firm project experience.

2.2 Term of Contract

The term of the agreement will be for an initial one (1) year period and will include an option for two (2) annual extensions which will occur automatically unless terminated in accordance with the contract. The total term of this Agreement will not exceed three (3) years.

2.3 Scope of Work

See Section 4, Attachment A – Scope of Work.

2.4 Selection and Evaluation Factors

Successful consultants shall be selected by the City of Seaside on a rational basis. Evaluation factors outlined below shall be applied to all eligible responsible and responsive proposers in comparing proposals.

A proposer may be selected without discussion after Statement of Qualifications are received. Therefore, proposals should be submitted on the most favorable terms.

- A. Evaluation Criteria. An evaluation committee of City staff personnel will review and evaluate all proposals received by the due date based on the following criteria:

- a. Ability to Design an Approach and Work Plan to Meet the Project Requirements. An assessment of the overall quality of the proposal. Qualities and indicators that will receive consideration include the proposer's performance in converting the Scope of Work into a work plan; the detail and clarity of the discussion as to the proposer's approach to undertaking the project; the proposer's performance in identifying any special problems or concerns which may be associated with the project

and preliminary ideas about how these obstacles should be addressed; the inclusion of any unique approaches which are designed to save time and money or increase the benefits or effectiveness of the proposed work; the demonstrated ability to work with governmental bodies; and a full understanding of applicable laws or regulations that relate to the project.

- b. Ability of the Proposer to Carry Out and Manage the Proposed Project. An assessment of the past experience of the organization in general. Qualities and indicators that will receive consideration include the number and types of projects the organization or its employees have completed; the variety of projects completed and a demonstration of the organization's ability to undertake this project; the general level of experience in the areas of supervision, observing and monitoring projects; the organization's ability to realize timetables and quality control objectives; and the demonstrated general ability to bring about a successful completion of the projects under the proposer's direction.
- c. Staff: An assessment of the perceived ability of each organization to devote the necessary human resources and management attention to the project. Do the qualifications of key personnel to be assigned to the project coincide with project's requirements? Do assigned personnel and subconsultant personnel have requisite education, experience, and professional qualifications and licenses?
- d. Familiarity with Locality: Does the firm have familiarity with the City required to successfully complete the project? How close are the firm's permanent offices to the City of Seaside?
- e. Willingness to Comply with the Proposed Agreement Terms. A sample agreement is attached as Section 3. Proposals will be rated based on any exceptions taken to the proposed agreement.
- f. Reputation: Are the firm's references from past clients and associates favorable; and, does the firm show financial and operational stability?

B. Procedures

- a. At the completion of the review process, proposers will be ranked based on the Evaluation Criteria described in section VIII.A above. The City will select the highest ranked firm or, at City's option, the most highly qualified firms will form a "shortlist."
- b. Should the City elect to establish a "short list," firms on the short list may be asked to formally present their proposal in or via remote teleconferencing and respond to interviewer questions. The interview

panel will be the evaluation committee. The presentation and interview session will not exceed one hour per proposer. Following presentations/interviews, the evaluation committee will complete its ranking.

- c. Upon completion of the rankings, fee negotiations will commence with the highest ranked firm. If the fees are mutually agreed upon after negotiations, an agreement will be placed on a City Council agenda for approval consideration. If fee negotiations are unsuccessful with the highest ranked firm, that firm will be excused, and the fee schedule of the next highest ranked firm will be negotiated.
- d. It is anticipated that any award of an agreement for services will be made by the City Council within 90 days of proposal submission.

2.5 Inquiries

Inquiries must be submitted via PlanetBids. City shall issue any necessary clarification in writing to all proposers. Proposers should not rely on verbal discussion in lieu of written communication. Failure to adhere to this requirement could render the proposal non-responsive.

2.6 Contract Incorporation

Proposer should be aware that the City of Seaside's attached "agreement" shall become the actual contract document. The terms and conditions defined in Section 3 are to be used as a basis for a contemplated contract. Any modifications to this recommended sample contract will require prior negotiations and approval of the City. Failure of a proposer to accept this obligation may result in the rejections of its proposal or cancellation of any award.

2.7 Negotiations

The City of Seaside reserves the right to negotiate all elements which comprise the proposal to ensure the best possible consideration for all concerned.

2.8 Proposal Format

Proposals must follow the format outlined in Section 4, Attachment B – Proposal Requirements and all requested information must be supplied. Failure to submit a complete Proposal in the required format shall be considered non-responsive.

SECTION 3

AGREEMENT



CITY OF SEASIDE
PROFESSIONAL SERVICE AGREEMENT FOR
NON- CONSTRUCTION PROJECT
[INSERT PROJECT TITLE]

This PROFESSIONAL SERVICE AGREEMENT (PSA) FOR NON-CONSTRUCTION PROJECT ("AGREEMENT"), is made and effective AS OF [insert date] between the City of Seaside ("AGENCY"), a municipal corporation and [insert consultant], [a sole proprietorship, partnership, limited liability partnership, corporation] ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This AGREEMENT shall commence on [insert date] are completed, but in no event later than [insert date] unless sooner terminated pursuant to the provisions of this AGREEMENT.

II. 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. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing.

III. PERFORMANCE

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

IV. AGENCY MANAGEMENT

Agency's City Manager or his/her designee 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 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.

V. PAYMENT

A. The AGENCY agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **[total amount of contract--\$\$\$]** 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 Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency 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. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefore.

VI. 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 5.

VII. 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 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 designee 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 or fails to present the AGENCY with a written plan for the cure of the default, 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.

VIII. 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 or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- B. Upon completion of, or in the event of termination or suspension of this Agreement, all finished or unfinished documents, data, studies, surveys, [project name]

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.

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless AGENCY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify and hold harmless AGENCY shall not extend to the AGENCY's sole or active negligence.

B. 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 indemnity. 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.

X. INSURANCE

CONSULTANT shall maintain prior to the beginning of and for the duration of this AGREEMENT insurance coverage as specified in Exhibit B attached to and part of this AGREEMENT.

XI. INDEPENDENT CONSULTANT

- A. CONSULTANT is and shall at all times remain as to the AGENCY a wholly independent consultant and/or independent contractor. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT

[project name]

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.

XII. 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.

XIII. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure was 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 has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this Section shall be a material breach of this AGREEMENT entitling the AGENCY to any and all remedies at law or in equity.

XIV. 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.

XV. 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 ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the AGENCY, unless the AGENCY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the AGENCY of such Discovery. AGENCY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless AGENCY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such 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.

XVI. 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

To [name]
CONSULTANT: [address]
 [city/state/zip code]

XVII. 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, only CONSULTANT shall perform the services described in this AGREEMENT. **[consultant name]** may use assistants, under his/her direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide AGENCY fourteen (14) days' notice prior to the departure of [Insert name] 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. Before retaining or contracting with any CONSULTANT for any services under this AGREEMENT, CONSULTANT shall provide AGENCY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such sub-consultant which shall include and indemnity provision similar to the one provided herein and identifying AGENCY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from AGENCY for such insurance.

XVIII. 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.

XIX. 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.

XX. 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 and pertaining to the subject of this AGREEMENT or with respect to the terms and conditions of this AGREEMENT, 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.

XXI. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

CONSULTANT is bound by the contents of the Proposal, Exhibit "A" hereto and incorporated herein by this reference. In the event of conflict, the requirements of the Proposals and this AGREEMENT shall take precedence over those contained in the CONSULTANT's proposals. The incorporation of the CONSULTANT's proposal shall be for the scope of services to be provided only,

and any other terms and conditions included in such proposal shall have no force and effect on this AGREEMENT or the relationship between CONSULTANT and/or AGENCY, unless expressly agreed to in writing.

XXII. 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

By: _____
(signature)

Name of Consultant

(name)
(City Manager)
(City of Seaside)

Attachments:
Exhibit A - Proposal
Exhibit B – Payment
Exhibit C - Insurance Requirements

EXHIBIT "A"

SCOPE OF SERVICES

Consultant hereby agrees to provide to the City of Seaside, as the scope of services under this Agreement, the services described on City's Request for Proposal for On-Call Architectural and Structural Engineering Professional Services dated _____ (Exhibit "D") which outlines the scope of services and work under this contract, and the approved Consultant's Proposal dated [insert date] (Exhibit "E").

During the course of this Agreement, the City will identify tasks and ask the Consultant to prepare a task proposal which, at a minimum, will include: scope of work, "not-to-exceed" cost, and schedule. Additional tasks will be assigned as new exhibits to this contract, with each new task being sequentially as Exhibit A1, A2, A3, etc.

No Task may be assigned under this contract unless that project has been separately budgeted for and approved by the City Council. The City is under no obligation to expend any funds under this Contract unless it determines it is in the City's best interest to do so. The City is under no obligation to utilize the prequalification list for any particular project and may instead seek services for that project pursuant to the City's purchasing guidelines. When work is performed pursuant to the prequalification list established by this RFP and this Agreement, work will be performed on a rotating basis among the pre-qualified consultants, based on consultants' availability.

A Notice to Proceed will be issued by the City for each task under this Agreement. In case of any conflicting terms it is the express intent of the parties hereto that the order of precedence and controlling language shall be as follows:

- 1) this Agreement;
- 2) the City's Request for Proposal);
- 3) the Consultant's proposal.

EXHIBIT "B"

PAYMENT

I. Progress Authorization

Written authorization to proceed from the City authorizes the Consultant to generate the not-to-exceed cost of **\$300,000 per contract and \$75,000 per assigned task.**

II. Invoice procedure.

- A. Payment shall be at the conclusion of the Assigned Task based on the billable charges.
- B. The Consultant shall present the bill for charges by the second day of the month.
- C. The Consultant's bill shall be substantiated by appropriate documentation, and include an itemized listing of personnel, subConsultants, and other direct costs incurred.

III. Maximum billable amounts

Under no circumstance shall the total of all payments to the Consultant exceed ninety percent (90%) of the maximum "not-to-exceed" cost, prior to acceptance by the City of all items to be completed as noted within Exhibit "A" or any Assigned Task.

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.

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

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

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

Umbrella or excess liability insurance. [Optional depending on limits required].

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

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

SECTION 4

ATTACHMENTS

ATTACHMENT A – SCOPE OF WORK

Architectural and Structural Engineering

TYPICAL SERVICES REQUIRED

The required services and abilities required to successfully perform geotechnical engineering and testing services on the project types listed above include but are not limited to:

1. Building Design: Professional and efficient development of new construction or renovation plans that successfully resolve a client's space planning and design requirements.
2. Facility/Building Analysis/Existing Conditions Report: Evaluation of an existing building including components such as walls, windows, roofs, floor plans, room layouts, building science audits and equipment resulting in a summary report of the findings.
3. Code Analysis: Project-specific review of applicable codes including building codes, accessibility standards, energy standards, local zoning ordinances, land use plans, and other regulations.
4. Energy-Efficiency Assessments: Review of building components, insulation levels, heating and lighting systems, and operational features to assess current performance levels and opportunities for energy savings.
5. Feasibility Study with Cost Estimating: A report outlining options and associated costs for potential solutions to a stated project goal, for example, change of use for an existing structure. Often includes basic drawings or sketches explaining the solutions.
6. Space Planning: Graphic study showing arrangement of spaces, room layouts, and activities making up a floor plan. Studies will show room dimensions, shapes, number and types of spaces, and relationships (adjacencies) for all desired spaces. Multiple arrangements can be developed and evaluated for efficiency and functional success.
7. Site Planning: Development of site plan options showing boundary lines, potential development boundaries, building location(s), pedestrian access, sidewalks, parking, landscaping, lighting, surrounding context and other features.
8. Permitting: Production of drawings and permit applications necessary to submit for zoning or building permits. May include formal presentations to review boards or informal negotiation with regulators, zoning/planning administrators, fire marshals, and other officials.
9. Consultant Selection/Construction Administration Assistance: Professional and experienced assistance with the selection of qualified General Consultants or Construction Managers. This may include the preparation of competitive bid packages, review of bids, recommendations for award of bids, preparing owner-Consultant agreements, and construction administration.

10. Creative, Artistic & Technological Design: Imaginative, functional and aesthetic solutions to a client's stated needs. Assistance with envisioning new, creative solutions to problems that have been difficult to solve.

Other services provided by architects:

- Historic preservation research, evaluation and design
- Existing building measurement; preparation of existing building drawings
- As-Built record drawings documenting existing or recently completed work
- Master planning research and analysis
- Cost estimating related to design options
- Project information surveys
- Design team and process/integration management
- Conceptual design and regional/cultural context
- Sustainability and energy use/production analysis and design
- Water and wastewater use analysis and design
- Project programming, pre-design planning
- Rating system (LEED, WELL, Passive House, etc.) coordination and management
- Space utilization, functionality, economic and pre-design analysis
- Indoor air quality and interior analysis
- Interior design
- Accessibility reviews and design
- Site selection, studies and design
- Land use analysis and design
- Landscape design
- Specifications writing, bid package preparation
- Consultant coordination and management
- Construction administration, time, cost and quality management
- Public hearing and data collection assistance
- Consultant bidding, negotiation, contract and process assistance to the owner
- Project-related public agency coordination and management
- Illustration rendering and 3D design modeling

ATTACHMENT B – PROPOSAL REQUIREMENTS

- A. Proposals shall be a maximum of 30 individual pages.
- B. All proposals shall include the following minimum information:
 - a. Cover letter of interest. Please identify the location of the key individuals who will be assigned to work on this agreement.
 - b. Firm Background. Brief description of your firm's history, capabilities, and target markets.
 - c. Management and Team Members. Provide a description of the team/consultant organization, and a work plan that identifies the personnel to be assigned to each task. The organization description should clearly identify who will be the project manager and the day-to-day contact person for the job. Include relevant experience of the team members who will be assigned to the project.
 - d. Subconsultants. A list of subconsultants to be used, if any, and their expertise as called for in Item 1, above.
 - e. Scope of Work. A description of methodology, techniques, and procedures for each of the scope of work items with an explanation of how the proposer plans to approach the tasks and the steps that will be taken to complete the task including analytical methods and tools. Proposers must demonstrate that they understand the magnitude and importance of each individual task. If appropriate, tasks should be organized into phases constituting measurable deliverables.
 - f. Organization Qualifications. Provide an outline of the organization qualifications indicating relevant background experience and capabilities for this work. A list of major projects, both ongoing and planned, to which the organization is committed during the time frame of this project should also be provided. Include the staff resources devoted to those projects and the status of the projects.
 - g. Project Experience. Describe at least three specific projects that the firm and proposed key personnel have worked on within the past five years, including client contact names, telephone numbers, and email addresses. If your firm has completed similar projects without the involvement of the proposed key personnel, please note this in your proposal.

- h. Sample Plans. Provide sample plans completed recently for a public agency (2 sheets maximum, 11"x17" maximum size sheet).
- i. Project Management. Provide a description regarding how work is scheduled, prioritized, and what structures are in place to ensure your firm meets project time lines.
- j. References. Provide at least three (3) client references with phone numbers for relevant work. Specify the client, location, consultant firm members and participating individuals and their roles on team (principal, project director, etc.), type of work, implementation results or status, examples of work, and other relevant information as needed.

Your proposal should elaborate on all services your firm offers, even if not specifically asked for in this RFP. If appropriate, identify the number of staff assigned to each of the service areas and summarize their individual qualifications.

C. Fee Schedule

A fee schedule shall be submitted by mail as a part of this RFP in a separate sealed envelope per the instructions above.

Fee schedules submitted in response to this RFP shall identify hourly rates and be no higher than the proposer's standard commercial rates for same services.

Fees submitted may be used as a basis of negotiation with the successful consultant.

Include an hourly rate for each category of employee (i.e., Principal, Technician, etc.) and fees for applicable direct costs (blueprint, reproduction, etc.).

No "mark-up" will be allowed for direct costs.

If applicable, per diem shall be billed at a maximum of the GSA rate and mileage shall be billed at the IRS mileage rate in place at the time of billing.

No "mark-up" will be allowed for per diem or mileage. Sub-consultant services are to be billed at cost plus ten percent (10%) maximum.

City of Seaside



REQUEST FOR PROPOSALS

Addendum No. 1

On-Call Architectural and Structural Engineering Professional Services

February 10, 2025

Issuing Office:

City of Seaside

Public Works Department – Engineering Division

440 Harcourt Avenue

Seaside, CA 93955

REQUESTS FOR INFORMATION: Questions and Answers

1. As noted in item 6 of the project description minimum qualifications, is there a proposed schedule or sample schedule available for review for the proposed projects?

ANSWER: There is no proposed schedule or sample schedule available for review for the proposed projects at this time.

2. Please confirm whether or not a funding source for these projects has been identified and if they are subject to any grant requirements, i.e. ARPA, BABA, etc?

ANSWER: No particular funding source has been identified at this time.

3. Regarding item "B.e" in the Proposal Requirements section, please advise if providing a general project approach is acceptable as this RFP contains many diverse project types?

ANSWER: Yes, a general project approach is acceptable.

4. Please confirm that Item C "Fee Schedule" in the Proposal Requirements is just limited to a bill rate list by department/title as there is not a defined scope of work.?

ANSWER: Yes, confirming that the Fee Schedule is just limited to a bill rate sheet.

City of Seaside



REQUEST FOR PROPOSALS **Addendum No. 2**

On-Call Architectural and Structural Engineering Professional Services

February 11, 2025

Issuing Office:

City of Seaside

Public Works Department – Engineering Division

440 Harcourt Avenue

Seaside, CA 93955

REQUESTS FOR INFORMATION: Questions and Answers

1. Is looking for proposals from individual disciplines (e.g., structural engineering services only) or if a full team with multiple disciplines is required?

ANSWER: The City is looking for an Architecture and Structural Engineering team for this RFP.

EXHIBIT E
CONSULTANT'S PROPOSAL



RESPONSE TO REQUEST FOR PROPOSALS FOR THE **CITY OF SEASIDE**

ON-CALL ARCHITECTURAL AND STRUCTURAL ENGINEERING PROFESSIONAL SERVICES

ANDREW GOODWIN DESIGNS
1238 MONTEREY ST.
SAN LUIS OBISPO, CA 93401
(805) 439-1611
ATT: ANDREW GOODWIN, AIA
andrew@andrewgoodwin.us

ATTENTION:

CITY OF SEASIDE
THOMAS KORMAN, P.E., P.L.S. PUBLIC WORKS
DIRECTOR/CITY ENGINEER
PUBLIC WORKS DEPARTMENT
440 HARCOURT AVENUE
SEASIDE, CA 93458

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Andrew Goodwin Designs
1238 Monterey Street
San Luis Obispo, CA 93401
(805) 439-1611
andrew@andrewgoodwin.us



February 21st, 2025

City Of Seaside
Thomas Korman, P.E., P.L.S. Public Works Director/City Engineer
Public Works Department
440 Harcourt Avenue
Seaside, CA 93458

Re: City of Seaside On-Call Architectural and Structural Engineering Professional Services

Dear Thomas Korman and Selection Committee,

With this request for qualifications, the City of Seaside will build upon their dedication to improving the quality of life of the citizens of Seaside and the staff that work within the City's facilities. The architecture team of Andrew Goodwin Designs (AGD), a California S-Corporation, is excited to be a part of this future and the continued improvements that will occur over the coming years. Our team has partnered with numerous cities over the past five years and hope to help Seaside for years to come.

Throughout our partnership, you will have the confidence in knowing that one organized team will lead the way. Principal of AGD's San Luis Obispo Office, Andrew Goodwin, AIA, will be the Point of Contact while being supported by the experience of Senior Architect Michael DeMartini, AIA. Our office's civic team has over 40 years of combined experience in providing new and remodeled public projects around California. Our consultants have partnered with us on many civic projects over the past five years. We have a working relationship with all of these firms, and this means that our architecture/engineering team is ready to be put to work!

Recently, we have worked with many small government agencies on civic projects. This includes the Guadalupe Community Center at Le Roy Park and the Conejo Parks Community Center in Thousand Oaks. We also have a working relationship with the cities of Santa Maria, Porterville, and Camarillo as an on-call architect. We have done multiple projects in Camarillo over the past couple of years. This includes a current project to remodel the existing City Hall for the City of Camarillo.

Our local Central Coast experience is among the best for Seaside. We are a small firm that can be on-call for you at a moment's notice. Our firm leadership has been working in Monterey County for the past ten years, and in Santa Barbara and San Luis Obispo Counties for almost twenty years. We have a small satellite office in Salinas, and are excited to work in the Monterey Bay area more. Our hope is that we can touch more lives in Monterey County, and we want to be a bigger piece of Seaside's future.

We look forward to a wonderful partnership.

Sincerely,

A handwritten signature in black ink, appearing to be "AGD" or a stylized version of the name, written over a horizontal line.

Andrew Goodwin, AIA, NCARB
Principal Architect, Owner

B

FIRM
BACKGROUND

YEAR FOUNDED

2015

ORGANIZATIONAL STRUCTURE

California Corporation
EIN 3942961

Small Business Certification ID
2030513 (California)

OFFICE LOCATIONS

1238 Monterey Street
San Luis Obispo, CA (Headquarters)

311 N 2nd Street, Suite B
Porterville, CA (Central Valley Office)

SATELLITE OFFICES

Salinas, CA
Ventura, CA
Davis, CA

CORPORATE OFFICERS

Andrew Goodwin, President
Elyse Goodwin, Secretary/Treasurer
Alex Ceballos, Partner
*Above are owners as well

EMPLOYEES

16

SERVICES

Planning

Land Use Planning
Development and PreDesign
Space Planning
Community Engagement
Campus Master Planning
Facilities Master Planning

Architecture

Civic and Public Works
Parks and Recreation
K-12 Education
Retail
Housing
Hospitality
Office and Commercial

Design

Full-Scope Design Services
3D Modeling and Simulations
Sustainable Design
LEED Certification
Feasibility Studies
Branding
Visualization

COMPANY HISTORY

Andrew Goodwin Designs (AGD) is an architecture and design practice with a strong focus on sustainability and social impact. AGD has offices on the Central Coast and in the Central Valley of California, and our current work includes providing design and architecture services to clients primarily throughout California. AGD's company services include architecture, design, and planning with project types ranging from education, boutique commercial, hospitality, residential, and community/civic projects. AGD's work also allows our team to continue to provide pro-bono services to non-profits throughout the world when the need arises.

Our mission is to design projects that transform lives and living through a spirit of stewardship for our clients, communities, and the environment. We achieve our mission through stewardship of our talents, work, environment, and personal lives. We search for quality in our design and architecture that does not compromise our mission of stewardship.

AGD has received numerous awards including the AIA CA Norma Sklarek Award 2017, AIA Emerging Professionals Exhibit 2017 "Citizen Design", and numerous AIA CCC Citation Awards and Project of the Month Awards. In 2023, Andrew Goodwin, AIA was awarded the Young Architect Award by the AIA California Academy of Emerging Professionals for outstanding achievements in the first 10 years of being a licensed architect.

POINT OF CONTACT

Andrew Goodwin, AIA, NCARB, C34213

Owner/Principal Architect
1238 Monterey Street
San Luis Obispo, CA 93401
513.505.9373 (cell)
805.439.1611 x109 (office)
andrew@andrewgoodwin.us
andrewgoodwin.us

LENGTH OF EXPERIENCE

AGD's team for this proposal will include Principal Andrew Goodwin, AIA and Senior Architect Michael DeMartini, AIA. The two Architects on this project have over 40 years of experience providing design and architecture services for cities and municipalities.

Andrew Goodwin, AIA (Principal Architect) has worked as a lead designer, project manager, and project architect on libraries, city halls, community centers, and similar public buildings since 2007. Over the past ten years, he has led the design and architecture of the award winning Sunzu Yacu Community Center in Rwanda, the Conejo Community Center and Park in Thousand Oaks, and the Leroy Park Community Center in Guadalupe, California.

Michael DeMartini, AIA (QA/QC) has been working on public buildings since 2003. Over the past 10 years, he has been the lead Project Manager/Senior Architect for the Guadalupe LeRoy Park Community Center, the Conejo Community Park Center, Atascadero Public Library, and the Betteravia Government Center in Santa Maria.

C

MANAGEMENT AND TEAM MEMBERS

ORGANIZATION CHART



**ROLE**

Principal Architect/Quality Assurance and Control Architect

EDUCATION

Bachelor of Architecture,
California Polytechnic State University, San Luis Obispo

REGISTRATIONS

CA Registered Architect
C34213

ANDREW GOODWIN, AIA

Andrew is an architect, strategist, writer, and advocate with specialization in impact design for social change. He has over 16 years of experience which started with government and community projects in 2007. Andrew's architectural work includes municipal, private colleges, residential and commercial projects from San Francisco to Los Angeles and out to the Central Valley. He has worked on humanitarian design projects/consulting worldwide. Andrew is a NCARB Professional, is actively involved with the American Institute of Architects.

Andrew has provided architectural services for clients including:

TULARE COUNTY FOODLINK

Office Headquarters & Warehouse – New Building

CONEJO RECREATION AND PARK DISTRICT

Conejo Community Center and Park

CITY OF CAMARILLO

Needs Assessment of City of Camarillo City Hall

Remodel of City of Camarillo Corporate Yard Offices/Locker Rooms

CITY OF GUADALUPE

Transit Hub Remodel/Revitalization

Royal Theater – Preservation and Building Expansion

LeRoy Park – Community Center & Modernization

CITY OF LINDSAY

City of Lindsay Transit Center Design Development

City of Lindsay Transit Office and Mixed Use Design Development

CITY OF PORTERVILLE

City Hall Renovation

Tenant Improvement for Public Library

Parks and Public Bldg ADA Upgrades

Police Storage Unit Building

CITY OF SANTA MARIA

Public Works Annex Yard Remodel

Wastewater Treatment Facility Office Addition

Remodel of City of Santa Maria Library

County of SB Betteravia Bldg. D Addition*

Betteravia Government Center*

CITY OF ATASCADERO

Charles Paddock Atascadero Library Entry Building*

Charles Paddock Atascadero Library Restroom*

CITY OF LOMPOC

Charlotte's Web Library*

SUNZU YACU, RWANDA

Sunzu Yacu Community Center

**Work completed at previous firm*

**ROLE**

Senior Architect/Project Manager

EDUCATION

Bachelor of Architecture,
California Polytechnic State
University, San Luis Obispo

REGISTRATIONS

CA Registered Architect
C36625

MICHAEL DEMARTINI, AIA

Michael has been a local design professional for 28 years. His past experience includes a wide spectrum of design and project management for schools, municipalities, public agencies, and developers. He is experienced in obtaining city and county design approvals, project organization and management, lead management and production of construction documents and specifications, construction management and administration, cost estimating, bid negotiations, and performing on-site construction coordination. He has extensive technical and design experience.

Michael has provided architectural services for clients including:

CONEJO RECREATION AND PARK DISTRICT

Conejo Community Center and Park

CITY OF GUADALUPE

Transit Hub Remodel/Revitalization

Royal Theater – Preservation and Building Expansion

LeRoy Park – Community Center and Modernization

COUNTY OF SAN LUIS OBISPO

SLO County Library Restroom Remodel

Templeton Legion Hall Remodel

Health Annex Building Roof Replacement

Courthouse Roof Replacement

Sobering Center Remodel

Atascadero Library and One Stop Service Center

Community Development Space Evaluation

CITY OF LINDSAY

City of Lindsay Transit Center Design Development

CITY OF ATASCADERO

Unified School District, Phase 2 MOT

High School Master Plan

Girl's Locker Room/Roofing/HVAC

CITY OF PASO ROBLES

Library Needs Assessment and Program Development

Animal Shelter Study

City Park Restrooms

COUNTY OF SANTA BARBARA

County of SB Gov't Center, Board of Supervisors Bldg. and EOC

County of SB Betteravia Bldg. D Addition

Betteravia Government Center

CITY OF CAMARILLO

Needs Assessment of City of Camarillo City Hall

Remodel of City of Camarillo Corporate Yard Offices/Locker Rooms

D

SUB-CONSULTANTS



T&S STRUCTURAL (STRUCTURAL ENGINEERING)

T&S Structural provides comprehensive structural engineering services from conceptual planning onward, with a goal of delivering efficient, high-quality designs and seeing them through to the completion of construction. Based in California, our employee-owned firm boasts enthusiasm for and expertise in designing structural steel, concrete, masonry and timber projects. Our extensive resume includes custom residential, commercial, civic, healthcare, K-12, college/university, military, industrial, and energy/utility projects.

ADDRESS: 684 Clarion Court, San Luis Obispo, CA 93401

PHONE: 805.547.2000

EMAIL: michelle@tsstructural.com

KEY STAFF: Michelle McCovey Good, P.E., Principal and CEO, CA License #C65495



WALLACE GROUP (LANDSCAPE, CIVIL, SURVEY ENGINEERING)

A cornerstone of Wallace Group's reputation is working for the common good- planning, designing, as well as managing and administering the construction of public facilities. For forty years, this has been demonstrated through our work with cities and counties; enhancing their services through the design, construction and/or administration of public facilities. The company includes departments specializing in Landscape Architecture, Civil and Transportation Engineering, Water Resources, Construction Management, Mechanical Engineering, Planning, Public Works Administration, and

Surveying/GIS Solutions. Wallace Group employs over 70 staff in California, with offices in San Luis Obispo, Santa Barbara, and Salinas who all collaborate to make your project a success.

ADDRESS: 1 North Calle Cesar Chavez Street, Santa Barbara, CA 93101

PHONE: 805.544.4011

EMAIL: mattw@wallacegroup.us; BrettH@wallacegroup.us

KEY STAFF: Matt Wilkins, PLA, ASLA, APA, Director of Landscape Architecture, License #6398; Brett Hadley, PE, QSD/P, Senior Civil Engineer, License #80124



STONE CREEK ENGINEERING (ESTIMATOR)

Stone Creek Engineering has estimated over \$10B in construction work comprised of new construction, renovations, seismic upgrades, change order analysis, program budgeting, value engineering, claims analysis, and contractor negotiations.

Since its founding in 2011, Jeff has continued to expand the services and expertise of the firm by approaching each project as a learning experience. Stone Creek Engineering, Inc. has become a full-service Project Controls provider for commercial projects across the country.

ADDRESS: 1187 Vanderbilt Circle, Unit 6, Manteca, CA 95337

PHONE: 408.489.8853

EMAIL: jeff.threet@stonecreekengineering.com

KEY STAFF: Jeffrey Threet, Cost Estimator, License ASPE 2012



CHATTEL (HISTORIC PRESERVATION)

Chattel, Inc., owned and operated by principal historic architect Robert Chattel, is a consulting firm that provides solutions for historic properties. For over 30 years Chattel's staff of architects, historians, and planners has worked to get financial incentives like tax credits for rehabilitation projects. Chattel also helps governmental agencies and stakeholder groups identify important community resources and plan for their preservation. The regulatory world surrounding development projects can be complex, but Chattel has the skills and experience to streamline project review and achieve creative changes to historic properties. Chattel assist clients throughout the western United States from its Los Angeles office. Please read about the company's success stories at www.chattel.us.

ADDRESS: 13417 Ventura Blvd, Sherman Oaks, CA 91423

PHONE: 818.788.7954

EMAIL: robert@chattel.us

KEY STAFF: Robert Jay Chattel, Preservation Architect, License C27398



MICHELLE MCCOVEY-GOOD, P.E.

Michelle McCovey-Good is the Principal and CEO of T&S Structural. The quality of Michelle's work, engineering expertise, and level commitment led to a partnership in the firm. Michelle has over 25 years of experience in the engineering of residential, commercial, mixed use, industrial, historic rehabilitation, tenant improvement, and solar installation projects in numerous building system types and materials. Michelle is a licensed Professional Engineer in California as well as a number of other states. Michelle has a commitment to community and has served on the City of San Luis Obispo's Architectural Review Commission, the San Luis Obispo Chamber of Commerce Seismic Task Force, is a regular blood donor, and volunteers her time to serve on the Lumina Alliance Board, REACH Council and Hoopa Valley Tribe's Land Commission.

ROLE

Principal Engineer

EDUCATION

B.S. in Architectural Structural Engineering, California Polytechnic State University, San Luis Obispo

REGISTRATIONS

Professional Engineer: CA Lic. No. C65495



Michelle has provided the following services:

DESIGN AND SUPERVISION OF:

- High-end custom residential estates, tract residential, commercial, educational, medical, multi-phase wineries, mixed-use, and civic projects.
- Structural systems of concrete, masonry, steel, timber, tilt-up construction, sustainable design, Integrated Concrete Formwork (ICF), spancrete, Structural Insulated Panels (SIPs), Unreinforced Masonry (URM) Retrofit, T-Mass structural panels.
- Foundation systems including caissons, mat foundations, large scale retaining walls, multiple subterranean level garages.
- Multi-story apartments and condominiums, and hotels.
- Universities, secondary and primary education structures.
- Hillside Construction.
- Structural feasibility reports; structural observations during construction; seismic damage assessment reports.



JEFFREY D. THREET

Jeff Threet, founded Stone Creek Engineering, Inc. in 2011 to implement Project Controls that prioritize consistency and collaboration. Jeff is a registered Civil Engineer (State of CA), a LEED Accredited Professional (Legacy), and a Certified Professional Estimator (ASPE).

Jeff has estimated over \$10B in construction work comprised of new construction, renovations, seismic upgrades, change order analysis, program budgeting, value engineering, claims analysis, and contractor negotiations. Jeff has provided estimating services for education clients for building modernizations, HVAC/Electrical upgrades, new campuses, multi-year bond programs and everything in between. Costs range from \$50,000 to \$200,000,000.

ROLE

Construction Cost Estimation

EDUCATION

B.S. in Civil Engineering, San Jose State University

Masters of Science in Structural Engineering and Construction Management, Stanford University



Jeff has provided the following recent services:

LUTHER BURBANK SCHOOL DISTRICT

- New Kindergarten and General Purpose Classroom
- Transitional Kindergarten New Campus

MODESTO CITY SCHOOLS DISTRICT

- Classroom Modernizations

OAK GROVE SCHOOL DISTRICT

- Programmatic Budget Planning

SELMA UNIFIED SCHOOL DISTRICT

- Selma High School CTE Building
- Selma High School Stadium Modernization



MATT WILKINS, PLA, ASLA, APA

Matt is the Director of Landscape Architecture at Wallace Group. Having worked in inter-disciplinary groups throughout his career, Matt brings valuable knowledge of sustainability, transportation design, park design, landscape architecture, construction, and digital technology to the team. He is currently the Webmaster of the American Planning Academy Central Coast Section and a frequent presenter at national conferences, including ASLA (American Society of Landscape Architecture) where he's presented on park & recreation, transportation, mobility, and public infrastructure projects. With his passion for building a better tomorrow, Matt is dedicated to building better infrastructure for our communities.

ROLE

Landscape Engineer

EDUCATION

Bachelor of Landscape Architecture, California Polytechnic State University, San Luis Obispo

LICENSE

Professional Landscape Architect 6398

Matt has provided the following recent services:

RELEVANT PROJECT EXPERIENCE

- Santa Maria Sports Complex, Santa Maria, CA
- Ramona Park, Grover Beach, CA
- LeRoy Park & Community Center Rehab, Guadalupe, CA
- Phelan Community Park, San Bernardino County, CA
- Riverview Park, San Benito County, CA
- Laguna Lake Dog Park, San Luis Obispo, CA
- Ramsay Park, Watsonville, CA
- MLK Sculpture Garden, Marina, CA
- Sunnyside Park, County of San Benito, CA
- Sea Haven Park, Marina, CA
- Conejo Community Park, Thousand Oaks, CA*
- Royal Theater, Guadalupe, CA*

**Work Completed Prior to Joining Wallace Group*



BRETT HADLEY, PE, QSD/P

Brett joined Wallace Group in 2013 as a Licensed Professional Civil Engineer. He has over twelve years of engineering experience with an emphasis on Land Development engineering including residential, commercial, institutional and municipal. His project background covers site grading, and utility design. He is experienced in hydraulic and hydrologic modeling, water systems modeling, floodplain mapping, erosion control design, drainage reports, cost estimates and the production of development plans. Brett graduated with a Bachelor of Science in Civil Engineering from Brigham Young University and is a licensed civil engineer in the state of California.

Brett has provided the following recent services:

ROLE

Senior Civil Engineer

EDUCATION

Bachelor of Science in Civil Engineering, Brigham Young University, Utah

LICENSE

CA License #80124

OTHER RELEVANT PROJECT EXPERIENCE

- Ramona Park, Grover Beach, CA
- LeRoy Park and Community Center Rehabilitation, Guadalupe, CA
- Conejo Community Center, Thousand Oaks, CA
- Woodlake Community Center, Woodlake, CA
- Fowler Event Center, Fowler, CA





ROLE

Historic Architect

EDUCATION

Columbia University,
Master of Science in Historic
Preservation, May 1983

University of California,
Berkeley, Bachelor of Arts in
Architecture, June 1980

QUALIFICATIONS

Secretary of the Interior's
Professional Qualifications
Standards in Architectural
History, Architecture and
Historic Architecture

California Architect,
License Number C27398

California Class B,
General Contractor,
License Number
B692817

ROBERT JAY CHATTEL, AIA

In 1994, Robert Chattel established Chattel, Inc., a historic preservation consulting firm with offices in Los Angeles. Mr. Chattel specializes in applying the Secretary of the Interior's Standards for the Treatment of Historic Properties and interpreting federal, state, and local historic preservation law and regulations.

Robert has provided architectural services for clients including:

CITY OF MONTEREY

Draft Historic Preservation Ordinance Update
Cannery Row Conservation District
Extension of Staff – Mills Act Program, Historic Resource Surveys, Policy
Updates, and Peer Reviews

CITY OF LOS ANGELES

Mills Act Program Assessment and Equity Analysis
Extension of Staff – Periodic and Pre-Approval Mills Act Inspections

CITY OF ORANGE

Extension of Staff – General Support and Project Review
Extension of Staff – Periodic and Pre-Approval Mills Act Inspections
Reconstruction and Rehabilitation of the Plaza Park Fountain

CITY OF WEST HOLLYWOOD

Extension of Staff – General Support and Project Review
Extension of Staff – Periodic and Pre-Approval Mills Act Inspections
Historic Preservation Commission Trainings

CITY OF PALM SPRINGS

Alexander Residence (House of Tomorrow), Historic Resources Report
Municipal Golf Course Clubhouse, Historic Resources Report
Harriet Van Horn Residence, Historic Resources Report

COUNTY OF KERN

Hart Park Adobe House, Section 106 Determination of Eligibility and Finding of
Effect Report
Frazier Park Recreation Building, Section 106 Determination of Eligibility and
Finding of Effect Report

E

SCOPE OF WORK

OUR SERVICES

The architecture and engineering (A/E) team is familiar with the size and scale of the projects listed in the Scope of Work for the City of Seaside. AGD can work through building designs, facility assessments, code analysis, energy-efficiency assessments, space planning and more. The A/E team is made of experts in historic preservation, evaluations, sustainable design, landscape design, and site design. The team will work through each critical task with the utmost Standard of Care. Strategic meetings with Clients help continue communication effectively and openly. Our team believes that though each project may be different the services for this contract can include:

PROJECT KICKOFF

The A/E team will kick-off the project by completing a site visit that accompany meetings with the City. This is the first part of the due diligence to understand the project scope. It is *assumed* that many of the projects will have identified the program, and the scope will be conveyed prior to kick-off. The kick-off meeting will confirm the programmatic needs of the project during the initial site visit.

SITE ASSESSMENT AND INVESTIGATION

Our team includes surveyors that can efficiently survey the project to check for topography, easements, property boundaries and important landscape or environmental boundaries. Our architectural and structural team will assess the existing buildings and create more detailed as-built drawings of the current conditions. All these consultants will begin their work shortly after the Project Kickoff meeting. While the team is at the Project Kickoff meeting, the design and engineering team members will visit the site and analyze the neighborhood and site context. We will take into account the views, sun access, and wind direction to help include passive design elements into the project. An analysis of any existing neighborhood connections will be done to review ADA accessibility, drainage, future connections, and more.

SCHEMATIC DESIGN (30% PRELIMINARY DESIGN SUBMITTAL)

The preliminary plans will be created by the design team for internal and external review with the client and A/E team. The preliminary plans and early assessment will be turned into a Design Report to turn into the City. For projects with historic significance our consultants will be the process of working with the city to identify the path of approval through the State. This 30% Preliminary Design package could include:

- Architectural plans: floor plans, elevations, 3D Massing;
- Architectural Site Plan identifying landscape zones, outdoor program areas, and parking;
- Recommendations on HVAC Systems, Electrical Panel Locations, Structural System, etc.;
- Civil and Landscape site plans including proposed amenities.

DESIGN DEVELOPMENT (50% DESIGN SUBMITTAL)

Upon client approval of schematic design, the preliminary plans will be further refined after an internal and external review with the client and A/E team. The design development plans will engage the A/E team members to begin developing design documents in preparation of Construction Documents. At this point, our team will develop the chosen preliminary design into a design package that could include:

- Architectural plans: floor plans, elevations, sections;
- Structural plans: rough framing plans;
- Mechanical plans: HVAC layouts;
- Electrical plans: lighting and power plans;
- Plumbing plans: gas, water, vent, and waste layouts;
- Civil plans: grading and drainage plans; and
- Landscape plans: hardscape plans, landscape plans, irrigation plans, play structures.

The Senior Project Architect will work with the design team to create a preliminary project schedule for construction and the draft of the technical specifications. The construction *cost estimate* will be drafted and also shared with the Client to review budgetary concerns. Value engineering items will be identified and carried into the next phase.

OUR SERVICES

CONSTRUCTION DOCUMENTS (90% AND 100% SUBMITTALS)

Our full team will begin working on construction documents after the design development phase has been approved by the Client. Our team will prepare a 90% Construction Document submittal for internal A/E team use only. This could include:

- Architectural Plans, Elevations, Sections, Schedules, and Details
- Civil Grading and Drainage Plans
- Civil Improvement Plans
- Landscape Hardscape, Planting, and Irrigation Plans
- Structural Plans
- Mechanical, Plumbing, and Electrical Plans

Once the Senior Project Architect coordinates and reviews the internal 90% Submittal, the A/E team will move on to another deadline of an internal 90% Construction Document Submittal set. The 90% Construction Document submittal will incorporate a refined cost estimate, construction schedule, and supporting document that will be needed for building permit submission. These additional supplemental documents could include:

- Structural Calculations
- Stormwater Management Plans
- Title 24 Energy Calculations
- Specifications (from all consultants)

Once the Project Architect coordinates and reviews the 90% Submittal with the City it will be submitted for permit review.

The A/E team will move on to the 100% Construction Document Submittal set. We expect a handful of meetings to be had between the City and the A/E team so that no time is wasted and to confirm that we are meeting the client's goals and staying within budget. Any edits or value engineering will be incorporated into one final revision to the documents before our team finishes the final Construction Documents, reports, and specifications for permit submission. This will be delivered to the City for review before packaging the documents for bidding.

BIDDING AND NEGOTIATIONS

The Senior Project Architect will review and comment upon the Client's forms of Construction Contract and the General, Special and/or other Conditions for consistency with the Construction Documents. The Architect will work with the Client's Construction Manager to prepare the information, documents, and forms necessary for bidding the Construction Contract for the project. Shortly after this coordinations, the Senior Project Architect can attend a pre-bid conference, assist in answering questions and clarification relating to the Project, and will prepare addenda to the Bid Documents as needed. The Senior Project Architect will work with the Client to help with the review of the bids.

CONSTRUCTION ADMINISTRATION

The Architect will work with the construction team to review Requests for Information, Submittals, and change orders in order to administer the Construction Contract. The Architect is the representative of the Client and will advise and consult with the Client on payment requests until Final Completion of construction.

The Architect and the A/E team will perform bi-weekly or monthly meetings at the Site. The Architect will observe key stages of construction and report back to the Client. The Architect will review all site work to maintain performance in a manner consistent with the Construction Contract.

POST CONSTRUCTION PHASE - SUBSTANTIAL COMPLETION, PUNCHLIST, AND CLOSE-OUT

The Architect will inspect the Work to determine if Substantial Completion has been achieved. Prior to this inspection, the Architect shall provide a punchlist for the construction team to review and confirm as satisfied to help meet conformance with the Construction Contract. The Architect will assist the Client and the Construction Managers to provide all the final as-built drawings of the project based on any changes that have occurred during construction. All operation manuals and specifications for equipment will be provided.

F

ORGANIZATION QUALIFICATIONS

PAST, CURRENT, AND FUTURE PROJECTS

The following is a short synopsis exemplifying AGD’s past and current experience with local governmental agencies where we provided architectural and engineering services similar to the RFP’s Scope of Work. This experience reinforces that our team is qualified to perform this project. ***See Section G for three example projects that shows a variety of this work.***

BUILDING DESIGN: AGD has recently completed the design for a new community center and park in Thousand Oaks for the Conejo Recreation and Park District. This entailed full conceptual design through permitting. It has not been built yet. Also, AGD has worked on multiple renovation projects including a full renovation of the City of Camarillo’s Corporate Yard Restroom Building. This included an interior design component and is currently in permitting.

FACILITY ASSESSMENTS: The team of AGD and T&S Structural recently completed a facility assessment for the Paul Nelson Pool House in Santa Maria. This included an accessibility and structural analysis of a building that is over 50 years old. This report will dictate how the City renovates or rebuilds this community pool building.

SPACE PLANNING: AGD has recently created a report to analyze the spatial layout inefficiencies for the City of Santa Maria’s Public Library. This report also included space planning for a renovation to the interior of the library including the book stacks, reading areas, and circulation desks.

SITE PLANNING: AGD was tasked to develop a design for a new transit center in the City of Lindsay. This included the site design for multi-modal transit. The site planning included guest parking, long term parking, pedestrian drop-off, bus waiting areas, and a train platform.

The following is a list of project types based on the contracting agency that AGD has worked with in the past and currently.

- **County of SLO:** SLO City Library Public Restroom ADA Upgrade, Water Quality Lab Renovation, Health Annex Roof Replacement, Courthouse Roof Replacement, Sobering Center Remodel, New Canopy Structure, American Legion Hall Accessible Upgrade Remodel.
- **City of Camarillo:** City Hall Needs Assessment, City Hall Restroom and Break Room Remodel, City Corporate Yard Restroom Remodel, City Corporate Yard Lighting Upgrade, City Police Yard Upgrades.
- **City of Santa Maria:** City Library Remodel, Public Works Annex Yard Expansion, Wastewater Treatment Plan Office Expansion, Paul Nelson Pool House Needs Assessment.
- **City of Lindsay:** Lindsay Community Center Design Development, Transit Center Design Development.
- **Conejo Community Park and Center, Thousand Oaks, CA**
- **City of Guadalupe:** Transit Center Renovation and Site Redevelopment, Royal Theater Preservation and Addition, LeRoy Park Community Center and Park Rehab.
- **City of Porterville:** City Hall Renovation, Library Temporary Relocation/Renovation, Veteran’s Park ADA Upgrades, Zalud Park ADA Upgrades, Airport Restroom ADA Upgrade, Library ADA Upgrades, Police Storage Unit Building

The following is a synopsis of AGD’s future major projects that are planned in 2025. The staff resources are broken down by percentage of time allocated weekly based on the Project Phase. We staff a contract of this size with one Principal Architect, one Senior Project Architect (QA/QC Architect), one Project Manager, and two designers or job captains.

Design Projects: Architects- 15%; Project Manager- 25%; Job Captains- 50%
Construction: Architects- 35%; Project Manager- 25%; Job Captains- 10%

Project Number & Name	Project Phase	Start Date	End Date
763 SM Public Works Annex Yard	Design	25-Mar-24	14-Apr-25
785 Templeton American Legion Hall Modernization	Construction	4-Nov-24	7-Feb-25
791 Tranquillity HS Aquatic Center Modernization	Design	13-Feb-25	25-Jun-25
852 Tranquillity HS Football Stadium Video Scoreboard	Design/Construction	5-Feb-25	30-Apr-25
852 Susanville SIR Cultural Center	Design	10-Feb-25	30-Aug-25
844 Porterville Navigation Center	Design	5-Feb-25	30-Jun-25
758 Camarillo City Hall Renovation and Addition	Design	25-Mar-24	1-Mar-26



PROJECT EXPERIENCE

LEROY PARK COMMUNITY CENTER AND PARK REHABILITATION

GUADALUPE, CA

Client: City of Guadalupe,

Todd Bodem, City Administrator

tbodem@ci.guadalupe.ca.us, 805-356-3891



STATUS

2017-2022 Completed

COST

\$ 4.2 Million Construction

\$450,000 A/E Fees

SIZE

12,000 sf Community Center

4 acre Park property w/ playgrounds,
walking paths, amphitheater, and
landscaping

600 sf Park restroom

TEAM

AGD (Architectural)

T&S (Structural)

Wallace Group (Landscape and Civil)

DESCRIPTION

As part of a CDBG-funded project, the LeRoy Park Community Center and Park was provided a complete renovation and substantial addition of a future flexible use space. The redesigned community center includes recreation rooms, classrooms, offices, commercial kitchen, bathrooms, and large multi-purpose areas. The facility was designed to be an operations center in the case of emergencies and has many sustainable features. The park includes a brand new playground, new BBQ picnic areas, an amphitheater, new landscaping, a new parking lot, and a fitness walking path around the property. A new detached restroom building was also designed to service the park when the community center is closed.

RELEVANT SCOPE

Community center building with classrooms, multi-use gymnasium spaces, multi-use sports fields, accessible playground structure, shading structure, landscape with irrigation, park seating, parking lot design, and fitness pathway.

KEY TEAM MEMBERS

Andrew Goodwin (Principal Architect), Michael Demartini (Senior Project Architect), Michelle McCovey Good (Structural Engineer)

ROYAL THEATER PRESERVATION AND ADDITION

GUADALUPE, CA

Client: City of Guadalupe,

Todd Bodem, City Administrator

tbodem@ci.guadalupe.ca.us, 805-356-3891



STATUS

2020-Present (In Bidding)

COST

+ \$ 10 Million Estimate

\$500,000 A/E Fee

SIZE

11,000 sf Theater/Multipurpose building

Plazas, amphitheater, parking lot and landscaping.

TEAM

AGD (Architectural)

T&S (Structural)

Chattel (Historical)

DESCRIPTION

The preservation of the existing 1930s-era Royal Theater in downtown Guadalupe, California includes the restoration of the existing 5,300 square foot theater and an addition of a 5,000 square foot multi-purpose building. The design team worked with the engineers and historical preservation team to identify what needed to be restored and what could be improved based on the Secretary of the Interior Standards for Historic Buildings. The project also included a small parking lot, adjacent landscaping, a small outdoor amphitheater, a public plaza, and grass lawn for outdoor movies. The hope of a new entertainment venue positioned to train new generations on the visual and performing arts is key to the City of Guadalupe's future.

RELEVANT SCOPE

Performing arts building with community classroom, kitchen and storage. Landscape with irrigation, park-like seating, parking lot design, and plaza design. Historical Building with State and Federal guidelines.

KEY TEAM MEMBERS

Andrew Goodwin (Principal Architect), Michael Demartini (Senior Project Architect), Bret Rooks (Structural Engineer), Al Yakel (Fire Engineer).

CONEJO COMMUNITY PARK AND CENTER

THOUSAND OAKS, CA

Client: Conejo Recreation and Park District,
Andrew Mooney, Director
amooney@crpd.org, 805-495-6471



STATUS

2020-Present (In Permitting)

COST

+ \$ 12 Million Estimate
\$750,000 A/E Fee

SIZE

15,000 sf Community Center
Playground, walking paths,
amphitheater, parking lot and
landscaping

TEAM

AGD (Architectural)
T&S (Structural)

DESCRIPTION

The Conejo Community Park services the communities of Thousand Oaks, Westlake Village, and Newbury Park. The existing community center and park have catered to thousands of families by providing grassy gathering areas, playgrounds, a baseball field, a creek, and earthen amphitheater perfect for their Friday Night concert series. AGD was hired to re-envision the park and design a new community center to enhance the communities' experience for decades more to come. This community center has been designed as a two-story, 16,000 square foot facility with classrooms, multipurpose spaces, and a commercial kitchen. The park included a new restroom building, a new stage, remodeled playground, picnic areas, site lighting, landscaping, and pathways.

RELEVANT SCOPE

Community center building with classrooms, playground structure, shading structure, landscape with irrigation, park-like seating, parking lot design, and plaza design.

KEY TEAM MEMBERS

Andrew Goodwin (Principal Architect), Michael Demartini (Senior Project Architect), Michelle McCovey Good (Structural Engineer), Al Yakel (Fire Engineer).

H

**SAMPLE
PLANS**

GENERAL NOTES: FLOOR PLAN

- ALL DIMENSIONS AT NEW WALLS ARE TO BE TO INTERIOR FINISH FACE. U.O.N.
- DO NOT SCALE FROM PLANS. FIELD VERIFY ALL DIMENSIONS AND REPORT ANY DISCREPANCIES TO ARCHITECT AT ONCE.
- CONTRACTOR TO VERIFY FIRE RATINGS AND OTHER GENERAL CHARACTERISTICS OF EXISTING FEATURES BEFORE CONSTRUCTION. ANY DIFFERENCES FROM THE PLANS MUST BE BROUGHT TO THE ATTENTION OF THE ARCHITECT.
- GENERAL CONTRACTOR TO VERIFY OR PROVIDE NEW SIGNAGE AS REQUIRED TO COMPLY WITH APPLICABLE BUILDING CODES. ALL SIGNAGE SHALL COMPLY WITH ACCESSIBILITY GUIDELINES AND CBC, INCLUDING BUT NOT LIMITED TO PROPORTION, COLOR, CONTRAST AND RELIEF, FONT STYLE AND GRADE 2 BRAILLE REQUIREMENTS. AFFIX AN INTERNATIONAL ACCESSIBILITY SYMBOL ON ALL ACCESSIBLE ENTRANCES PER APPLICABLE CODE. RE: 611.9
- ALL WORK SHALL BE IN COMPLIANCE TO LOCAL BUILDING CODES. CONTRACTOR TO SUBMIT A RFI (REQUEST FOR INFORMATION) TO THE ARCHITECT ON RECORD FOR CLARIFICATION OF CONSTRUCTION METHODS, DETAILS OR SPECIFICATIONS AS NEEDED.
- FURNITURE IN PLANS IS ONLY DIAGRAMMATIC. NOT FOR CONSTRUCTION. CONTRACTOR TO VERIFY FURNITURE W/ OWNER PRIOR TO CONSTRUCTION.
- CONTRACTOR TO SUBMIT MILLWORK SHOP DRAWINGS TO ARCHITECT FOR APPROVAL.
- ALL MILLWORK TO COMPLY W/ W.I.C. CUSTOM STANDARDS. PROVIDE MILLWORK GROMMETS FOR ACCESS TO ELECTRICAL DEVICES LOCATED UNDER COUNTER.
- PROVIDE BACKING AT CABINETRY.
- PLACE ALL ELECTRICAL AND PHONE OUTLETS @ 15" A.F.F. TO CENTER OF COVER PLATE UNLESS AT FIXED CABINETRY OR AS SPECIFIED OTHERWISE. COORDINATE ELECTRICAL OUTLETS WITH CABINETS, INCLUDING THOSE ABOVE COUNTER TOPS.
- ALL DOOR HARDWARE TO BE LEVER ACTION.
- PROVIDE SILENCERS AND DOOR STOPS AT ALL DOORS. USE WALL STOPS ONLY. NO FLOOR MOUNT DOOR STOPS.
- PROVIDE WATER RESISTANT GYPSUM BOARD AT WALLS WITH PLUMBING FIXTURE
- PROVIDE 5/8" GMMU (CEMENT BOARD) OVER 2-LAYER #15 FELT AT ALL WALLS SCHEDULED FOR TILED FINISH.
- PROVIDE PLUMBING PER ENGINEERED PLUMBING DRAWINGS AND SPECIFICATIONS.
- ALL FIXTURES TO BE WATER-CONSERVING LOW FLOW FIXTURES INCLUDING THE FAUCET AND TOILET. THE TOILET WILL ALSO BE EQUIPPED WITH A "DUAL-FLUSH" TO FURTHER CONSERVE WATER. THE FAUCET SHALL BE EQUIPPED WITH A TIMED MOTION SENSOR TO REDUCE WATER USAGE.
- PROVIDE ACCESSIBLE COUNTER SPACE AT LOBBY. CONTRACTOR TO SUBMIT SHOP DRAWINGS OF COUNTERCASEWORK TO ARCHITECT PRIOR TO CONSTRUCTION. RE: DETAILS FOR ACCESSIBLE HEIGHTS AND CLEARANCE REQUIREMENTS.
- CLEAR FLOOR SPACE REQUIRED ON EACH SIDE OF DOOR AND CLEARANCE AT DOOR STRIKE SIDE AS SHOWN - SEE DETAIL 34 / A5.00
- SEE ENLARGED PLANS, FINISH SCHEDULE AND INTERIOR ELEVATIONS FOR FURNITURE DETAIL.
- U.O.N. TYP. JAMB TO BE INSTALLED 6" FROM NEAREST PERPENDICULAR WALL ON HINGE SIDE.

GENERAL NOTES: FIREBLOCKING

- 718.2.2 CONCEALED WALL SPACES**
FIREBLOCKING SHALL BE PROVIDED IN CONCEALED SPACES OF STUD WALLS AND PARTITIONS, INCLUDING FURRED SPACES, AND PARALLEL ROWS OF STUDS OR STAGGERED STUDS, AS FOLLOWS:
1. VERTICALLY AT THE CEILING AND FLOOR LEVELS.
2. HORIZONTALLY AT INTERVALS NOT EXCEEDING 10 FEET (3048 MM).
- 718.2.3 CONNECTIONS BETWEEN HORIZONTAL AND VERTICAL SPACES**
FIREBLOCKING SHALL BE PROVIDED AT INTERCONNECTIONS BETWEEN CONCEALED VERTICAL STUD WALL OR PARTITION SPACES AND CONCEALED HORIZONTAL SPACES CREATED BY AN ASSEMBLY OF FLOOR JOISTS OR TRUSSES, AND BETWEEN CONCEALED VERTICAL AND HORIZONTAL SPACES SUCH AS OCCUR AT SOFFITS, DROP CEILINGS, COVE CEILINGS AND SIMILAR LOCATIONS.
- 718.2.5 CEILING AND FLOOR OPENINGS**
WHERE REQUIRED BY SECTION 712.1.7, EXCEPTION 1 OF SECTION 714.4.1.2 OR SECTION 714.4.2, FIREBLOCKING OF THE ANNULAR SPACE AROUND VENTS, PIPES, DUCTS, CHIMNEYS AND FIREPLACES AT CEILING AND FLOOR LEVELS SHALL BE INSTALLED WITH A MATERIAL SPECIFICALLY TESTED IN THE FORM AND MANNER INTENDED FOR USE TO DEMONSTRATE ITS ABILITY TO REMAIN IN PLACE AND RESIST THE FREE PASSAGE OF FLAME AND THE PRODUCTS OF COMBUSTION.
- 718.2.6 EXTERIOR WALL COVERINGS**
FIREBLOCKING SHALL BE INSTALLED WITHIN CONCEALED SPACES OF EXTERIOR WALL COVERINGS AND OTHER EXTERIOR ARCHITECTURAL ELEMENTS WHERE PERMITTED TO BE OF COMBUSTIBLE CONSTRUCTION AS SPECIFIED IN SECTION 408 OR WHERE ERECTED WITH COMBUSTIBLE FRAMES. FIREBLOCKING SHALL BE INSTALLED AT MAXIMUM INTERVALS OF 20 FEET (6096 MM) IN EITHER DIMENSION SO THAT THERE WILL BE NO CONCEALED SPACE EXCEEDING 100 SQUARE FEET (9.3 M2) BETWEEN FIREBLOCKING. WHERE WOOD FURRING STRIPS ARE USED, THEY SHALL BE OF APPROVED WOOD OF NATURAL DECAY RESISTANCE OR PRESERVATIVE-TREATED WOOD. IF NONCONTINUOUS, SUCH ELEMENTS SHALL HAVE CLOSED ENDS, WITH AT LEAST 4 INCHES (102 MM) OF SEPARATION BETWEEN SECTIONS.

LEGEND: FLOOR PLAN

- WALL, CABINET BELOW
- LINE OF CEILING/ SOFFIT ABOVE
- ACCESSIBLE CLEARANCES
- CARPET

LEGEND: WALL TYPES

- EXT 2X6 WOOD STUD WALL @ 16" O.C. W/ R-19 CELLULOSE INSULATION BY GREENFIBER. EXTERIOR FINISH PER EXTERIOR ELEVATIONS. RE: 40 / A5.01 & 41 / A5.01
- EXT 2 HR RATED WOOD STUD WALL @ 16" O.C. W/ R-19 CELLULOSE INSULATION BY GREENFIBER. INS'D LD. EXTERIOR FINISH PER EXTERIOR ELEVATIONS. RE: - / -
- INT 2X6 WOOD STUD WALL @ 16" O.C. R-13 KNAUF ECOBATT SOUND BATT INSULATION. RE: 43 / A5.01
- INT 1 HR RATED 2X6 WOOD STUD WALL @ 16" O.C. W/ 5" THERMAFIBER SAFB, STC 50, UL DES U327 INTERIOR FINISH PER FINISH PLAN AND INTERIOR ELEVATIONS. RE: 45 / A5.01
- INT 2X4 WOOD STUD WALL @ 16" O.C. W/ R-13 KNAUF ECOBATT SOUND BATT INSULATION. RE: 31 / A5.01
- INT 2X6 WOOD STUD WALL @ 16" O.C. W/ R-13 KNAUF ECOBATT SOUND BATT INSULATION. 2 LAYERS OF GYP ON BOTH SIDES. RE: 32 / A5.01
- 6" FURRING WALL WITH 6" x 6" HSS COLUMNS @ 4' O.C. C.W/ R-21 BATT INSULATION. RE: 33 / A5.01
- 10" CONCRETE SHEAR WALL. PER STRUCTURAL.
- INT. 1 HR. RATED DOUBLE 4" (20 GA.) STEEL STUD WALL @ 16" O.C. W/ 1" AIR GAP BETWEEN STUDS. 2 LAYERS OF KNAUF ECOBATT SOUND BATT INSULATION, STC 61. RE: 34 / A5.01
- 2X FLAT STUD FURR WALL. RE: 35 / A5.01

NOTE: INTERIOR FINISHES PER INTERIOR FINISH PLANS AND INTERIOR ELEVATIONS. EXTERIOR FINISHES PER EXTERIOR ELEVATIONS.

LEGEND: EXISTING WALL TYPES

- EXISTING 12" UNREINFORCED MASONRY WALL
- EXISTING 4" WALL
- EXISTING 6" WALL

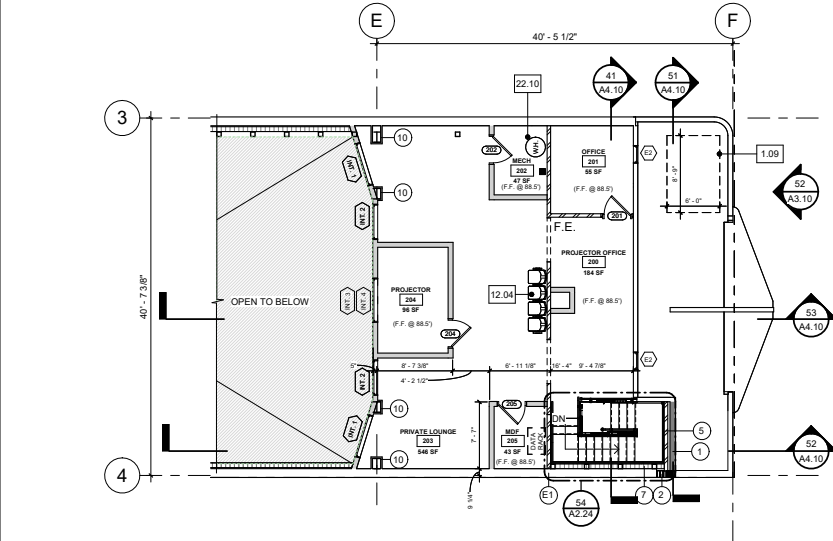
NOTE: ALL EXISTING WALLS DIMENSIONED TO FACE OF STUD, U.O.N. DIMENSIONS TO BE FIELD VERIFIED.

AREA CALCULATIONS

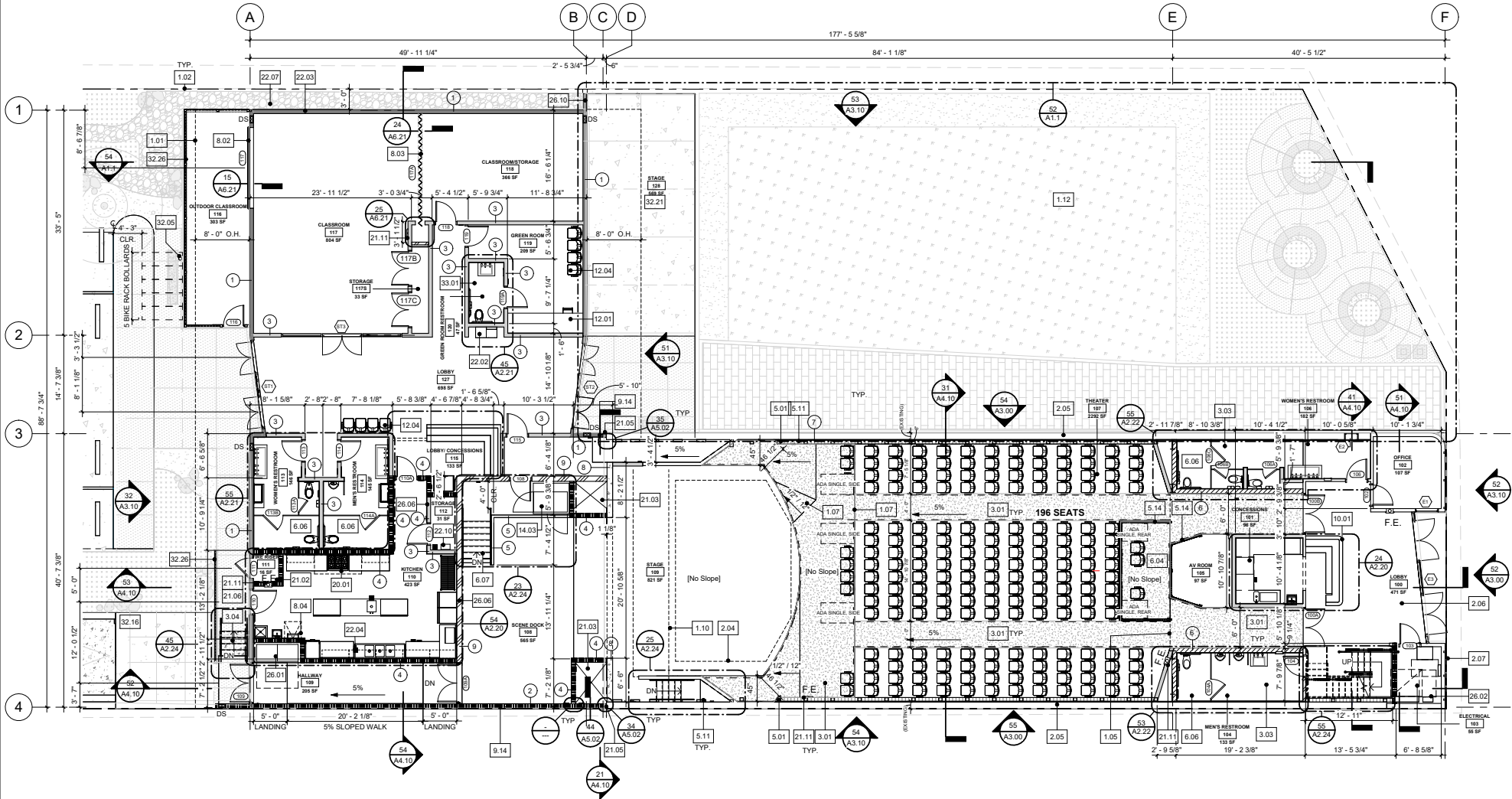
EXISTING LEVEL 1:	4,949 SF
EXISTING LEVEL 2:	465 SF
EXISTING THEATER:	2,262 SF
RESTORE/ UPDATE LEVEL 1:	4,949 SF
RESTORE/ UPDATE LEVEL 2:	465 SF
ADDITION LEVEL 1:	4,704 SF
ADDITION LEVEL 2:	808 SF
TOTAL INTERIOR:	10,924 SF
EXTERIOR LAWN & STAGE:	3,500 SF
EXTERIOR CLASSROOM DECK:	295 SF
TOTAL COMPLETED:	14,719 SF

KEYNOTE LEGEND

Key Value	Keynote Text
1.01	ROOF LINE ABOVE.
1.02	PROPERTY LINE.
1.05	SOFFIT ABOVE FOR STRUCTURE/DUCTING. RE: SECTIONS AND WALL SECTIONS.
1.07	LINE OF FLOOR SLOPE CHANGE. RE: ENLARGED THEATER PLAN, SECTIONS.
1.09	FUTURE SPOTLIGHT AREA. KEEP CLEAR.
1.10	LINE OF EXISTING SOFFIT (PROSCENIUM) ABOVE.
1.12	EXTERIOR SITE WORK. RE: A11.
2.04	AREA OF EXISTING PIT UNDER STAGE. FIELD-VERIFY.
2.05	HISTORIC PRESERVATION REQUIRED. EXISTING URM TO REMAIN IN PLACE. SEE STRUCTURAL.
2.06	HISTORIC PRESERVATION REQUIRED. SEE FINISH PLAN FOR EXTENT OF WORK AT LOBBY.
2.07	HISTORIC PRESERVATION REQUIRED. SEE EXTERIOR ELEVATIONS FOR EXTENTS OF WORK AT FACADE.
3.01	NEW (RAISED) POURED CONCRETE FLOOR OVER EXISTING SLAB. RE: ENLARGED THEATER PLAN AND SECTIONS.
3.03	NEW SLAB PER STRUCTURAL. FINISHES PER FINISH PLAN.
3.04	CAST-IN-PLACE CONCRETE STAIR W/36" RAILING AND 42" H. GUARDRAIL.
5.01	EXPOSED STRUCTURE USED AS LIGHT TREE FOR STAGE LIGHTING. RE: AV PLANS.
5.11	HSS COLUMN. RE: STRUC. DRAWINGS.
5.14	42" PC STEEL GUARD RAIL W/ HAND RAIL SYSTEM. VIVA RAILINGS, PG-09 HANZAT. RE: 31/A5.30
6.04	BUILT-UP WOOD FLOOR AREA FOR ADA SEATING. RE: ENLARGED THEATER PLAN, SECTIONS.
6.06	ADA ACCESSIBLE RESTROOM STALL IN MULTIPLE ACCOMMODATION RESTROOM.
6.07	WOOD STAIR PER FLOOR PLAN. RE: DETAILS ON SHEET A5.30.
8.02	DOOR TYPE A: GARAGE DOOR SYSTEM, CLOPAY VERTISTACK V940U, ALUM ANODIZED, CLEAR IMPACT-RATED CLASS, INSULATED, HOOD ENCLOSURE, MOTORIZED LIFT. PROVIDE POWER AND SWITCH. RE: 13/A5.21 AND 15/A5.21
8.03	DOOR TYPE B: ACCORDION PARTITION SYSTEM, MODERNFOLD, SOUNDMASTER, 12M. SPLIT CONFIGURATION. RE: 2A/A5.21 AND 25/A5.21
8.04	2-27 30X30 ROOF ACCESS HATCH ABOVE. ACQUOR RHQ-1A.
9.14	CORTEN STEEL WALL FINISH. RE: 41/A5.01 & 42/A5.01. SEE EXTERIOR ELEVATIONS.
10.01	ACCESSIBLE SERVICE COUNTER. RE: DETAILS: 13-15/A5.07
12.01	MAKEUP TABLE IN PRIVATE GREEN ROOM.
12.04	INSTALL (4) REFURBISHED THEATER SEATS W/ END CAPS AT THIS LOCATION.
14.03	VERTICAL PLATFORM LIFT, AVPL 36X60 90 DEG PLATFORM W/ BATTERY BACKUP. RE: 41/A5.20 AND SHEET A2.24
20.01	RANGE HOOD. RE: MECHANICAL DRAWINGS.
21.02	FIRE SPRINKLER RISER LOCATION. SEE SPRINKLER PLANS.
21.03	1-HR RATED CHASE
21.05	EMSHIELD WFRZ SYSTEM SEISMIC SEAL. RE: SHEET A5.03
21.06	CLASS K FIRE EXTINGUISHER AT THIS LOCATION
21.11	FIRE EXTINGUISHER RECESSED IN WALL PER DETAIL 44/A5.07
22.02	WATER FOUNTAIN, ELKAY LZST8WSLP. RE: 41/A5.00 & PLUMB. DRAWINGS.
22.03	GAS METER. RE: PLUMBING PLANS & CIVIL PLANS.
22.04	FLOOR SINK. SEE PLUMBING.
22.07	WATER SERVICE LOCATION. RE: PLUMBING PLANS.
22.10	WATER HEATER LOCATION. RE: PLUMBING PLANS.
26.01	LOCATION OF ELECTRICAL SWITCHGEAR. RE: ELEC DRAWINGS.
26.02	ELECTRICAL METER MAIN. SEE ELECTRICAL PLANS.
26.06	ELECTRICAL PANELS LOCATION. RE: ELEC DRAWINGS.
26.10	L-6 PEARED CREATION WALL SCONCE. RE: A2.10
32.05	BIKE RACK BOLLARD, RELIANCE FOUNDRY R-7972. RE: LANDSCAPE PLANS.
32.16	NEW LOADING DOCK WITH DRAIN AT BASE. RE: CIVIL DRAWINGS.
32.21	SLAB ON GRADE CONCRETE STAGE. 2% MAX SLOPE. RE: CIVIL DRAWINGS.
32.26	NEW LINK AND LOCK SELF-SUPPORTED FENCE. RE: 14, 15, & 25 ON SHEET A5.03.
33.01	SINGLE OCCUPANCY ACCESSIBLE TOILET ROOM. RE: 45/A2.21.



52 SECOND FLOOR PLAN
1/8" = 1'-0"



54 FIRST FLOOR PLAN
1/8" = 1'-0"





RESPONSE TO REQUEST FOR PROPOSALS FOR THE **CITY OF SEASIDE**

ON-CALL ARCHITECTURAL AND STRUCTURAL ENGINEERING PROFESSIONAL SERVICES COST PROPOSAL

ANDREW GOODWIN DESIGNS
1238 MONTEREY ST.
SAN LUIS OBISPO, CA 93401
805-439-1611
ATT: ANDREW GOODWIN, AIA
andrew@andrewgoodwin.us

ATTENTION:

CITY OF SEASIDE
THOMAS KORMAN, P.E., P.L.S. PUBLIC WORKS
DIRECTOR/CITY ENGINEER
PUBLIC WORKS DEPARTMENT
440 HARCOURT AVENUE
SEASIDE, CA 93458

STANDARD BILLING RATES



ANDREW GOODWIN DESIGNS

DESIGN | ARCHITECTURE | PLANNING

RATE SCHEDULE SHEET – 2025 - 2026

OFFICE RATES AND BILLING PROCEEDURES

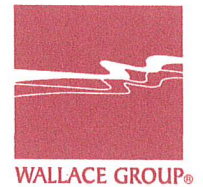
(For Additional Work beyond Efforts as Described in Project's Scope Of Work)

Effective 01/01/2025

EMPLOYEE RATES (1/2 hour min.)

Principal Architect	\$245.00
Senior Architect	\$200.00
Architect	\$175.00
Project Manager/Senior Designer	\$170.00
Senior Job Captain	\$160.00
Job Captain	\$150.00
Design Professional	\$125.00
Rendering and Visualization	\$125.00
Clerical	\$110.00
Accountant	\$110.00

Exhibit A
Standard Billing Rates



Engineering, Design & Support Services:

Assistant Designer/Technician	\$128
Designer/Technician I - IV	\$132/\$142/\$152/\$162
Senior Designer/Technician I - III	\$172/\$179/\$186
GIS Technical Specialist	\$167
Senior GIS Technical Specialist	\$178
Associate Engineer I - III	\$140/\$150/\$160
Engineer I - IV	\$178/\$183/\$188/\$193
Senior Engineer I - III	\$210/\$218/\$225
Director	\$228
Principal Engineer/Consulting Engineer	\$255
Principal	\$280

Surveying Services:

Party Chief	\$190
Party Chief (*Prevailing Wage)	\$250
Instrument Person	\$133
Instrument Person (*Prevailing Wage)	\$150
Associate Survey Technician	\$125
Survey Technician I - IV	\$140/\$145/\$155/\$160
Land Surveyor I - III	\$170/\$180/\$190
Senior Land Surveyor I - III	\$198/\$203/\$208
Director	\$228
Principal Surveyor	\$255
Principal	\$280

Planning Services:

Associate Planner I - II	\$115/\$125
Planner I - IV	\$140/\$150/\$160/\$170
Senior Planner I - III	\$175/\$180/\$185
Director	\$210
Principal Planner	\$225
Principal	\$280

Landscape Architecture Services:

Associate Landscape Designer I - II	\$110/\$120
Designer I - IV	\$125/\$130/\$135/\$140
Landscape Architect I - IV	\$148/\$153/\$158/\$163
Senior Landscape Architect I - III	\$168/\$173/\$178
Director	\$195
Principal Landscape Architect	\$215
Principal	\$280

Construction/Program Management and Inspection Services:

Construction Office Tech I-III.....	\$125/\$135/\$145
Construction Inspector I-IV	\$150/\$155/\$160/\$165
Senior Construction Inspector	\$170
Construction Inspector (*Prevailing Wage)	\$185
Assistant Construction/ Program Manager I - II	\$165/\$170
Construction/ Program Manager I-III	\$175/\$180/\$185
Senior Construction/ Program Manager I - II	\$195/\$200
Assistant Resident Engineer I - II.....	\$175/\$180
Resident Engineer I-III	\$185/\$190/\$195
Senior Resident Engineer I-II	\$205/\$210
Director	\$228
Principal Construction Manager.....	\$253
Principal.....	\$280

Public Works Administration Services:

Project Analyst I - IV	\$125/\$135/\$145/\$155
Senior Project Analyst I - III	\$160/\$165/\$170
Senior Environmental Compliance Specialist I - III	\$175/\$180/\$185

Support Services:

Office Assistant	\$120
Project Assistant I - III.....	\$130/\$135/\$145

***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.



PASADENA | SANTA BARBARA | SANTA CLARA | NORTHERN NV | SAN LUIS OBISPO

684 CLARION COURT
SAN LUIS OBISPO, CA 93401
805.547.2000

STANDARD FEE SCHEDULE

November 1, 2025

To our clients:

Please see our current fee schedule below. These rates are effective through July 1, 2025.

Hourly Rates:

Principal S.E.	\$270.00
Principal P.E.	\$240.00
Assoc. Principal	\$230.00
Project Manager	\$210.00
Senior Engineer II	\$180.00
Senior Engineer I	\$165.00
Project Engineer III	\$155.00
Project Engineer II / BIM Specialist	\$150.00
Project Engineer I / CAD Technician	\$140.00
Staff Engineer	\$120.00
Administrative	\$ 95.00

If you require further details or clarification, or for our legal consulting fees, please do not hesitate to contact our office.

Respectfully submitted,

T&S STRUCTURAL

A handwritten signature in blue ink that reads 'Michelle M. Good'.

Michelle M. McCovey-Good, P.E.
Principal & CEO
CA License No. C65495



Stone Creek Engineering, Inc.: Billing Rates January 1, 2025 to December 31, 2025

The following list of billing rates shall be used for time and materials work.

Cost Estimating

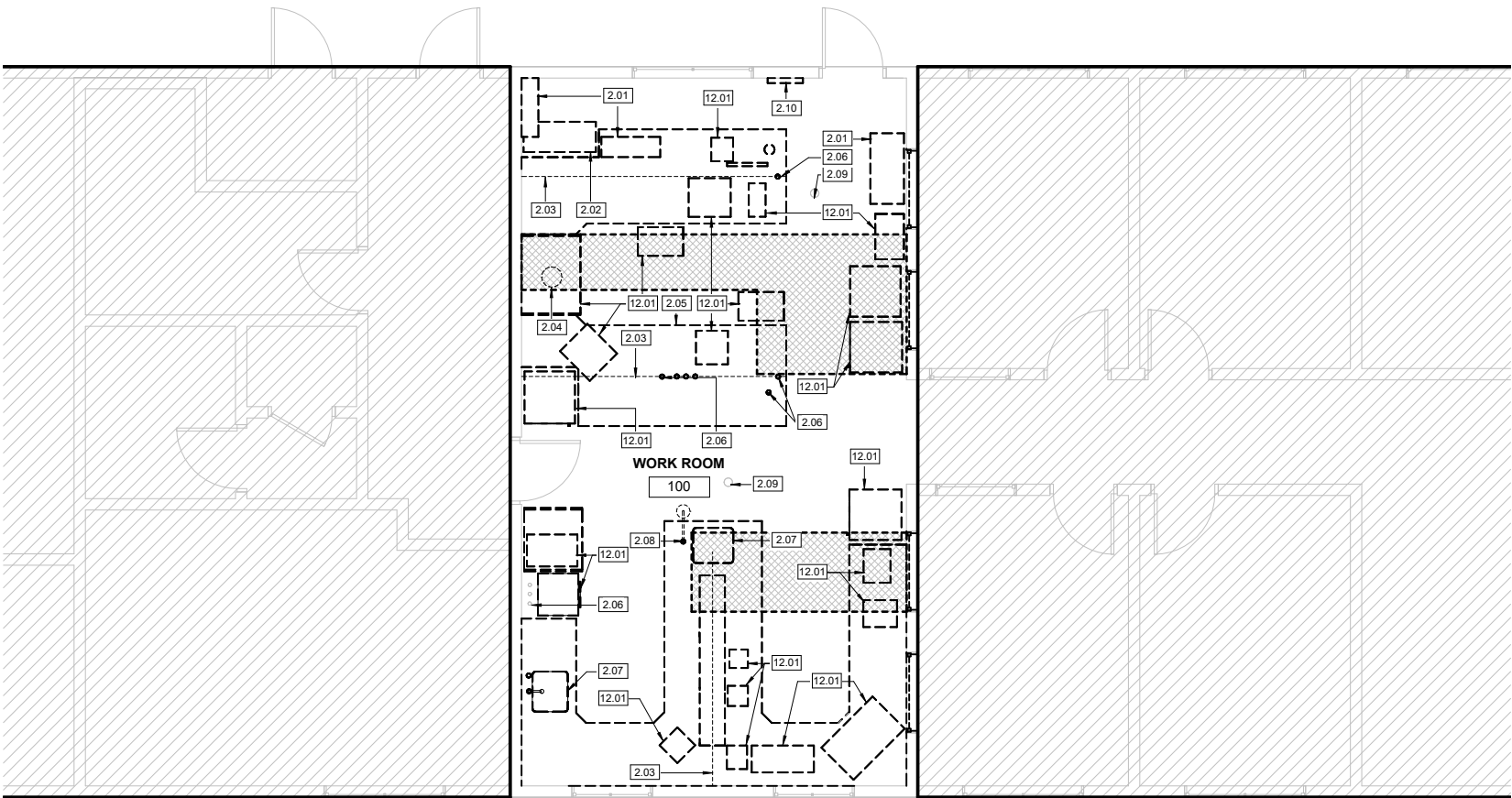
Senior Estimator	\$180.00/hr
Estimator	\$160.00/hr
Junior Estimator	\$135.00/hr
Reimbursable Costs	Cost plus 5%

The above rates are applicable for all projects beginning in 2025.

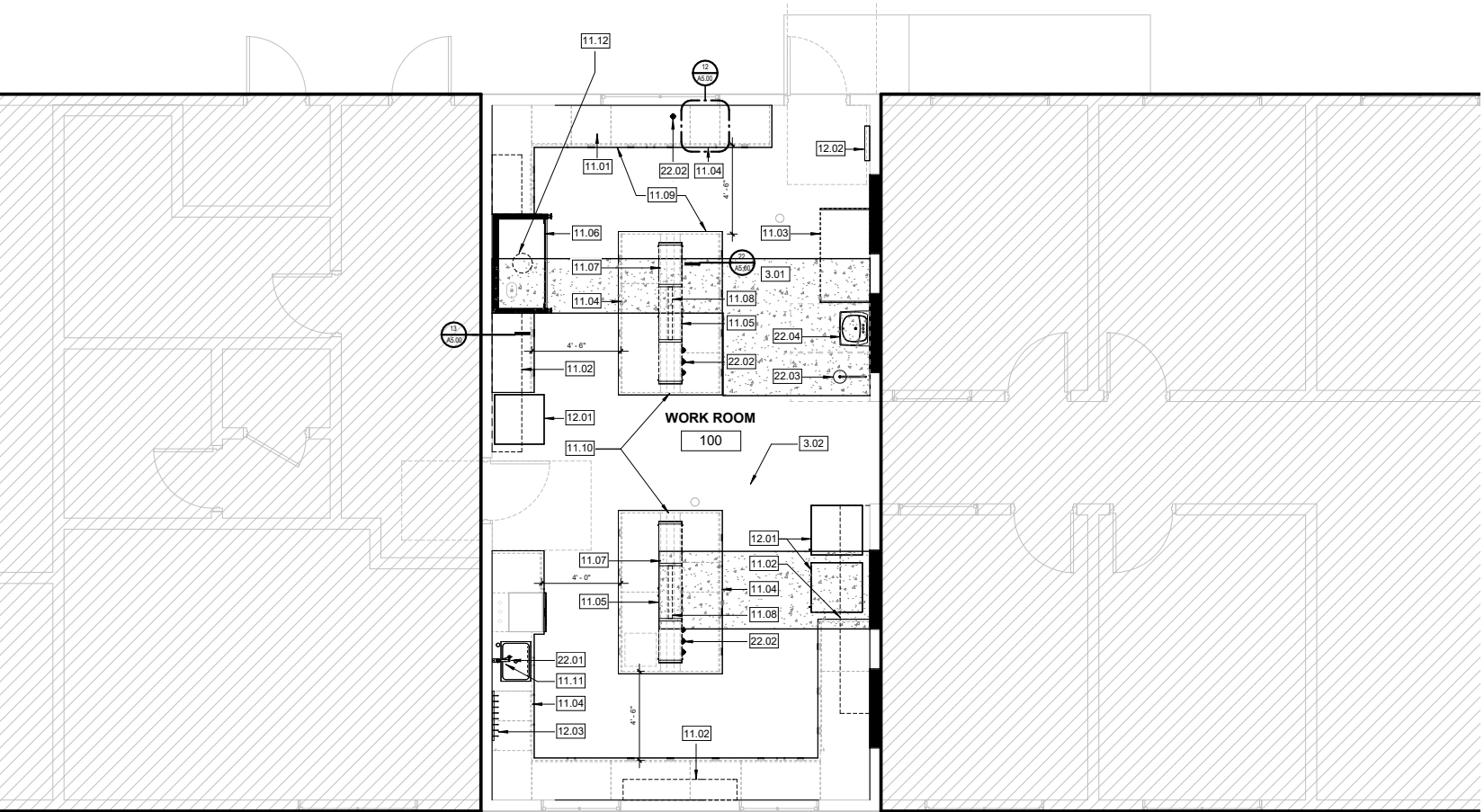
Federal Tax ID: 81-1498905

RATE SCHEDULE

<u>Name</u>	<u>Title/Area of Expertise</u>	<u>Hourly Rate</u>
Robert Chattel	Principal	\$378
Leslie Heumann	Principal Associate	\$198
Christine di Iorio	Principal Associate	\$198
Alvin Nuval	Principal Associate	\$198
Nels Youngborg	Senior Associate	\$168
August Phillips	Associate III	\$158
TBD	Associate II	\$138
TBD	Associate I	\$118
TBD	Office Manager	\$78
Mackenzie Izzard	Intern	\$58



34 DEMOLITION FLOOR PLAN
1/4" = 1'-0"



44 PROPOSED FLOOR PLAN
1/4" = 1'-0"

KEYNOTES

- 2.01 REMOVE EXISTING STORAGE.
2.02 REMOVE EXISTING FLAMABLE MATERIAL STORAGE AND SALVAGE TO OWNER.
2.03 REMOVE EXISTING EXPOSED UTILITY, SEE PLUMBING.
2.04 REMOVE EXISTING FUME HOOD.
2.05 REMOVE EXISTING BASED CABINET AND COUNTERTOP, TYP.
2.06 EXISTING UTILITY TO REMAIN, SEE PLUMBING.
2.07 REMOVE EXISTING SINK, SEE PLUMBING.
2.08 REMOVE EXISTING EMERGENCY WASH, SEE PLUMBING.
2.09 EXISTING DRAIN INLET TO REMAIN.
2.10 REMOVE AND REINSTALL FIRE BLANKET. SEE PROPOSED FLOOR PLAN 44/A2.04.
3.01 FLOOR FINISH & NEW CONCRETE SLAB THICKNESS TO MATCH EXISTING SLAB ON GRADE W/ #3 @ 12" O.C. EA. WAY (4000 PSI). SEE DETAIL 14/A5.00.
3.02 NEW EPOXY FLOOR COATING. 10MIL MIN. EVERLAST OR EQUIV. W/ RUBBER BASE
11.01 METAL BASE CABINETS, PAINTED, MANUFACTURE: LABTECH SUPPLY COMPANY OR EQUAL, SEE INTERIOR ELEVATIONS, TYP.
11.02 METAL UPPER CABINETS, PAINTED MANUFACTURE: LABTECH SUPPLY COMPANY OR EQUAL, SEE INTERIOR ELEVATIONS, TYP.
11.03 TALL METAL CABINETS, PAINTED, MANUFACTURE: LABTECH SUPPLY COMPANY OR EQUAL, SEE INTERIOR ELEVATIONS, TYP.
11.04 GABAGE/RECYCLING BIN. SEE INTERIOR ELEVATIONS.
11.05 METAL ISLAND COUNTERTOP CABINETS, PAINTED, MANUFACTURE: LABTECH SUPPLY COMPANY OR EQUAL, SEE INTERIOR ELEVATIONS, TYP.
11.06 FUME HOOD. SEE EQUIPMENT PLAN AND MECHANICAL, PLUMBING AND ELECTRICAL.
11.07 3 5/8" METAL STUD LOW WALL BELOW COUNTERTOP.
11.08 32" LINEAR CHANNEL DRAIN WITH PERFORATED DRAIN GRATE, KOHLER K-80646-NA WITH KOHLER K-80661-BNK OR EQUAL, SEE PLUMBING.
11.09 EPOXY COUNTERTOP. MANUFACTURE: LAB TECH SUPPLY COMPANY OR EQUAL, SEE INTERIOR ELEVATIONS, TYP. INTEGRAL 6 INCH SS BACK SPLASH
11.10 METAL CLOSURE PANEL BY CABINET MANUFACTURE, TYP.
11.11 18x24 INTEGRAL SS SINK
11.12 REPLACE FUME HOOD DUCT CONTINUOUS THROUGH ROOF W/ NEW ROOF JACK, CAP, AND FLASHING SEE MECHANICAL
12.01 EQUIPMENT. SEE EQUIPMENT PLAN.
12.02 RELOCATED FIRE BLANKET.
12.03 36x30 WALL MOUNTED EPOXY DRYING RACK.
22.01 KLEMPNER PROFESSIONAL PULL DOWN SPRAY FAUCET, SEE PLUMBING.
22.02 QUICK CONNECT NOZZLE. SEE PLUMBING AND MECHANICAL.
22.03 EMERGENCY SHOWER. SEE PLUMBING.
22.04 HAND WASH SINK WITH EMERGENCY EYE WASH STATION. SEE: 21/A5.00 AND PLUMBING.

LEGEND

- EXISTING DOOR, FRAME AND HARDWARE TO REMAIN.
EXISTING WALL TO REMAIN.
EXISTING WINDOW GLAZING FRAME AND TRIM TO REMAIN.
REMOVE EXISTING WINDOW GLAZING, FRAME AND TRIM.
2x WOOD STUD WALL INFILL, MATCH WIDTH OF EXISTING ADJACENT CONDITIONS.
PORTION OF BUILDING NOT IN ARCHITECTURAL SCOPE OF WORK
REMOVE PORTION OF EXISTING FLOOR FINISH AND CONCRETE SLAB TO ACCOMMODATE NEW WORK. SEE PLUMBING.
NEW FLOOR FINISH TO MATCH EXISTING ADJACENT CONDITIONS OVER NEW CONCRETE SLAB. THICKNESS TO MATCH EXISTING ADJACENT SLAB ON GRADE WITH #3 @ 12 O.C EA. WAY (4000 PSI), SEE DETAIL 14/A5.00 FOR CONCRETE SLAB INFILL



PROJECT
NORTH



PROJECT MANAGEMENT

SCHEDULING

PRINCIPAL-IN-CHARGE UNDERSTANDING

It is understood that the City of Seaside must have the best team to complete projects on a schedule and in budget. The Principal-in-Charge, Andrew Goodwin, AIA, and the Senior Project Architect, Michael DeMartini, AIA, have worked together for almost two decades on civic and municipal projects. The two architects have overseen and managed the deliverable of recent community projects such as the LeRoy Park Community Center (remodel) and the Conejo Community Center and Park (new). They will work to schedule all projects for the city, and Senior Project Architect, Michael DeMartini will be the direct point-of-contact to start each project. This is our first step in scheduling all projects.

STAFFING

AGD has allocated staff that can be available during the duration of the contract in order to have a consistent workforce leading the architecture/engineering team. This is not to say that we cannot add more designers, drafters, or managers to help during crunch time if it is necessary. We typically staff a contract of this size with one Principal Architect, one Senior Project Architect (QA/QC Architect), one Project Manager, and two designers or job captains. The other two staff members that will be on our team to start include Project Manager Kristin Fauske and Job Captain Taylor Kortas. Both of these design team members have experience in the Monterey Bay area.

SHORT TIMELINES

Our team is used to working with agencies on schedules due to pressures such as grant funding deadlines, and we recently turned around a three month construction document schedule for the FoodLink of Tulare County food bank and agroecology center. Also, this same team also was tasked to complete a construction document phase for a 100,000 square foot hotel and event center in Truckee, California in only four months. These schedules require the architects to ***manage weekly meetings, thorough deliverable schedules, and detailed notes and documentation.***

PROJECT MANAGEMENT AND COMMUNICATION

AGD has relied on a central system of project management for many years. This means that the client has one point of contact and all communication between the AGD team and the client go through that person. This point of contact relays all communication to the design team and logs all activity so that there is a clear record of the project.

The AGD point of contact will be the Senior Project Architect on the job, and will be in charge of all meeting agendas and notes. Our team likes to provide written documentation of all decision making that happens through the various meetings that occur. These are shared with the clients and provided at the project close out as needed. All deliverables will be coordinated by the AGD point of contact.

Finally, all documentation of the project is managed through a digital platform (most commonly Dropbox) so that the client has access to final deliverables to share as needed. These documents will be combined and shared at the final project deliverable. The project manager will record all these deliveries and relay completion of the project to the team.

QUALITY ASSURANCE AND QUALITY CONTROL PLAN

AGD approaches Quality Assurance on large and small projects as a core principle that reinforces our client and contractor relationships. Our perspective of quality is to make it an integral step in the preparation of construction documents. We utilize Quality Control (QC) and Quality Assurance (QA) throughout our design and documentation process. For us, QC takes place at intervals and milestones during each project phase utilizing our peer review process to ensure that projects meet the established budget and schedule. QA is a continuous, overarching process based on systems that AGD uses to ensure the management of our design quality and working documents are in alignment with the budget and schedule. This mindset has been established by the leaders in the firm.

AGD utilizes a QC manager (the second architect) to assist the Senior Project Architect in planning and scheduling quality assurance procedures throughout the duration of the project. Members of the design team receive their assignments from this Senior Project Architect. A series of checklists and check-ins are put in place and the Senior Project Architect monitors document production to meet internal and external standards for the project. This effort is led by the Senior Project Architect to coordinate QA throughout the whole team.

J

REFERENCES

REFERENCES AND EXPERIENCE

AGD has a wonderful history of providing services for projects in alignment with the City of Seaside’s needs. The following is a list of three references from other cities or agencies that can attest to our competency and ability.

REFERENCES FOR PRIME CONSULTANT (AGD)

CITY OF GUADALUPE 918 Obispo Street, Guadalupe, CA 93434

Project: LeRoy Park Community Center and Park
Cost: \$4,200,000.00 Phase 1, \$1,700,000.00 Phase 2.
Description: Programming and Major Remodel and Addition to existing Community Center and complete renovation of existing community park, playground, and landscape.
Staff: Andrew Goodwin, AIA (Architect, QA/QC Manager), Michael DeMartini (Senior Project Architect)
Client Manager: Todd Bodem, City Administrator, tbodem@ci.guadalupe.ca.us, 805-356-3891
Years: 2018-2022 (first phase), 2023- present (second phase)

CITY OF CAMARILLO 601 Carmen Drive, Camarillo, CA

Project: Renovation of corp yard restrooms and break rooms, renovation of City Hall restrooms, Needs assessment for City Hall.
Cost: TBD.
Description: Interior remodels of existing restrooms, shower rooms, and break rooms. Programmatic needs assessment for a future renovation of the City Hall building.
Staff: Andrew Goodwin, AIA (Architect), Michael DeMartini(QA/QC Architect), Kristen Fauske (PM)
Client Manager: Mitchell Cameron, Director of Administrative Services/Chief Innovation Officer, mcameron@cityofcamarillo.org, 805-383-5432
Years: TBD

CONEJO RECREATION & PARK DISTRICT 403 W Hillcrest Drive, Thousand Oaks, CA 91360

Project: Conejo Community Center and Park
Cost: Greater than \$10,000,000.00 estimate.
Description: New 15,000sf community center and renovation to the existing Conejo Community Park, landscaping, and parking lot.
Staff: Andrew Goodwin, AIA (Architect, QA/QC Manager), Michael DeMartini (Senior Project Architect)
Client Manager: Andrew Mooney, Senior Park Planner, amoonney@crpd.org, 805-495-6471
Years: 2020- present



CITY OF SEASIDE
PROFESSIONAL SERVICE AGREEMENT FOR
NON- CONSTRUCTION PROJECT
ON-CALL ARCHITECTURE AND STRUCTURAL
ENGINEERING

This PROFESSIONAL SERVICE AGREEMENT (PSA) FOR NON-CONSTRUCTION PROJECT ("AGREEMENT"), is made and effective AS OF **May 1, 2025** between the City of Seaside ("AGENCY"), a municipal corporation and **Roesling Nakamura Terada Architects, Inc., a corporation** ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This AGREEMENT shall commence on **May 1, 2025** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2026** unless sooner terminated pursuant to the provisions of this AGREEMENT.

II. SERVICES

CONSULTANT shall perform the tasks described and set forth in **Exhibit A** and **Exhibit D**, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in **Exhibit A** and **Exhibit D**. To the extent that **Exhibit E** is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing.

III. PERFORMANCE

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

IV. AGENCY MANAGEMENT

Agency's City Manager or his/her designee 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 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.

V. PAYMENT

- A. The AGENCY agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit A**, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **THREE HUNDRED THOUSAND DOLLARS (\$300,000.00)** 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 Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency 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. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefore.

VI. 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 5.

VII. 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 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 designee 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 or fails to present the AGENCY with a written plan for the cure of the default, 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.

VIII. 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 or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- B. Upon completion of, or in the event of termination or suspension of this Agreement, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer discs, and reports prepared by the Contractor under this Agreement shall become the sole property of 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.

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless AGENCY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify and hold harmless AGENCY shall not extend to the AGENCY's sole or active negligence.

B. 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 indemnity. 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.

X. 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.

XI. INDEPENDENT CONSULTANT

- A.*** CONSULTANT is and shall at all times remain as to the AGENCY a wholly independent consultant and/or independent contractor. 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.

XII. 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.

XIII. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure was 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 has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this Section shall be a material breach of this AGREEMENT entitling the AGENCY to any and all remedies at law or in equity.

XIV. 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.

XV. 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 ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the AGENCY, unless the AGENCY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the AGENCY of such Discovery. AGENCY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless AGENCY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such 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.

XVI. 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

To Roesling Nakamura Terada Architects
CONSULTANT: 872 Higuera Street
San Luis Obispo, CA 93401

XVII. 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, only CONSULTANT shall perform the services described in this AGREEMENT. **Tyson Cline, AIA** may use assistants, under his/her direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide AGENCY fourteen (14) days' notice prior to the departure of **Tyson Cline, AIA** 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. Before retaining or contracting with any CONSULTANT for any services under this AGREEMENT, CONSULTANT shall provide AGENCY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such sub-consultant which shall include and indemnity provision similar to the one provided herein and identifying AGENCY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from AGENCY for such insurance.

XVIII. 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.

XIX. 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.

XX. 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 and pertaining to the subject of this AGREEMENT or with respect to the terms and conditions of this AGREEMENT, 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.

XXI. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

CONSULTANT is bound by the contents of the Proposal, **Exhibit "A"** hereto and incorporated herein by this reference. In the event of conflict, the requirements of the Proposals and this AGREEMENT shall take precedence over those contained in the CONSULTANT's proposals. The incorporation of the CONSULTANT's proposal shall be for the scope of services to be provided only, and any other terms and conditions included in such proposal shall have no force and effect on this AGREEMENT or the relationship between CONSULTANT and/or AGENCY, unless expressly agreed to in writing.

XXII. 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.

*** Signatures on next page***

EXHIBIT "A"

SCOPE OF SERVICES

Consultant hereby agrees to provide to the City of Seaside, as the scope of services under this Agreement, the services described on City's Request for Proposal for On-Call Architectural and Structural Engineering Professional Services dated January 16, 2025 (Exhibit "D") which outlines the scope of services and work under this contract, and the approved Consultant's Proposal dated February 21, 2025 (Exhibit "E").

During the course of this Agreement, the City will identify tasks and ask the Consultant to prepare a task proposal which, at a minimum, will include: scope of work, "not-to-exceed" cost, and schedule. Additional tasks will be assigned as new exhibits to this contract, with each new task being sequentially as Exhibit A1, A2, A3, etc.

No Task may be assigned under this contract unless that project has been separately budgeted for and approved by the City Council. The City is under no obligation to expend any funds under this Contract unless it determines it is in the City's best interest to do so. The City is under no obligation to utilize the prequalification list for any particular project and may instead seek services for that project pursuant to the City's purchasing guidelines. When work is performed pursuant to the prequalification list established by this RFP and this Agreement, work will be performed on a rotating basis among the pre-qualified consultants, based on consultants' availability.

A Notice to Proceed will be issued by the City for each task under this Agreement. In case of any conflicting terms it is the express intent of the parties hereto that the order of precedence and controlling language shall be as follows:

- 1) this Agreement;
- 2) the City's Request for Proposal;
- 3) the Consultant's proposal.

EXHIBIT "B"

PAYMENT

I. Progress Authorization

Written authorization to proceed from the City authorizes the Consultant to generate the not-to-exceed cost of **\$300,000 per contract and \$75,000 per assigned task.**

II. Invoice procedure.

- A. Payment shall be at the conclusion of the Assigned Task based on the billable charges.
- B. The Consultant shall present the bill for charges by the second day of the month.
- C. The Consultant's bill shall be substantiated by appropriate documentation, and include an itemized listing of personnel, subConsultants, and other direct costs incurred.

III. Maximum billable amounts

Under no circumstance shall the total of all payments to the Consultant exceed ninety percent (90%) of the maximum "not-to-exceed" cost, prior to acceptance by the City of all items to be completed as noted within Exhibit "A" or any Assigned Task.

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.

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

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

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

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

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

City of Seaside



REQUEST FOR PROPOSALS

On-Call Architectural and Structural Engineering Professional Services

ISSUING OFFICE: City of Seaside
Public Works Department
440 Harcourt Avenue
Seaside, CA 93458

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PUBLIC NOTICE

REQUEST FOR PROPOSALS

Request for Proposals (RFPs) must be received by the Public Works Department, no later than 5:00 p.m., February 21st, 2025 via PlanetBids.

Architectural and Structural Engineering Professional Services

No proposer shall discriminate in employment practices on the basis of race, color, national origin, ancestry, disability, gender, or religion.

No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any matter leading to the award of contract.

The right is reserved by the City of Seaside to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted, and to award the contract according to the proposal which best serves the interests of the City.

Dated this 16th day of January 2025 at Seaside, California.

By: Thomas Korman, P.E., P.L.S. Public Works Director/ City Engineer

City of Seaside, California

Publication Date: January 16, 2025

SECTION 1
INSTRUCTIONS AND CONDITIONS

1.1 Project Description

The City of Seaside ("City") is seeking proposals from qualified firms or individuals to provide On-Call Civil Architectural and Structural Engineering Services. The scope of on-call architectural and structural engineering work shall include, but not be limited to, the full range of services typically required to perform architecture and structural engineering services within the City. This RFP is subject to the requirements of Purchasing Guidelines for the City of Seaside. This solicitation is not intended to create an exclusive service agreement and multiple contracts may be awarded.

The City is seeking professional architectural and structural engineering services for mid-size projects with a focus on renovations and modifications to existing facilities, including but not limited to: office buildings, community center, outdoor park structures, and site work. In addition, the City is seeking Architectural services specializing in the preservation and rehabilitation of California's historic structures and fully versed in the Secretary of the Interior's Standards as well as, the State of California's Historical Building Code and their implications on individual projects.

Proposals will be considered only from Consultants who can demonstrate the following minimum qualifications:

1. Consulting firm is licensed to practice architecture in the State of California, and is able to effectively provide the required professional services.
2. The individual or individuals or sub-consultants who will be assigned the responsibility to projects shall have significant experience in design and construction consulting within the last five years in the State of California.
3. Consultant and staff shall be knowledgeable of all applicable building codes, American with Disabilities Act / Facilities
4. Experience in with building conservation, historic preservation, sustainability, and the interrelationship between older structures and community context.
5. Transition Plans, federal, state and local by-laws as applicable.
6. Firms shall be able to meet the schedule set by City of Seaside Department of Public Works

The selected consultant will provide the full range of services including the performance of various capital projects or other public works related projects within the City.

Task orders will be created under a Master Agreement and may include, but are not limited to, work within the public right-of-way, parks, buildings and grounds or to act as an extension of City staff.

Tasks may consist of full design, from conception to construction, or be of a very limited nature.

Each task will be based upon an agreed upon scope, schedule, and “not-to-exceed” cost.

An individual task order will be created under this Master Agreement for the completion of each task.

Terms of Work:

- A. The term of the agreement will be for an initial one (1) year period and will include an option for two (2) annual extensions which will occur automatically unless terminated in accordance with the contract. The total term of this Agreement will not exceed three (3) years.
- B. The aggregate not-to-exceed fee for all tasks provided during the initial two-year term of the Agreement shall be \$300,000.00. No task may be awarded pursuant to this contract that exceeds \$75,000. Tasks estimated to cost over \$75,000 require a separate RFP.
- C. During the course of the Agreement the City will identify tasks and ask the Consultant to prepare a task proposal, which, at minimum, will include:
 - a. scope of work
 - b. schedule, and
 - c. “not-to-exceed” cost based on the scope of work, with a hard not to exceed cost of \$75,000 per task.

A Notice to Proceed will be issued by the City for each task under this Agreement.

- D. All drawings, reports, data, computer files, specifications, calculations, and studies prepared by the Consultant shall become the property of the City, with all rights of ownership, including copyrights and reproduction of the same.

1.2 Information

Submit an electronic copy on or before 5:00 p.m., Friday, February 21, 2025. Proposers are directed to mail one (1) copy the consultant's schedule of fees submitted in a separate sealed envelope, post marked prior to the submission deadline.

For hand delivery, or mail delivery, please use the following address:

City of Seaside
Public Works Department – Engineering Division
440 Harcourt Avenue
Seaside, CA 93955

Unless otherwise directed, all communications regarding this Request for Proposals should be directed to the Public Works Department, via email at pwinfo@ci.seaside.ca.us

Any revisions to the Request for Proposal will be issued and distributed as Addenda. Proposers are specifically directed not to contact any other City personnel for meetings, conferences, or technical discussions related to this Request for Proposal. Failure to adhere to this policy may be grounds for rejection of proposal.

1.3 Important Notice

The City of Seaside will not be responsible for oral interpretations given by any City employee, representative, or others. Proposers are cautioned that any statements made that materially change any portion of the proposal documents shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued, the City will attempt to notify all prospective consultants. However, it will be the responsibility of each prospective consultant, prior to submitting its proposal, to determine if addenda were issued via PlanetBids, and to make such addenda a part of their proposal.

1.4 Definitions

1. "Agency" refers to the City of Seaside, an Agency established under the laws of the State of California.
2. "Days" refers to working days of the City of Seaside when used in context with Agency's bid protest procedures.
3. The terms "file" or "submit" refer to the date of receipt by Agency.
4. "Interested party" includes all bidders on the contract or procurement. The term may also include a subconsultant or vendor at any tier who shows

that it has a substantial economic interest in a provision of the Request for Proposals (RFP), or of the interpretation of such a provision.

5. "Local" as used herein refers to the County of Monterey and the State of California. When used in conjunction with the phrase "laws and regulations" it is construed to mean only those laws or regulations associated with the provision of public funds. It is not construed to include the purchasing and/or protest procedures used by either of the aforementioned entities.
6. "Request for Proposal" as used herein, also includes the term "offer" or "RFP" as used in the context of negotiated procurements.
7. "Administrator" or "Manager" as used herein refers to the project manager of the City of Seaside.

1.5 Contracting Agency

The City of Seaside will administer the contract resulting from this Request for Qualification.

1.6 Legal Responsibilities

All proposals must be submitted, filed, made, and executed in accordance with State of California and Federal laws relating to proposals for contracts of this nature, whether the same or expressly referred to herein or not.

1.7 Business Tax Certificate

Possession of a City of Seaside Business Tax Certificate is not required to submit a proposal in response to this invitation. However, Consultant shall be required to possess, at its own expense, a valid and current City of Seaside Business Tax Certificate prior to commencing work. Fee is based on gross receipts for all business transactions in the City of Seaside.

1.8 Withdrawal of Proposals

Any proposal may be withdrawn at any time prior to the time fixed in the public notice for the receipt of proposals only by written request filed with the City of Seaside Project Manager. The request shall be executed by the offeror or his duly authorized representative. The withdrawal of a proposal does not prejudice the right of the offeror to file a new proposal. No proposal may be withdrawn after the time fixed in the public notice for the receipt of proposals.

1.9 Rejection of Proposals

Failure to meet the requirements of the Request for Proposals (RFP) will be cause for rejection of the proposal. The City may reject the proposal if it is incomplete, contains irregularities of any kind, or is offered conditionally. The City reserves the right to reject any and all proposals without cause.

The proposal is to be prepared in such a way as to provide a straightforward, concise delineation of the information requested. Proposals which contain false or misleading statements, or which do not support an attribute or condition claimed by the proposer, may be cause for rejection of the proposal. If, in the sole opinion of the City, such information was intended to mislead the City in its evaluation of the proposal, it will be cause for rejection of the proposal.

1.10 Evaluation

Evaluation and selection of statement of qualifications will be based on the qualifications and evaluation criteria outlined in the RFP request. Brochures or other promotional presentations beyond that which is deemed sufficient to submit a complete and effective proposal are not desired. Elaborate artwork, expensive paper or binders, and expensive visuals are not necessary and will not affect the evaluation process.

The City of Seaside reserves the right to make the selection of a proposer based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipate initiative and ability of the proposer to perform the services set forth herein.

The City of Seaside reserves the right to reject any or all statement of qualifications, to waive any requirements, both the City's and those proposed by the proposer; to waive any irregularities or informalities in any proposal or the RFP process when it is in the best interest of the City to do so; to negotiate for the modification of any proposal with mutual consent of the proposer; to re-advertise for RFP proposals, if desired; to sit and act as sole judge of the merit and qualifications of the service offered; and to evaluate in its absolute discretion, the proposal of each proposer, so as to select the proposer which best serves the requirements of the City, thus providing that the best interest of the City will be served. The proposer's past performance, and the City's assurance that each proposer will provide service as proposed, will be taken into consideration when statement of qualifications are being evaluated.

The City may make such investigation as it deems necessary to determine the ability of a proposer to furnish the required services, and the proposer will furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the City that such proposer is properly qualified to carry out the

obligations of a contract and to deliver the services contemplated herein or the service of any consultant who has previously failed to perform properly, or complete on time, contracts of a similar nature. Any material misrepresentation or material falsification of information provided to the City in the proposer's submission, or at any point in the evaluation process, including any interview conducted, is grounds for rejection of the proposal. In the event that the misrepresentation or falsification is not discovered until after any agreement is awarded, the agreement may be terminated at that time. A determination as to whether a misrepresentation or falsification of the submission is material shall be made solely in the exercise of the City's sole discretion. The City expressly reserves the right to reject the proposal of any consultant who is in default on the payment of taxes, licenses, or other monies due the City of Seaside.

The City reserves the right to conduct a background inquiry of each proposer which may include the collection of appropriate criminal history information, contractual and business associations and practices, employment histories, and reputation in the business community. By submitting a statement of qualifications to the City, the proposer consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

1.11 Pricing Guidelines

Proposers shall provide proposed fees and cost information as a part of this RFP. Fee schedules submitted in response to this RFP shall identify hourly rates and be no higher than the proposer's standard commercial rates for same services. Fees submitted may be used as a basis of negotiation with the successful consultant.

1.12 Proprietary Information

The proposals received shall become the property of the City of Seaside and are subject to public disclosure. Proposers are to indicate any restrictions on the use of data contained in their responses. Those parts of a proposal which are defined by the bidder as business or trade secrets, as that term is defined in California Government Code, Section 6254.7, and are reasonably marked as "Trade Secrets", "Confidential" or "Proprietary" shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most or all, of their proposal as exempt from disclosure may be deemed non-responsive.

1.13 Tentative Selection Schedule

Issuance of RFP	January 16, 2025
Question Submission deadline	5:00 p.m., February 7, 2025
Submission deadline	5:00 p.m., February 21, 2025
Council Award of contract	March 20, 2025 (tentative)

SECTION 2

OVERVIEW

PROJECT OVERVIEW

2.1 Introduction

The City of Seaside, Public Works Department, invites perspective consultants to submit Proposals to perform on-call Architectural and Structural Engineering Professional Services.

If used, subconsultant qualifications should be listed and the Public Works Department would like to see subconsultant key staff individual resumes, their placement on the organization chart, and subconsultant firm project experience.

2.2 Term of Contract

The term of the agreement will be for an initial one (1) year period and will include an option for two (2) annual extensions which will occur automatically unless terminated in accordance with the contract. The total term of this Agreement will not exceed three (3) years.

2.3 Scope of Work

See Section 4, Attachment A – Scope of Work.

2.4 Selection and Evaluation Factors

Successful consultants shall be selected by the City of Seaside on a rational basis. Evaluation factors outlined below shall be applied to all eligible responsible and responsive proposers in comparing proposals.

A proposer may be selected without discussion after Statement of Qualifications are received. Therefore, proposals should be submitted on the most favorable terms.

- A. Evaluation Criteria. An evaluation committee of City staff personnel will review and evaluate all proposals received by the due date based on the following criteria:

- a. Ability to Design an Approach and Work Plan to Meet the Project Requirements. An assessment of the overall quality of the proposal. Qualities and indicators that will receive consideration include the proposer's performance in converting the Scope of Work into a work plan; the detail and clarity of the discussion as to the proposer's approach to undertaking the project; the proposer's performance in identifying any special problems or concerns which may be associated with the project

and preliminary ideas about how these obstacles should be addressed; the inclusion of any unique approaches which are designed to save time and money or increase the benefits or effectiveness of the proposed work; the demonstrated ability to work with governmental bodies; and a full understanding of applicable laws or regulations that relate to the project.

- b. Ability of the Proposer to Carry Out and Manage the Proposed Project. An assessment of the past experience of the organization in general. Qualities and indicators that will receive consideration include the number and types of projects the organization or its employees have completed; the variety of projects completed and a demonstration of the organization's ability to undertake this project; the general level of experience in the areas of supervision, observing and monitoring projects; the organization's ability to realize timetables and quality control objectives; and the demonstrated general ability to bring about a successful completion of the projects under the proposer's direction.
 - c. Staff: An assessment of the perceived ability of each organization to devote the necessary human resources and management attention to the project. Do the qualifications of key personnel to be assigned to the project coincide with project's requirements? Do assigned personnel and subconsultant personnel have requisite education, experience, and professional qualifications and licenses?
 - d. Familiarity with Locality: Does the firm have familiarity with the City required to successfully complete the project? How close are the firm's permanent offices to the City of Seaside?
 - e. Willingness to Comply with the Proposed Agreement Terms. A sample agreement is attached as Section 3. Proposals will be rated based on any exceptions taken to the proposed agreement.
 - f. Reputation: Are the firm's references from past clients and associates favorable; and, does the firm show financial and operational stability?
- B. Procedures
- a. At the completion of the review process, proposers will be ranked based on the Evaluation Criteria described in section VIII.A above. The City will select the highest ranked firm or, at City's option, the most highly qualified firms will form a "shortlist."
 - b. Should the City elect to establish a "short list," firms on the short list may be asked to formally present their proposal in or via remote teleconferencing and respond to interviewer questions. The interview

panel will be the evaluation committee. The presentation and interview session will not exceed one hour per proposer. Following presentations/interviews, the evaluation committee will complete its ranking.

- c. Upon completion of the rankings, fee negotiations will commence with the highest ranked firm. If the fees are mutually agreed upon after negotiations, an agreement will be placed on a City Council agenda for approval consideration. If fee negotiations are unsuccessful with the highest ranked firm, that firm will be excused, and the fee schedule of the next highest ranked firm will be negotiated.
- d. It is anticipated that any award of an agreement for services will be made by the City Council within 90 days of proposal submission.

2.5 Inquiries

Inquiries must be submitted via PlanetBids. City shall issue any necessary clarification in writing to all proposers. Proposers should not rely on verbal discussion in lieu of written communication. Failure to adhere to this requirement could render the proposal non-responsive.

2.6 Contract Incorporation

Proposer should be aware that the City of Seaside's attached "agreement" shall become the actual contract document. The terms and conditions defined in Section 3 are to be used as a basis for a contemplated contract. Any modifications to this recommended sample contract will require prior negotiations and approval of the City. Failure of a proposer to accept this obligation may result in the rejections of its proposal or cancellation of any award.

2.7 Negotiations

The City of Seaside reserves the right to negotiate all elements which comprise the proposal to ensure the best possible consideration for all concerned.

2.8 Proposal Format

Proposals must follow the format outlined in Section 4, Attachment B – Proposal Requirements and all requested information must be supplied. Failure to submit a complete Proposal in the required format shall be considered non-responsive.

SECTION 3

AGREEMENT



CITY OF SEASIDE
PROFESSIONAL SERVICE AGREEMENT FOR
NON- CONSTRUCTION PROJECT
[INSERT PROJECT TITLE]

This PROFESSIONAL SERVICE AGREEMENT (PSA) FOR NON-CONSTRUCTION PROJECT ("AGREEMENT"), is made and effective AS OF [insert date] between the City of Seaside ("AGENCY"), a municipal corporation and [insert consultant], [a sole proprietorship, partnership, limited liability partnership, corporation] ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This AGREEMENT shall commence on [insert date] are completed, but in no event later than [insert date] unless sooner terminated pursuant to the provisions of this AGREEMENT.

II. 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. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing.

III. PERFORMANCE

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

IV. AGENCY MANAGEMENT

Agency's City Manager or his/her designee 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 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.

V. PAYMENT

A. The AGENCY agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **[total amount of contract--\$\$\$]** 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 Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency 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. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefore.

VI. 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 5.

VII. 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 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 designee 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 or fails to present the AGENCY with a written plan for the cure of the default, 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.

VIII. 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 or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- B. Upon completion of, or in the event of termination or suspension of this Agreement, all finished or unfinished documents, data, studies, surveys, [project name]

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.

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless AGENCY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify and hold harmless AGENCY shall not extend to the AGENCY's sole or active negligence.

B. *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 indemnity. 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.

X. INSURANCE

CONSULTANT shall maintain prior to the beginning of and for the duration of this AGREEMENT insurance coverage as specified in Exhibit B attached to and part of this AGREEMENT.

XI. INDEPENDENT CONSULTANT

- A. CONSULTANT is and shall at all times remain as to the AGENCY a wholly independent consultant and/or independent contractor. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT

[project name]

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.

XII. 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.

XIII. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure was 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 has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this Section shall be a material breach of this AGREEMENT entitling the AGENCY to any and all remedies at law or in equity.

XIV. 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.

XV. 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 ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the AGENCY, unless the AGENCY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the AGENCY of such Discovery. AGENCY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless AGENCY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such 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.

XVI. 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

To [name]
CONSULTANT: [address]
 [city/state/zip code]

XVII. 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, only CONSULTANT shall perform the services described in this AGREEMENT. **[consultant name]** may use assistants, under his/her direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide AGENCY fourteen (14) days' notice prior to the departure of [Insert name] 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. Before retaining or contracting with any CONSULTANT for any services under this AGREEMENT, CONSULTANT shall provide AGENCY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such sub-consultant which shall include and indemnity provision similar to the one provided herein and identifying AGENCY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from AGENCY for such insurance.

XVIII. 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.

XIX. 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.

XX. 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 and pertaining to the subject of this AGREEMENT or with respect to the terms and conditions of this AGREEMENT, 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.

XXI. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

CONSULTANT is bound by the contents of the Proposal, Exhibit "A" hereto and incorporated herein by this reference. In the event of conflict, the requirements of the Proposals and this AGREEMENT shall take precedence over those contained in the CONSULTANT's proposals. The incorporation of the CONSULTANT's proposal shall be for the scope of services to be provided only,

and any other terms and conditions included in such proposal shall have no force and effect on this AGREEMENT or the relationship between CONSULTANT and/or AGENCY, unless expressly agreed to in writing.

XXII. 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

By: _____
(signature)

Name of Consultant

(name)
(City Manager)
(City of Seaside)

Attachments:
Exhibit A - Proposal
Exhibit B – Payment
Exhibit C - Insurance Requirements

EXHIBIT "A"

SCOPE OF SERVICES

Consultant hereby agrees to provide to the City of Seaside, as the scope of services under this Agreement, the services described on City's Request for Proposal for On-Call Architectural and Structural Engineering Professional Services dated _____ (Exhibit "D") which outlines the scope of services and work under this contract, and the approved Consultant's Proposal dated [insert date] (Exhibit "E").

During the course of this Agreement, the City will identify tasks and ask the Consultant to prepare a task proposal which, at a minimum, will include: scope of work, "not-to-exceed" cost, and schedule. Additional tasks will be assigned as new exhibits to this contract, with each new task being sequentially as Exhibit A1, A2, A3, etc.

No Task may be assigned under this contract unless that project has been separately budgeted for and approved by the City Council. The City is under no obligation to expend any funds under this Contract unless it determines it is in the City's best interest to do so. The City is under no obligation to utilize the prequalification list for any particular project and may instead seek services for that project pursuant to the City's purchasing guidelines. When work is performed pursuant to the prequalification list established by this RFP and this Agreement, work will be performed on a rotating basis among the pre-qualified consultants, based on consultants' availability.

A Notice to Proceed will be issued by the City for each task under this Agreement. In case of any conflicting terms it is the express intent of the parties hereto that the order of precedence and controlling language shall be as follows:

- 1) this Agreement;
- 2) the City's Request for Proposal);
- 3) the Consultant's proposal.

EXHIBIT "B"

PAYMENT

I. Progress Authorization

Written authorization to proceed from the City authorizes the Consultant to generate the not-to-exceed cost of **\$300,000 per contract and \$75,000 per assigned task.**

II. Invoice procedure.

- A. Payment shall be at the conclusion of the Assigned Task based on the billable charges.
- B. The Consultant shall present the bill for charges by the second day of the month.
- C. The Consultant's bill shall be substantiated by appropriate documentation, and include an itemized listing of personnel, subConsultants, and other direct costs incurred.

III. Maximum billable amounts

Under no circumstance shall the total of all payments to the Consultant exceed ninety percent (90%) of the maximum "not-to-exceed" cost, prior to acceptance by the City of all items to be completed as noted within Exhibit "A" or any Assigned Task.

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.

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

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

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

Umbrella or excess liability insurance. [Optional depending on limits required].

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

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

SECTION 4 ATTACHMENTS

ATTACHMENT A – SCOPE OF WORK

Architectural and Structural Engineering

TYPICAL SERVICES REQUIRED

The required services and abilities required to successfully perform geotechnical engineering and testing services on the project types listed above include but are not limited to:

1. Building Design: Professional and efficient development of new construction or renovation plans that successfully resolve a client's space planning and design requirements.
2. Facility/Building Analysis/Existing Conditions Report: Evaluation of an existing building including components such as walls, windows, roofs, floor plans, room layouts, building science audits and equipment resulting in a summary report of the findings.
3. Code Analysis: Project-specific review of applicable codes including building codes, accessibility standards, energy standards, local zoning ordinances, land use plans, and other regulations.
4. Energy-Efficiency Assessments: Review of building components, insulation levels, heating and lighting systems, and operational features to assess current performance levels and opportunities for energy savings.
5. Feasibility Study with Cost Estimating: A report outlining options and associated costs for potential solutions to a stated project goal, for example, change of use for an existing structure. Often includes basic drawings or sketches explaining the solutions.
6. Space Planning: Graphic study showing arrangement of spaces, room layouts, and activities making up a floor plan. Studies will show room dimensions, shapes, number and types of spaces, and relationships (adjacencies) for all desired spaces. Multiple arrangements can be developed and evaluated for efficiency and functional success.
7. Site Planning: Development of site plan options showing boundary lines, potential development boundaries, building location(s), pedestrian access, sidewalks, parking, landscaping, lighting, surrounding context and other features.
8. Permitting: Production of drawings and permit applications necessary to submit for zoning or building permits. May include formal presentations to review boards or informal negotiation with regulators, zoning/planning administrators, fire marshals, and other officials.
9. Consultant Selection/Construction Administration Assistance: Professional and experienced assistance with the selection of qualified General Consultants or Construction Managers. This may include the preparation of competitive bid packages, review of bids, recommendations for award of bids, preparing owner-Consultant agreements, and construction administration.

10. Creative, Artistic & Technological Design: Imaginative, functional and aesthetic solutions to a client's stated needs. Assistance with envisioning new, creative solutions to problems that have been difficult to solve.

Other services provided by architects:

- Historic preservation research, evaluation and design
- Existing building measurement; preparation of existing building drawings
- As-Built record drawings documenting existing or recently completed work
- Master planning research and analysis
- Cost estimating related to design options
- Project information surveys
- Design team and process/integration management
- Conceptual design and regional/cultural context
- Sustainability and energy use/production analysis and design
- Water and wastewater use analysis and design
- Project programming, pre-design planning
- Rating system (LEED, WELL, Passive House, etc.) coordination and management
- Space utilization, functionality, economic and pre-design analysis
- Indoor air quality and interior analysis
- Interior design
- Accessibility reviews and design
- Site selection, studies and design
- Land use analysis and design
- Landscape design
- Specifications writing, bid package preparation
- Consultant coordination and management
- Construction administration, time, cost and quality management
- Public hearing and data collection assistance
- Consultant bidding, negotiation, contract and process assistance to the owner
- Project-related public agency coordination and management
- Illustration rendering and 3D design modeling

ATTACHMENT B – PROPOSAL REQUIREMENTS

- A. Proposals shall be a maximum of 30 individual pages.
- B. All proposals shall include the following minimum information:
 - a. Cover letter of interest. Please identify the location of the key individuals who will be assigned to work on this agreement.
 - b. Firm Background. Brief description of your firm's history, capabilities, and target markets.
 - c. Management and Team Members. Provide a description of the team/consultant organization, and a work plan that identifies the personnel to be assigned to each task. The organization description should clearly identify who will be the project manager and the day-to-day contact person for the job. Include relevant experience of the team members who will be assigned to the project.
 - d. Subconsultants. A list of subconsultants to be used, if any, and their expertise as called for in Item 1, above.
 - e. Scope of Work. A description of methodology, techniques, and procedures for each of the scope of work items with an explanation of how the proposer plans to approach the tasks and the steps that will be taken to complete the task including analytical methods and tools. Proposers must demonstrate that they understand the magnitude and importance of each individual task. If appropriate, tasks should be organized into phases constituting measurable deliverables.
 - f. Organization Qualifications. Provide an outline of the organization qualifications indicating relevant background experience and capabilities for this work. A list of major projects, both ongoing and planned, to which the organization is committed during the time frame of this project should also be provided. Include the staff resources devoted to those projects and the status of the projects.
 - g. Project Experience. Describe at least three specific projects that the firm and proposed key personnel have worked on within the past five years, including client contact names, telephone numbers, and email addresses. If your firm has completed similar projects without the involvement of the proposed key personnel, please note this in your proposal.

- h. Sample Plans. Provide sample plans completed recently for a public agency (2 sheets maximum, 11"x17" maximum size sheet).
- i. Project Management. Provide a description regarding how work is scheduled, prioritized, and what structures are in place to ensure your firm meets project time lines.
- j. References. Provide at least three (3) client references with phone numbers for relevant work. Specify the client, location, consultant firm members and participating individuals and their roles on team (principal, project director, etc.), type of work, implementation results or status, examples of work, and other relevant information as needed.

Your proposal should elaborate on all services your firm offers, even if not specifically asked for in this RFP. If appropriate, identify the number of staff assigned to each of the service areas and summarize their individual qualifications.

C. Fee Schedule

A fee schedule shall be submitted by mail as a part of this RFP in a separate sealed envelope per the instructions above.

Fee schedules submitted in response to this RFP shall identify hourly rates and be no higher than the proposer's standard commercial rates for same services.

Fees submitted may be used as a basis of negotiation with the successful consultant.

Include an hourly rate for each category of employee (i.e., Principal, Technician, etc.) and fees for applicable direct costs (blueprint, reproduction, etc.).

No "mark-up" will be allowed for direct costs.

If applicable, per diem shall be billed at a maximum of the GSA rate and mileage shall be billed at the IRS mileage rate in place at the time of billing.

No "mark-up" will be allowed for per diem or mileage. Sub-consultant services are to be billed at cost plus ten percent (10%) maximum.

City of Seaside



REQUEST FOR PROPOSALS

Addendum No. 1

On-Call Architectural and Structural Engineering Professional Services

February 10, 2025

Issuing Office:

City of Seaside

Public Works Department – Engineering Division

440 Harcourt Avenue

Seaside, CA 93955

REQUESTS FOR INFORMATION: Questions and Answers

1. As noted in item 6 of the project description minimum qualifications, is there a proposed schedule or sample schedule available for review for the proposed projects?

ANSWER: There is no proposed schedule or sample schedule available for review for the proposed projects at this time.

2. Please confirm whether or not a funding source for these projects has been identified and if they are subject to any grant requirements, i.e. ARPA, BABA, etc?

ANSWER: No particular funding source has been identified at this time.

3. Regarding item "B.e" in the Proposal Requirements section, please advise if providing a general project approach is acceptable as this RFP contains many diverse project types?

ANSWER: Yes, a general project approach is acceptable.

4. Please confirm that Item C "Fee Schedule" in the Proposal Requirements is just limited to a bill rate list by department/title as there is not a defined scope of work.?

ANSWER: Yes, confirming that the Fee Schedule is just limited to a bill rate sheet.

City of Seaside



REQUEST FOR PROPOSALS **Addendum No. 2**

On-Call Architectural and Structural Engineering Professional Services

February 11, 2025

Issuing Office:

City of Seaside

Public Works Department – Engineering Division

440 Harcourt Avenue

Seaside, CA 93955

REQUESTS FOR INFORMATION: Questions and Answers

1. Is looking for proposals from individual disciplines (e.g., structural engineering services only) or if a full team with multiple disciplines is required?

ANSWER: The City is looking for an Architecture and Structural Engineering team for this RFP.

EXHIBIT E
CONSULTANT'S PROPOSAL



Roesling Nakamura Terada Architects

City of Seaside

Response to: On-Call Architectural and
Structural Engineering Professional Services RFP

February 21, 2025





Ralph Roesling
Chikako Terada
Joe Mansfield
Raúl Díaz
Rommel Olaes
Tyson Cline
Rick España
Gemma Hsiueh
Chris Bradbury
Brandon Martella

Thomas Korman, P.E., P.L.S.
Public Works Director / City Engineer
City of Seaside Public Works Department
440 Harcourt Ave. Seaside, CA 93458

February 21, 2025

RE: On-Call Architectural and Structural Engineering Professional Services

Dear Mr. Thomas Korman and Selection Committee,

On behalf of Roesling Nakamura Terada Architects, Inc. (RNT Architects), I am pleased to submit our qualifications for the City of Seaside.

With 45 years in the profession, Roesling Nakamura Terada Architects, Inc. (RNT) has a diverse resume, working on public projects of various sizes, scopes, and functions for federal, state and local municipalities. RNT is a service-oriented firm that takes pride in being responsive to our clients' needs. The key to this type of work is being responsive and coordinating multiple projects with differing programs for various project managers. Our proven collaborative approach allows us to understand current and long-term requirements of stakeholders and users, and to design facilities and interior spaces to cost-effectively meet goals.

RNT is very comfortable managing multi-project, as-needed contracts, as we have held similar contracts with the following public entities:

- City of San Luis Obispo
- City & County of Ventura
- City of Oxnard
- City & County of San Diego
- National Park Service
- California State Parks
- U.S. Navy & U.S. Air Force
- California Army and Air National Guard
- Bureau of Land Management
- U.S. Postal Service
- Port of San Diego
- Metropolitan Water District
- Ojai USD
- Pleasant Valley USD
- Ventura USD
- Montecito USD
- University of California Santa Barbara
- San Diego USD

Our locally based team is led by myself, as Principal-in-Charge, and Chris Bradbury from our Ventura office and Ansgar Killing, who is located in our San Luis Obispo office and will serve as Project Manager and the City's main point-of-contact for this contract .

Our decades of well-rounded expertise, particularly with renovations and historic preservation and restoration, will be invaluable for the various projects anticipated through the City of Seaside's on-call contract. We have also produced numerous mixed use development studies that work as catalyst projects for improving neighborhoods and community activities areas. Moreover, with great passion for our local Central Coast community, we are devoted to helping cities like Seaside improve their civic facilities and preserve their unique architectural heritage. We thank you for your consideration and look forward to speaking with you more!

Sincerely,

Tyson Cline, AIA
Principal
Roesling Nakamura Terada Architects, Inc.

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San Elijo Joint Powers Authority Headquarters

1

Firm Background

"The architecture is very impressive and blends in beautifully with the scenic San Elijo Lagoon... This new office building reflects the vision that San Elijo Joint Powers Authority of having water treatment services blending in with a clean, odor free, green environment."

– Anthony Petrozzelli, San Elijo Joint Powers Authority Contract Employee

Firm Overview

RNT is a full-service architectural firm with experience in a wide variety of project types. With over 100 awards in architectural excellence and sustainable design, the firm is particularly known for civic, and institutional projects, as well as private sector projects that benefit the larger community. We serve Central and Southern California and beyond from our offices in Ventura, San Diego, and our local office in San Luis Obispo located at: 872 Higuera St San Luis Obispo, CA 93401.

Firm Background

Established in 1980, the beliefs of RNT are firmly rooted in creating meaningful and sustainable environments that elegantly meet or exceed our clients' objectives. With a team of 40 design professionals and support staff in our Ventura, San Diego, and San Luis Obispo offices, we strive to provide a rational method to problem solving with artistic vision and grace. RNT's collaborative approach toward architectural design and programming, urban design, community planning, industrial and graphic design, creates places that transform communities and enrich lives.

The following values guide our practice, which is focused on the creation of spaces that strengthen communities and experiences that result in positive individual outcomes.

Firm Values

Joy of Craft

Care & Design
Integrity

Commitment
to Client &
Community

Commitment to
Environmental
Stewardship

Firm and Team Strength

Our team takes a creative, yet practical approach. RNT is design and cost sensitive. Our experience with similar "on-call" contracts has afforded us the understanding of the project range potential. Our on-call contracts have varied from simple tenant improvements and accessibility upgrades to civic center masterplans and fire stations designs. We understand how to balance good design, sustainability, minimal maintenance needs, low initial costs and lifetime running costs. RNT understands the difficulties our public clients face in providing quality community environments with limited budgets and time constraints.

Our strengths include:

45 Years of Community Design Experience

Understanding the Needs of Clients + Stakeholders

Being Good Listeners

Attentiveness to Cost and Schedule

Flexibility To The Dynamics Of Complex Project Programs

Understanding of the Public Bid Process and Challenges





City of San Diego Ocean Beach Pier Redesign

Flexible and Open Minded

Through an engaged process, RNT continually delivers successful projects that respond to the present and future needs of our clients. With the participation of all stakeholders, we are proud of the meaningful facilities we have created for the greater community.

Design Excellence

RNT's commitment to design excellence is built upon our dedication to creating meaningful and timeless spaces. Design excellence begins with clear understanding of the client and user needs. An RNT Principal stays involved at all levels of the project to ensure continuation of the design intent and implementation of high level quality at each phase of work. Our methods to reaching our primary goals of good, simple design while staying on budget are:

- Be straight-forward and efficient
- Creatively use common materials and construction methods
- Allow for flexibility in the design
- Be energy and environmentally sensitive

Design Approach

Good architecture adequately provides for the needs of its program and uses. It is functionally clear, pleasant and easy to use. Great architecture rises above the provision of utility to create a strong sense of pride in its owners and users, while responding to the client's purpose and values. Each of our projects are founded upon an inquiry into the opportunities and constraints offered by the program, budget and site.

Key components will include:

- Analysis of existing conditions and context
- Documentation of concepts - functional, organizational and philosophical - that are important to the City and the larger community
- Interviews with key users to determine needs
- Interactive charrettes (design workshops) focused on goal definition

Creative Solutions

Our business philosophy is based on providing valuable, creative guidance to our clients and responding directly to their needs. Creative solutions are applied at all levels of the project, from the Masterplan scale to a detail on a trash enclosure. Most solutions are born out of functional efficiency and by applying simple forms and materials in new and unique ways. BIM and hand-made study models, along with 3-D visualization studies are developed at various design phases to apply multiple creative design solutions that explore a balanced mix of design that clearly responds to site opportunities, functional efficiency and sustainable design principles.

Our firm brings the following qualifications:

- Proven Civic Design experience, including projects involving government facilities, police stations, fire stations, tenant improvements, Emergency Operations Centers and public facilities
- Attentive listening to balance the needs of multiple stakeholder groups
- Focus on creating high quality engaging and motivating environments that support a positive working environment for staff
- Focus on creating energy efficient, sustainable and durable buildings with a low total cost of ownership
- Ability to develop a successful project that respects the existing context and community
- Strict adherence to project schedule and budget through Integrated Team Project Delivery

Facility Planning and Assessment

Our team has expertise for all phases of design work leading up to and including construction, including:

- Facility needs assessments
- Programming and alternative site evaluation / site selection
- Providing additions and modernizations to historic structures
- Project phasing and work around plans, for budget and scheduling issues





2

Management and Team Members

"RNT Architects worked with the senior citizens groups and the City to make the community's vision's a reality while meeting our budget requirements."

– Gary Kellison, Community Civil Engineer, City of Oceanside Public Works

Project Team

We are pleased to present the qualifications of our locally based team from Ventura and San Luis Obispo. You'll find in the following pages that the personnel we've included in our proposal have worked on a number of highly relevant projects that are related in scope, size, and services to this On-Call contract for the City of Seaside.

RNT Architects

Principal-in-Charge Tyson Cline, AIA offers valuable and relevant experience with public agencies at the local, state, and federal levels. He is very familiar with collecting data and input from user groups and translating that information into creative design options and opportunities. His resume includes several large-scale studies, assessments, programming, planning and design projects. As PIC, Tyson will lead design solutions for the individual tasks for this contract, helping to ensure RNT's high-standard of quality and project execution.

Project Manager Ansgar Killing will serve as the City's main Point of Contact and will lead the execution of the task orders that arise from this On-Call from our office location in San Luis Obispo, where he is also an active faculty member at Cal Poly. He will also manage staffing needs, the project schedule, and budget. Ansgar's prior projects include facility and site assessments and studies, planning and programming projects, renovations and on-call services for several public agencies in the central coast region.

Project Architect Chris Bradbury, AIA, NCARB is originally from the Eastern Sierra region and earned his degrees at Cal Poly San Luis Obispo. He has particular interest and expertise in sustainable design that is responsive to its vernacular environment. His portfolio strongly emphasizes projects for public entities and municipalities and includes architectural design, facility conditions assessments and feasibility studies. Chris's deft technical capabilities and knowledge of constructability and building performance improvements will prove particularly useful for the City's upcoming projects as described in this RFP.

With office locations in San Luis Obispo, Ventura, and San Diego, RNT can offer augmented staffing resources to take on multiple projects of various sizes and scopes to suit the City's needs.

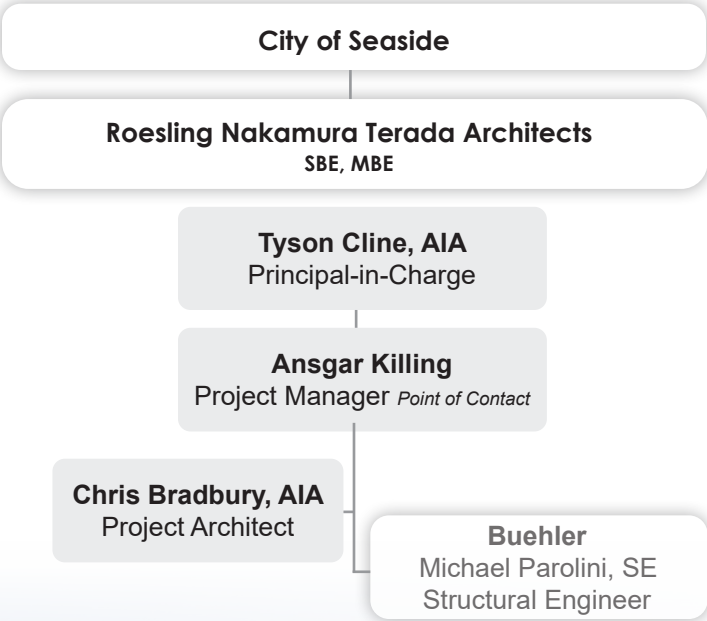
Buehler Engineering

We understand that this On-Call contract may include structural analysis and seismic retrofits for various civic buildings. Joining RNT's team is Buehler Engineering, whose firm has a long history of success, specifically in California, spanning the past 80 years. A unique competency of Buehler is Special Seismic Certification (SSC). Their experience includes civic projects such as civic centers, office buildings, emergency services facilities, libraries, utilities plants, and more.

We have sent staff rate sheets for RNT and Buehler by mail for your reference.

Communication

Tyson will provide general guidance to the consultant team and lead overall management of the on-call contract. Ansgar will serve as the Project Manager and be the day-to-day contact for coordination with the City and will also be responsible for communication and coordination with the sub-consultant team. It is also RNT's firm policy that all assigned team members remain working on their projects in the role that they were originally assigned until project completion.



Levant Senior Housing Cottages



Tyson Cline, AIA

Principal-in-Charge



Tyson is a Principal with the firm and has been with RNT since 2007. He has more than 30 years of experience in all phases of architecture and urban planning. He has broad project type experience in both architectural design, studies, and planning as well as having served as project manager for several municipal client groups at the local, city, county, state and federal levels. He has a strong expertise in working with and building consensus among different stakeholders and user groups.

Tyson has a passion for exploring creative and contextually appropriate design solutions while engaging sustainable and energy efficient strategies that work together to create a true sense of place. Clients appreciate Tyson's deft approach to minimizing maintenance and operational expenditures and implementing design features that reduce costs and improve building performance.

Professional Registration

Licensed Architect, CA
No. C-34436

Education

Bachelor of Architecture,
NewSchool Architecture and
Design

Years of Experience

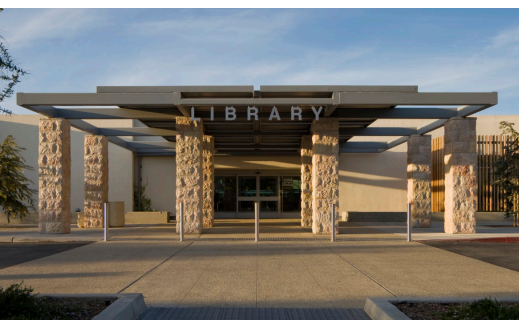
31 years

Years with RNT

18 years

Project Experience

- City of Marina Facilities Assessment Study & Concept Plan | Marina, CA
- Metropolitan Water District of Southern California Site-Wide Facility Assessments and Planning | Various Locations
- City of Oxnard, On-Call Architectural Services | Oxnard, CA
- County of Ventura Facilities Feasibility Study | San Buenventura, CA
- Montecito Union School District Facilities Master Plan | Montecito, CA
- Ventura County Fire District, Santa Paula Fire Station No. 81 Feasibility Study | Santa Paula, CA
- City of Santa Maria Office Programming | Santa Maria, CA
- City of Santa Maria Fire Station Study | Santa Maria, CA
- City of Oxnard, Civic Center Facilities Adaptive Reuse, LEED Silver Design | Oxnard, CA
- Patagonia Office Building Feasibility Study | Santa Clara, CA
- US Space Force Vandenberg Base Southern District Master Plan & Infrastructure Projects | Vandenberg SFB, CA
- Ventura County Fire District, Fillmore Fire Station No. 27 Feasibility Study and Design | Fillmore, CA
- City of Goleta, Goleta Valley Community/Civic Center Feasibility Study | Goleta, CA
- United Water Conservation District, Office Remodel | Oxnard, CA
- County of Santa Barbara, New Probation Headquarters | Santa Barbara, CA
- City of Oxnard, Senior Community Center | Oxnard, CA





Ansgar Killing

Project Manager



Ansgar started his professional path towards Architecture as Journeyman in the finished carpentry trade in Germany. He earned his first architectural degree from the University of Applied Science in Biberach, Germany, and master's degree from the California Polytechnic State University in San Luis Obispo. For seven years, he was principal of K+H Architects in Stuttgart, specializing in general planning of laboratory buildings for academia and industry. His firm received multiple recognitions and contract awards through design competitions. Ansgar has researched and published on the topic of passive solar design strategies in Europe and the United States. Before joining RNT Architects, he managed Government contracts in the technology sector. Since 2007, Ansgar is a faculty member in Cal Poly's Architecture Department where he is teaching professional practice and design studios.

Professional Registration

Licensed Architect, Germany No.
BW-154960

Education

Masters of Science, Architecture,
Cal Poly San Luis Obispo, CA

Years of Experience

29 years

Years with RNT

5 years

Project Experience

- Facility Needs Assessment | City of Santa Maria, CA
- City of Grover Beach Facility Condition & Needs Assessment | Grover Beach, CA
- City of Santa Maria Facilities Feasibility Study | Santa Maria, CA
- City of Santa Maria Office Programming | Santa Maria, CA
- Facility Condition and Needs Assessment | Grover Beach, CA
- City of Marina Facilities Assessment Study & Concept Plan | Marina, CA
- City of Santa Maria Fire Station Programming Needs Assessment Study | Santa Maria, CA
- Ventura County Fillmore Fire Station Feasibility Study | Fillmore, CA
- San Diego Unified School District Facility Conditions Assessment | San Diego, CA
- Housing Project for the Municipal Water District | Los Angeles, CA
- US Space Force Vandenberg Base Southern District Master Plan & Infrastructure Projects | Vandenberg SFB, CA
- Downtown Lighting Project | City of San Luis Obispo, CA
- US Air Force Hangar Upgrade Projects | Edwards AFB, CA
- Golf Clubhouse Remodel (Design) | City of San Luis Obispo, CA
- Fire Station No. 1 Upgrades (DBB) | City of San Luis Obispo, CA





Chris Bradbury, AIA, NCARB, LEED AP

Project Architect



Chris is a Principal with the firm and has been at RNT since 2012. He has more than twenty years of experience in architectural design ranging from civic/institutional, higher education, commercial, and multi-family housing development projects throughout California. He has extensive experience with complex sites and climate responsive design for an array of different environments. Chris brings a strong background in developing projects from conceptual design through construction documents with thorough coordination from consultants. He has astute technical knowledge relating to materials and construction types with a focus on detailing and constructability. Chris also brings keen Construction Administration/Observation skills to review construction progress and identify issues with the owner and contractor early to ensure a successful project outcome.

Professional Registration

Licensed Architect, CA, No.
C-35075

Education

Bachelor of Architecture, Minor
Sustainable Environments, Cal
Poly San Luis Obispo, 2007

Years of Experience

22 years

Years with RNT

13 years

Project Experience

- City of Marina Feasibility Study | Marina, CA
- City of Santa Maria Fire Station Programming Needs Assessment Study | Santa Maria, CA
- City of Santa Maria Facilities Feasibility Study | Santa Maria, CA
- Metropolitan Water District of Southern California Site-Wide Facility Assessments, Planning & Design | Various Locations
- City of Santa Maria Offices Programming | Santa Maria, CA
- City of Agoura Hills Recreation, Administration and Event Center | Agoura Hills, CA
- United Water Conservation District, Office Remodel | Oxnard, CA
- County of Santa Barbara, New Probation Headquarters | Santa Barbara, CA
- Montecito Union School District Facilities Master Plan | Montecito, CA
- City of Oxnard, Senior Community Center Concept Study | Oxnard, CA
- Patagonia Office Building Feasibility Study | Santa Clara, CA
- Mammoth Mountain Ski Area, Eleven 53 Interpretative Center | Mammoth Lakes, CA
- Valle Narajal Farm Worker Housing/Community Center | Piru, CA
- City of Santa Monica, Seven Beach Restrooms Replacement and Public Art Project | Santa Monica, CA
- Temple Beth Torah, Tenant Improvement | Ventura, CA





Michael Parolini, S.E., LEED AP

Principal Structural Engineer



Michael is a California licensed Structural and Civil Engineer. Although he specializes in education and municipal projects, his experience covers all aspects of structural engineering, including new construction and evaluation for commercial, residential, non-building structures, municipal, governmental, military, educational, historical, rehabilitation and photo-voltaic. He has completed projects utilizing structural systems of all the major building materials such as timber, steel, cold-formed steel, masonry, and concrete. He has also designed projects of varying scale with non-conventional materials including aluminum, fiber-reinforced polymers (FRP), rammed earth, structural glass, and strawbale.

For 20 years, Michael has been a member of the faculty at California Polytechnic State University, San Luis Obispo (Cal Poly). As a Lecturer in the Architectural Engineering Department, he has taught classes in structural graphics, industry communication, timber, and steel. He takes pride in giving back to his alma mater in a sharing of knowledge capacity.

Michael is also an outside Structural Plan Review Engineer for the Division of State Architect (DSA) with all four (4) regional offices (Sacramento, Oakland, Los Angeles & San Diego).

Professional Registration

Structural Engineer

California	S5405
Arizona	53141
Hawaii	14832-S
Oregon	85894
Texas	109653

Professional Engineer, Civil

California	C69340
Maryland	51569
Mississippi	20837
Wyoming	14323

LEED Accredited Professional

NCEES Model Law Structural Engineer 46863

Education

BS Architectural Engineering

Cal Poly, San Luis Obispo 2003

Years of Experience

22 years

Years with Firm

19 years

Project Experience

- The Anderson Hotel Retrofit | San Luis Obispo, CA
- Bishop Street Studios | San Luis Obispo, CA
- The Monday Club Seismic Upgrade | San Luis Obispo, CA
- The Creamery | Harmony, CA
- The Sinsheimer Building | San Luis Obispo, CA
- Sally Loo's | San Luis Obispo, CA
- Union Pacific Depot | Tehachapi, CA
- 956 Monterey Street Mixed-Use (Urban Outfitters) | San Luis Obispo, CA
- Vandenburg Boathouse | Vandenberg Space Force Base, CA
- Centrally Grown | Cambria, CA



3

Scope of Work

"RNT Architects have proven to be very capable from the planning stage, and through design, bidding, and construction. The professionalism, knowledge, responsiveness and hard work of the entire staff of RNT Architects has been evident throughout all phases of these projects. I highly recommend RNT Architects for their expertise in fire station design and construction management"

– Glenn Derossett, Engineering Manager, County of Ventura

Scope of Work

RNT feels that each Task Order that comes through from the City of Seaside on-call contract will require a unique approach toward the design effort. Due to the potential variety of projects and Task Orders, we are providing an outline of our communication and management approach. Based on our past experience with several similar public on-call projects, the following presents the general outline of RNT's approach:

Task 1) Administrative Project Team Organization

- Evaluate the Task Order with the City and assemble the appropriate internal RNT and external consultant team (when necessary)
- Conduct Fee/Service Scope discussions, documentation and negotiations
- Prepare for a kick off meeting
- Kick-off meeting
- Introduce City representatives and the design team
- Specify lines of communication between the City and the design team
- Establish a reporting protocol and confirm the primary points of contact
- Discuss overall project budget, scope, goals and design requirements, including milestones necessary to accomplish scheduled completion
- Facilitate a first draft of a master project schedule with the necessary long lead items and critical path items identified

Task 2) Site/Building Conditions and Constraints Analysis

To fully understand the constraints and conditions of a project, the design team will review: Existing Reports, As-Builts and Master Plan data (if applicable). Information to be collected will include:

- Existing building and site conditions
- Aerial surveys and maps
- Utility easements
- Right-of-way
- Underground utilities
- Current energy performance levels
- Existing building programs and space utilization
- Environmental or ecological designations
- Historical information as provided by the City.



We will supplement this data with our own preliminary field investigations along with Code Research and a CASp ADA (if required) evaluation with the goal of fully understanding the site and/or building constraints, and requirements for renovation or development. We will also conduct interviews with appropriate staff members, facility managers, and building users. If a structure or site has historic qualities or designations, this phase will also involve historic preservation research and analysis. This will culminate with an Existing Conditions Report.

Task 3) Programming & Planning

RNT will collaborate with the building/facility users in the development of a needs assessment/building program and site plan. This will be orchestrated uniquely for each project with assistance from City staff. Typically, RNT organizes a series of meetings to discuss and document the requirements/needs of the users and typical ideal diagram of layout/locations for any spaces on the site and/or within the building. This diagram develops into a series of concept studies with the project scope and associated budgets.

We will also look at initial costs versus life cycle costs including running maintenance costs for each building system. Cost efficient design must also address each system and component that is proposed for the building. We routinely value engineer our designs, seeking the optimum solutions in terms of cost and durability. The building materials, interior finishes, furnishings and equipment selected should meet the project needs as well as provide long lasting and durable learning environment. Building systems criteria will be evaluated for the best long-term value relative to sustainable principles, durability, maintenance considerations and LEED certification if requested.

The design options our team generates will be presented to users groups and the City during collaborative workshops. A preferred design and cost option is mutually derived from the users and City staff.



Task 4) Design Development & Permitting

Our team will develop the selected design option, carrying it through our Design Development and Construction Document process. Quality Assurance during the Schematics, Design Development and Construction Document Phases will be addressed by continuous review of the design by experienced construction and design team members. At RNT, Construction Documents are prepared in Revit, a BIM program that allows for simultaneous design and engineering coordination among all disciplines. These BIM electronic base files will be shared with the entire design and builder team for ease of coordination, clash detection of building systems, and energy performance modeling. We will propose milestone all-hands meetings to view the BIM model with City staff and to resolve any issues if they arise.

Sustainable Design

During this phase we will also integrate environmentally responsible design features. RNT believes that sound architecture and planning must be integrated with sustainable design strategies to reduce energy costs and to minimize impacts on our natural resources. We also believe that employing strategies such as natural ventilation and passive solar design creates healthier environments for users. RNT utilizes tools including Cove.Tool, a cloud-based tool to analyze energy use and embodied carbon, to evaluate building strategies that increase occupant comfort and reduce energy consumption. Should the City decide to pursue third-party sustainability or performance rating, such as LEED or Net Zero, RNT's accredited staff can coordinate that process.

Permitting

We will remain involved during the Permitting process to assist the City in navigating zoning/planning parameters and obtaining approval from the necessary agencies having jurisdiction.

Task 5) Construction Administration

We understand how critical it is to be a team player during the Construction (Administration) Observation phase, and to assist the client and the team to overcome any challenges that may occur, specifically when working within existing building. Fundamental to our process is the understanding that high quality construction is dependent on clear, concise and well-coordinated Construction Documents. RNT takes great pride in our proactive, timely and committed approach to construction (administration) observation. The core of our success is strong collaboration between the Client, Contractor, Architect and inspection entities throughout the construction process. We understand that no priority is greater than providing immediate information to the Contractor during construction. Paired with this is our "hands on" approach in which the Project Manager who implemented the design will also oversee the construction. The RNT Principal-In-Charge also stays heavily involved, monitoring the schedule, construction issues and implementation of the design. With this approach, our highly experienced staff oversees \$75-\$150 million in construction annually.



La Jolla Shores Lifeguard Station



4

Organization Qualifications

"They were extremely professional, highly efficient and consistently demonstrated RNT's architectural and construction support expertise, team work, focused effort, dedication and commitment."

*– Robin Morishita, Project Manager,
Leucadia Wastewater District*

City of Leucadia Wastewater District Headquarters

Organization Qualifications

Experience with On-Call Project Management

RNT is experienced managing multi-projects and as-needed contracts, as we have held similar contracts with the: City of Ventura, City of San Diego, City of San Luis Obispo, National Park Service, California State Parks, U.S. Navy, California Army and Air National Guard, Bureau of Land Management, U.S. Postal Service, Port of San Diego, County of San Diego, Ojai USD, Pleasant Valley USD, Ventura USD, Sweetwater USD, San Dieguito UHSD and San Diego USD.

The key to this type of work is being responsive and well-coordinated to balance various projects under multiple project managers. If project schedules shorten and additional resources are needed to meet a deadline, RNT will quickly reallocate staff from our office in San Diego to support our San Luis Obispo and Ventura teams to deliver projects on time.

Current Major Projects

In Design

- San Ysidro Beyer Community Resource Center
- Oak Park Library
- City of Marina – Facility Needs Assessment
- Ventura Unified School District As-Needed Services
- San Diego County Jacumba Fire Station
- PANA Refugee Community Housing
- City of San Diego Ocean Beach Pier Renewal
- City of Santa Maria Offices Programming
- California School for the Deaf Riverside Campus Site Planning
- San Diego Unified School District Grant UTK-8 Master Plan & Modernizations
- City of Grover Beach Capital Improvement Plan
- UCSD Earthlab Park
- City of Oxnard Wastewater Plant

In Construction

- Santa Barbara County Probation Headquarters
- Chula Vista Bay Sweetwater Park
- Ventura Veterans Housing
- Torrey Pines High School Athletic & Aquatics Center
- City of Oxnard Civic Center Remodel

Current Personnel Assignments

Tyson Cline, AIA

- Firm Operations & Marketing 25%
- Santa Paula Unified School District Bryden Gym Rebuild 5%
- Ventura College Student Housing 5%
- City of Marina Facility Concept Plan 5%
- City of Santa Maria Offices Programming 2.5%
- Ventura County On-Call 10%
- Metropolitan Water District Community Plan 2.5%
- Ventura Unified School District On-Call 10%

Ansgar Killing

- Firm Operations & Marketing 25%
- Naval Warfare Center Corona 20%
- City of Santa Maria Offices Programming 15%
- City of Marina Facility Concept Plan 10%
- City of San Luis Obispo Utility Building Renovation 5%

Chris Bradbury, AIA, NCARB, LEED AP

- Firm Operations & Marketing 25%
- Ventura County Fire Department Studies 10%
- City of Oxnard Wastewater Treatment Plan 10%
- County of Santa Barbara Probation Headquarters 35%





5 Project Experience

"I have to tell you that everyone is so pleased with the community center. The teen program has more than doubled in size, there are now Friday Teen Nights, adults are playing pickleball during the day and I see kids playing basketball every evening when I leave the office. We have a new Rec Area Manager and new Teen Program Supervisor that continuously come up with new ideas to expand the programming. Thank you for creating such an awesome space for the community!"

— Barbara Kennedy, Park Planner

City of Oxnard On-Call Services, Civic Center Office Remodel Oxnard, California



The City of Oxnard has requested a tenant improvement of approximately 8,580 square feet (4,290 SF per floor) on the 2nd and 3rd floors of the Civic Center's west wing in addition to a complete reroof of the west wing. This project consists of a complete remodel and modernization, including elevator refurbishment and the installation of a demountable interior wall system. The renovated 2nd and 3rd floors will house the City's Public Works Engineering Department. Program requirements have been developed based on the project RFP and further refined through meetings with the City of Oxnard.

Client / Owner:

City of Oxnard
Taylor Gambino, Civil Engineer
P: 818.597.7300

Size: 8,580SF

Cost: \$3.3M

Completion: Ongoing

Scope of Services: Assessment and Scope Confirmation, Programming, Design Charettes, Architectural Design, Site planning

Team:

Tyson Cline





The scope of this project includes a Feasibility Study of five existing sites:

- Building space for Civic Center
- Chamber Hall
- Police Department
- Fire Station
- Emergency Operations Center

The methodology of this assessment included the creation of unique concepts for the five different sites across the City of Marina. These proposals cover the city's need for a civic center, chamber hall, police department, fire station, and emergency operations center.

Scope of Services: Site Analysis & Assessment, Building Area, Assessment, Site Proposal Development, R.O.M. Cost Opinion, & Site Work Cost Opinion

Client / Owner:

City of Marina
Layne Long
T: 831.884.1278
E: llong@cityofmarina.org

Size:

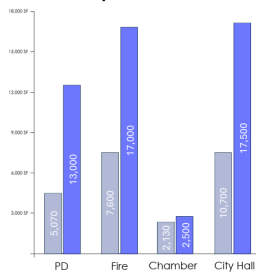
Locke-Paddon Park - 21,000SF
Vince DiMaggio Park - 6,450SF
280 Reservation Rd - 34,000SF
211 Hillcrest Avenue - 58,100SF
280 Reservation Rd - 34,000SF
California Avenue - 38,700SF

Project Completed: 2024

Team:

Tyson Cline
Ansgar Killing

Facility Needs Assessment - Findings



FINDING 2024 PROGRAM STUDY:

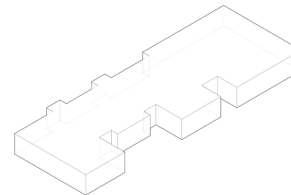
- Space deficits across all City Departments.
- Shortage of adequate meeting and training rooms.
- Operational shortcomings (Police, Fire)

SQUARE FOOTAGE DEFICIT:

- Existing Total: ~ 25,500 SF
- 2024 Study Total: ~50,000 SF
- **Difference: ~24,500 SF**

PROJECT 1020 | City of Marina RMA
RNT Architects

Facility Condition Assessment – Findings

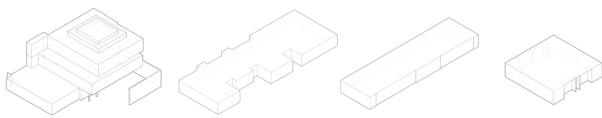


Existing City Hall

Size:	6,700 sqft.
Condition:	Building at the end of its useful lifecycle, significant repair of fundamental parts.
Expansion/Reuse:	Structural system offers no flexibility, no expansion potential
Repair, Retrofit, Remodel	\$3.0M - \$3.5M
Replace \$650/sqft.	\$4.5M

PROJECT 1020 | City of Marina RMA
RNT Architects

Facility Condition Assessment - Findings



Public Safety	City Hall	City Hall Annex	Council Chamber
Condition: Good	Condition: Poor	Condition: Good - Fair	Condition: Fair - Poor
not ESBSSA compliant	Structure, Envelope, Int.	Envelope repair/upgrade	Envelope repair/upgrade
Expansion/Reuse: Good	Expansion/Reuse: Poor	Expansion/Reuse: Good	Expansion/Reuse: Fair
Steel construction	Modular Wood Framing	CMU, steel construction	Modular Wood Framing
\$ Repair / \$ Replace	\$ Repair / \$ Replace	\$ Repair / \$ Replace	\$ Repair / \$ Replace
0.15	0.72	0.27	0.50

PROJECT 1020 | City of Marina RMA
RNT Architects

ESBSSA = Essential Services Buildings Seismic Safety Act

Facility Condition Assessment - Photos

Foundation	Envelope	Interior	Systems
- Inconsistent foundation (C/S/LI, piles) - No visible hold down for shear forces - Noted wooden trusses.	- Roofing system defect - Wall cladding rotten - Insufficient wall and ceiling insulation - Single pane windows	- Water leaks, potentially mold - Inefficient layout & circulation - ADA noncompliance - Dated fixtures & appliances	- abandoned technical fixtures - Aged electrical and communication installation and fixtures - Aged mech. units, some updated

PROJECT 1020 | City of Marina RMA
RNT Architects



City of Santa Maria Facilities Feasibility Study

Santa Maria, California



RNT is currently supporting the City of Santa Maria in programming and a phased Master Plan to provide more space for five City departments, leveraging existing and underutilized buildings. After initially focusing on the former Police Station, the project was expanded to include City Hall, the former Fire Station, and the old library.

Owner:

City of Santa Maria
David Beas, Principal Civil Engineer
dbeas@cityofsantamaria.org
805-925-0951 ext.2225

Size: 60,000 SF

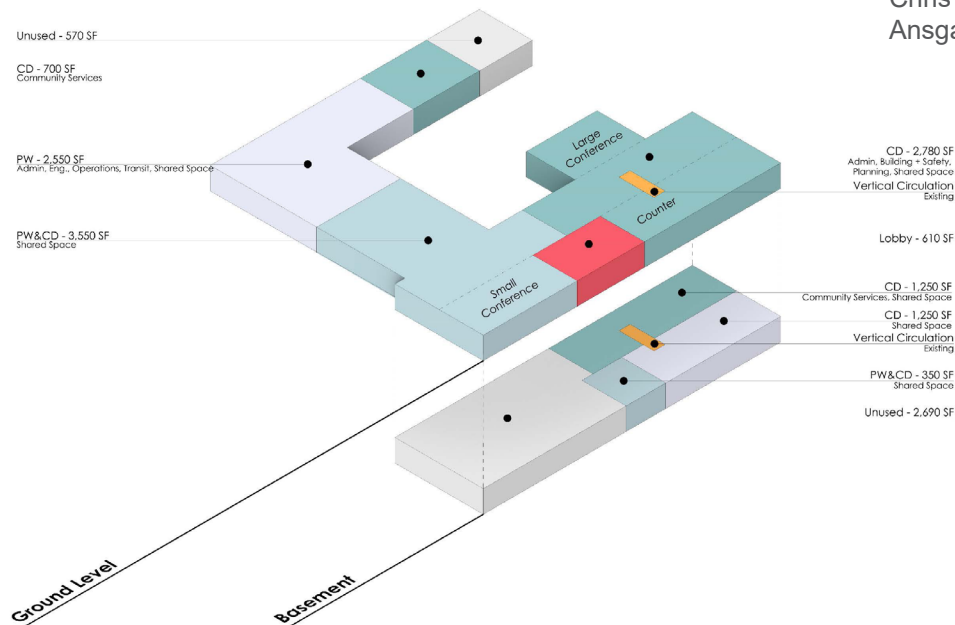
Completed: Ongoing

Scope of Services: Facility Condition and Needs Assessment Study

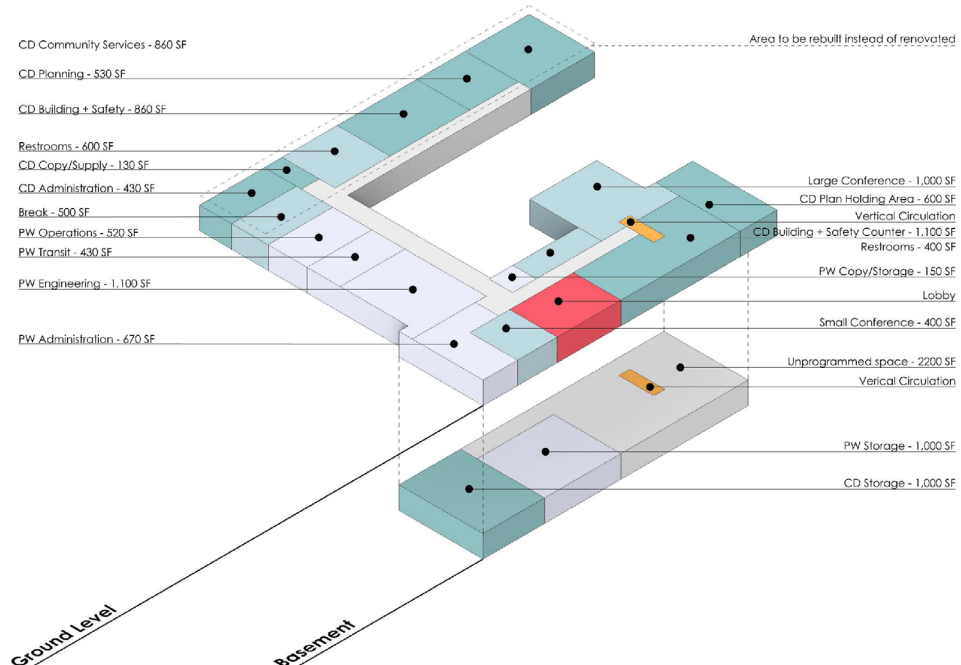
Team:

Chris Bradbury
Ansgar Killing

Option 1



Option 2



City of Oxnard Civic Facilities Improvement Master Plan

Oxnard, California



The new Development Services Center is part of a phased improvement and expansion master plan for the City of Oxnard Civic Center. Roesling Nakamura Terada Architects, Inc. (RNT) designed the adaptive reuse of the former library building to be converted into the new 36,000 SF Development Services Center serves as the public interface for the Civic Center as a whole and includes a 2-story Administration Center wing for the City Fire Department and Emergency Operations Center. The remainder of the building houses offices for development services, city treasurer, permitting and community development. The new building was designed to complement the existing Civic Center and library.

Client / Owner:

City of Oxnard
Ashley Golden, Assistant City
Manager 300 West Third St., 4th Floor
E: ashley.golden@oxnard.org
P: 805.385.7430

Size: 36,000S SF

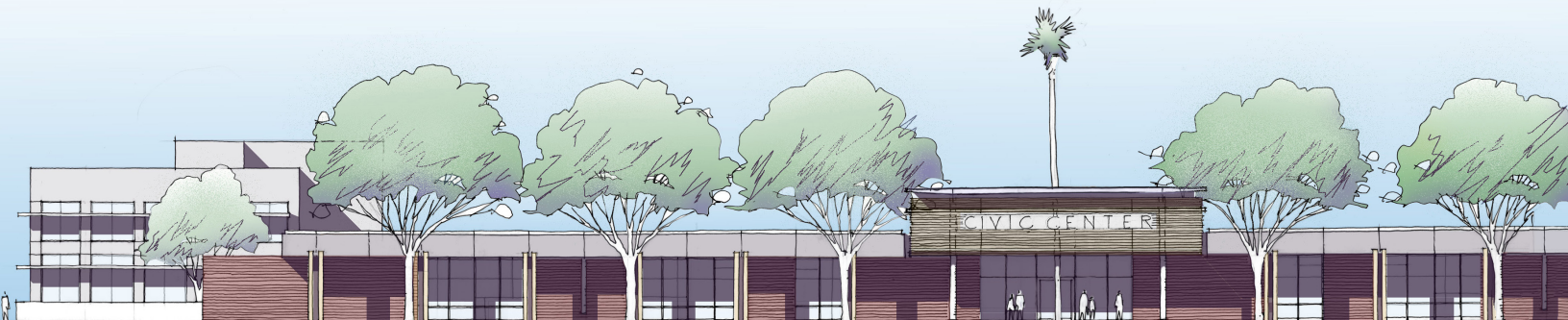
Cost: \$11M

Complete: 2008

Scope of Services: Programming,
Master Planning, Public Workshop

Team:

Tyson Cline



Ventura Veterans Housing Site Development

Ventura, California



The 9.68-acre site was planned to maximize the natural topographic opportunities that invite a beautifully calming landscaped environment. The site is designed to create the experience of a traditional, family-oriented neighborhood where sidewalks are activated by pedestrian pathways and residential front doors face the street. The project's 122 residential units, ranging from one- to three-bedrooms, are dispersed throughout the site. These buildings form blocks, surrounding vibrant community courtyards with a variety of uses and activities. The design responds to the immediate neighborhood context incorporating a regional vernacular.

The outdoor amenities aim to draw people outdoors for socializing, gardening, exercising, or for community events. Onsite amenities will offer physical space to complement the social and health programs offered to tenants, with a 9,000-SF community center with meeting and media rooms, offices, a computer lab and kitchen space for services provision, community gatherings and other activities.

Client / Owner:

City of Ventura / A Community of Friends
Mee Heh Risdon
Director of Housing
P: 213.480.0809

Size: 9.68 Acres

Cost: \$42M

Completion: currently in construction

Scope of Services:

Concept, Entitlements, Schematic Design, Design Development, Construction Documents, Bid Support Services, Construction Contract Administration

Team:

Tyson Cline



Westview Affordable Housing Project

Ventura, California



RNT worked together with the Housing Authority of the City of San Buenaventura and Bridge Housing as design architects for a 320-unit affordable housing project.

The Housing Authority program includes 50 senior units and 40 market rate units. This project replaced 180 existing units built in the 1950s. Westview is one of the first affordable LEED Neighborhoods in the country. Some of the sustainable elements of the project includes: site water use analysis (storm water and greywater); high performance building envelope; connectivity to public and alternative transportation; multi-story buildings with smaller footprints that allow for more open space; and net-zero design.

Client / Owner:

San Buenaventura Housing Authority
Jeffrey Lambert, Chief Executive Officer
E: jlambert@hacityventura.org
P: 805.901.4229

Size: 3,600 SF

Cost: \$34M

Completion: 2016

Scope of Services: Community Outreach, Programming, Design Charettes, Architectural Design, Site planning, Coordination of Proforma, Planning Entitlements

Team:

Tyson Cline



Metropolitan Water District of Southern California Site-Wide Facility Assessments, Planning & Design County of San Diego, California



RNT was awarded a multi-year as-needed agreement with the Metropolitan Water District to support planning and design services for work at multiple operational and administration locations throughout San Diego County. Work included high-level strategic operational studies, site-wide master plans, programming studies, building assessment studies, conceptual studies, architectural design, and permitting and construction administration services.

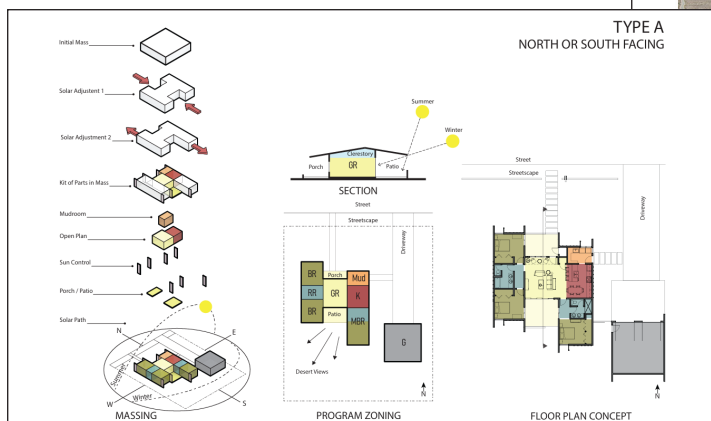
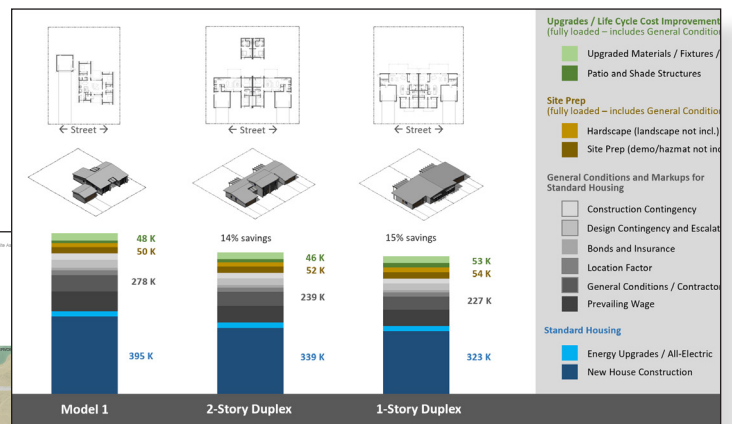
Much of our work has focused on the District's workforce housing villages. RNT has conducted existing condition assessments for the various housing developments and proposed multiple design options for improvements with budget estimations, life-cycle cost analysis and environmental analysis for each. Projects have also included new administration buildings, training facilities, and site improvements.

Completed: ongoing

Scope of Services: Facility Assessments, Planning, Programming, Architectural Design, Construction Administration

Team:

Tyson Cline



Balboa Park, Botanical Building Historic Restoration

San Diego, California



Roesling Nakamura Terada Architects, Inc. (RNT) is providing architectural design services to preserve, restore and renovate the 11,200 SF Botanical Building and surrounding grounds, including the addition of a previously removed historic pergola, accessible walks, benches and landscaping. To address visitor experience planning needs, RNT conducted extensive surveys of guests. RNT also investigated: the significance of the building's history and design intent, the park garden district, the horticultural inventory, the Balboa Park setting adjacent to surrounding buildings/open spaces and sustainable building measures to assist in providing overall project input before embarking on the final design with park stakeholders. A significant portion of the initial project analysis also includes review of historical drawings, photos, and documents from the 1915 Panama California Exposition and a grounds crew needs analysis. The design team will also develop site, building & donor recognition signage and an interpretive plan. The primary goal of the first phase is to generate graphics and conceptual cost estimates for fundraising purposes prior to commencing the construction documents phase.

Client / Owner:

Balboa Park Conservancy
Jackie Higgins, PLA, ASLA
Director of Planning, Design and Programs
E: jackie@balboapark.org
P: 619.331.1110

Project Complete: October 2024

Size: 11,200 SF

Scope of Services: Programming,
Architectural Design Services, Design
Workshops



Liberty Station, Historic Naval Training Center Multi-Building Adaptive Reuse San Diego, California



Roesling Nakamura Terada Architects, Inc. (RNT) and Page & Turnbull Architects led the historic renovation and adaptive re-use of San Diego's Historic Naval Training Center (NTC) at Liberty Station. This involved the **restoration of 26 architecturally significant buildings to their original splendor**. Now known as Liberty Station, this 28 park-like acre project became a cultural hub within the NTC District that contains performing arts buildings, museums, galleries, small non-profit artisan buildings, community centers, restaurants, meeting spaces and offices. The NTC's design team's scope of work involved two phases. Phase I of the project included an adaptive re-use Master Plan and exterior site program for the historic core of Liberty Station. For Phase II the design team established design guidelines, exterior courtyards, plazas, building architectural standards and tenant improvement services. As part of the conversion, seismic updates and improvements to more energy efficient mechanical systems were incorporated into the 1920s era Spanish Colonial Revival-style facilities.

Client / Owner:

NTC Foundation
Neal Singer, Consulting Project
Director, previously with NTC
Foundation
619. 208.6300
nsinger@xperagroup.com

Size: 26 Buildings

Completion: 2011

Scope of Services: Stakeholder Workshops, Project Entitlements, Programming, Architectural Design Services, Interior Design Services

Awards: 2006 Save Our Heritage Organization, "Step in the Right Direction" Award



Housing Authority of San Luis Obispo (HASLO), Anderson Hotel San Luis Obispo, California



Originally constructed in 1922, the historic Anderson Hotel has long been a landmark of San Luis Obispo. In the early 1970s, the Housing Authority of San Luis Obispo (HASLO) converted the hotel into affordable housing, repurposing its Mediterranean-style, five-story structure to serve low-income residents. However, by modern seismic safety standards, the building was found to be significantly deficient, posing a risk to its long-term usability. In 2020, Buehler conducted a comprehensive structural engineering and seismic risk study to assess the condition of the Anderson Hotel Apartments. The findings, along with a historical report by architects Page & Turnbull, formed the foundation of a major renovation project that began in 2023 that preserves the building's historic character while ensuring its safety and continued use for affordable housing. The Anderson Hotel, constructed of cast-in-place reinforced concrete and timber framing, required substantial structural interventions to address its seismic vulnerabilities. The rehabilitation efforts included the addition of lateral



load-resisting elements and vertical strength upgrades to mitigate major structural irregularities and deficiencies. These improvements significantly enhanced the building's resilience while maintaining its architectural integrity. Through this careful and historically sensitive renovation, the City of San Luis Obispo and HASLO have ensured that the Anderson Hotel Apartments will continue to serve its vital purpose—providing safe and stable housing for those in need—while preserving a piece of the city's rich history for future generations.

Client/Owner:

Housing Authority of the City of San Luis Obispo (HASLO)
Michael Burke
Director of Construction and Development
(805) 543-4478

Cost: \$52,000,000

Size: 72,000 SF

Completed: September 2024

Scope of Services: Structural Engineering

City of Tehachapi, Union Railroad Depot Tehachapi, California

Client/Owner:

City of Tehachapi
John (Jay) Schlosser, P.E.
Development Services Director
661-822-2200

Cost: \$3 million

Size: 3,500

Completed: Fall 2010

Scope of Services: Structural Engineering

The City of Tehachapi Union Railroad Depot, a historic landmark listed on the National Register of Historic Places, was tragically lost in a 2008 fire caused by illegal fireworks. In response, the City of Tehachapi, alongside a dedicated consultant team including Buehler, embarked on an ambitious reconstruction effort to restore this iconic structure.

The team meticulously recreated the original depot, ensuring that the construction type, methods, and aesthetics matched the historic design while integrating modern building codes for safety and durability. Collaborating closely with architects and local historians, the project honored the town's rich railroad heritage by preserving its authentic character.

While the depot is entirely new in construction, its careful and historically accurate recreation allowed it to retain its place on the National Register of Historic Places. Non-original additions and modifications from past renovations were intentionally omitted, reinforcing the integrity of the original design. Today, the rebuilt depot stands as a central gathering space for the community, celebrating Tehachapi's deep-rooted railroad legacy for generations to come.



6

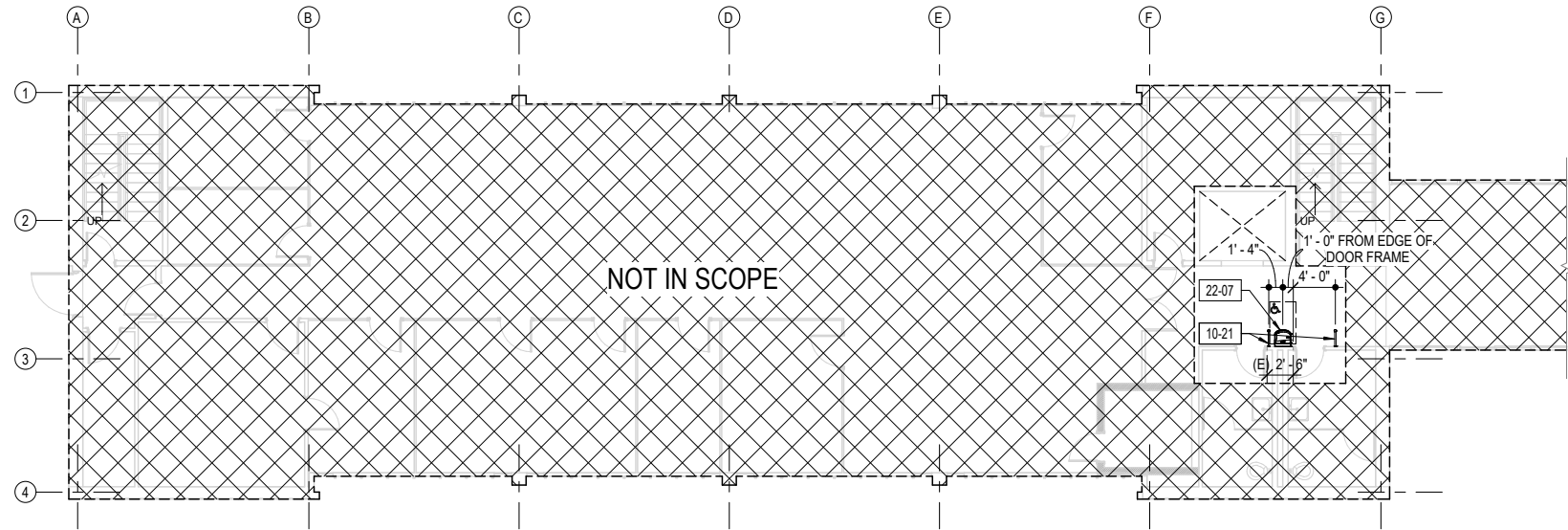
Sample Plans

"The new library will not only provide a wonderful gathering spot for children and the community, but will also serve as a landmark. The building's distinctive bell tower houses the historic bell that was used to call children to class in Lemon Grove's original one-room schoolhouse."

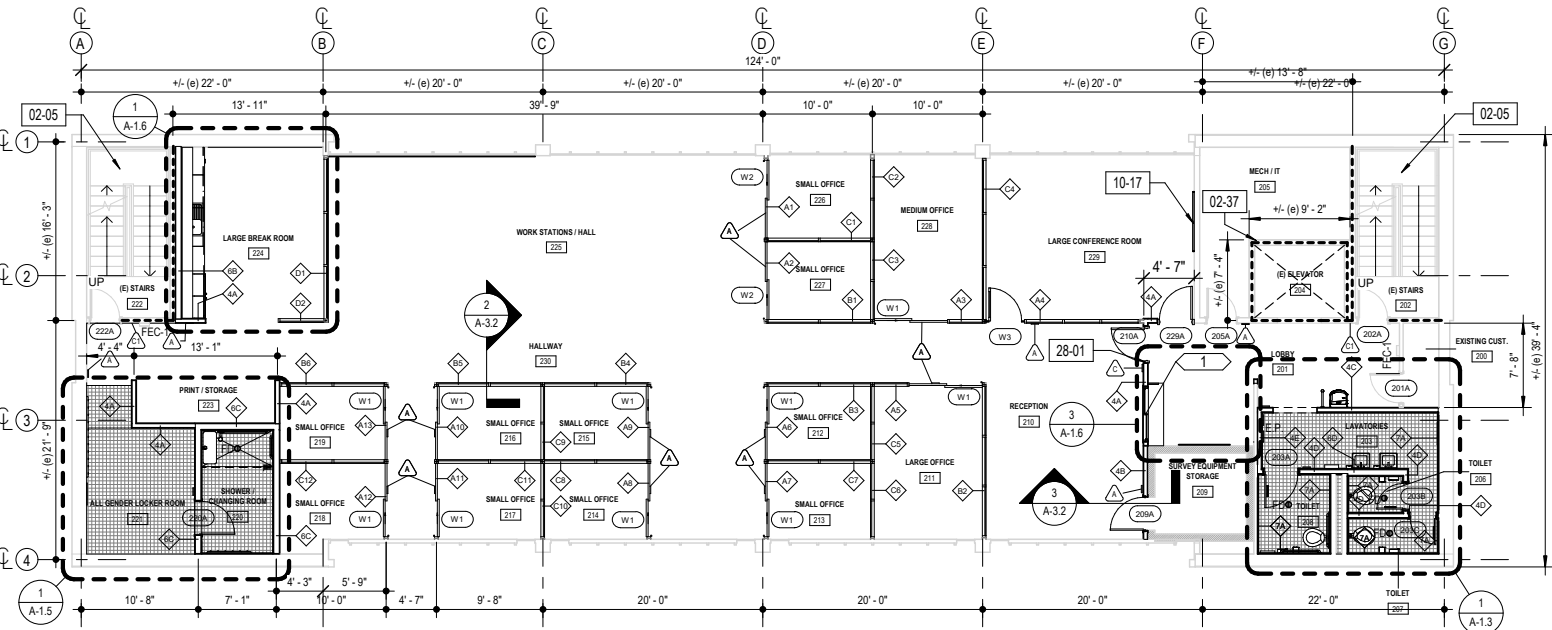
– County Supervisor Dianne Jacob

Lemon Grove Joint-Use Library

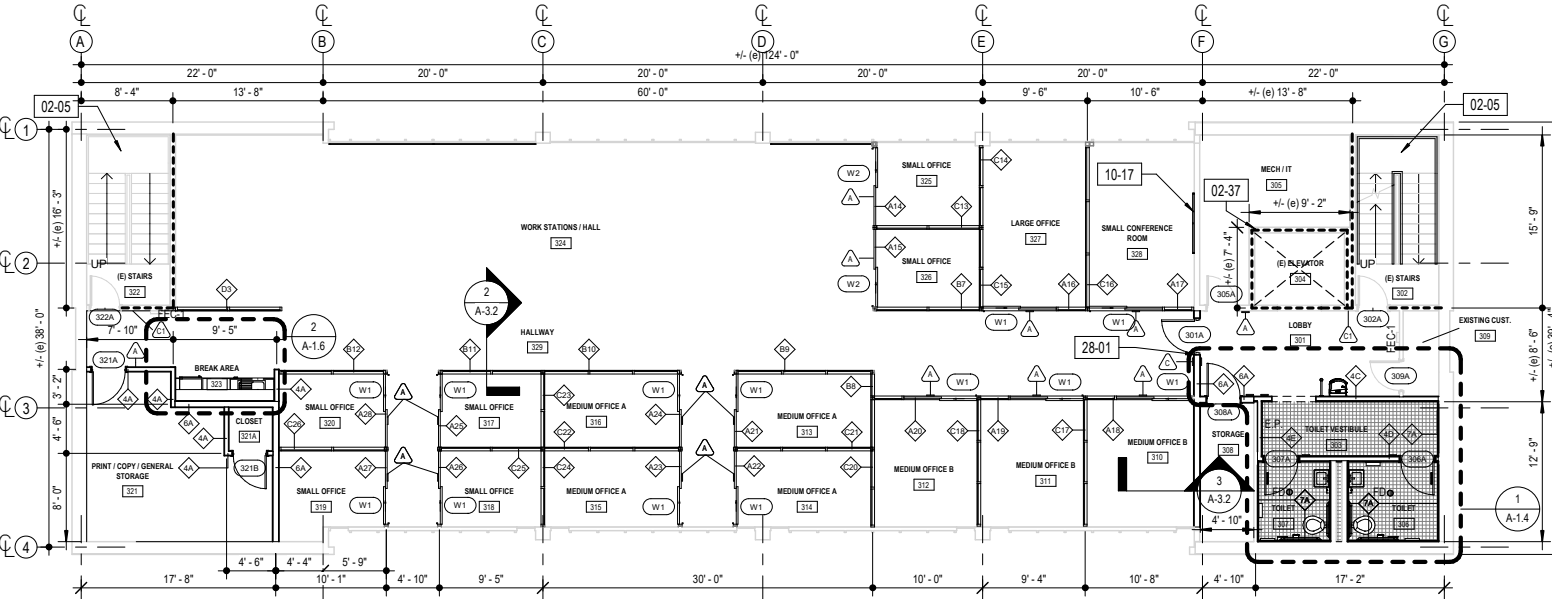
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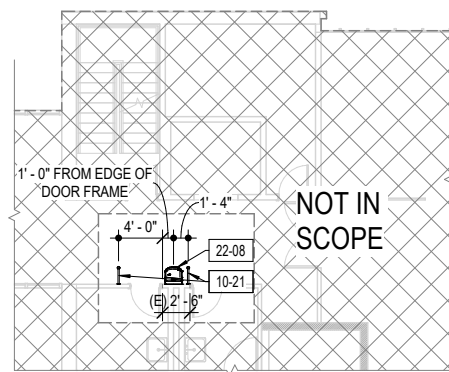
1 1ST FLOOR PLAN
1/8" = 1'-0"



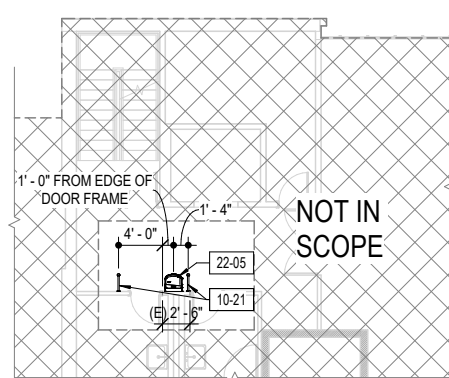
2 2ND FLOOR PLAN
1/8" = 1'-0"



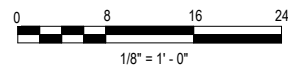
3 3RD FLOOR PLAN
1/8" = 1'-0"



4 1ST FLOOR PLAN EAST WING
1/8" = 1'-0"



5 2ND FLOOR PLAN EAST WING
1/8" = 1'-0"



GENERAL NOTES

- REFER TO TITLE SHEETS FOR GENERAL NOTES AND STANDARDS.
- REFER TO TITLE SHEETS FOR ARCHITECTURAL SYMBOLS, ABBREVIATIONS AND DIMENSIONING STANDARDS.
- REFER TO TITLE SHEETS FOR ADDITIONAL CODE RELATED INFORMATION INCLUDING OCCUPANCY LOADS, REQUIRED EXITS, PATH OF EGRESS AND WALL RATINGS.
- REFER TO AD-1.1 FOR WALL TYPES AND TREATMENT OF FIRE AND ACOUSTICAL PENETRATION DETAILS.
- ALL INTERIOR PARTITION WALLS TO BE ACOUSTICALLY SEALED. REFER TO 5/AD-1.2 AND 10/AD-1.2
- FOR FLOORS SLOPING TO DRAIN, DO NOT EXCEED 2.0% MAXIMUM FLOOR SLOPE.
- ALL ITEMS ARE CONSIDERED NEW UNLESS NOTED AS (E) EXISTING.
- REFER TO STRUCTURAL, MECHANICAL, PLUMBING AND ELECTRICAL DRAWINGS FOR MORE INFORMATION.
- REFER TO FLOOR FINISH PLAN, FURNITURE PLAN AND INTERIOR FINISH SCHEDULE FOR MORE INFORMATION.
- CONTRACTOR TO VERIFY ALL DIMENSIONS IN FIELD PRIOR TO STARTING WORK
- PATCH (E) WALLS TO MATCH ADJACENT WHERE REQUIRED FOR INSTALLATION OF NEW WORK.

LEGEND

- # INDICATES BUILDING SIGNAGE, REFER TO AD-5.2
- FD• FLOOR DRAINS, REFER TO GENERAL NOTES & PLUMBING DWGS.
- FEC-1 P.I.P. FIRE HOSE & EXTINGUISHER CABINET. PROVIDE NEW FIRE EXTINGUISHER FE1, PAINT
- 000X DOOR REFER TO DOOR SCHEDULE, A-5.1
- 0.000X WINDOW REFER TO WINDOW TYPE & SCHEDULE, A-5.1
- #A WALL TYPES, REFER TO AD-1.1
- WHEELCHAIR ACCESSIBLE SPACE
- (E) ONE HOUR RATED WALL TO REMAIN
- (E) WALL TO REMAIN
- (E) SHEAR WALL TO REMAIN
- (E) CMU VAULT WALL TO REMAIN
- # MODULAR WALL SYSTEM, REFER TO A-5.1.1 & A-5.1.1
- TILE - REFER TO INTERIOR FINISH SCHEDULE
- P.I.P. NOT IN SCOPE

KEYNOTES

- 02-05 P.I.P. (E) PRECAST TERRAZO STAIRS AND LANDINGS
- 02-37 MODERNIZE (E) ELEVATOR, REFER TO DEMO PLANS FOR ANTICIPATED SCOPE OF WORK, SHEET AD-8.4 AND MECHANICAL DRAWINGS
- 10-17 WALL MOUNTED MONITOR AND MOUNTING BRACKET - O.F.C.I. CONTRACTOR TO ADD BACKING INSIDE EXISTING WALL. ELECTRICAL AND DATA CONCEALED
- 10-21 CANE DETECTION RAIL, REFER TO 7/AD-8.2
- 22-05 ACCESSIBLE LOW SPOUT WALL MOUNTED DRINKING FOUNTAIN WITH BOTTLE FILLING STATION, REFER TO 7/AD-8.2
- 22-07 NON-ELECTRIC ACCESSIBLE LOW SPOUT DRINKING FOUNTAIN WITH BOTTLE FILLING STATION, REFER TO 7/AD-8.2
- 22-08 NON-ELECTRIC HIGH SPOUT DRINKING FOUNTAIN WITH BOTTLE FILLING STATION, REFER TO 7/AD-8.2
- 28-01 KEY CARD ACCESS CONTROL SYSTEM, REFER TO ELECTRICAL



Roesling Nakamura
Terada Architects
285 North Ventura Ave.
Ventura, California
P 805.626.5330
F 805.626.5330
www.RNTarchitects.com



CITY OF OXNARD

OXNARD CIVIC CENTER
WEST WING REMODEL
305 W THIRD STREET

CONSTRUCTION DOCUMENTS

#	NAME	DATE
-	PC SUBMITTAL	12-20-2023
1	2ND PC SUBMITTAL	07-26-2023
2	POST APPROVAL	12-30-2024

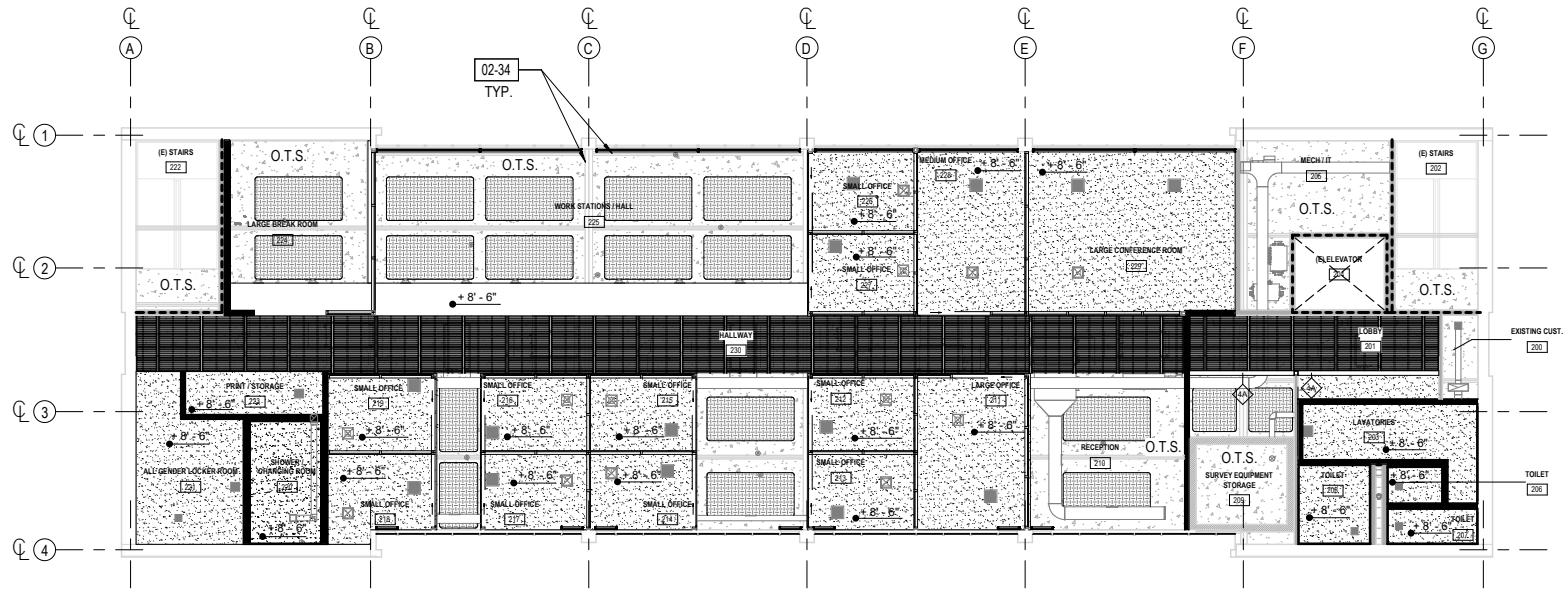
Sheet Name

FLOOR PLANS

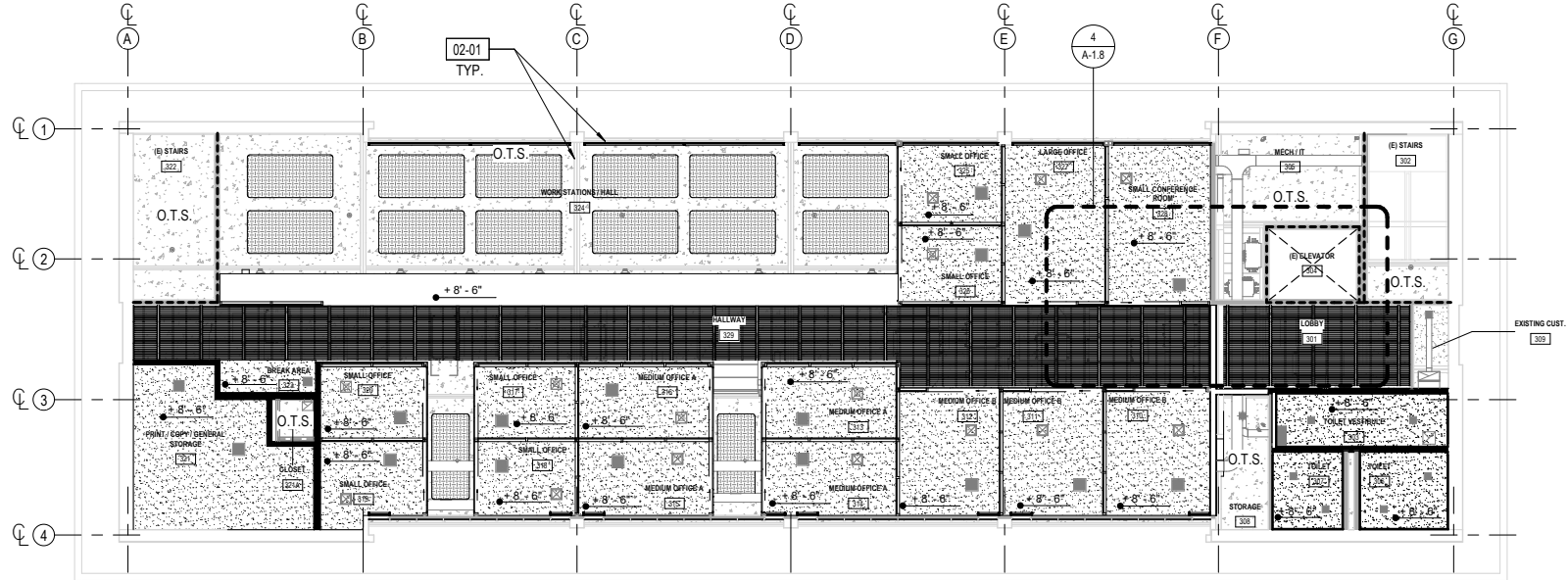
940.01
Date 12/30/2024
Drawn by EE
Checked by CY
Sheet Number

A-1.2

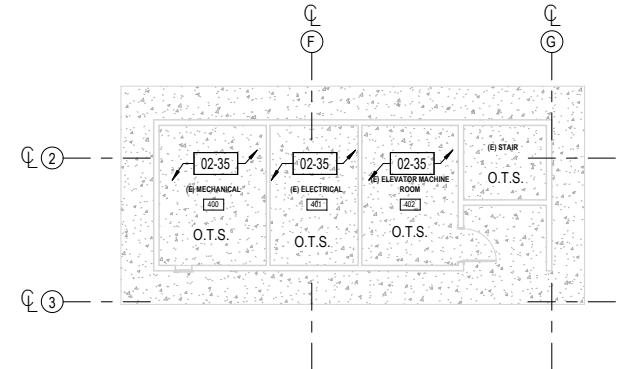
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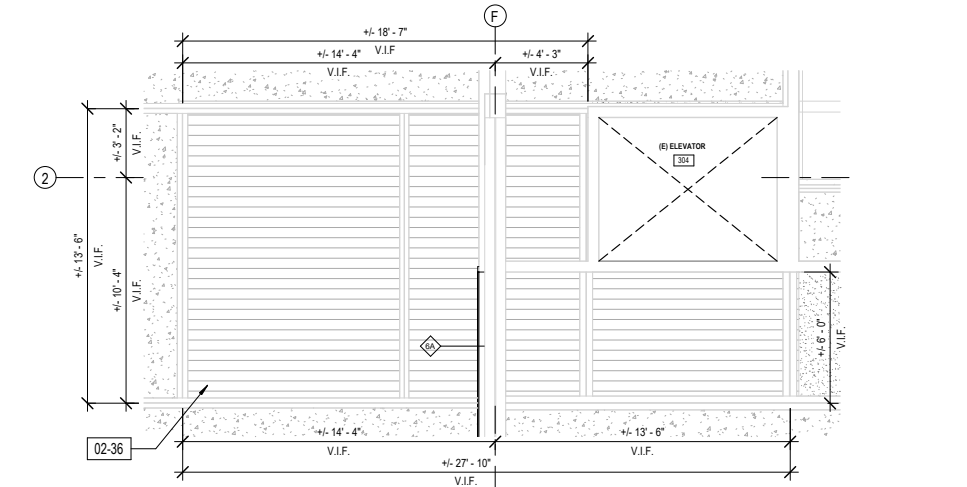
1 2ND FLOOR REFLECTED CEILING PLAN
1/8" = 1'-0"



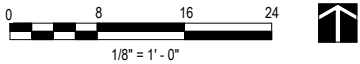
2 3RD FLOOR REFLECTED CEILING PLAN
1/8" = 1'-0"



3 PENTHOUSE REFLECTED CEILING PLAN
1/8" = 1'-0"



4 3RD FLOOR RCP AT METAL DECK
1/4" = 1'-0"



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6. FOR FLOORS SLOPING TO DRAIN, DO NOT EXCEED 2.0% MAXIMUM FLOOR SLOPE.
7. ALL ITEMS ARE CONSIDERED NEW UNLESS NOTED AS (E) EXISTING.
8. REFER TO STRUCTURAL, MECHANICAL, PLUMBING AND ELECTRICAL DRAWINGS FOR MORE INFORMATION.
9. REFER TO FLOOR FINISH PLAN, FURNITURE PLAN FOR MORE INFORMATION.
10. FIRE AND SMOKE DETECTORS ARE DESIGN BUILD
11. REFER TO A-1.9 AND A-1.10 FOR LIGHT FIXTURE AND ACOUSTIC PANEL LOCATION

LEGEND

- GYPSUM BOARD CEILING, PAINT
- (E) CONCRETE SLAB CEILING, PAINT
- ACOUSTIC CEILING PANEL, ADHERED
- 24"X48" WOODWORKS LINEAR TEGULAR CEILING PANELS, REFER TO AD-4.2
- GRILLE, REFER TO MECHANICAL
- GRILLE, REFER TO MECHANICAL
- GRILLE, REFER TO MECHANICAL
- GRILLE, REFER TO MECHANICAL
- DIFFUSER, REFER TO MECHANICAL
- DIFFUSER, REFER TO MECHANICAL
- (E) ONE HOUR RATED WALL TO REMAIN
- (E) WALL TO REMAIN
- (E) SHEAR WALL TO REMAIN
- (E) CMU VAULT WALL TO REMAIN
- MODULAR WALL SYSTEM, REFER TO A-5.1.1 & A-5.1.1
- TILE - REFER TO INTERIOR FINISH SCHEDULE

KEYNOTES

- 02-01 P.I.P. (E) ROOF BEAM, APPLY 1 HOUR FIRE PROOFING AND PAINT
- 02-34 P.I.P. (E) FLOOR BEAM, APPLY 1 HOUR FIRE PROOFING AND PAINT
- 02-35 P.I.P. (E) LIGHT FIXTURES
- 02-36 P.I.P. (E) METAL DECK, PAINT



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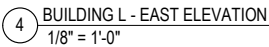
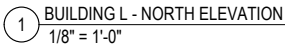
#	NAME	DATE
1	PC SUBMITTAL	12-20-2023
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3	POST APPROVAL	12-30-2024

Sheet Name

REFLECTED CEILING
PLANS

940.01
Date 12/30/2024
Drawn by KL
Checked by CY
Sheet Number

A-1.8



NOTES:

MECHANICAL & ELECTRICAL EQUIPMENT: ALL EXTERIOR MECHANICAL AND ELECTRICAL EQUIPMENT VISIBLE FROM THE STREET SHALL BE SCREENED ON ALL VERTICAL SIDES AT LEAST TO THE HEIGHT OF THE EQUIPMENT IT IS SCREENING AND INCORPORATED INTO THE DESIGN OF THE BUILDINGS TO THE MAXIMUM EXTENT FEASIBLE.

METAL SUNSHADE SCREENS:
METAL SCREENS SHADING OFFICE WINDOWS ARE TO BE ADDITIVE BID ALTERNATES.

7

Project Management

"RNT was an amazing partner in the design and construction of our Recreation & Event Center. They provided us a creative solution in using a portion of an existing building while adding additional space that now serves as a home away from home for our community. Their team provided us with all that we asked for and more than was initially expected throughout the project!"

*– Nathan Hamburger, Assistant City Manager
City of Agoura Hills*

Project Management

Team Organization and Lines of Communication

Our design team will be led by Tyson Cline, a Principal of RNT. He will provide general guidance to the consultant team and lead overall management of the on-call contract. For assigned projects, Ansgar Killing will serve as the Project Manager and be the day-to-day contact for coordination with the City. He will also be responsible for project communication and coordination with the sub-consultant team. It is also RNT's firm policy that all assigned team members, remain working on their projects in the role that they were originally assigned until project completion.

Reporting and Scheduling Systems / Software

The assigned Project Manager along with the Principal-in-Charge will provide project communication and documentation, such as reports or drawing submittals to City representatives on a determined Master Schedule. This can be done through an assigned FTP site (Box or SharePoint) with security password access. This system has been the norm with many of our institutional clients. Meeting notes with users and other client stakeholders will be produced and published by the RNT Project Manager. Ongoing communication and direction provided by RNT will be the "backbone" of each project. When the Master Schedule is approved, the RNT Project Manager will be responsible for tracking the project and updating the Master Schedule. RNT will keep the Master Schedule in Primavera to track progress and identify task items along the critical path. At deliverable dates, our team proposes to meet with the City to do a "walk through" of the documents. Our schedule and project reporting will be updated on a monthly basis or as directed by the City.

Schedule

Our team is proud of its ability to deliver projects on schedule. Additionally, we work to define critical path concerns early in a project. Many of our projects have challenging deadlines that are critical to the project's success due to funding constraints and requirements for minimal disruption of facility operations. Methods of condensing the typical project schedule include project phasing, fast-track delivery, and negotiated general contractor delivery method with the general contractor selected early and subcontracts bid during plan check. Additionally, we are experienced at specifying building systems that are quickly assembled on-site or prefabricated off-site, allowing for faster project completion in the field.

Design Development

During the Schematic Design and Design Development phases, our team will be in constant communication with City staff. We will propose face-to-face meeting every two weeks during this period. If it is more efficient, we can employ Zoom Meeting (video conferencing) to reduce meeting times. These meetings will be scheduled by RNT and will be previewed with an agenda. The minutes of these meetings will address responsibilities and action items that will be distributed to the City and team. During these phases the details of the design will be developed, including unique requirements such as: sustainability, LEED, water conservation and MS 4 Permit for storm water requirements.

Quality Assurance

Quality Assurance during the Schematics, Design Development and Construction Document Phases will be addressed by continuous review of the design by experienced team members. Our team will prepare the design development documents in Building Information Model (BIM) to visualize conditions in 3D models and to enhance coordination of consulting disciplines. At RNT Construction Documents are prepared using Revit, a BIM program. These BIM electronic base files will be shared with the entire team for ease of coordination and clash detection of building systems. We will propose milestone all-hands meetings to view the BIM model with City staff and to resolve any particular detail issues.

Cost Control

Cost Control through Schematics, Design Development and Construction Documents will be integrated through the entire team. The "cost model" should be updated at each Phase by a Cost Estimator (to be selected according to the project). Value engineering will occur continuously to balance the budget and scope and to achieve "best value." Life-cycle costs will be taken into consideration and will be evaluated along with the initial estimated cost to find the right balance of maintenance and running costs.



Quality of Work

Our management style and internal organization is collaborative. While we as individuals have specialized areas of expertise, we excel in synthesizing this individual experience to bring together a shared knowledge base that collectively meets project goals. Our designs also benefit from assembling teams of consultants with whom we have worked closely with on several projects. By working with a proven network of professionals, we feel we can quickly respond to the needs and requirements of our clients. Together, under the overall control of the Principal-In-Charge through the Project Manager, the team members work toward designing and coordinating elements that can achieve the desired aesthetic, budgetary and schedule results. We understand that the City may have additional on-call consultants as well. We have a proven track record of creating an open line on communication among all team members.

RNT has a dedicated Quality Control Principal, who leads the effort to create coordinated construction documents to minimize change order exposure and to facilitate permanent durability and constructability for our projects. This Principal has skills in structural engineering as well as architecture and provides particularly strong oversight on resolving consultant coordination issues.

The fresh look that each office can provide to evaluate projects provides an in-house peer review system that saves agency and construction manager time by making possible early implementation of construction document changes.

Sustainability

Since the firm's inception, RNT has been committed to creating energy efficient and sustainable facilities that respond positively to the spirit of place. As a matter of practicality and functionality for the client, the project should efficiently use energy and minimize environmental impacts. In addition, we believe that a project should stand the test of time. They should be durable, low maintenance and provide a sense of permanence.

Construction Observation Management

RNT understands how critical it is to be a team player during the Construction Administration/Observation phase, and to assist the client and the team to overcome challenges. Fundamental to our process is the understanding that high quality construction is dependent on clear, concise and well-coordinated Construction Documents. RNT takes great pride in our proactive, timely and committed approach to Construction Administration/Observation.

The core of our success is the ability to partner with the Client, Contractor and inspection entities throughout the construction process. We understand that during construction it is our highest priority to provide immediate information to the Contractor. Paired with this is our "hands on" approach in which the Project Manager – who implemented the design – will also oversee the construction. The Principal-In-Charge also stays heavily involved, monitoring the schedule, construction issues and implementation of the design. With this approach, RNT oversees \$75-\$100 million in construction annually.

Our typical tasks during construction include:

- Assisting the Client and/or Construction Manager in preparing the agenda for the pre-construction kick-off meeting
- Participating in a partnering session with the Contractor and all parties associated with the construction process
- Reviewing Shop Drawings and Submittals (prompt turn-around for submittals and shop drawings is critical)
- Attending the pre-construction meeting, to identify all the long-lead items and the appropriate response
- Reviewing the procurement schedule and construction schedule to identify long lead items and approvals
- Attending subcontractor pre-construction meetings
- Attending weekly jobsite meetings and provide consultation and interpretation of the design documents
- Preparing Field Reports required by the City
- Reviewing RFI and prepare responses
- Reviewing substitution requests
- Reviewing work in place for compliance with the Construction Documents
- Reviewing contractor cost proposals
- Reviewing pay application requests (if required)
- Facilitating project closeout including punch list development, review of operations and maintenance manuals and review of as-builts drawings
- Coordinating commissioning (if required)





8

References

"[RNT] was clear in their approach to the design of the school, making certain that they considered every aspect of this community, the neighborhood of the school, and the anticipated needs of our students... Our contractor remarked that the architectural plans provided to them by RNT were among the best, cleanest, and clearest set of plans they have ever had the pleasure of working with."

*– Salvador Godoy, Director of Facilities,
Oxnard School District*

References



Westview Village, Affordable Housing

Jeff Lambert
Housing Authority of San Buenaventura
Ventura, CA 93001
jlambert@hacityventura.org
805.901.4229

Team Members

Tyson Cline



City of Marina, Civic Facilities Feasibility Study

Layne Long
Project Manager, City Manager
211 Hillcrest Avenue Marina, CA
831.884.1278
llong@cityofmarina.org

Team Members

Tyson Cline
Ansgar Killing



County of Santa Barbara New Probation Headquarters

Patrick Zuroske
Project Manager, City of Goleta
(formerly with County of Santa Barabara)
130 Cremona Drive, Goleta, CA 93117
805.961.7500

Team Members

Tyson Cline
Chris Bradbury







Ralph Roesling
Chikako Terada
Joe Mansfield
Raúl Díaz
Rommel Olaes
Tyson Cline
Rick España
Gemma Hsiueh
Chris Bradbury
Brandon Martella

City of Seaside
Public Works Department – Engineering Division
440 Harcourt Avenue
Seaside, CA 93955
ATTN: Thomas Korman, P.E., P.L.S. Public Works Director/ City Engineer

RE: On-Call Architectural and Structural Engineering Professional Services

Dear Mr. Thomas Korman and Selection Committee,

Enclosed please find the professional services fee schedules for our team's RFP response.

We thank you for the opportunity to submit and appreciate your consideration.

Respectfully,

Chelsea Gazaille, Assoc. AIA
Marketing Manager
Roesling Nakamura Terada Architects, Inc.

Roesling Nakamura Terada Architects, Inc. (RNT)

Standard Hourly Billing Rates 2025

Roesling Nakamura Terada Architects, Inc. (RNT)

Per Hour

Principal	\$285
Project Manager	\$245
Project Architect	\$210
Interior Designer/Designer	\$190
Draftsperson	\$160
Jr. Draftsperson	\$140
Administration	\$100





CITY OF SEASIDE
PROFESSIONAL SERVICE AGREEMENT FOR
NON- CONSTRUCTION PROJECT
ON-CALL ARCHITECTURE AND STRUCTURAL
ENGINEERING

This PROFESSIONAL SERVICE AGREEMENT (PSA) FOR NON-CONSTRUCTION PROJECT ("AGREEMENT"), is made and effective AS OF **May 1, 2025** between the City of Seaside ("AGENCY"), a municipal corporation and **Omni Design Inc., a corporation** ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This AGREEMENT shall commence on **May 1, 2025** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2026** unless sooner terminated pursuant to the provisions of this AGREEMENT.

II. SERVICES

CONSULTANT shall perform the tasks described and set forth in **Exhibit A** and **Exhibit D**, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in **Exhibit A** and **Exhibit D**. To the extent that **Exhibit E** is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing.

III. PERFORMANCE

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

IV. AGENCY MANAGEMENT

Agency's City Manager or his/her designee 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 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.

V. PAYMENT

- A. The AGENCY agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit A**, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **THREE HUNDRED THOUSAND DOLLARS (\$300,000.00)** 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 Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency 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. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefore.

VI. 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 5.

VII. 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 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 designee 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 or fails to present the AGENCY with a written plan for the cure of the default, 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.

VIII. 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 or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- B. Upon completion of, or in the event of termination or suspension of this Agreement, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer discs, and reports prepared by the Contractor under this Agreement shall become the sole property of 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.

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless AGENCY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify and hold harmless AGENCY shall not extend to the AGENCY's sole or active negligence.

B. 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 indemnity. 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.

X. 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.

XI. INDEPENDENT CONSULTANT

- A.*** CONSULTANT is and shall at all times remain as to the AGENCY a wholly independent consultant and/or independent contractor. 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.

XII. 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.

XIII. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure was 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 has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this Section shall be a material breach of this AGREEMENT entitling the AGENCY to any and all remedies at law or in equity.

XIV. 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.

XV. 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 ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the AGENCY, unless the AGENCY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the AGENCY of such Discovery. AGENCY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless AGENCY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such 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.

XVI. 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

To
CONSULTANT: Omni Design
1326 Chorro Street
San Luis Obispo, CA 93401

XVII. 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, only CONSULTANT shall perform the services described in this AGREEMENT. **Juan Pablo Cal y Mayor** may use assistants, under his/her direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide AGENCY fourteen (14) days' notice prior to the departure of **Juan Pablo Cal y Mayor** 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. Before retaining or contracting with any CONSULTANT for any services under this AGREEMENT, CONSULTANT shall provide AGENCY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such sub-consultant which shall include and indemnity provision similar to the one provided herein and identifying AGENCY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from AGENCY for such insurance.

XVIII. 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.

XIX. 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.

XX. 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 and pertaining to the subject of this AGREEMENT or with respect to the terms and conditions of this AGREEMENT, 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.

XXI. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

CONSULTANT is bound by the contents of the Proposal, **Exhibit "A"** hereto and incorporated herein by this reference. In the event of conflict, the requirements of the Proposals and this AGREEMENT shall take precedence over those contained in the CONSULTANT's proposals. The incorporation of the CONSULTANT's proposal shall be for the scope of services to be provided only, and any other terms and conditions included in such proposal shall have no force and effect on this AGREEMENT or the relationship between CONSULTANT and/or AGENCY, unless expressly agreed to in writing.

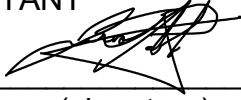
XXII. AUTHORITY TO EXECUTE THIS AGREEMENT

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.

*** Signatures on next page***

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

CONSULTANT

By: 
(signature)

04-18-2025
(date)

Juan Pablo Cal y Mayor, CEO
Name of Consultant

Greg McDanel
City Manager
City of Seaside

(date)

Attachments:

- Exhibit A – Scope of Work***
- Exhibit B – Payment***
- Exhibit C - Insurance Requirements***
- Exhibit D – Request for Proposal***
- Exhibit E – Consultant's Proposal***

EXHIBIT "A"

SCOPE OF SERVICES

Consultant hereby agrees to provide to the City of Seaside, as the scope of services under this Agreement, the services described on City's Request for Proposal for On-Call Architectural and Structural Engineering Professional Services dated January 16, 2025 (Exhibit "D") which outlines the scope of services and work under this contract, and the approved Consultant's Proposal dated February 21, 2025 (Exhibit "E").

During the course of this Agreement, the City will identify tasks and ask the Consultant to prepare a task proposal which, at a minimum, will include: scope of work, "not-to-exceed" cost, and schedule. Additional tasks will be assigned as new exhibits to this contract, with each new task being sequentially as Exhibit A1, A2, A3, etc.

No Task may be assigned under this contract unless that project has been separately budgeted for and approved by the City Council. The City is under no obligation to expend any funds under this Contract unless it determines it is in the City's best interest to do so. The City is under no obligation to utilize the prequalification list for any particular project and may instead seek services for that project pursuant to the City's purchasing guidelines. When work is performed pursuant to the prequalification list established by this RFP and this Agreement, work will be performed on a rotating basis among the pre-qualified consultants, based on consultants' availability.

A Notice to Proceed will be issued by the City for each task under this Agreement. In case of any conflicting terms it is the express intent of the parties hereto that the order of precedence and controlling language shall be as follows:

- 1) this Agreement;
- 2) the City's Request for Proposal;
- 3) the Consultant's proposal.

EXHIBIT "B"

PAYMENT

I. Progress Authorization

Written authorization to proceed from the City authorizes the Consultant to generate the not-to-exceed cost of **\$300,000 per contract and \$75,000 per assigned task.**

II. Invoice procedure.

- A. Payment shall be at the conclusion of the Assigned Task based on the billable charges.
- B. The Consultant shall present the bill for charges by the second day of the month.
- C. The Consultant's bill shall be substantiated by appropriate documentation, and include an itemized listing of personnel, subConsultants, and other direct costs incurred.

III. Maximum billable amounts

Under no circumstance shall the total of all payments to the Consultant exceed ninety percent (90%) of the maximum "not-to-exceed" cost, prior to acceptance by the City of all items to be completed as noted within Exhibit "A" or any Assigned Task.

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.

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

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

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

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

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

City of Seaside



REQUEST FOR PROPOSALS

On-Call Architectural and Structural Engineering Professional Services

ISSUING OFFICE: City of Seaside
Public Works Department
440 Harcourt Avenue
Seaside, CA 93458

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PUBLIC NOTICE

REQUEST FOR PROPOSALS

Request for Proposals (RFPs) must be received by the Public Works Department, no later than 5:00 p.m., February 21st, 2025 via PlanetBids.

Architectural and Structural Engineering Professional Services

No proposer shall discriminate in employment practices on the basis of race, color, national origin, ancestry, disability, gender, or religion.

No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any matter leading to the award of contract.

The right is reserved by the City of Seaside to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted, and to award the contract according to the proposal which best serves the interests of the City.

Dated this 16th day of January 2025 at Seaside, California.

By: Thomas Korman, P.E., P.L.S. Public Works Director/ City Engineer

City of Seaside, California

Publication Date: January 16, 2025

SECTION 1
INSTRUCTIONS AND CONDITIONS

1.1 Project Description

The City of Seaside ("City") is seeking proposals from qualified firms or individuals to provide On-Call Civil Architectural and Structural Engineering Services. The scope of on-call architectural and structural engineering work shall include, but not be limited to, the full range of services typically required to perform architecture and structural engineering services within the City. This RFP is subject to the requirements of Purchasing Guidelines for the City of Seaside. This solicitation is not intended to create an exclusive service agreement and multiple contracts may be awarded.

The City is seeking professional architectural and structural engineering services for mid-size projects with a focus on renovations and modifications to existing facilities, including but not limited to: office buildings, community center, outdoor park structures, and site work. In addition, the City is seeking Architectural services specializing in the preservation and rehabilitation of California's historic structures and fully versed in the Secretary of the Interior's Standards as well as, the State of California's Historical Building Code and their implications on individual projects.

Proposals will be considered only from Consultants who can demonstrate the following minimum qualifications:

1. Consulting firm is licensed to practice architecture in the State of California, and is able to effectively provide the required professional services.
2. The individual or individuals or sub-consultants who will be assigned the responsibility to projects shall have significant experience in design and construction consulting within the last five years in the State of California.
3. Consultant and staff shall be knowledgeable of all applicable building codes, American with Disabilities Act / Facilities
4. Experience in with building conservation, historic preservation, sustainability, and the interrelationship between older structures and community context.
5. Transition Plans, federal, state and local by-laws as applicable.
6. Firms shall be able to meet the schedule set by City of Seaside Department of Public Works

The selected consultant will provide the full range of services including the performance of various capital projects or other public works related projects within the City.

Task orders will be created under a Master Agreement and may include, but are not limited to, work within the public right-of-way, parks, buildings and grounds or to act as an extension of City staff.

Tasks may consist of full design, from conception to construction, or be of a very limited nature.

Each task will be based upon an agreed upon scope, schedule, and “not-to-exceed” cost.

An individual task order will be created under this Master Agreement for the completion of each task.

Terms of Work:

- A. The term of the agreement will be for an initial one (1) year period and will include an option for two (2) annual extensions which will occur automatically unless terminated in accordance with the contract. The total term of this Agreement will not exceed three (3) years.
- B. The aggregate not-to-exceed fee for all tasks provided during the initial two-year term of the Agreement shall be \$300,000.00. No task may be awarded pursuant to this contract that exceeds \$75,000. Tasks estimated to cost over \$75,000 require a separate RFP.
- C. During the course of the Agreement the City will identify tasks and ask the Consultant to prepare a task proposal, which, at minimum, will include:
 - a. scope of work
 - b. schedule, and
 - c. “not-to-exceed” cost based on the scope of work, with a hard not to exceed cost of \$75,000 per task.

A Notice to Proceed will be issued by the City for each task under this Agreement.

- D. All drawings, reports, data, computer files, specifications, calculations, and studies prepared by the Consultant shall become the property of the City, with all rights of ownership, including copyrights and reproduction of the same.

1.2 Information

Submit an electronic copy on or before 5:00 p.m., Friday, February 21, 2025. Proposers are directed to mail one (1) copy the consultant's schedule of fees submitted in a separate sealed envelope, post marked prior to the submission deadline.

For hand delivery, or mail delivery, please use the following address:

City of Seaside
Public Works Department – Engineering Division
440 Harcourt Avenue
Seaside, CA 93955

Unless otherwise directed, all communications regarding this Request for Proposals should be directed to the Public Works Department, via email at pwinfo@ci.seaside.ca.us

Any revisions to the Request for Proposal will be issued and distributed as Addenda. Proposers are specifically directed not to contact any other City personnel for meetings, conferences, or technical discussions related to this Request for Proposal. Failure to adhere to this policy may be grounds for rejection of proposal.

1.3 Important Notice

The City of Seaside will not be responsible for oral interpretations given by any City employee, representative, or others. Proposers are cautioned that any statements made that materially change any portion of the proposal documents shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued, the City will attempt to notify all prospective consultants. However, it will be the responsibility of each prospective consultant, prior to submitting its proposal, to determine if addenda were issued via PlanetBids, and to make such addenda a part of their proposal.

1.4 Definitions

1. "Agency" refers to the City of Seaside, an Agency established under the laws of the State of California.
2. "Days" refers to working days of the City of Seaside when used in context with Agency's bid protest procedures.
3. The terms "file" or "submit" refer to the date of receipt by Agency.
4. "Interested party" includes all bidders on the contract or procurement. The term may also include a subconsultant or vendor at any tier who shows

that it has a substantial economic interest in a provision of the Request for Proposals (RFP), or of the interpretation of such a provision.

5. "Local" as used herein refers to the County of Monterey and the State of California. When used in conjunction with the phrase "laws and regulations" it is construed to mean only those laws or regulations associated with the provision of public funds. It is not construed to include the purchasing and/or protest procedures used by either of the aforementioned entities.
6. "Request for Proposal" as used herein, also includes the term "offer" or "RFP" as used in the context of negotiated procurements.
7. "Administrator" or "Manager" as used herein refers to the project manager of the City of Seaside.

1.5 Contracting Agency

The City of Seaside will administer the contract resulting from this Request for Qualification.

1.6 Legal Responsibilities

All proposals must be submitted, filed, made, and executed in accordance with State of California and Federal laws relating to proposals for contracts of this nature, whether the same or expressly referred to herein or not.

1.7 Business Tax Certificate

Possession of a City of Seaside Business Tax Certificate is not required to submit a proposal in response to this invitation. However, Consultant shall be required to possess, at its own expense, a valid and current City of Seaside Business Tax Certificate prior to commencing work. Fee is based on gross receipts for all business transactions in the City of Seaside.

1.8 Withdrawal of Proposals

Any proposal may be withdrawn at any time prior to the time fixed in the public notice for the receipt of proposals only by written request filed with the City of Seaside Project Manager. The request shall be executed by the offeror or his duly authorized representative. The withdrawal of a proposal does not prejudice the right of the offeror to file a new proposal. No proposal may be withdrawn after the time fixed in the public notice for the receipt of proposals.

1.9 Rejection of Proposals

Failure to meet the requirements of the Request for Proposals (RFP) will be cause for rejection of the proposal. The City may reject the proposal if it is incomplete, contains irregularities of any kind, or is offered conditionally. The City reserves the right to reject any and all proposals without cause.

The proposal is to be prepared in such a way as to provide a straightforward, concise delineation of the information requested. Proposals which contain false or misleading statements, or which do not support an attribute or condition claimed by the proposer, may be cause for rejection of the proposal. If, in the sole opinion of the City, such information was intended to mislead the City in its evaluation of the proposal, it will be cause for rejection of the proposal.

1.10 Evaluation

Evaluation and selection of statement of qualifications will be based on the qualifications and evaluation criteria outlined in the RFP request. Brochures or other promotional presentations beyond that which is deemed sufficient to submit a complete and effective proposal are not desired. Elaborate artwork, expensive paper or binders, and expensive visuals are not necessary and will not affect the evaluation process.

The City of Seaside reserves the right to make the selection of a proposer based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipate initiative and ability of the proposer to perform the services set forth herein.

The City of Seaside reserves the right to reject any or all statement of qualifications, to waive any requirements, both the City's and those proposed by the proposer; to waive any irregularities or informalities in any proposal or the RFP process when it is in the best interest of the City to do so; to negotiate for the modification of any proposal with mutual consent of the proposer; to re-advertise for RFP proposals, if desired; to sit and act as sole judge of the merit and qualifications of the service offered; and to evaluate in its absolute discretion, the proposal of each proposer, so as to select the proposer which best serves the requirements of the City, thus providing that the best interest of the City will be served. The proposer's past performance, and the City's assurance that each proposer will provide service as proposed, will be taken into consideration when statement of qualifications are being evaluated.

The City may make such investigation as it deems necessary to determine the ability of a proposer to furnish the required services, and the proposer will furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the City that such proposer is properly qualified to carry out the

obligations of a contract and to deliver the services contemplated herein or the service of any consultant who has previously failed to perform properly, or complete on time, contracts of a similar nature. Any material misrepresentation or material falsification of information provided to the City in the proposer's submission, or at any point in the evaluation process, including any interview conducted, is grounds for rejection of the proposal. In the event that the misrepresentation or falsification is not discovered until after any agreement is awarded, the agreement may be terminated at that time. A determination as to whether a misrepresentation or falsification of the submission is material shall be made solely in the exercise of the City's sole discretion. The City expressly reserves the right to reject the proposal of any consultant who is in default on the payment of taxes, licenses, or other monies due the City of Seaside.

The City reserves the right to conduct a background inquiry of each proposer which may include the collection of appropriate criminal history information, contractual and business associations and practices, employment histories, and reputation in the business community. By submitting a statement of qualifications to the City, the proposer consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

1.11 Pricing Guidelines

Proposers shall provide proposed fees and cost information as a part of this RFP. Fee schedules submitted in response to this RFP shall identify hourly rates and be no higher than the proposer's standard commercial rates for same services. Fees submitted may be used as a basis of negotiation with the successful consultant.

1.12 Proprietary Information

The proposals received shall become the property of the City of Seaside and are subject to public disclosure. Proposers are to indicate any restrictions on the use of data contained in their responses. Those parts of a proposal which are defined by the bidder as business or trade secrets, as that term is defined in California Government Code, Section 6254.7, and are reasonably marked as "Trade Secrets", "Confidential" or "Proprietary" shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most or all, of their proposal as exempt from disclosure may be deemed non-responsive.

1.13 Tentative Selection Schedule

Issuance of RFP	January 16, 2025
Question Submission deadline	5:00 p.m., February 7, 2025
Submission deadline	5:00 p.m., February 21, 2025
Council Award of contract	March 20, 2025 (tentative)

SECTION 2

OVERVIEW

PROJECT OVERVIEW

2.1 Introduction

The City of Seaside, Public Works Department, invites perspective consultants to submit Proposals to perform on-call Architectural and Structural Engineering Professional Services.

If used, subconsultant qualifications should be listed and the Public Works Department would like to see subconsultant key staff individual resumes, their placement on the organization chart, and subconsultant firm project experience.

2.2 Term of Contract

The term of the agreement will be for an initial one (1) year period and will include an option for two (2) annual extensions which will occur automatically unless terminated in accordance with the contract. The total term of this Agreement will not exceed three (3) years.

2.3 Scope of Work

See Section 4, Attachment A – Scope of Work.

2.4 Selection and Evaluation Factors

Successful consultants shall be selected by the City of Seaside on a rational basis. Evaluation factors outlined below shall be applied to all eligible responsible and responsive proposers in comparing proposals.

A proposer may be selected without discussion after Statement of Qualifications are received. Therefore, proposals should be submitted on the most favorable terms.

- A. Evaluation Criteria. An evaluation committee of City staff personnel will review and evaluate all proposals received by the due date based on the following criteria:

- a. Ability to Design an Approach and Work Plan to Meet the Project Requirements. An assessment of the overall quality of the proposal. Qualities and indicators that will receive consideration include the proposer's performance in converting the Scope of Work into a work plan; the detail and clarity of the discussion as to the proposer's approach to undertaking the project; the proposer's performance in identifying any special problems or concerns which may be associated with the project

and preliminary ideas about how these obstacles should be addressed; the inclusion of any unique approaches which are designed to save time and money or increase the benefits or effectiveness of the proposed work; the demonstrated ability to work with governmental bodies; and a full understanding of applicable laws or regulations that relate to the project.

- b. Ability of the Proposer to Carry Out and Manage the Proposed Project. An assessment of the past experience of the organization in general. Qualities and indicators that will receive consideration include the number and types of projects the organization or its employees have completed; the variety of projects completed and a demonstration of the organization's ability to undertake this project; the general level of experience in the areas of supervision, observing and monitoring projects; the organization's ability to realize timetables and quality control objectives; and the demonstrated general ability to bring about a successful completion of the projects under the proposer's direction.
 - c. Staff: An assessment of the perceived ability of each organization to devote the necessary human resources and management attention to the project. Do the qualifications of key personnel to be assigned to the project coincide with project's requirements? Do assigned personnel and subconsultant personnel have requisite education, experience, and professional qualifications and licenses?
 - d. Familiarity with Locality: Does the firm have familiarity with the City required to successfully complete the project? How close are the firm's permanent offices to the City of Seaside?
 - e. Willingness to Comply with the Proposed Agreement Terms. A sample agreement is attached as Section 3. Proposals will be rated based on any exceptions taken to the proposed agreement.
 - f. Reputation: Are the firm's references from past clients and associates favorable; and, does the firm show financial and operational stability?
- B. Procedures
- a. At the completion of the review process, proposers will be ranked based on the Evaluation Criteria described in section VIII.A above. The City will select the highest ranked firm or, at City's option, the most highly qualified firms will form a "shortlist."
 - b. Should the City elect to establish a "short list," firms on the short list may be asked to formally present their proposal in or via remote teleconferencing and respond to interviewer questions. The interview

panel will be the evaluation committee. The presentation and interview session will not exceed one hour per proposer. Following presentations/interviews, the evaluation committee will complete its ranking.

- c. Upon completion of the rankings, fee negotiations will commence with the highest ranked firm. If the fees are mutually agreed upon after negotiations, an agreement will be placed on a City Council agenda for approval consideration. If fee negotiations are unsuccessful with the highest ranked firm, that firm will be excused, and the fee schedule of the next highest ranked firm will be negotiated.
- d. It is anticipated that any award of an agreement for services will be made by the City Council within 90 days of proposal submission.

2.5 Inquiries

Inquiries must be submitted via PlanetBids. City shall issue any necessary clarification in writing to all proposers. Proposers should not rely on verbal discussion in lieu of written communication. Failure to adhere to this requirement could render the proposal non-responsive.

2.6 Contract Incorporation

Proposer should be aware that the City of Seaside's attached "agreement" shall become the actual contract document. The terms and conditions defined in Section 3 are to be used as a basis for a contemplated contract. Any modifications to this recommended sample contract will require prior negotiations and approval of the City. Failure of a proposer to accept this obligation may result in the rejections of its proposal or cancellation of any award.

2.7 Negotiations

The City of Seaside reserves the right to negotiate all elements which comprise the proposal to ensure the best possible consideration for all concerned.

2.8 Proposal Format

Proposals must follow the format outlined in Section 4, Attachment B – Proposal Requirements and all requested information must be supplied. Failure to submit a complete Proposal in the required format shall be considered non-responsive.

SECTION 3

AGREEMENT



CITY OF SEASIDE
PROFESSIONAL SERVICE AGREEMENT FOR
NON- CONSTRUCTION PROJECT
[INSERT PROJECT TITLE]

This PROFESSIONAL SERVICE AGREEMENT (PSA) FOR NON-CONSTRUCTION PROJECT ("AGREEMENT"), is made and effective AS OF [insert date] between the City of Seaside ("AGENCY"), a municipal corporation and [insert consultant], [a sole proprietorship, partnership, limited liability partnership, corporation] ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This AGREEMENT shall commence on [insert date] are completed, but in no event later than [insert date] unless sooner terminated pursuant to the provisions of this AGREEMENT.

II. 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. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing.

III. PERFORMANCE

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

IV. AGENCY MANAGEMENT

Agency's City Manager or his/her designee 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 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.

V. PAYMENT

A. The AGENCY agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **[total amount of contract--\$\$\$]** 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 Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency 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. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefore.

VI. 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 5.

VII. 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 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 designee 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 or fails to present the AGENCY with a written plan for the cure of the default, 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.

VIII. 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 or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- B. Upon completion of, or in the event of termination or suspension of this Agreement, all finished or unfinished documents, data, studies, surveys, [project name]

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.

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless AGENCY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify and hold harmless AGENCY shall not extend to the AGENCY's sole or active negligence.

B. *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 indemnity. 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.

X. INSURANCE

CONSULTANT shall maintain prior to the beginning of and for the duration of this AGREEMENT insurance coverage as specified in Exhibit B attached to and part of this AGREEMENT.

XI. INDEPENDENT CONSULTANT

- A. CONSULTANT is and shall at all times remain as to the AGENCY a wholly independent consultant and/or independent contractor. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT

[project name]

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.

XII. 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.

XIII. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure was 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 has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this Section shall be a material breach of this AGREEMENT entitling the AGENCY to any and all remedies at law or in equity.

XIV. 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.

XV. 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 ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the AGENCY, unless the AGENCY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the AGENCY of such Discovery. AGENCY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless AGENCY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such 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.

XVI. 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

To [name]
CONSULTANT: [address]
 [city/state/zip code]

XVII. 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, only CONSULTANT shall perform the services described in this AGREEMENT. **[consultant name]** may use assistants, under his/her direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide AGENCY fourteen (14) days' notice prior to the departure of [Insert name] 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. Before retaining or contracting with any CONSULTANT for any services under this AGREEMENT, CONSULTANT shall provide AGENCY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such sub-consultant which shall include and indemnity provision similar to the one provided herein and identifying AGENCY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from AGENCY for such insurance.

XVIII. 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.

XIX. 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.

XX. 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 and pertaining to the subject of this AGREEMENT or with respect to the terms and conditions of this AGREEMENT, 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.

XXI. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

CONSULTANT is bound by the contents of the Proposal, Exhibit "A" hereto and incorporated herein by this reference. In the event of conflict, the requirements of the Proposals and this AGREEMENT shall take precedence over those contained in the CONSULTANT's proposals. The incorporation of the CONSULTANT's proposal shall be for the scope of services to be provided only,

and any other terms and conditions included in such proposal shall have no force and effect on this AGREEMENT or the relationship between CONSULTANT and/or AGENCY, unless expressly agreed to in writing.

XXII. 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

By: _____
(signature)

Name of Consultant

(name)
(City Manager)
(City of Seaside)

Attachments:
Exhibit A - Proposal
Exhibit B – Payment
Exhibit C - Insurance Requirements

EXHIBIT "A"

SCOPE OF SERVICES

Consultant hereby agrees to provide to the City of Seaside, as the scope of services under this Agreement, the services described on City's Request for Proposal for On-Call Architectural and Structural Engineering Professional Services dated _____ (Exhibit "D") which outlines the scope of services and work under this contract, and the approved Consultant's Proposal dated [insert date] (Exhibit "E").

During the course of this Agreement, the City will identify tasks and ask the Consultant to prepare a task proposal which, at a minimum, will include: scope of work, "not-to-exceed" cost, and schedule. Additional tasks will be assigned as new exhibits to this contract, with each new task being sequentially as Exhibit A1, A2, A3, etc.

No Task may be assigned under this contract unless that project has been separately budgeted for and approved by the City Council. The City is under no obligation to expend any funds under this Contract unless it determines it is in the City's best interest to do so. The City is under no obligation to utilize the prequalification list for any particular project and may instead seek services for that project pursuant to the City's purchasing guidelines. When work is performed pursuant to the prequalification list established by this RFP and this Agreement, work will be performed on a rotating basis among the pre-qualified consultants, based on consultants' availability.

A Notice to Proceed will be issued by the City for each task under this Agreement. In case of any conflicting terms it is the express intent of the parties hereto that the order of precedence and controlling language shall be as follows:

- 1) this Agreement;
- 2) the City's Request for Proposal;
- 3) the Consultant's proposal.

EXHIBIT "B"

PAYMENT

I. Progress Authorization

Written authorization to proceed from the City authorizes the Consultant to generate the not-to-exceed cost of **\$300,000 per contract and \$75,000 per assigned task.**

II. Invoice procedure.

- A. Payment shall be at the conclusion of the Assigned Task based on the billable charges.
- B. The Consultant shall present the bill for charges by the second day of the month.
- C. The Consultant's bill shall be substantiated by appropriate documentation, and include an itemized listing of personnel, subConsultants, and other direct costs incurred.

III. Maximum billable amounts

Under no circumstance shall the total of all payments to the Consultant exceed ninety percent (90%) of the maximum "not-to-exceed" cost, prior to acceptance by the City of all items to be completed as noted within Exhibit "A" or any Assigned Task.

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.

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

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

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

Umbrella or excess liability insurance. [Optional depending on limits required].

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

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrence of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. CONSULTANT shall provide certificates of insurance to AGENCY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Agency's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with AGENCY at all times during the term of this contract. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONSULTANT, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by CONSULTANT shall be primary and any insurance or self-insurance procured or maintained by AGENCY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of AGENCY before the AGENCY's own insurance or self-insurance shall be called upon to protect it as a named insured.

Agency's rights of enforcement. In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by CONSULTANT or AGENCY will

withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, AGENCY may cancel this AGREEMENT.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against AGENCY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against AGENCY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the AGENCY to inform CONSULTANT of non-compliance with any requirement imposes no additional obligations on the AGENCY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the AGENCY requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AGENCY.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to AGENCY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that AGENCY and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to AGENCY and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. CONSULTANT agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONSULTANT, provide the same minimum insurance coverage and endorsements required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONSULTANT agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to AGENCY for review.

Agency's right to revise specifications. The AGENCY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the AGENCY and CONSULTANT may renegotiate CONSULTANT's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by AGENCY. AGENCY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by AGENCY.

Timely notice of claims. CONSULTANT shall give AGENCY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

SECTION 4 ATTACHMENTS

ATTACHMENT A – SCOPE OF WORK

Architectural and Structural Engineering

TYPICAL SERVICES REQUIRED

The required services and abilities required to successfully perform geotechnical engineering and testing services on the project types listed above include but are not limited to:

1. Building Design: Professional and efficient development of new construction or renovation plans that successfully resolve a client's space planning and design requirements.
2. Facility/Building Analysis/Existing Conditions Report: Evaluation of an existing building including components such as walls, windows, roofs, floor plans, room layouts, building science audits and equipment resulting in a summary report of the findings.
3. Code Analysis: Project-specific review of applicable codes including building codes, accessibility standards, energy standards, local zoning ordinances, land use plans, and other regulations.
4. Energy-Efficiency Assessments: Review of building components, insulation levels, heating and lighting systems, and operational features to assess current performance levels and opportunities for energy savings.
5. Feasibility Study with Cost Estimating: A report outlining options and associated costs for potential solutions to a stated project goal, for example, change of use for an existing structure. Often includes basic drawings or sketches explaining the solutions.
6. Space Planning: Graphic study showing arrangement of spaces, room layouts, and activities making up a floor plan. Studies will show room dimensions, shapes, number and types of spaces, and relationships (adjacencies) for all desired spaces. Multiple arrangements can be developed and evaluated for efficiency and functional success.
7. Site Planning: Development of site plan options showing boundary lines, potential development boundaries, building location(s), pedestrian access, sidewalks, parking, landscaping, lighting, surrounding context and other features.
8. Permitting: Production of drawings and permit applications necessary to submit for zoning or building permits. May include formal presentations to review boards or informal negotiation with regulators, zoning/planning administrators, fire marshals, and other officials.
9. Consultant Selection/Construction Administration Assistance: Professional and experienced assistance with the selection of qualified General Consultants or Construction Managers. This may include the preparation of competitive bid packages, review of bids, recommendations for award of bids, preparing owner-Consultant agreements, and construction administration.

10. Creative, Artistic & Technological Design: Imaginative, functional and aesthetic solutions to a client's stated needs. Assistance with envisioning new, creative solutions to problems that have been difficult to solve.

Other services provided by architects:

- Historic preservation research, evaluation and design
- Existing building measurement; preparation of existing building drawings
- As-Built record drawings documenting existing or recently completed work
- Master planning research and analysis
- Cost estimating related to design options
- Project information surveys
- Design team and process/integration management
- Conceptual design and regional/cultural context
- Sustainability and energy use/production analysis and design
- Water and wastewater use analysis and design
- Project programming, pre-design planning
- Rating system (LEED, WELL, Passive House, etc.) coordination and management
- Space utilization, functionality, economic and pre-design analysis
- Indoor air quality and interior analysis
- Interior design
- Accessibility reviews and design
- Site selection, studies and design
- Land use analysis and design
- Landscape design
- Specifications writing, bid package preparation
- Consultant coordination and management
- Construction administration, time, cost and quality management
- Public hearing and data collection assistance
- Consultant bidding, negotiation, contract and process assistance to the owner
- Project-related public agency coordination and management
- Illustration rendering and 3D design modeling

ATTACHMENT B – PROPOSAL REQUIREMENTS

- A. Proposals shall be a maximum of 30 individual pages.
- B. All proposals shall include the following minimum information:
 - a. Cover letter of interest. Please identify the location of the key individuals who will be assigned to work on this agreement.
 - b. Firm Background. Brief description of your firm's history, capabilities, and target markets.
 - c. Management and Team Members. Provide a description of the team/consultant organization, and a work plan that identifies the personnel to be assigned to each task. The organization description should clearly identify who will be the project manager and the day-to-day contact person for the job. Include relevant experience of the team members who will be assigned to the project.
 - d. Subconsultants. A list of subconsultants to be used, if any, and their expertise as called for in Item 1, above.
 - e. Scope of Work. A description of methodology, techniques, and procedures for each of the scope of work items with an explanation of how the proposer plans to approach the tasks and the steps that will be taken to complete the task including analytical methods and tools. Proposers must demonstrate that they understand the magnitude and importance of each individual task. If appropriate, tasks should be organized into phases constituting measurable deliverables.
 - f. Organization Qualifications. Provide an outline of the organization qualifications indicating relevant background experience and capabilities for this work. A list of major projects, both ongoing and planned, to which the organization is committed during the time frame of this project should also be provided. Include the staff resources devoted to those projects and the status of the projects.
 - g. Project Experience. Describe at least three specific projects that the firm and proposed key personnel have worked on within the past five years, including client contact names, telephone numbers, and email addresses. If your firm has completed similar projects without the involvement of the proposed key personnel, please note this in your proposal.

- h. Sample Plans. Provide sample plans completed recently for a public agency (2 sheets maximum, 11"x17" maximum size sheet).
- i. Project Management. Provide a description regarding how work is scheduled, prioritized, and what structures are in place to ensure your firm meets project time lines.
- j. References. Provide at least three (3) client references with phone numbers for relevant work. Specify the client, location, consultant firm members and participating individuals and their roles on team (principal, project director, etc.), type of work, implementation results or status, examples of work, and other relevant information as needed.

Your proposal should elaborate on all services your firm offers, even if not specifically asked for in this RFP. If appropriate, identify the number of staff assigned to each of the service areas and summarize their individual qualifications.

C. Fee Schedule

A fee schedule shall be submitted by mail as a part of this RFP in a separate sealed envelope per the instructions above.

Fee schedules submitted in response to this RFP shall identify hourly rates and be no higher than the proposer's standard commercial rates for same services.

Fees submitted may be used as a basis of negotiation with the successful consultant.

Include an hourly rate for each category of employee (i.e., Principal, Technician, etc.) and fees for applicable direct costs (blueprint, reproduction, etc.).

No "mark-up" will be allowed for direct costs.

If applicable, per diem shall be billed at a maximum of the GSA rate and mileage shall be billed at the IRS mileage rate in place at the time of billing.

No "mark-up" will be allowed for per diem or mileage. Sub-consultant services are to be billed at cost plus ten percent (10%) maximum.

City of Seaside



REQUEST FOR PROPOSALS

Addendum No. 1

On-Call Architectural and Structural Engineering Professional Services

February 10, 2025

Issuing Office:

City of Seaside

Public Works Department – Engineering Division

440 Harcourt Avenue

Seaside, CA 93955

REQUESTS FOR INFORMATION: Questions and Answers

1. As noted in item 6 of the project description minimum qualifications, is there a proposed schedule or sample schedule available for review for the proposed projects?

ANSWER: There is no proposed schedule or sample schedule available for review for the proposed projects at this time.

2. Please confirm whether or not a funding source for these projects has been identified and if they are subject to any grant requirements, i.e. ARPA, BABA, etc?

ANSWER: No particular funding source has been identified at this time.

3. Regarding item "B.e" in the Proposal Requirements section, please advise if providing a general project approach is acceptable as this RFP contains many diverse project types?

ANSWER: Yes, a general project approach is acceptable.

4. Please confirm that Item C "Fee Schedule" in the Proposal Requirements is just limited to a bill rate list by department/title as there is not a defined scope of work.?

ANSWER: Yes, confirming that the Fee Schedule is just limited to a bill rate sheet.

City of Seaside



REQUEST FOR PROPOSALS

Addendum No. 2

On-Call Architectural and Structural Engineering Professional Services

February 11, 2025

Issuing Office:

City of Seaside

Public Works Department – Engineering Division

440 Harcourt Avenue

Seaside, CA 93955

REQUESTS FOR INFORMATION: Questions and Answers

1. Is looking for proposals from individual disciplines (e.g., structural engineering services only) or if a full team with multiple disciplines is required?

ANSWER: The City is looking for an Architecture and Structural Engineering team for this RFP.

EXHIBIT E
CONSULTANT'S PROPOSAL

ON-CALL ARCHITECTURAL AND STRUCTURAL ENGINEERING PROFESSIONAL SERVICES



STATEMENT OF QUALIFICATIONS

Architectural and Structural engineering
Professional Services

February 21st , 2025

Submitted by:

Omni Design, Inc.

1326 Chorro Street,
San Luis Obispo, CA 93401
P. 805.544.9700
<https://www.omnidesign.us/>



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NOTE: FEE SCHEDULE SENT IN A SEPARATE SEALED ENVELOPE BY MAIL.

A. COVER LETTER



City of Seaside
Public Works Department
440 Harcourt Avenue,
Seaside, CA 93458

February 21st, 2025

RE: Request for Proposals, On-Call Architectural and Structural Engineering Professional Services

City of Seaside Public Works Department,

I am pleased to present this Statement of Qualifications (SOQ) on behalf of Omni Design Inc. for the opportunity to provide **on-call architectural and structural engineering professional services** to the City of Seaside.

About Omni Design, Inc.

Omni Design is a local full-service design firm based in **San Luis Obispo**, California. With **over 40 years of experience**, we have delivered architectural, civil engineering, and land surveying services to both private clients and public agencies throughout California. Originally established in 1982 as "Mid-State Engineering", we rebranded as *Omni Design* in 1997 when architectural services were integrated. In 2022, the company transitioned ownership to Cal y Mayor Group, continuing our legacy of **multi-disciplinary** expertise with a **single point of contact** for our clients.

Omni Design has built longstanding relationships with public clients by consistently delivering exceptional work, leading to repeat collaborations. Our portfolio includes projects with Cal Poly State University, the City of Santa Maria, the County of San Luis Obispo, Vandenberg Space Force Base (DOD), among others. These partnerships reflect our dedication to excellence, reliability, and client satisfaction.

We have provided services such as feasibility studies, design services under both **Design-Bid-Build** and **Design-Build** delivery methods, and project management for federally funded projects. Our approach emphasizes efficient workflows, cost-effective solutions, and high-quality deliverables tailored to each client's unique needs.

Our highly experienced design team includes three licensed architects with a combined 70+ years of experience, supported by an architectural designer and three skilled drafters. Unlike firms that maintain only junior staff locally, our full leadership and technical teams are permanently based on the Central Coast. This structure enables quick decision-making, responsive service, and a deep understanding of the region's unique needs, ensuring that we consistently deliver the highest level of attention and quality.

Why do we want to partner with the City of Seaside?

Omni Design is committed to **expanding our services across the Central Coast**, with the City of Seaside being a key part of our regional focus. Our local presence allows us to respond promptly, conduct on-site evaluations, and ensure **seamless project execution**.

A. COVER LETTER



Omni Design is particularly excited about supporting Seaside's comprehensive **Capital Improvement Program (CIP)**, which includes several significant architectural projects that align perfectly with our expertise:

- *The Oldemeyer Center Renovation and Expansion project*, which requires careful consideration of community needs while maintaining operational functionality during construction.
- *The planned Police Department Facility improvements*, where our experience with public safety facilities will prove invaluable.
- *The Broadway Avenue Corridor Enhancement project*, where our integrated architectural and engineering expertise can contribute to creating a vibrant, walkable downtown.
- *The proposed Youth Center improvements*, which demand thoughtful design solutions that serve multiple generations of Seaside residents.

Our local presence allows us to respond promptly, conduct on-site evaluations, and ensure seamless project execution. We understand the City's standards and expectations and are prepared to dedicate the **time, resources, and expertise** needed to support the City's vision.

Our team's experience with similar municipal projects positions us to effectively address Seaside's specific challenges, including:

- Renovating and modernizing aging public facilities while maintaining operations.
- Implementing sustainable design solutions that align with California's environmental goals.
- Managing projects within strict budgetary constraints while maintaining high design standards.
- Coordinating with multiple stakeholders and maintaining clear communication throughout project phases.

Our Commitment

We understand that Seaside is experiencing significant growth and transformation, particularly with initiatives like the Campus Town Project and ongoing community facility improvements. Our team is ready to support these efforts with innovative, practical solutions that respect both the City's budget and timeline constraints.

Thank you for considering our submission. We look forward to the possibility of collaborating with the City of Seaside and would be pleased to provide any additional information needed to support your evaluation.

Sincerely,

A handwritten signature in black ink, appearing to read "Juan Pablo Cal y Mayor", is written over a horizontal line.

Juan Pablo Cal y Mayor

CEO

icalymayor@omnidesing.us

1326 Chorro Street

San Luis Obispo, CA 03401

Office 805.596.42.69

After-hours cell phone number: 805.235.76.03

B. COMPANY BACKGROUND



OFFICE LOCATION

1326 Chorro Street,
San Luis Obispo, CA 93401
P. 805.544.9700

WEBSITE

www.omnidesign.us

Omni Design's Markets

Omni Design serves both **private and public sectors**, collaborating with City, County, and Federal agencies.

Public sector clients include:

- Cal Poly San Luis Obispo
- Department of Defense
- Army Corps of Engineers
- City of Fresno
- City of San Luis Obispo
- City of Paso Robles
- City of Santa Maria
- City of Lompoc
- San Luis Obispo County
- Vandenberg Air Force Base.

About Omni Design, Inc.

Omni Design is a local full-service design firm based in San Luis Obispo, California. We have delivered Architectural, Civil Engineering and Land Surveying services for over 40 years to private clients and public agencies throughout California.

The company was originally established in 1982 and changed ownership in 2022 when it was acquired by Cal y Mayor Group (www.calymayor.com.mx/en/) an international AE firm.

Omni Design has been involved in several projects with San Luis Obispo County and other public clients at the County, State and Federal Level providing services such as feasibility studies for funds procurement, design services for Design-Bid-Build delivery, and design services under Design-Build delivery.

Since joining Cal y Mayor Group (CyMG), Omni Design has increased its efforts in using state-of-the-art methodologies that have been adopted and integrated as part of the CyMG standard best practices. Some of these forward focused systems include:

- **LEAN:** zero waste manufacturing methodology adapted to construction.
- **BIM:** Building Information Modelling.
- **VDC:** Virtual Design Construction.

Click this [link](#) to see these 3 methodologies in action.



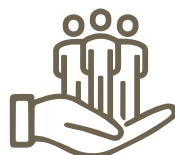
Central Coast Local AE Firm



+40 years in business



Backed by an international AE firm



Over 57 years of combined project experience among its Principals



County, City and Department of Defense Experience



Perfect track record: No claims or defaulted contracts

Architecture



- Project programming
- Feasibility studies
- Concept design
- Site analysis and selection
- Master planning
- Schematic design
- Design development
- Construction documents
- 3D visualization
- Agency coordination and processing
- Construction administration
- Sustainable Design

Civil Engineering



- Feasibility studies
- Tentative and subdivision mapping
- Grading plans
- Water and sewer plans
- Utility plans
- Street improvement plans
- Drainage reports
- Roadway and driveway design
- Storm Water Pollution Prevention
- Hydrologic studies
- Site development plans
- Erosion control plans
- Erosion control monitoring
- Quantity & cost estimates
- Construction administration
- Entitlements

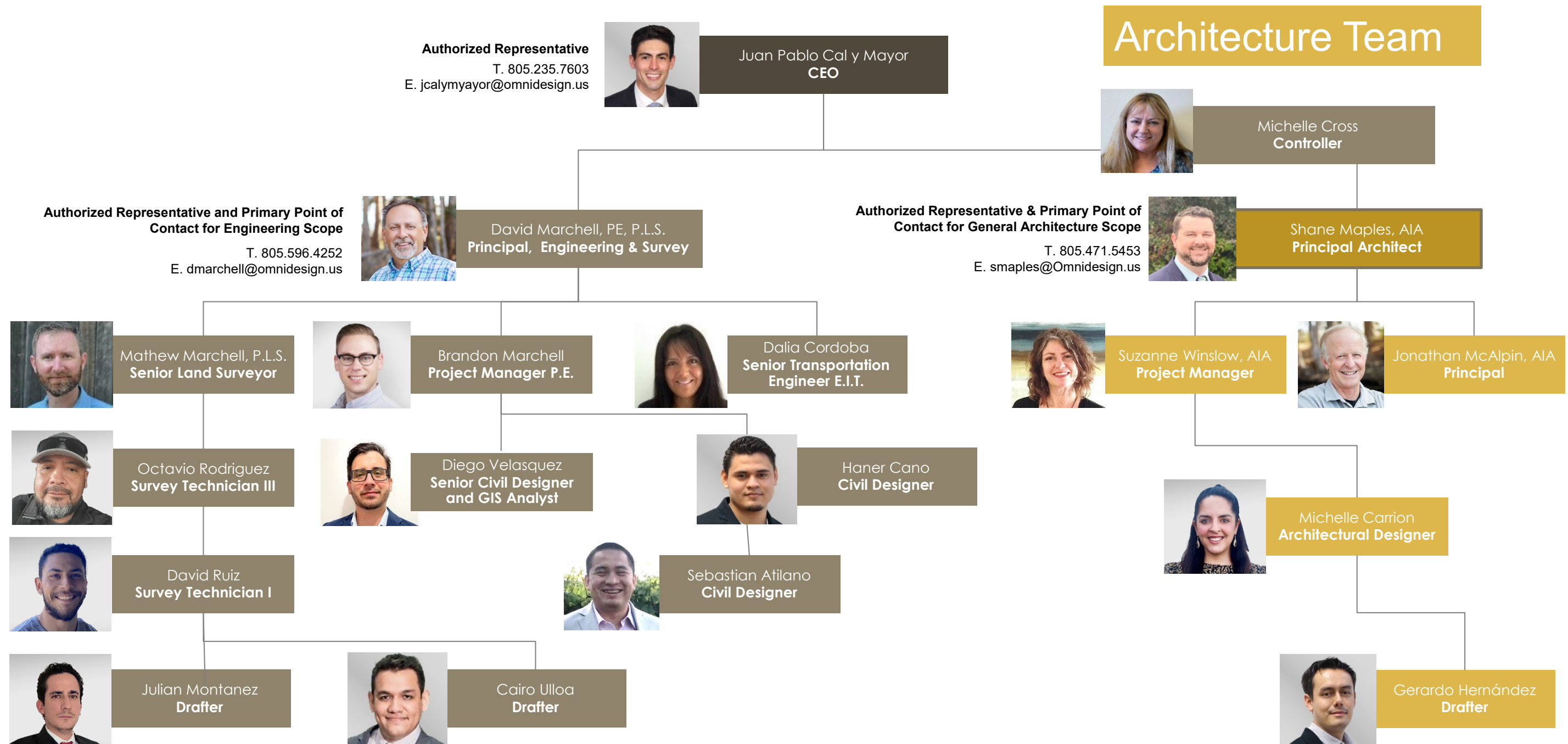
Land Surveying



- Boundary survey
- Right of way surveys
- Topographic Survey
- As-Built Surveys
- Lot Line Adjustments
- Certifications
- Construction Staking
- Subdivision Mapping
- ALTA Survey
- 3D Laser Scanning and Modeling

C. TEAM MEMBERS

OMNI DESIGN'S ORG CHART





SHANE MAPLES, AIA | OMNI DESIGN, INC.
Principal Architect

Authorized Representative & Primary Point of Contact for General Architecture Scope
T. 805.471.5453
E. smaples@omnidesign.us

- **Markets:** Civic, Public Safety, Education, Commercial, Industrial
- **Years of experience:** +18

Role: Shane will oversee team coordination and product development, serving as the primary point of contact with stakeholders for any architectural scope. He will ensure clear communication, align team efforts with project goals, and foster a productive environment for successful outcomes.



SUZANNE WINSLOW, QDCM | OMNI DESIGN, INC.
Project Manager

- **Markets:** Civic, Public Safety, Commercial, Industrial, Healthcare
- **Years of experience:** +25

Role: Suzanne will lead the design team, focusing on programming and concept development. She will oversee collaboration among team members and consultants, conducting quality assurance reviews at key milestones to ensure design excellence.



JONATHAN MCALPIN, AIA | OMNI DESIGN, INC.
Principal

- **Markets:** Civic, Public Safety, Commercial, Industrial, Healthcare, Residential
- **Years of experience:** +35

Role: Jonathan will support project management as an alternate to Suzanne Winslow, ensuring operational continuity. With over 30 years of architectural experience on the Central Coast and a background spanning Northern and Southern California, as well as Hawaii, he brings expertise in public sector facilities and custom residential projects.



MICHELLE CARRION | OMNI DESIGN, INC.
Architectural Designer

- **Markets:** Commercial, Residential, Education
- **Years of experience:** +6

Role: Michelle will lead the design development process, collaborating with stakeholders to refine project vision and goals. She will participate in the creation of detailed architectural drawings and ensure that the design aligns with both functional requirements and aesthetic standards.

D. SUBCONSULTANT'S TEAM



STRUCTURAL ENGINEERING | BUEHLER ENGINEERING

811 El Capitan Way, Suite 240, San Luis Obispo, CA 93401
P. 805.439.2110

Buehler Engineering specializes in structural engineering design and consulting for commercial, residential, and industrial projects. Committed to innovation and sustainability, Buehler uses advanced techniques and technology to create efficient and safe designs.



MECHANICAL & PLUMBING ENGINEERING | BMA MECHANICAL +

689 Tank Farm Road, San Luis Obispo, California 93401
P. 805.544.4269

BMA Mechanical + is a San Luis Obispo-based consulting engineering firm specializing in mechanical, plumbing, and energy systems. With over 30 years of experience and 4,500+ projects completed, they provide design-build collaboration, consulting, and commissioning for sectors like healthcare, education, hospitality, and commercial developments.



ELECTRICAL AND LIGHTING | THOMA ELECTRIC, INC

3562 Empleo Street, San Luis Obispo, California 93401
P. 805.543.3850

Thoma Electric, Inc. offers electrical design and consulting services across sectors like communications, residential, commercial, government, and healthcare. With ties to a sister Construction Division, founded in 1961, they leverage industry insights for practical, cost-effective solutions and value engineering throughout California.



LEED CERTIFICATION SERVICES | IN-BALANCE GREEN CONSULTING

1411 Marsh Street, Suite 109, San Luis Obispo, California 93401
P. 805.235.6355

In Balance Green Consulting is a firm offering sustainable building services, including energy modeling, LEED certification, Zero Net Energy (ZNE) consulting, and commissioning. Founded in 2005, the firm focuses on creating energy-efficient, high-performance buildings for commercial, institutional, and residential clients across California. Their goal is to reduce energy use and enhance occupant comfort.

E. SCOPE OF WORK



Project Methodology and Technical Approach

Our Partnership Philosophy

At Omni Design, we approach each project as a **true partnership with our clients**, consultants, contractors, and community stakeholders. When we refer to "we" throughout this methodology, we mean the entire project team - including City staff, stakeholders, and where appropriate, contractors and construction managers. While we serve as team lead and guide the process, we recognize that project success depends on genuine collaboration and consensus-building among all parties.

Project Initiation and Team Building

Before diving into specific tasks, we establish a strong foundation through:

- Early engagement with key City staff and stakeholders
- Clear definition of goals, deliverables, and budget constraints
- Development of realistic project schedules that account for City board meetings, funding applications, and internal review processes
- Assignment of experienced staff who will remain consistent throughout the project lifecycle
- Establishment of communication protocols and decision-making processes



1. Feasibility Studies and Initial Assessment

We begin each project by:

- Conducting comprehensive team kickoff meetings to align expectations
- Reviewing existing documentation and City standards
- Analyzing site conditions and regulatory requirements
- Developing multiple design options with associated cost estimates
- Building consensus through collaborative review sessions

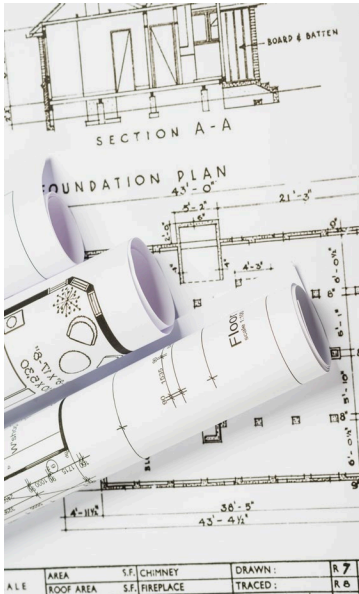
Deliverables:

- Detailed feasibility report with clear recommendations
- Preliminary cost estimates
- Conceptual drawings and options analysis
- Implementation strategy aligned with City priorities

E. SCOPE OF WORK



Project Methodology and Technical Approach



2. Design Development Process

Our design process follows a traditional yet flexible approach through:

Schematic Design Phase:

- Development of conceptual designs through team workshops
- Early integration of sustainability and energy code requirements
- Preliminary cost estimating to ensure budget alignment
- Regular client review sessions for feedback and refinement

Design Development Phase:

- Refinement of approved concept with technical details
- Integration of building systems and specifications
- Updated cost estimates and schedule verification
- Coordination with all subconsultants
- Quality assurance reviews with entire project team

Construction Documents Phase:

- Comprehensive documentation for permitting and construction
- Detailed specifications and technical requirements
- Final cost estimates and schedule confirmation
- Team review for quality control and completeness

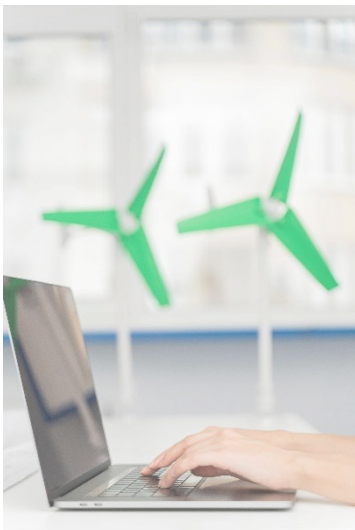
3. Technical Analysis and Compliance

Code and Regulatory Compliance:

- Early identification of applicable codes and standards
- Integration of CalGreen and Energy Code requirements
- Regular updates on regulatory changes affecting the project
- Coordination with City staff on local requirements

Energy Efficiency and Sustainability:

- Analysis of building systems and performance targets
- Integration of City sustainability goals
- Life-cycle cost analysis of system options
- Documentation for certification requirements



E. SCOPE OF WORK



Project Methodology and Technical Approach



4. Construction Phase Services

Bidding Support:

- Preparation of clear bid documents
- Pre-bid meetings and site walks
- Response to contractor questions
- Bid evaluation and recommendation

Construction Administration:

- Regular site observations and progress meetings
- Prompt RFI responses and submittal reviews
- Payment application processing
- Coordination with contractor and City staff
- Final punch walk with entire project team
- Preparation of record drawings and project closeout



Communication and Documentation

Clear communication is fundamental to our approach:

- Regular progress meetings with appropriate team members
- Shared access to project documentation and status updates
- Open discussion of both successes and challenges
- Proactive identification and resolution of issues
- Clear documentation of decisions and action items

E. SCOPE OF WORK



Project Methodology and Technical Approach



City Resource Requirements

To support project success, we typically request:

- Existing as-built plans and relevant studies
- Utility data and IT/security standards
- City staff contact information and roles
- Clear budget and schedule parameters
- Regular access to key decision-makers
- Timely review and feedback on deliverables

Project Management Approach

Our management strategy emphasizes:

- Regular schedule updates and milestone tracking
- Clear assignment of team responsibilities
- Proactive resource allocation
- Risk identification and mitigation
- Change management procedures
- Regular budget monitoring and updates



Through this methodology, we strive to become your trusted partner, delivering successful projects that meet your schedule, budget, and quality requirements while fostering positive long-term relationships with the City team.

WORKPLAN

 PHASE	 OBJECTIVES	 TASKS	 WORK PRODUCTS	 MEETINGS	 TIMELINE
Programming	Develop final project program and confirm with City's Team.	Create basis project program and update per City team's feedback. QA/QC Review.	Program document, Submitted to City in PDF and word format.	(2) meetings, at minimum one in person meeting, possible second via zoom.	2-4 weeks depending on City teams' availability.
Concept Design, Cost Estimate, Selection of Preferred Option	Develop 2-3 concept floor plans for a single story and two-story options, to be used for cost estimates	Create site and floor plans for evaluation of the program. Procure Cost data. City to select design and budget to proceed. QA/QC Review.	Plans in 11x17 minimum size in PDF format.	(1) meeting at minimum to review proposed plans.	6-8 weeks depending on City teams' availability.
Schematic Design, Design Development, Construction Documents.	Develop chosen design and create plan sets, specifications and documents for initial CDP submittal and City review/approval.	Expand the chosen concept design to include details and information adequate for permitting and construction. QA/QC Review.	CDP Site Plan, Floor Plan, Ext. Elevations, Color Rendering with building context, Landscape Plan, Historical Evaluation.	(4) meetings, one per design phase and one prior to permit submittal.	12-24 weeks depending on which option is selected by City and associate work.
Agency Submittals and Permitting, Bidding, Construction Administration	Procure approved permits for City's use to Bid and Construct the project.	Respond to plan check comments, assist in bidding and provide design input as needed during construction. QA/QC Review.	Permit approved plans, specifications and supporting documents.	(2) meetings for permit approval with planning and building department reviewers. (1) during bidding for a pre-bid meeting and at regular intervals during construction.	3-12 months for construction depending on selected option.

E. SCOPE UNDERSTANDING



General Architecture



DELIVERABLES LIST

- Site Evaluation
- Design services, cost estimating, preparation of plans, specifications, and estimate packages.
- Grant application support
- Graphics and renderings
- Presentation to Stakeholders
- Construction Support:
- Punch List participating
- Development of Record Drawings.

General Understanding

Omni Design understands the City of Seaside's need for a range of architectural services, including **new construction, renovations, tenant improvements, site assessments, and master planning** for multiple capital projects.

Challenges

Delays risk on plan checks: To address the common **risk of delays** in plan checks from public agencies in California, we propose collaborating with the City to establish conservative timelines and tackle critical items early in the design process. Close collaboration with Cities is crucial for project success.

Experience with similar projects: Our portfolio includes a wide range of public projects, such as fire stations, community facilities, and public safety centers. Our project experience shows that we have performed projects all types and sizes, from HVAC replacements to new building design.

- Track record of successful public facility projects in similar coastal communities
- Experience with municipal projects requiring phased implementation while maintaining operations
- Expertise in California Energy Code compliance and sustainable design practices aligned with Seaside's environmental goals

Approach and Strengths

Integrated Design and Delivery Approach: Omni Design employs a collaborative approach, integrating architectural design with engineering and surveying services under one roof.

Responsiveness: Our strength lies in building close relationships with clients, being highly responsive, and truly partnering with them to solve problems collaboratively.

Expertise in Local Standards and Regional Context

While Omni Design is establishing our presence in Seaside, we bring valuable relevant experience and a commitment to mastering local standards:

- Extensive experience working in coastal California communities with similar environmental conditions, regulatory frameworks, and community priorities
- Deep understanding of California Building Code requirements specific to coastal zones and seismic considerations
- Familiarity with Monterey County building standards and regional construction practices

Risk Mitigation: Our work on Vandenberg Space Force Base projects demonstrates our ability to meet military standards and tight deadlines. Strategies like Pull-Scheduling and "fast-track" design help us address potential bottlenecks early, ensuring on-time and within-budget completion. Our collaborative approach, clear communication, and detailed planning effectively mitigate risks.

F. ORGANIZATION QUALIFICATIONS



Omni Design Project References

Project, Location, Construction Cost (\$million) and Size	Public	City	Architecture	Engineering
Building 8401 Secure Communications Facility – Vandenberg Space Force Base, CA 29,250 SF	•			
Snark and Burner Dorm Renovations - VSFB, CA \$5M 28,353 SF	•		•	
Housing Subdivision Infrastructure Renovations - Minot Air Force Base, ND	•			•
Housing Subdivision Infrastructure Renovations - Malmstrom Air Force Base, MO	•			•
Housing Subdivision Infrastructure Renovations - Offut Air Force Base, TX	•			•
New Corporation Yard, Paso Robles, CA 34,547 SF	•	•	•	
Larry Moore Park Restrooms - Paso Robles, CA	•	•	•	
Municipal and Centennial Pools ADA - Paso Robles, CA	•	•	•	•
Transit Station Remodel - Santa Maria CA 16,100 SF	•	•	•	
Waste Water Facility Canopies - Fresno, CA 10,700 SF	•	•	•	•
Sinsheimer Stadium Stairs Replacement - San Luis Obispo, CA	•	•	•	
SLO County Sheriff's Substation - Templeton, CA 6,000 SF	•		•	•
Vets Hall Re-Roof and Seismic Upgrade - San Luis Obispo, CA	•		•	
Regional Transit Authority Tenant Improvement- San Luis Obispo, CA \$2.4 17,573 SF	•		•	
County Library Re-Roof - San Luis Obispo, CA	•		•	
County Jail HVAC Replacement - San Luis Obispo, CA	•		•	
Government Center HVAC Improvements - San Luis Obispo, CA	•		•	
Sanitary District Operations and Maintenance Facility - Cayucos, CA	•		•	
Cal Poly Stadium Pedestrian and Bike Path - San Luis Obispo, CA	•			•
Emergency Services Co-Location Study - San Luis Obispo, CA 13,687 SF	•		•	
Crisis Stabilization Unit -San Luis Obispo, CA 2,100 SF	•		•	
North County Park Maintenance Facility - Atascadero, CA 2,000 SF	•		•	•
Agricultural Commissioners Site - Templeton, CA SF 3,800	•		•	•
Cal Poly Simpson Strong-Tie Lab - San Luis Obispo, CA	•		•	•
Cal Poly Union Plaza - San Luis Obispo, CA	•		•	•
Cal Poly Technology Park Pilot - San Luis Obispo, CA SF 26,600	•		•	•
SLO County Airport and Parking - San Luis Obispo, CA	•			•
SLO County Heilmann Park - Atascadero, CA	•			•



SHANE MAPLES, AIA | OMNI DESIGN, INC.

Vice President, Principal Architect

Summary of Qualifications

Shane Maples is an Architect with more than 18 years of experience in the design and construction of government, education and housing projects. His knowledge and team approach to projects includes; programing, master-planning, consensus building, design, project delivery, and quality control.

Shane's years of project management experience for public clients throughout California has made him valuable resource for client and community relations and quality control.

Education

- Bachelor of Architecture, California Polytechnic State University, San Luis Obispo, 2006
- Master of City and Regional Planning, California Polytechnic State University, San Luis Obispo, 2008

Certifications

- California Architect C 37563
- Member - AIA Central Coast Chapter, 2013

Experience

- Omni Design, Inc., 2023 - present
- Arcadis/IBI Group, 2016 - 2023
- PMSM Architects, 2007 – 2016

References

Freda Berman, Public Works Director,
City of Paso Robles
pwdirector@prcity.com
Gamaliel Anguiano, Transit Manager
City of Santa Maria
ganguiano@cityofsantamaria.org
Randy Harris, Fire Chief City of Paso
Robles
rharris@prcity.com

Project Experience

Government Projects

- Co-located Dispatch Center in Templeton., City of San Luis Obispo
- Wastewater Maintenance Shop Project, New Corporation Yard for the City of Paso Robles.
- Fire Station #3, City of Paso Robles
- Wastewater Storage Buildings, City of Fresno
- City of Santa Maria Transit Station Renovation

Education Projects

- Technology Park Criteria Documents: California Polytechnic, San Luis Obispo, CA. District Master Plan; Gilroy School District, Gilroy, CA, Santa Maria-Bonita School District various education projects.
- Aurora Program School; Kern County Superintendent of Schools, Bakersfield, CA

Housing

- Templeton Place 2, Templeton, CA
- Rolling Hills 3 Housing Projects, Templeton, CA

Office

MindBody

- HQ Lobby security renovation and upgrades
- Sales building interior improvements
- New Office TI: Precision Construction, San Luis Obispo, CA



SUZANNE WINSLOW, QDCM | OMNI DESIGN, INC.

Project Manager

Summary of Qualifications

Suzanne Winslow, Architect and certified Design Quality Control Manager (DQCM), brings with her over 20 years of experience in various aspects of planning, programming, design, and project management. Prior to her role as Project Manager for Omni, she was in charge of facility assessments, programming, conceptual design, and project budgets for over 60 Health Care Facilities and Administration Buildings operated by the California Department of Corrections.

Amongst her highlights, she conducted facility assessments, and prepared programs, schematic designs and project budgets for the City of Seattle Fire Department's 32 fire stations for a bond measure.

Education

- Bachelor of Science, City and Regional Planning, California Polytechnic State University, San Luis Obispo, 1992
- Master of Architecture, California Polytechnic State University, San Luis Obispo, 2000

Certifications

- California Architect C 33893, 2013
- Certified Design Quality Control Manager, 2018

References

Gamaliel Anguiano, Transit Manager
City of Santa Maria
Ron Munds, General Manager, Los Osos CSD
rmunds@losososcsl.org
Margaret Mayfield, San Luis Obispo County
mmayfield@co.slo.us

Project Experience

Emergency Services

- Los Osos Community Services District Fire Station No. 11 Conditions Assessment County of San Luis Obispo: Crisis Stabilization Unit Modular Building
- New Paso Robles Fire Station No. 3, Paso Robles
- Wildland Fire Training Facility Renovation, Vandenberg Air Force Base Paso Robles Public Safety Center
- San Luis Obispo Fire Department EOC City of Los Angeles Fire Station No. 13
- City of Los Angeles Fire Station 82, Bakersfield Fire Station No. 5

Government

- Santa Maria Transit Station Renovation
- San Luis Obispo County Courthouse Security Fencing
- San Luis Obispo County Juvenile Services Building Security

Construction Management

- Over 60 Health Care Facilities and Administration Buildings operated by the California Department of Corrections



JONATHAN MCALPIN, AIA | OMNI DESIGN, INC.

Principal

Summary of Qualifications

Jonathan McAlpin is a seasoned architect with nearly four decades of comprehensive experience across all phases of architectural practice. Throughout his distinguished career spanning Northern California, Southern California, and Hawaii, he has established himself as a leading presence on the Central Coast, where he has practiced for over 30 years. McAlpin specializes in public sector facilities and high-end custom residential projects, demonstrating exceptional versatility in managing complex requirements and diverse stakeholder needs.

▪ LICENSES & CERTIFICATES

- California Architect C 23402
- LEED Accredited Professional

▪ YEARS OF EXPERIENCE

35 years

Project Experience

Public Building Projects

- Sinsheimer Park Baseball Stadium Stair Replacement, City of San Luis Obispo
- Sheriff / Cal-fire Co-Located Dispatch Center Feasibility Study, County of San Luis Obispo
- Cayucos Sanitary District Operations Center, Cayucos
- Larry Moore Park Restrooms, City of Paso Robles
- Centennial Park Pool Renovations, City of Paso Robles
- Atascadero Public Library Constraints Study
- Municipal Pool ADA Accessibility Upgrades, City of Paso Robles
- Cayucos Pier ADA Accessibility Upgrades, County of SLO
- Cayucos Beach Access Way Stairs and Upgrades, County of SLO



MICHELLE CARRION | OMNI DESIGN, INC.

Architectural Designer, 3D Rendering and Visualization

Summary of Qualifications

With over 8 years of experience in architectural design and 3D visualization, Michelle Carrion brings a unique combination of creativity and technical expertise to each project. Her passion lies in transforming concepts into visually striking and functional spaces.

Skilled in industry-standard software such as Revit, 3DsMax, AutoCAD, etc. Proficient in conceptualizing and designing functional spaces for residential and commercial projects.

Education

Bachelor of Architecture

(B. Arch)

National University of Cordoba (UNC), Argentina, 2019

Certifications

Autodesk Certified Professional Digital Technologies for Architecture, Argentina, 2020

Project Experience

Architectural Designer

- Coordination of architectural projects, from conceptual design to construction administration for both commercial and residential clients.
- Use of Revit, AutoCAD, Sketchup and Twinmotion to make 2D drawings and 3D modeling, guaranteeing high quality functional solutions.
- Project documentation management
- Knowledge of building codes, standards and regulations.

3D Modeling Artist

- Creating photorealistic renderings for architectural projects, applying realistic textures, materials and lighting to improve the visual quality and accuracy of designs.
- Collaborating with architects, designers and clients to understand their vision and translate it into images that showcase their ideas and concepts.
- Creation and manipulation of 3D scenes with contributions from the client in real time.

Architectural Project Manager

- Supervision of the design, planning and execution of various architectural projects.
- Collaboration with clients, contractors and consultants to guarantee compliance with budget, schedule and quality standards.
- Track changes to design specifications to maintain up-to-date records of all modifications made over the course of a project.
- Creation of detailed architectural drawings using 2D and 3D software for various projects and construction phases.

Santa Maria Regional Transit Improvement Project



Project Summary

The Santa Maria Regional Transit Center Modernization project aims to increase public transit use by offering more flexible, convenient, and environmentally sustainable transportation options. The goal is to reduce reliance on single-occupancy vehicles and make transit an attractive alternative.

Key Features:

- **Expanded Transit Services:** Enhanced service hours and modes of transport to meet the needs of potential riders.
- **All-Electric Fleet Transition:** Santa Maria Regional Transit is shifting to an all-electric fleet, supported by EV charging stations with the potential for vehicle-to-grid (V2G) technology, powered by solar arrays.
- **Modern Amenities:** The transit center will offer high-speed Wi-Fi, smartphone bus passes, and will be designed to attract riders and visitors, serving as a gateway to key city destinations.

Outcome:

The modernization project will create a cutting-edge transit hub that not only promotes public transportation but also highlights sustainability and modern design, enhancing the appeal of transit for residents and visitors alike.

Location

Santa Maria, CA

Client

City of Santa Maria

Services

- Conceptual Design
- Cost Estimating

Contact

Gamaliel Anguiano
Santa Maria Transit Manager
City of Santa Maria
ganguiano@cityofsantamaria.org
805.361.96.60 x 2480

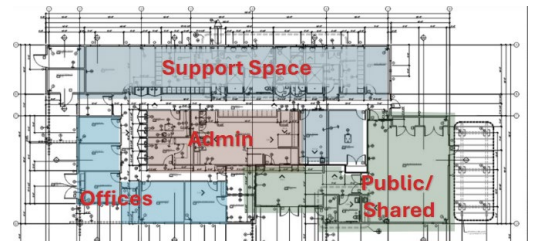
Key Staff

Shane Maples, AIA, Architect
Suzanne Winslow, Architect
Michelle Carrion, Designer

Construction Start & Completion

2024 – Ongoing design work

Master Architectural Services for Sheriff's Nipomo Substation Project



Project Summary

Omni Design Group is providing **Master Architectural Services** for a new 7,000 SF essential services facility in Nipomo, California. The project utilizes a design-build delivery method with Omni serving as the Master Architect to guide the County through programming, design, and construction phases.

The new Sheriff's Substation will improve emergency response times and community access to law enforcement services in the Nipomo area. The facility is designed as a welcoming, accessible, and secure environment that meets the County's operational needs while incorporating sustainable design features.

As Master Architect, Omni is responsible for four key project phases:

- Program verification and needs assessment
- Development of comprehensive bridging documents and design criteria
- Design development and construction document review
- Construction phase support (100-hour allowance)

The project's unique aspects include complex site requirements related to security, slope conditions, and existing utilities. Omni's integrated team of architects and civil engineers ensures efficient coordination of site work, infrastructure, and building components. Under Project Manager Shane Maples' leadership, Omni will maintain design oversight throughout the design-build process, ensuring the final facility meets all performance requirements while allowing the design-build entity flexibility in achieving solutions. The project emphasizes performance-based criteria rather than prescriptive requirements, enabling innovative approaches while meeting the County's objectives.

The phased approach allows for potential schedule compression through early site work and utility extensions, optimizing the overall project timeline while maintaining quality and compliance with all regulatory requirements.

Location

Nipomo, CA

Client

San Luis Obispo County

Services

- Master Architectural Services

Contact

San Luis Obispo County

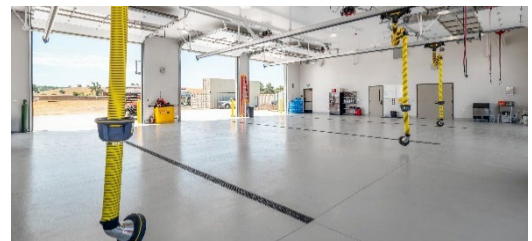
Key Staff

Shane Maples, AIA, Architect
Suzanne Winslow, Architect
Michelle Carrion, Designer

Construction Start & Completion

2024 – On-going

Paso Robles Fire Station No. 3



Project Summary

Omni Design provided **Architectural Programming** and **Design Services** to develop a Public Safety Master Plan on an 8.5-acre site to accommodate the City's new Fire Station No. 3, and public safety training center.

The new Fire Station No. 3 includes offices, living quarters, vehicle and equipment maintenance space, and provisions for controlling the spread of hazardous materials. The training center included a training tower, props, and a training classroom.

Once the Master Plan was complete, design and construction documents were prepared for the **6,700 SF Fire Station component**. The design made provisions for the addition to include additional apparatus bays for future construction.

The design's objective was to easily convert the living quarters into a future training classroom and relocate the living quarters to the opposite side of the apparatus bays to provide more space to house more firefighting personnel.

The architecture design was submitted to the City and approved by the Planning Commission and City Council. Architectural and Engineering construction documents were prepared and approved for permitting.

The project was successfully built with minimal design related change orders and fully operational. The construction cost was originally \$4,897,000 and there was a 7.5% variation from the original budget. Of that **8% variation**, two percent are City requested enhancements, three percent are PG&E and other utility related items with **less than three percent falling under design related**.

Location

Paso Robles, CA

Client

City of Paso Robles

Contractor

Newton Construction

Services

Architecture

Delivery Method

Design-Bid-Build

Construction Cost

Initial \$4,897,000

Final \$5,266,669

Construction Start & Completion

March 2022 - December 2023

Contact

Randy Harris, Fire Chief

rharris@prcity.com

805.227.7560

Contract Amount

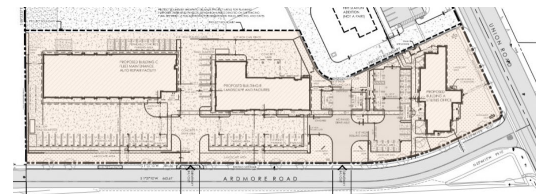
Fee \$219,474

Key Staff

Shane Maples

Suzanne Winslow

Paso Robles New Corporation Yard



Project Summary

The City of Paso Robles Corporation Yard Facility project is designed to centralize and enhance the city's maintenance operations. Located at the intersection of Union and Ardmore Roads, adjacent to Fire Station No. 3 and the future Public Safety Training Center, the facility will streamline services for the Utilities Department, Landscape/Facilities, and Fleet Maintenance.

Key Features

Comprehensive Maintenance Operations: The facility will provide ample space for vehicle and equipment maintenance in well-ventilated, sheltered areas. The buildings will also include locker rooms and showers for field crews.

Campus-Style Layout: The Corporation Yard consists of three separate buildings, each with dedicated on-site parking to support the building's specific functions, all arranged in a campus-like setting.

Rural Architectural Style: The architecture reflects the local rural aesthetic, blending seamlessly with the surrounding neighborhood.

Sustainable Site Design: The site incorporates native landscaping, including trees and shrubs, along with decorative metal fencing to enhance the visual appeal.

The project is currently approved by planning commission and we are developing construction documents to apply for the building permit with construction anticipated to begin next summer, 2025.

Location

Paso Robles, CA

Client

City of Paso Robles

Services

Architecture

Delivery Method

Design-Bid-Build

Delivery Method

Design-Bid-Build

Construction Cost

TBD

Construction Start & Completion

On-going design work

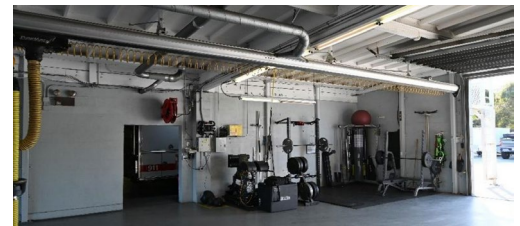
Contact

Freda Berman, Public Works
Director
fberman@prcity.com
805.237.3861

Key Staff

Shane Maples, AIA, Architect
Suzanne Winslow, Architect
Michelle Carrion

Los Osos Services District Fire Station No.15



Project Summary

Omni Design conducted a comprehensive evaluation of Fire Station No. 15, built in the early 1960s with additions in the 1970s. The assessment focused on seismic integrity, life safety, energy efficiency, accessibility, code compliance, and operational functionality.

Objectives:

- Assess structural and operational capacity for earthquakes.
- Address safety concerns of a 60-year-old facility.
- Identify improvement options: minimal upgrades, moderate renovations, or a new facility.

Approach:

- **Stakeholder Input:** Interviews with staff on equipment, operations, and maintenance.
- **Physical Assessment:** Evaluation of structure, utilities, and operational flow.
- **Improvement Plan:** Multi-tiered recommendations ranging from seismic upgrades to a new facility.

Key Recommendations:

- Advanced alerting systems and vehicle deployment safety.
- Living spaces with environmental controls and durable finishes.
- Emergency system redundancy and decontamination zones.

Outcome: Omni Design's report provided cost-effective upgrade options, ensuring Fire Station No. 15 remains resilient, operationally efficient, and future-ready, with solutions tailored to both immediate and long-term needs.

Location

Los Osos, CA 93402

Client

Los Osos Community Services District

Services

Architecture
Civil Engineering
Surveying

Delivery Method

Design-Bid-Build

Contact

Ron Munds, General Manager

Dates

December 2022-April 2023

Size

7,900 SF

Contract Amount

\$77,887

Key Staff

Suzanne Winslow

H. SAMPLE PLANS

LOS OSOS CSD FIRE STATION NO.15 & CITY OF PASO ROBLES FIRE STATION NO. 3



Project:
**LOS OSOS CSD
FIRE STATION 15
CONDITION ASSESSMENT**
2315 BAYVIEW HEIGHTS
LOS OSOS | CALIFORNIA | 93402

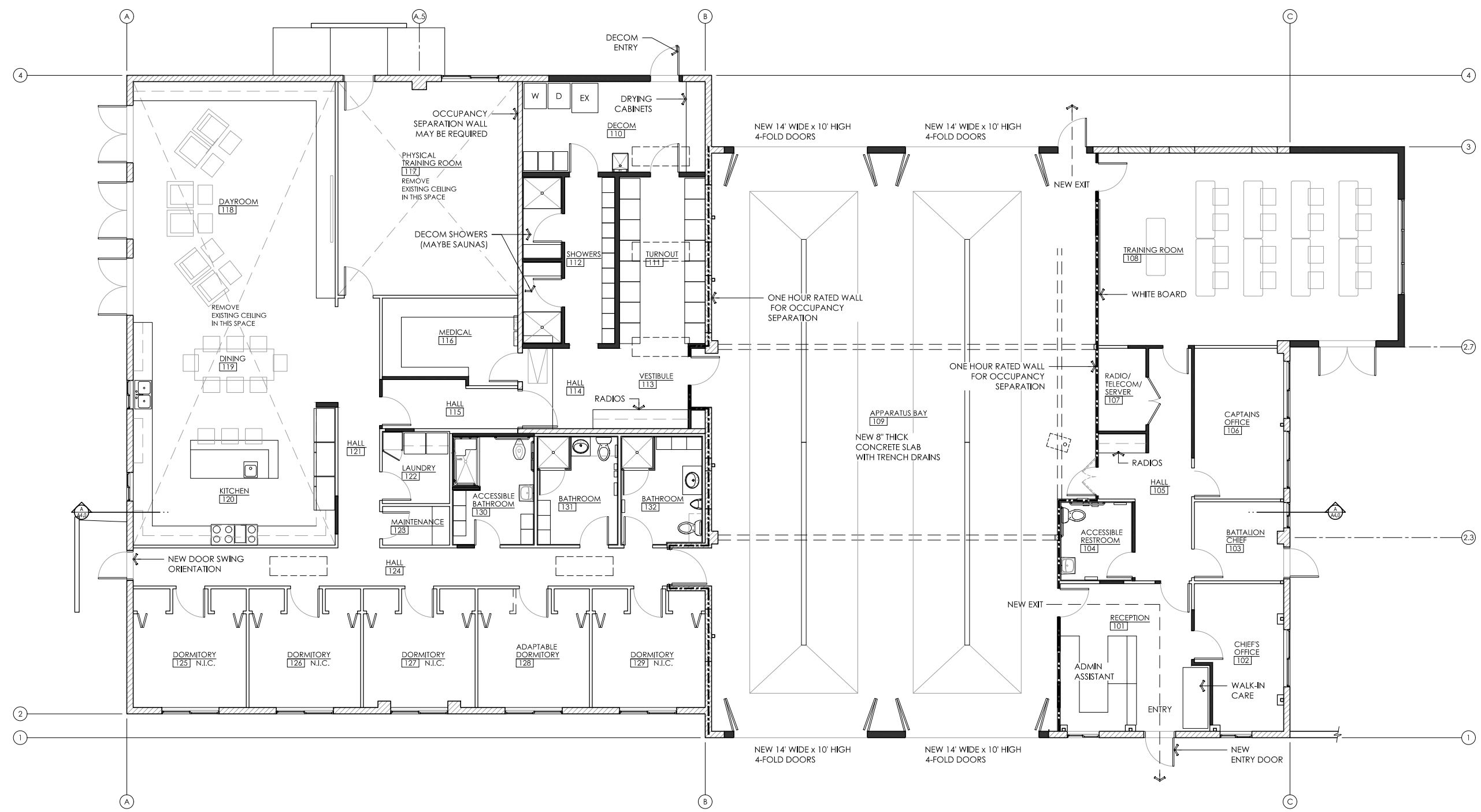
Client:
**LOS OSOS COMMUNITY
SERVICES DISTRICT**
2122 9TH STREET | SUITE 102
LOS OSOS | CALIFORNIA | 93402

All designs and other information on these drawings are for use on this specific project and shall not be used otherwise without the expressed written permission of Omni Design Incorporated.

Written dimensions on these drawings shall take precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on this job and this office shall be notified in writing of any variations from the dimensions or conditions shown in these drawings.

PROJECT NUMBER: 1317-01
DATE: 2023.1.26
EXHIBITS
**PROPOSED
FLOOR PLAN**

SHEET NUMBER:
A2.0



PROPOSED FLOOR PLAN

SCALE: 3/16" = 1'-0"

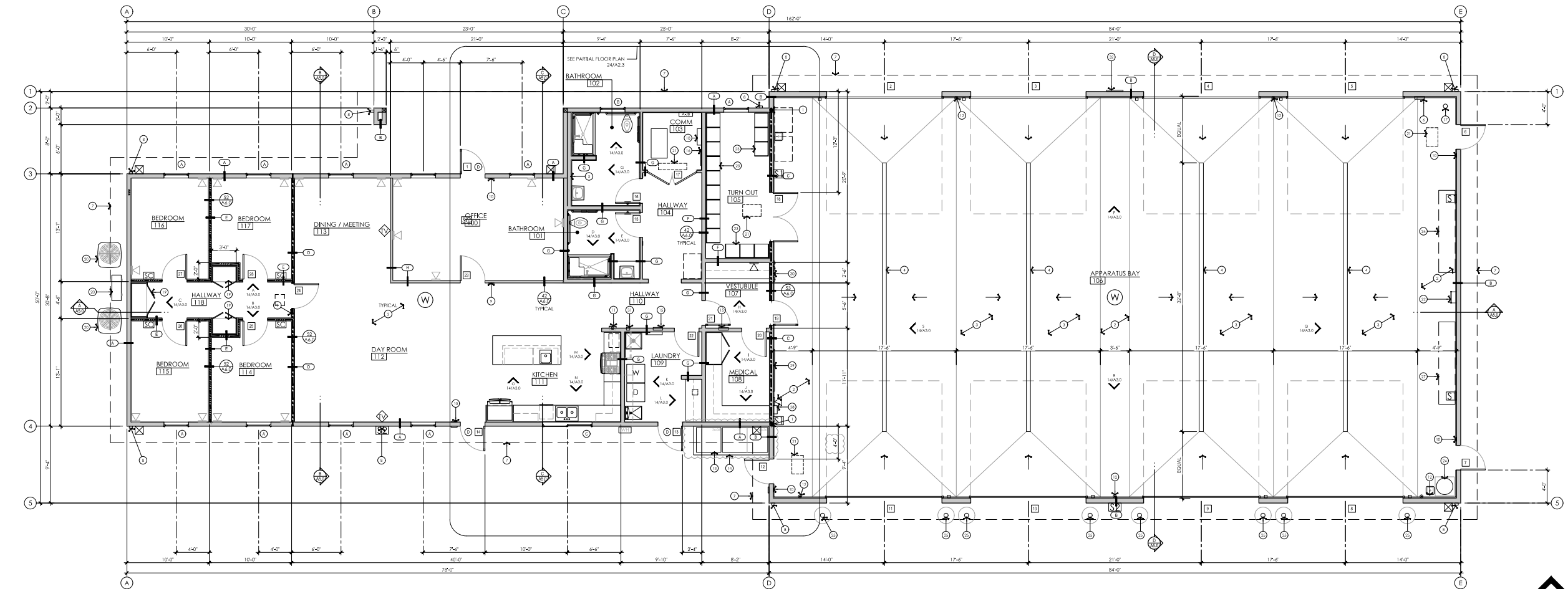




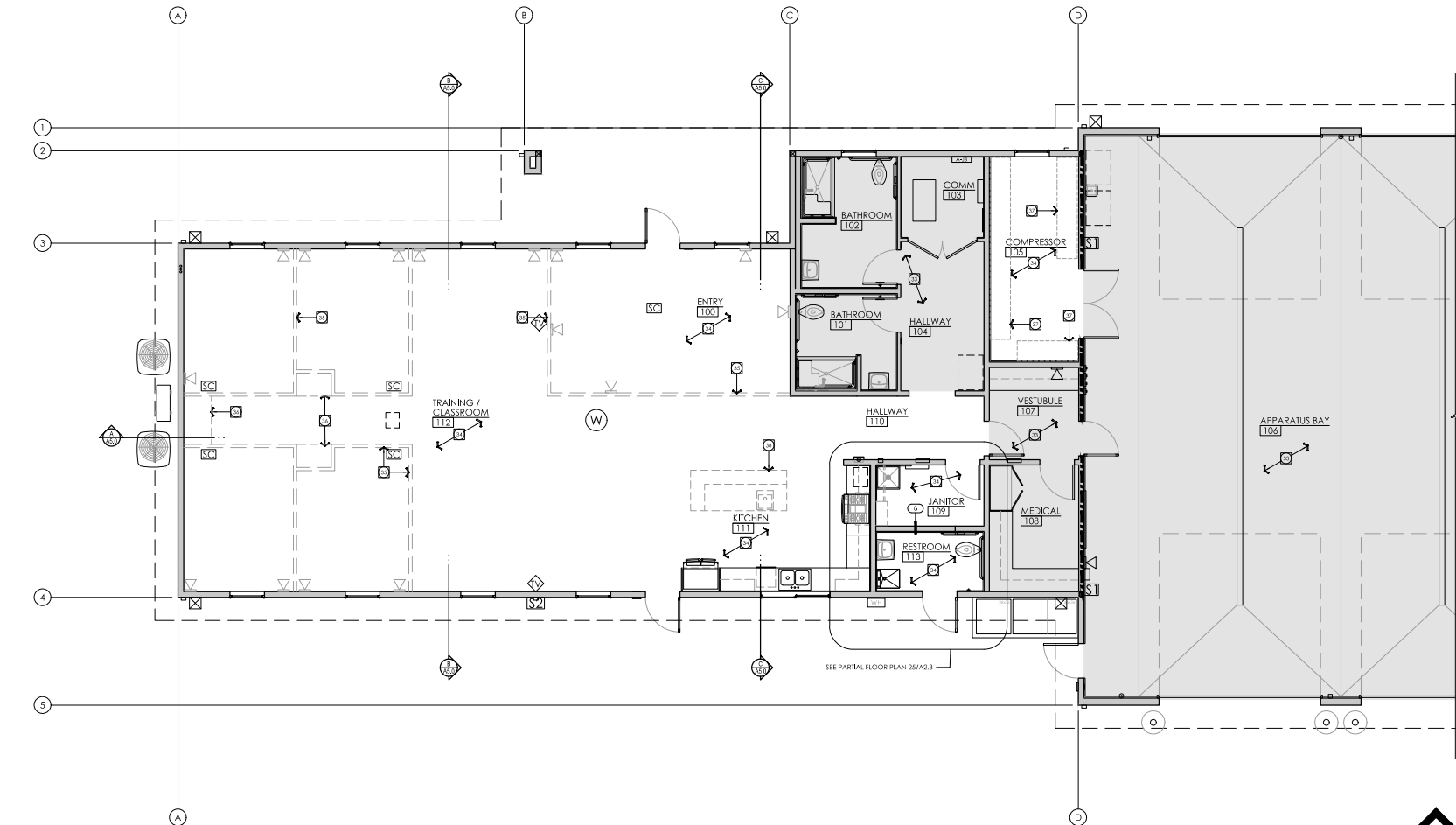
PROJECT:
FIRE STATION No. 3
CONSTRUCTION
DPW 20-23B

Union Road Safety
and Training Center
2924 UNION ROAD
PASO ROBLES
CALIFORNIA 93446

OWNER:
CITY OF
EL PASO DE ROBLES
1000 SPRING STREET
PASO ROBLES
CALIFORNIA 93446



PHASE I - FLOOR PLAN
SCALE: 3/16" = 1'-0"



PHASE 2 - FLOOR PLAN (REFERENCE ONLY)
SCALE: 3/16" = 1'-0"

- A. DIMENSIONS FROM FACE OF STUD, UNLESS OTHERWISE NOTED.
- B. GYPSUM WALLBOARD: USE 5/8" TYPE 'X' GYPSUM WALL BOARD, TYPICAL. USE MOISTURE AND MOLD RESISTANT 5/8" TYPE 'X' GYPSUM WALL BOARD IN BATHROOMS AND ON PLUMBING WALLS. PROVIDE CONTINUOUS FIRE BLOCKING AT 8'-0" HIGH ON CENTER MAXIMUM. ALL JOINTS SHALL BE FIRE TAPED.
- C. ILLUMINATED EXIT SIGNAGE: SEE CODE ANALYSIS FLOOR PLAN, SHEET G1.1, FOR LOCATIONS. REFER TO ELECTRICAL DRAWINGS FOR POWER REQUIREMENTS.
- D. SEE ROOM FINISH SCHEDULE 55/A2.3
- E. SEE DOOR SCHEDULE 14/A2.4
- F. SEE WINDOW SCHEDULE 15/A2.4
- G. SEE WALL SCHEDULE 25/A6.0

GENERAL NOTES

- 1 STEEL COLUMN AS PER STRUCTURAL DRAWINGS
- 2 CONCRETE SLAB (LEVEL, TYPICAL) AS PER STRUCTURAL DRAWINGS
- 3 SLOPED PORTION OF CONCRETE SLAB, SLOPE 1/4" PER FOOT TOWARDS DRAIN. REFER TO STRUCTURAL DRAWINGS
- 4 32"x1" LONG TRENCH DRAIN, REFER TO MECHANICAL DRAWINGS. CENTER DRAIN ON ROLL-UP DOOR
- 5 FLURRED WALL: 2x4 INTERIOR WALL WITH STUDS AT 16" ON CENTER AND 5/8" TYPE 'X' GYPSUM WALL BOARD FINISH (ONE SIDE). PROVIDE R-19 BATT INSULATION
- 6 IRRIGATION CONTROL PANEL, REFER TO LANDSCAPE DRAWINGS
- 7 ROOF ABOVE
- 8 DOWNSPOUT, PROVIDE SPLASH BLOCK AS REQUIRED TO DISPERSE WATER AWAY FROM FOUNDATION
- 9 TACTILE EXIT ROUTE SIGNAGE AS PER DETAILS 12/A6.0 AND 14/A6.0
- 10 TACTILE EXIT SIGNAGE AS PER DETAILS 12/A6.0 AND 14/A6.0
- 11 2A10BC FIRE EXTINGUISHER IN SEMI-RECESSED CABINET, MOUNT AT 48" MAXIMUM (TO TOP OF FIRE EXTINGUISHER) ABOVE FINISH FLOOR, MAXIMUM TRAVEL DISTANCE TO FIRE EXTINGUISHER IS 75'-0"
- 12 WALL MOUNTED 2A10BC FIRE EXTINGUISHER, MOUNT AT 48" MAXIMUM (TO TOP OF FIRE EXTINGUISHER) ABOVE FINISH FLOOR, MAXIMUM TRAVEL DISTANCE TO FIRE EXTINGUISHER IS 75'-0"
- 13 ELECTRICAL MAIN SERVICE AND METER IN EXTERIOR CABINET
- 14 4" HIGH HOUSEKEEPING SLAB AT ELECTRICAL EQUIPMENT. SLOPE TO DRAIN AWAY FROM BUILDING
- 15 ELECTRICAL SUB PANELS
- 16 PHONE AND CABLE TV PANELS AND BACKBOARD
- 17 FIRE RISER
- 18 FIRE ALARM PANEL
- 19 FULL HEIGHT BUILT-IN CABINET
- 20 CONDENSING UNIT AS PER MECHANICAL DRAWINGS
- 21 FAU ABOVE AS PER MECHANICAL DRAWINGS
- 22 STEEL CEILING ACCESS LADDER: COTTERMAN SERIES 'F' (OR EQUAL), (2) 2"x1/4" THICK STEEL SIDE RAILS SPACED 14" WIDE (MINIMUM CLEAR) APART WITH 3/4" CORRUGATED STEEL RUNGS AT 12" ON CENTER, PROVIDE 7" MINIMUM CLEAR STAND-OFF BRACKETS EACH SIDE OF LADDER AT 48" ON CENTER MAXIMUM AND WITHIN 12" OF TOP AND BOTTOM OF LADDER, PROVIDE 4x6 BLOCKING WITH U46 EACH END AT BRACKET ATTACHMENT TO WALL AND (2) 1/4"x9x4" SIMPSON SDS SCREWS TO FLOOR ATTACHMENT. VERIFY ALL ATTACHMENTS AS PER MANUFACTURER'S RECOMMENDATIONS AND REQUIREMENTS. PROVIDE LADDER-UP SAFETY POST AT ROOF HATCH (BLCO TYPE 'S' OR EQUAL)
- 23 SINGLE-TIER WALL MOUNTED TURNOUT LOCKER (15 TOTAL), BY OWNER (NOT IN CONTRACT), GENERAL CONTRACTOR TO COORDINATE AND PROVIDE CONTINUOUS BLOCKING AT MOUNTING LOCATIONS, 2x6 CONTINUOUS BLOCKING 80" AFF.
- 24 COMPRESSOR AS PER MECHANICAL DRAWINGS
- 25 6"x6" BOLLARD WITH COVER AS PER DETAIL 41/A1.1
- 26 STEEL SHELVING BY OWNER (NOT IN CONTRACT), PROVIDE SEISMIC RESTRAINT PER MANUFACTURER, NO BLOCKING REQUIRED.
- 27 HOSE RACK BY OWNER (NOT IN CONTRACT), 2x6 CONTINUOUS BLOCKING 90" AFF.
- 28 WALL MOUNTED PHONE LOCATION, REFER TO ELECTRICAL DRAWINGS
- 29 5'-0"x3'-0" WHITE BOARD (WALL MOUNTED)
- 30 ROLL-UP DOOR MUSHROOM-BUTTON CONTROLS (OPENER)
- 31 NATURAL GAS EMERGENCY SHUT OFF PAD
- 32 WALL MOUNTED CITY OF EL PASO DE ROBLES FIRE DEPARTMENT SIGNAGE, COORDINATE WITH OWNER FOR REQUIREMENTS, NO BLOCKING REQUIRED
- 33 EXISTING TO REMAIN, NO WORK (PHASE 2) IN THIS AREA
- 34 AREA OF PHASE 2 WORK: PATCH/REPAIR WALLS, FLOOR, AND CEILING TO MATCH EXISTING FINISHES (NOT IN CONTRACT)
- 35 REMOVE INTERIOR NON-BEARING WALL
- 36 REMOVE FULL-HEIGHT BUILT-IN CABINETS
- 37 RELOCATE EXISTING TURNOUT LOCKERS AS PER OWNER'S DIRECTION
- 38 REMOVE EXISTING CABINETS, COUNTERTOP, PONY WALL, SINK, AND FAUCET

REFERENCE NOTES



No.	Revision	Date	By
1	FIELD REVISION	12-29-2022	ELP
2	OWNER REVISION	11-17-2023	ELP

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PROJECT NUMBER: 871-01-10
DATE: DECEMBER 14, 2021

SHEET TITLE:
FLOOR PLANS

SHEET NUMBER:

A2.0

Packet Page 297

I. PROJECT MANAGEMENT



APPROACH TO:

Timely Delivery

Our firm has used the “last planner” methodology for calculating and executing the project’s critical path. The core principles of the last planner methodology we use are:

- **Big Table Communication:** emphasizes the involvement of all key stakeholders (owners, architects and sub-consultants in the planning process.
- **Pull Planning:** This involves starting with the project’s timeline goal and working backwards to identify necessary tasks and their dependencies.
- **Weekly Work Planning:** This frequent review allows for adjustments based on real-time conditions and constraints.

Staffing

Once we have the timeline established, we take a close look at all the current projects and address the following questions to determine the staff’s time allocation:

1. Who has the skills set and experience to tackle the necessary scope of work?
2. How does the teams' available time match with the project’s timeline and critical milestones?
3. What time slack is left for each team member to tackle the project on a baseline and unforeseen events scenario?

Sub-consultant Management

We partner with sub-consultants who have a proven track record and align with our quality and service standards. As mentioned in the “Big Table” aspect of the “last planner” methodology, we need to know where are our subconsultants at in terms of staffing capabilities looking forward and conveying them the milestone timeline we want to achieve. We make them part of the timeline planning instead of just feeding it to them, which often poses a risk. Having back-up consultants adds redundancy for risk mitigation.

Quality Service

We view quality service in two main aspects:

1. **Customer service:** Our approach is having open and direct communication with the entire team and providing quick responses in a way that everyone feels involved and informed. You can trust us with your projects.
2. **Deliverables Quality:** Our approach to QA/QC is a design process that incorporates systematic review regardless of who is working on the project. The QA/QC responsibility falls on our Principals-in-Charge and is a 5-step process as follows:



ODI

OMNI-DESIGN
INCORPORATED

Calif-Mayor-Group

ARCHITECTURE
ENGINEERING
SURVEYING

1
3
2
6



OMNI DESIGN

Architecture | Engineering | Surveying

1326 Chorro Street, San Luis Obispo, California 93401

P. +1 (805) 544 9700 info@omnidesign.us

www.omnidesign.us



**OMNI DESIGN
INCORPORATED**

Architecture | Engineering | Surveying

2025 FEE SCHEDULE

PROFESSIONAL & ADMINISTRATIVE SERVICES

PER HOUR

Principal Architect/Engineer/Surveyor	\$210
Project Manager Engineering	\$180
Project Manager Architecture/Surveyor	\$170
Architect/Engineer/Surveyor Level III	\$140
Architect/Engineer/Surveyor Level II	\$130
Architect/Engineer/Surveyor Level I	\$120
Job Captain	\$100
Clerical	\$85
Expert Witness/Court Appearances	\$300

CAD

Draftsman	\$120
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FIELD/SITE SERVICES

QSP Storm Water Inspection	\$170
Field Monitoring Services	\$170
1-Person GPS/Robot/Field Survey Crew	\$160
2-Person Survey/GPS/Field Survey Crew	\$240
2-Person Prevailing Wage Survey/GPS/Field Survey Crew	\$375

- Minimum field survey time shall be four (4) hours.
- Standard Mileage rate is .80 per business mile.

PRINTING CHARGES/UNIT COST EACH

24X36 Bond Plots-\$5.00, 30x42 Bond Plots-\$7.50, 8.5x11 Copies-\$0.25, 11x17 Copies-\$0.50, Mylar Plot-\$10.00

All bills are due and payable upon receipt, past due after (30) days from date of invoicing. A finance charge of 1.5% per month (18% annum) will be assessed on all balances that are thirty days past due.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.D.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Thomas Korman, Public Works Director/City Engineer
Leslie Llantero, Assistant Engineer

DATE: May 1, 2025

SUBJECT: ADOPT A RESOLUTION APPROVING A BUDGET AMENDMENT OF \$200,000.00 IN MEASURE X FUNDS FOR THE CITYWIDE CDBG ADA CURB RAMP PROJECT FOR A TOTAL PROJECT BUDGET NOT-TO-EXCEED \$540,000.00 FOR CONSTRUCTION OF ADDITIONAL CURB RAMPS

RECOMMENDATION

Adopt a resolution approving a budget amendment of \$200,000.00 in Measure X funds from the Pavement Rehabilitation Fund to the Citywide CDBG ADA Curb Ramp Project for a total Project budget not-to-exceed \$540,000.00, and authorizing the City Manager to execute up to an additional \$200,000.00 for written amendments, extensions, and change orders.

BACKGROUND

The Project will remove non-compliant curb returns and replace them with accessible compliant curb ramps per Caltrans A88A standard details at selected intersections. JMS Cement Contractors, Inc. (JMS) was awarded the construction contract on March 6, 2025, for a total construction amount of \$244,000.00, including contingency. At the same March 6, 2025 meeting, City Council approved a professional services agreement with Wallace Group for construction management services for an amount not to exceed \$94,639.00. The Project is scheduled to take 60 working days. JMS began construction on April 7, 2025, and is diligently completing the Project. JMS is estimated to be complete by the end of May 2025.

The plans developed for the Project, identified 79 non-compliant curb ramps at various locations on Military Avenue, Ord Grove Avenue, Elm Avenue, Fremont Boulevard,

Amador Avenue, Kimball Avenue, Sonoma Avenue, Hamilton Avenue, Hilby Avenue, Palm Avenue, and La Salle Avenue. The current contract will construct 29 curb ramps. With the proposed \$200,000.00 added to the Project budget, an estimated 20-25 additional curb ramps would be constructed along with addressing sidewalk repairs in the immediate vicinity of the work.

Compliant accessible curb ramps are required whenever a roadway is altered, such as pavement rehabilitation. Concrete contractors' unit prices are generally lower than specialty paving contractors' prices when the work does not include ADA curb ramps. Constructing accessible curb ramps in advance will streamline future pavement rehabilitation project delivery and will save time and money.

FISCAL IMPACT

The Citywide CDBG ADA Curb Ramp Project was included in the Capital Improvement Program in FY 24/25 on February 6, 2025. There are sufficient Measure X funds in the Pavement Rehabilitation Fund (account 212-8920-9600) to transfer \$200,000.00 to the Citywide CDBG ADA Curb Ramp Project (account No. 212-8960-9578) for a total Project budget amount not to exceed \$540,000.00.

ATTACHMENTS

1. Resolution

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

RESOLUTION NO. 25-XX**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE**

APPROVING A BUDGET AMENDMENT OF \$200,000.00 IN MEASURE X FUNDS FROM THE PAVEMENT REHABILITATION FUND TO THE CITYWIDE CDBG ADA CURB RAMP PROJECT, FOR A TOTAL PROJECT BUDGET NOT-TO-EXCEED \$540,000.00, AND AUTHORIZING THE CITY MANAGER TO EXECUTE UP TO AN ADDITIONAL \$200,000.00 IN WRITTEN AMENDMENTS, EXTENSIONS, AND CHANGE ORDERS WITH JMS CEMENT CONTRACTORS, INC. AND WALLACE GROUP FOR CONSTRUCTION OF ADDITIONAL CURB RAMPS.

WHEREAS, the Citywide CDBG ADA Curb Ramp Project (Project) is an approved Project in the FY 2024/2025 Capital Improvement Program with a project budget of \$340,000.00 of Community Development Block Grant (CDBG) funds; and,

WHEREAS, the Project will remove non-compliant curb returns and replace with compliant accessible curb ramps per Caltrans A88A standard details at selected intersections within its existing footprint; and,

WHEREAS, JMS Cement Contractors, Inc. (JMS) was awarded a construction agreement on March 6, 2025, for an amount not-to-exceed \$224,000.00, including approximately 10% contingency for a total construction agreement not-to-exceed \$244,000.00; and,

WHEREAS, on March 6, 2025, a professional services agreement with the Wallace Group was approved for an amount not-to-exceed \$94,639.00 for construction management services; and,

WHEREAS, JMS is currently under construction diligently completing the project and is estimated to complete the Project by the end of May 2025; and,

WHEREAS, the Project plans identified 50 additional non-compliant curb ramps not in the current Project scope; and,

WHEREAS, compliant curb ramps are required whenever a roadway is altered, such as pavement rehabilitation; and,

WHEREAS, constructing curb ramps in advance streamlines and lowers the costs of future pavement rehabilitation project delivery; and,

WHEREAS, there are sufficient Measure X funds available in the pavement rehabilitation account (212-8920-9600) to authorize a budget amendment of \$200,000.00 in additional funds for the Citywide CDBG ADA Curb Ramp Project account (212-8960-6578);

and,

WHEREAS, the additional funds will be added to the Project budget expanding the scope of work for both the construction agreement with JMS and the professional services agreement with Wallace Group, as needed, to complete as many additional curb ramps up to the Project budget.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside approves a budget amendment of \$200,000.00 in Measure X funds from the Pavement Rehabilitation Fund (account No. 212-8920-9600) to the Citywide CDBG ADA Curb Ramp Project (account No. 212-8960-9578) for a total Project budget not-to-exceed \$540,000.00;

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside hereby authorizes the City Manager to execute up to \$200,000.00 in additional funding for written amendments, extensions, and change orders to the construction agreement with JMS Cement Contractors, Inc. and/or the professional services agreement with Wallace Group, such that the total agreements value do not exceed the Project budget.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 1st day of May 2025, 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.: 9.A.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Dominique Davis, City Clerk
Samantha Alcaraz, Human Resources Director/Risk Manager

DATE: May 1, 2025

SUBJECT: AN ORDINANCE AMENDING TITLE 2 ADMINISTRATION AND PERSONNEL OF THE SEASIDE MUNICIPAL CODE FOR THE PURPOSE OF UPDATING CHAPTERS REGARDING BOARDS AND COMMISSIONS, CORRECTING TYPOS, MISNUMBERED CODE SECTIONS, SENTENCE STRUCTURE, MISSING DEFINITIONS, CLARIFICATIONS, PROPOSED TEXT AMENDMENTS, COMPENSATION OF THE MAYOR AND CITY COUNCIL, AND MAKE APPROPRIATE FINDINGS. IN ACCORDANCE WITH CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES THE PROPOSED AMENDMENTS ARE EXEMPT PER 15061(B)(3) (SECOND READING - ROLL CALL VOTE)

RECOMMENDATION

Receive public comment and conduct the second reading:

1. Ordinance approving amendments to Title 2 regarding the increased compensation for the City Council.
2. Ordinance approving amendments to Title 2 regarding Board and Commissions;

BACKGROUND

BOARD & COMMISSION AMENDMENTS:

Title 2 of the Seaside Municipal Code establishes the City's administrative framework, including the organization of City government, personnel administration, and the operation of advisory boards and commissions. Staff has conducted a comprehensive review of Title 2 in coordination with guidance from the League of California Cities and comparative analyses of peer city policies.

The proposed amendments are intended to streamline procedures, improve internal consistency, and codify expectations regarding appointments, removals, reporting requirements, and conflicts of interest, in alignment with the California Government Code and applicable Fair Political Practices Commission (FPPC) guidelines.

The revisions to Chapter 2.14 – Boards and Commissions are focused on enhancing governance procedures and promoting transparency and accountability in the City’s advisory body structure.

Key Revisions Include:

- 1. Terms of Service (Section 2.14.040):**
 - Standardizes the term lengths across all City boards and commissions to ensure consistency.
 - Clarifies reappointment eligibility and term expiration procedures.
- 2. Appointment and Removal Procedures (Sections 2.14.060 & 2.14.070):**
 - Establishes a transparent and uniform process for the appointment and removal of commissioners.
 - Includes provisions for due process in cases of removal.
- 3. Reporting Requirements (New provision under Section 2.14.120):**
 - Requires each board and commission to submit periodic reports to the City Council.
 - Improves alignment with City goals and provides oversight into the activities and outcomes of advisory bodies.

New Sections Introduced:

- **Section 2.14.230 – Compatibility of Office:**
 - Requires commissioners who become certified candidates for City Council to be placed on an automatic, excused leave of absence.
 - The leave remains in effect until the general municipal election results are officially certified by the City Council.
- **Section 2.14.xxx – Filling of Vacancies During Leave:**
 - Specifies that commissioner seats held by declared candidates are not deemed vacant during their excused absence unless the individual is elected to office.
 - Supports continuity of commission operations and respects the temporary nature of candidacy-related leave.

NEXT STEPS:

Following adoption, the updated Title 2 provisions will be incorporated into the online Municipal Code. The City Clerk’s Office will distribute updated reference materials to all

relevant boards and commissions and facilitate training on the revised procedures.

CITY COUNCIL COMPENSATION INCREASE:

The City of Seaside is a general law city under California state law. As such, the City Council possesses the authority under Government Code Section 36516 to amend ordinances establishing salaries for the Mayor and Council members.

The monthly compensation for the City Council had not been adjusted since 1986—nearly 40 years. Over that period, the cost of living has increased by more than 300%. In tandem, the complexity of municipal governance has significantly grown, requiring increased time commitments from elected officials. Preparation for meetings, participation in public events, and representation on external boards and committees have all expanded in scope and volume. Despite these increases, the prior salary for Council members remained at \$400 per month—among the lowest in the region.

In 2023, the California Legislature adopted Senate Bill 329 (Dodd), which authorized general law city councils to adjust council compensation beyond previously established statutory caps. The legislative intent of SB 329 was to account for inflation, economic pressures, and to remove structural barriers to equitable representation in local government by recognizing the time, energy, and commitment required of elected officials.

The bill underscores that while individuals do not serve in elected office for financial gain, inadequate compensation can restrict civic participation—especially among residents from underrepresented and lower-income communities. Increased compensation can help foster more diverse and inclusive representation in local government.

Under Government Code Section 36516, two options were available for increasing salaries:

- Apply a 5% annual increase from the last date of adjustment (1986), resulting in an allowable monthly salary of approximately \$2,400.00.
- Adopt the statutory default of \$950 per month for cities with populations under 35,000.

COUNCIL ACTION:

At its regularly scheduled meeting on March 20, 2025, the Seaside City Council voted to adopt an ordinance increasing the monthly compensation for all Council Members to \$2,400.00, effective for current and future officeholders. In addition, the Mayor will receive a \$300.00 monthly automobile stipend in recognition of the enhanced duties and public-facing responsibilities associated with the role.

This action reflects both statutory compliance and a policy decision to support accessibility in public service and to recognize the growing demands placed on elected officials.

FISCAL IMPACT

1. There is no direct fiscal impact associated with the proposed amendments to the code sections regarding Boards & Commissions. Implementation will be managed within existing departmental resources.
2. The increased compensation will result in a higher annual expenditure from the City's General Fund.

ATTACHMENTS

1. Draft Ordinance Amending Title 2-Council compensation
2. Draft Ordinance Amending Title 2-Commissions and Committees
3. 2.14 Exhibit A - Proposed Title 2 changes-redline-rev

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE
CLARIFYING, AMENDING, AND REVISING TITLE 2, PERSONNEL AND
ADMINISTRATION, OF THE SEASIDE MUNICIPAL CODE**

WHEREAS, the City desires to make technical, typographical, clarifications and modifications to the Seaside Municipal Code to better reflect the past practices and applications of the code; and

WHEREAS, the City has adopted Resolutions that have modified the interpretation and application of the code and these changes are being codified into the code; and

WHEREAS, this ordinance specifically addresses the changes to Title 2, Section 2.02.490 Councilmember compensation; and

WHEREAS, the last time the City Council received any increase in their compensation was by Ordinance 703 adopted on or about August 21, 1986 and codified in Seaside Municipal Code section 2.02.490; and

WHEREAS, since that time, the cost of living has increased more than 300%; and

WHEREAS, the City of Seaside's population as of the 2023 Census Information was 31,317; and

WHEREAS, Government Code section 36516 provides for a base salary of \$950 per month in cities with a population of less than 35,000;

WHEREAS, Government Code section 36516 (a)(4) provides for escalation above the amounts set forth in Government Code section 36516(a)(2)(A) if an ordinance is adopted that escalates up to five percent for each calendar year from the operative date of the last adjustment; and

WHEREAS, the City and its needs have grown in complexity, the hours required of council members and the mayor have increased substantially, and the resources needed to prepare for and attend city council meetings and participate on other boards and commissions, and other activities have increased; and

WHEREAS, the City Council of the City of Seaside finds that increasing the compensation for its council members would facilitate equitable representation in local government by making it easier for public servants to balance careers and personal obligations, and increase the opportunity for individuals across different income levels,

as well as those individuals in marginalized communities, to participate in public service, all consistent with the legislative intent of Government Code section 36516; and

WHEREAS, on March 20, 2025 the City Council directed staff to bring forward an ordinance which established Council member and Mayor compensation at the rate of \$2400.00 per month with a \$300.00 per month vehicle stipend for the Mayor; and

NOW THEREFORE, the City Council of the City of Seaside, State of California does ordain as follows:

SECTION 1. GENERAL PURPOSE AND FINDINGS

- A. The purpose of this Ordinance is to amend Title 2, and update the compensation of the City Council by modifying Title 2, section 2.02.490; and
- B. The City Council finds the above declaratory paragraphs to be true and correct and incorporates them herein as findings on the nature and extent of the need for the increase in salary and the amounts established herein.

SECTION 2. TEXT AMENDMENTS

New amendments to the existing code are shown in underline, while deletions are shown in strike out. Section 2.02.490 shall be amended as follows:

2.02.490 Compensation.

Each member of the city council shall receive a salary of twenty-four hundred dollars per month. In addition, the mayor shall receive a three hundred dollars per month automobile stipend. (Ord. 703 § 1, 1986)

SECTION 3. ENVIRONMENTAL COMPLIANCE

The proposed changes to the Ordinance will not result in direct or indirect changes to the environment and do not meet the definition of project under CEQA. (14 CCR 15378(b))

SECTION 4. SEVERABILITY

A. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable.

B. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be held unconstitutional, invalid, or unenforceable.

SECTION 5. EFFECTIVE DATE

This Ordinance shall become effective thirty (30) days after its final passage and adoption.

INTRODUCED AND PASSED TO PRINT at a Regular meeting of the City Council of the City of Seaside, State of California, on the 17th day of April, 2025.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of Seaside, State of California, on the ____ day of _____, 2025, by the following roll call vote:

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

APPROVED:

Ian Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE
CLARIFYING, AMENDING, AND REVISING TITLE 2, PERSONNEL AND
ADMINISTRATION, OF THE SEASIDE MUNICIPAL CODE**

WHEREAS, the City desires to make technical, typographical, clarifications and modifications to the Seaside Municipal Code to better reflect the past practices and applications of the code; and

WHEREAS, the City has adopted Resolutions that have modified the interpretation and application of the code and these changes are being codified into the code; and

WHEREAS, on April 3, 2025 the City adopted Resolution 25-51 which created a specific Code of Conduct for the members of the Board and Commissions; and

WHEREAS, the City's wishes to better clarify the duties and composition of the Commissions and Committees of the City to ensure quorums are able to be achieved, and that the scopes, duties better reflect the City's current needs, including replacing quarterly reports with workplans and to ensure compliance with the Boards and Commissions Code of Conduct.

NOW THEREFORE, the City Council of the City of Seaside, State of California does ordain as follows:

SECTION 1. GENERAL PURPOSE AND FINDINGS

- A. The purpose of this Ordinance is to amend Title 2, Personnel and Administration of the Seaside Municipal Code to clarify, and amend Title 2.

SECTION 2. TEXT AMENDMENTS

New amendments to the existing code are shown in underline, while deletions are shown in strike out. All amendments are shown in Attachment A to this Ordinance. The following Chapters are hereby amended Chapter 2.14 through Chapter 2.37 all relating to Commission and Committees.

SECTION 3. ENVIRONMENTAL COMPLIANCE

The proposed changes to the Ordinance will not result in direct or indirect changes to the environment and do not meet the definition of project under CEQA. (14 CCR 15378(b))

SECTION 4. SEVERABILITY

- A. If any provision of this Ordinance or the application thereof to any person or

circumstance is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable.

B. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be held unconstitutional, invalid, or unenforceable.

SECTION 5. EFFECTIVE DATE

This Ordinance shall become effective thirty (30) days after its final passage and adoption.

INTRODUCED AND PASSED TO PRINT at a Regular meeting of the City Council of the City of Seaside, State of California, on the 17th day of April, 2025.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of Seaside, State of California, on the ____ day of _____, 2025, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

COUNCIL MEMBERS:

COUNCIL MEMBERS:

COUNCIL MEMBERS:

COUNCIL MEMBERS:

APPROVED:

Ian Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney

DRAFT

Chapter 2.14

BOARDS AND COMMISSIONS AND COMMITTEES

Sections:

- 2.14.010 Definitions.
- 2.14.020 Uniform procedures established.
- 2.14.030 Advisory capacity.
- 2.14.040 Appointment of members.
- 2.14.050 Term of office.
- 2.14.060 Extension of terms.
- 2.14.070 Removal from office.
- 2.14.080 Meetings.
- 2.14.090 Vacancy declared.
- 2.14.100 Resignation.
- 2.14.110 Election of officers.
- 2.14.120 Quorum.
- 2.14.130 Service on only one commission.
- 2.14.140 Residency.
- 2.14.150 Staff support.
- 2.14.160 Recordkeeping and minutes.
- 2.14.170 Annual reports.
- 2.14.180 ~~Quarterly reports.~~ Work plan.
- 2.14.190 Compensation.
- 2.14.200 Open meetings.
- 2.14.210 Rules of order.
- 2.14.220 Oath of office.

2.14.010 Definitions.

“Advisory body” refers to “commission” and “committee” as defined in this section.

“Commission” refers to all permanent city commissions, ~~and the board of architectural review.~~

“Committee” refers to permanent committees established by ordinance of the city council. (Ord. 773 § 1 (Exh. A), 1990)

2.14.020 Uniform procedures established.

The purpose and intent of this chapter is to establish uniform rules and procedures for council appointed advisory bodies. (Ord. 773 § 1 (Exh. A), 1990)

2.14.030 Advisory capacity.

All advisory bodies, as defined herein, shall act in an advisory capacity to the city council, except as otherwise provided by city ordinance or state law. (Ord. 773 § 1 (Exh. A), 1990)

2.14.040 Appointment of members.

The mayor, with the advice and consent of the city council, shall make Initial appointments ~~and reappointments~~ to commissions and committees in January. Vacancies may be filled at any time in accordance with any specific vacancy requirement set forth below. The city council shall establish procedures for recommending applicants for appointment. Prior to consideration by the city council, each candidate for appointment to a board or commission shall be required to read, acknowledge, and agree to comply with the Boards and Commissions Code of Conduct, as adopted by resolution of the city council. A signed acknowledgment form confirming such agreement shall be submitted to the Office of the City Clerk as part of the application process. (Ord. 773 § 1 (Exh. A), 1990)

2.14.050 Term of office.

Appointed members shall hold office for the specified term of 4 years for the Planning Commission and 2 years for all other commissions, and until their successors are appointed and acting, except in the event of resignation or removal from office. Any member appointed to fill a vacancy prior to the expiration of the term for which his or her predecessor was appointed shall serve for the remainder of such term. Appointed members term begins on February 1 and ends January 31 of the designated year. (Ord. 773 § 1 (Exh. A), 1990)

2.14.060 Extension of terms.

When the terms of a majority of members on any advisory body expire simultaneously, one year prior to the expiration of terms, one majority member, to be determined by lot, shall serve for an additional year beyond the appointed term. (Ord. 773 § 1 (Exh. A), 1990)

2.14.070 Removal from office.

Any member of an advisory body may be removed from office upon a majority vote of the city council. (Ord. 870 § 2, 1997; Ord. 773 § 1 (Exh. A), 1990)

2.14.080 Meetings.

Commissions shall meet on an as-needed basis, as called by the chair or staff liaison, but not less than ~~quarterly~~ bi-monthly basis, on the day and time approved by resolution of the city council. (Ord. 1094 § 2, 2020; Ord. 773 § 1 (Exh. A), 1990)

2.14.090 Vacancy declared.

If any member of an advisory body fails to attend three consecutive regular meetings thereof without first having obtained permission for such absence in advance from the staff liaison ~~or chairperson~~ of the advisory body, or if any member fails to attend fifty percent of all such meetings during a six-month period, membership thereon may be terminated and a vacancy declared to exist. ~~The chairperson-staff liaison shall recommend to the city council to inform the city clerk that a vacancy be declared by written notice to the city clerk has been declared.~~ The city clerk shall place the matter on the city council agenda, and the city council may ~~either take action to declare that a vacancy exists, or take other action as is reasonable under the circumstances.~~ (Ord. 773 § 1 (Exh. A), 1990)

2.14.100 Resignation.

A member of an advisory body who intends to resign shall first file written notice thereof with the city clerk, addressed to the city council, ~~with a copy provided to the chairperson of the advisory body.~~ (Ord. 773 § 1 (Exh. A), 1990)

2.14.110 Election of officers.

Each advisory body shall elect a chair and vice chair. Election of officers shall occur annually ~~itsat~~ a regular February meeting. In the event of vacancies, temporary officers may be selected by majority vote to hold office until all seats are filled. An election shall then be scheduled for the next regular meeting. (Ord. 1034 § 3, 2017; Ord. 773 § 1 (Exh. A), 1990)

2.14.120 Quorum.

A majority of those members currently appointed to the advisory body shall constitute a quorum for the purpose of transacting business. The affirmative vote of a majority of those present is required to take any action. ~~A minimum of three members must be present in order to transact business.~~ (Ord. 811 § 1, 1992; Ord. 773 § 1 (Exh. A), 1990)

2.14.130 Service on only one commission.

An individual shall serve on only one city commission at a time. A current commissioner who seeks appointment to another city commission shall tender his/her notice of resignation with the application for appointment. The resignation will be effective upon the individual's appointment to the new commission. (Ord. 1034 § 3, 2017; Ord. 773 § 1 (Exh. A), 1990)

2.14.140 Residency.

All commission members shall be residents of the city. (Ord. 1094 § 2, 2020; Ord. 773 § 1 (Exh. A), 1990)

2.14.150 Staff support.

The city manager shall designate department heads or other staff members to regularly attend meetings of advisory bodies and to provide such technical support as may be required. The city manager shall provide or cause to be provided adequate staff assistance and sufficient funding as necessary to enable the commission to fulfill its purpose and duties. The city attorney is the commission's legal advisor. (Ord. 773 § 1 (Exh. A), 1990)

2.14.160 Recordkeeping and minutes.

~~The staff liaison shall ensure that e~~Each advisory body shall keep and file with the city clerk a record of its proceedings, findings, determinations, resolutions and attendance. These records shall be available for public inspection. (Ord. 773 § 1 (Exh. A), 1990)

2.14.170 Annual reports ~~and work plan.~~

Each advisory body shall submit an annual report ~~to the city council by April~~ March 15th of each year. The report shall include a summary of the activities of the preceding year ~~and shall describe, where applicable, submit a work plan describing proposed projects or activities for the coming year.~~ (Ord. 773 § 1 (Exh. A), 1990)

~~2.14.180~~ 2.14.180 Quarterly reports. Work plan.

~~With the exception of councilmembers, who regularly report at council meetings, council appointees to boards and commissions of outside agencies shall make quarterly oral reports to the city council. (Ord. 773 § 1 (Exh. A), 1990)~~ Each advisory body shall submit a work plan to the city council by April 15th of each year. The work plan shall include a description of proposed projects or activities for the coming year.

2.14.190 Compensation.

Members of advisory bodies shall serve without compensation. Necessary expenses may be reimbursed if incurred by a member in his or her official capacity. (Ord. 773 § 1 (Exh. A), 1990)

2.14.200 Open meetings.

Advisory bodies of the city are subject to the provisions of the Ralph M. Brown Act. (Ord. 773 § 1 (Exh. A), 1990)

2.14.210 Rules of order.

Robert's Rules of Order, current edition, and the rules of procedure applicable to the city council, shall govern the proceedings of all city ~~boards,~~ commissions and committees. When in conflict, the rules of procedure shall take precedence over Robert's Rules of Order. (Ord. 773 § 1 (Exh. A), 1990)

2.14.220 Oath of office.

The mayor or city clerk shall administer the oath of office for newly appointed members of advisory bodies. (Ord. 1034 § 3, 2017; Ord. 773 § 1, 1990)

2.14.230 Compatibility of Offices

An appointed commissioner will automatically be ~~removed~~ placed on an excused leave of absence when they become a qualified candidate for the office of city council or Mayor until the time that the general election is certified by adoption of a resolution by the city council. ~~if they become a candidate for the~~ office of Seaside City Council.

Chapter 2.15

CITY COUNCIL LIAISONS

Sections:

~~2.15.010 — Purpose.~~

~~2.15.020 — Appointment.~~

~~2.15.030 — Role.~~

~~2.15.040 — Communication.~~

~~2.15.050 — Attendance.~~

~~2.15.010 — Purpose.~~

~~The purpose of this chapter is to honor advisory body deliberations, views and positions on issues, and enhance communications between the city council and advisory bodies. (Ord. 1055 § 2, 2018)~~

~~2.15.020 — Appointment.~~

~~Appointment as a council liaison is made on a volunteer basis with city council consensus. Council members shall make requests known to serve as a liaison to their fellow city council members at the city council meeting which precedes the city council meeting in which the appointment is agendized for city council consensus. (Ord. 1055 § 2, 2018)~~

~~2.15.030 — Role.~~

~~Council liaisons do not serve as ex officio members of the advisory bodies, and shall neither sit with the membership at meetings nor engage in prolonged debate or discussion at meetings. Council liaisons shall serve to gain a better understanding of the issues considered by the advisory body and communicate council goals, as they may apply. (Ord. 1055 § 2, 2018)~~

~~2.15.040 — Communication.~~

~~A council liaison shall not take part in the deliberations of the commission. The purpose of the liaison assignment is to facilitate communication and goodwill between the council and advisory body. The council liaison must remain vigilant to the need to maintain their position as an impartial decision maker consistent with due process expectations, such that any official decision which may originate in an advisory body may have a fair and impartial hearing if it comes before the city council. (Ord. 1055 § 2, 2018)~~

~~2.15.050 — Attendance.~~

~~Attendance is not mandatory but is encouraged to the extent the liaison is generally aware of advisory body practices and issues which come before it. (Ord. 1055 § 2, 2018)~~

Chapter 2.16

ART AND HISTORY COMMISSION

Sections:

2.16.010	Creation. ed.
2.16.011	Purpose and intent.
2.16.020	Composition and terms of office appointment procedure.
2.16.021	Term of office.
2.16.022	Filling of vacancies.
2.16.023	Removal from office.
2.16.030	Power and d Duties.
2.16.040	Staff support Responsibilities.
2.16.041	Meetings.
2.16.050	Art award program.
2.16.060	Contributions.
2.16.070	Annual report.
2.16.080	Work plan.

2.16.010 Creationed.

~~There is created an art and history commission~~ is hereby created to safeguard the city's cultural legacy, enrich public spaces, foster civic pride and promote education and economic development. ~~_____ for the city.~~ (Ord. 986 § 3, 2010)

2.16.011 Purpose and intent.

~~The purpose and intent of the art and history commission shall have the power, and it shall be the duty of the commission,~~ is to make recommendations to the city council and to advise the council in the following matters:

A. Protect the city's cultural resources by developing an historical inventory and, if deemed appropriate, a preservation plan. The inventory shall include, but not be limited to, assets, artifacts, manuscripts, areas, building, structures and sites which are historically, architecturally, archaeologically or culturally significant to the city. The inventory listing for each item should include its exact location, a statement of its significance to the community with appropriate documentation, a current photograph, and name of donor if available;

B. Recommend properties worthy to be certified as an historical or architectural landmark for listing on the National Register of Historic Places, state landmark or, if appropriate, a local register;

C. Record historical information received from interviews with seniors and other community resource persons;

D. Identify appropriate storage and display areas for historical artifacts;

E. Recommend a records management policy to preserve public records of historical value and earmark documents for archival collection;

F. Coordinate with the community development department any findings which might be of paleontological or historic value;

G. Prepare a summary of the history of the growth and development of the city;

H. Make recommendations for the integration of preservation goals and objectives into the Seaside general plan;

I. Suggest restoration or maintenance of historically significant properties owned by the city;

J. Place markers on inventoried properties in the community to increase community awareness of local history and development;

K. Work with local news media to help publicize the work and findings of the commission;

L. Make recommendations to the city council regarding public art and murals on city buildings, city property or funded by the city and responsible for approval of all public art and murals on non-city facilities, viewable by the public. (Ord. 1094 § 3, 2020; Ord. 986 § 3, 2010)

2.16.020 Composition and ~~terms of office~~ appointment procedure.

The art and history commission shall consist of ~~seven-five~~ regular members, appointed by the mayor and approved by the city council. The appointed members shall hold office for four years. (Ord. 986 § 3, 2010)

2.16.021 Term of office.

All appointments shall be for two-year terms. Terms are renewable at the discretion of the mayor and approved by the city council. An individual may not serve as chair more than four consecutive years. ~~To be eligible for chair, one must have been elected and served as vice chair.~~ (Ord. 2003 § 2, 2021)

2.16.022 Filling of vacancies.

Any vacancy occurring during the term of any member shall be filled for the unexpired term in the same manner in which regular appointments are otherwise made. ~~Except for the initial appointment,~~ the chairperson must have served ~~as vice chair immediately before selection to chairperson and~~ must have served on the art and history commission for a minimum of one year. (Ord. 2003 § 2, 2021)

2.16.023 Removal from office.

Commission members may be removed for any or no reason, at any time, by majority vote of the city council. If a member of the commission does not attend two consecutive regular meetings of the commission, unless excused by a majority vote of the commission, his/her/their membership shall automatically terminate. (Ord. 2003 § 2, 2021)

2.16.030 Power and ~~d~~Duties.

The art and history commission shall have the power, and it shall be the duty of the commission, to make recommendations to the city council and to advise the council in the following matters:

- A. Pertaining to the encouragement of arts and crafts and historical activities;
- B. Pertaining to the promotion of programs of artistic merit within the city;
- C. Pertaining to the collection, promotion, display and preservation of Seaside's historical artifacts;
- D. Designate, protect, preserve, enhance and perpetuate those structures and areas of historical, architectural and engineering significance;
- E. Encourage the city systematic collection and preservation of Seaside's historic records and manuscripts.

F. To provide an annual ~~summary~~ report to the city council by March 15th of each year concerning all the activities of the commission during the preceding twelve-month period.

G. To provide a work plan to the City Council by April 15th of each year describing the commission's new and ongoing projects for the coming twelve-month period. (Ord. 986 § 3, 2010)

2.16.040 Staff support.

The ~~——~~ Recreation Director or ~~the~~ City Manager's designee shall serve as staff liaison to the commission. The city manager shall provide or cause to be provided adequate staff assistance and sufficient funding as necessary to enable the commission to fulfill its purpose and duties. The city attorney is the commission's legal advisor. (Ord. 2003 § 2, 2021)

2.16.040 Responsibilities.

The art and history commission shall:

A. Protect the city's cultural resources by developing an historical inventory and, if deemed appropriate, a preservation plan. The inventory shall include, but not be limited to, assets, artifacts, manuscripts, areas, building, structures and sites which are historically, architecturally, archaeologically or culturally significant to the city. The

~~inventory listing for each item should include its exact location, a statement of its significance to the community with appropriate documentation, a current photograph, and name of donor if available;~~

~~B. Recommend properties worthy to be certified as an historical or architectural landmark for listing on the National Register of Historic Places, state landmark or, if appropriate, a local register;~~

~~C. Record historical information received from interviews with seniors and other community resource persons;~~

~~D. Identify appropriate storage and display areas for historical artifacts;~~

~~E. Recommend a records management policy to preserve public records of historical value and earmark documents for archival collection;~~

~~F. Coordinate with the community development department any findings which might be of paleontological or historic value;~~

~~G. Prepare a summary of the history of the growth and development of the city;~~

~~H. Make recommendations for the integration of preservation goals and objectives into the Seaside general plan;~~

~~I. Suggest restoration or maintenance of historically significant properties owned by the city;~~

~~J. Place markers on inventoried properties in the community to increase community awareness of local history and development;~~

~~K. Work with local news media to help publicize the work and findings of the commission;~~

~~L. Make recommendations to the city council regarding public art and murals on city buildings, city property or funded by the city and responsible for approval of all public art and murals on non-city facilities, viewable by the public. (Ord. 1094 § 3, 2020; Ord. 986 § 3, 2010)~~

2.16.041 Meetings.

The commission shall meet monthly, but not less than bi-monthly, or when called by the chair. (Ord. 2003 § 2, 2021)

2.16.050 Art award program.

The art and history commission may annually supervise and hold an award competition for arts and crafts of individual merit. (Ord. 986 § 3, 2010)

2.16.060 Contributions.

With the approval of the city council the commission may solicit and accept gifts, artifacts, manuscripts, and monetary contributions and bequests of funds from individuals and foundations for the purpose of furthering the commission's programs. The commission may seek financial support from state and other governmental bodies to protect, preserve and enhance the city's historic resources. (Ord. 986 § 3, 2010)

2.16.070 Annual report.

In addition to the requirements of SMC 2.14.170 the annual report shall contain an inventory of historical items. (Ord. 986 § 3, 2010)

2.16.080 Work plan.

Per the requirements of SMC 2.14.080, the art and history commission shall submit a work plan to the city council by April 15th of each year. The work plan shall include a description of proposed projects or activities for the coming year.

Chapter 2.17

COMMUNITY SAFETY ADVISORY COMMISSION

Sections:

- 2.17.010 Creation.
- 2.17.020 Purpose and intent.
- 2.17.030 Composition and appointment procedure.
- 2.17.040 Term of office.
- 2.17.050 Filling of vacancies.
- 2.17.060 Removal from office.
- 2.17.070 Power and duties.
- 2.17.080 Staff support.
- 2.17.090 Meetings.
- 2.17.091 Annual report.
- 2.17.092 Work plan.

2.17.010 Creation.

~~There is created a~~ community safety advisory commission (CSAC) ~~is hereby created to~~ provide transparency to the public on matters related to community safety and policing. The commission is not a review board of specific police actions, whether internal or external, but a forum for discussions regarding community safety concerns and leveraging the experience of persons outside of policing to improve the department and the community relations. (Ord. 2003 § 2, 2021)

2.17.020 Purpose and intent.

~~The purpose and intent of CSAC is to~~ provide a forum for police-community interaction, enhance public safety, and increase equity in community safety policies.

A. To address public safety and related issues concerning the Seaside police department's policies, procedures, practices, and community relation strategies in order to enhance our residents' quality of life.

B. To promote and encourage open communication and the building of a positive relationship with members of the community and those who have sworn to protect them.

C. Recognize that public safety through policing is a shared responsibility. (Ord. 2003 § 2, 2021)

2.17.030 Composition and appointment procedure.

CSAC shall be comprised of ~~up to eleven~~seven community members ~~nominated~~appointed by the mayor and approved by the city council. Community members who represent a range of interests and life experiences and diverse backgrounds, including, but not limited to, LGBTQ+, business, education, nonprofits, public relations, and faith community. At least one member ~~must~~should be between ~~fifteen~~sixteen and ~~eighteen~~twenty years old when appointed. All members must live in the city of Seaside. (Ord. 2003 § 2, 2021)

2.17.040 Term of office.

All appointments shall be for ~~three~~two-year terms. Terms are renewable at the discretion of the mayor with the approval of the city council. ~~No member shall serve more than two consecutive terms.~~ An individual may not serve as chair more than ~~two~~four consecutive years. ~~To be eligible for chair, one must have been elected and served as vice chair.~~ (Ord. 2003 § 2, 2021)

2.17.050 Filling of vacancies.

Any vacancy occurring during the term of any member shall be filled for the unexpired term in the same manner in which regular appointments are otherwise made. ~~Except for the initial appointment, the chairperson must have served as vice chair immediately before selection to chairperson and must have served on the community safety advisory commission for a minimum of one year.~~ (Ord. 2003 § 2, 2021)

2.17.060 Removal from office.

Commission members may be removed for any or no reason, at any time, by majority vote of the city council. If a member of the commission does not attend two consecutive regular meetings of the commission, unless excused by a majority vote of the commission, his/her/their membership shall automatically terminate. (Ord. 2003 § 2, 2021)

2.17.070 Power and duties.

~~The community safety advisory commission~~CSAC shall have the power, and it shall be the duty of the commission, to make recommendations to the city council and to advise the council in the following matters:

~~The power and duties of the commission shall be as follows:~~

- A. Adopt, by a two-thirds vote of its members, bylaws governing the conduct of its meetings and activities, the establishment of subcommittees, and such other rules as may be necessary for the performance of its duties; provided, that such bylaws shall specify that a quorum shall at all times consist of ~~at least six~~four members and that any amendment to the bylaws shall require an affirmative vote of two-thirds of its members.
- B. The commission shall act in an advisory capacity to and as a liaison between the community, the Seaside police department, and city council.
- C. The commission will have no input or discussion regarding specific employee personnel issues, nor be involved in department decision-making at any level.
- D. Assist in educating the community at large about the function and role of the Seaside police department.
- E. Act as a sounding board for the chief of police regarding community needs and concerns, as well as community response to proposed police programs, priorities, and policies.
- F. Apprise the chief of police directly of the recommendations for improved delivery of police services to the Seaside community. When required, the commission will make recommendations to the city council.
- G. In making its recommendations to the police chief, the commission shall not attempt to direct the method of implementation of any resulting changes to police department programs, policies, or procedures.
- H. Develop and make recommendations directed toward informing the community of its rights and responsibilities when in contact with law enforcement officers.
- I. Annually review the city's community policing philosophy and strategies for best practices. Review the policies and strategies that reinforce the importance of community engagement in public safety. For relationships with key stakeholders, such as churches, businesses, schools, and policies dealing with "least harm" resolutions, such as diversion programs or warnings and citations in lieu of arrest for minor infractions.
- J. Receive a biannual status report from the city's ~~F~~family and ~~C~~community ~~S~~support team program.
- K. The commission shall actively encourage and foster residents' participation in crime prevention activities.
- L. The committee may also discuss problems and strategies for appropriate problem solving in specific neighborhoods.
- M. To provide an annual summary report to the city council on the second regular city council meeting in April of each year concerning all the activities of the commission during the preceding twelve-month period and the current fiscal year "work plan."
- N. In the month of May produce a publicly available annual "~~C~~community ~~S~~safety ~~R~~report."
- O. The commission shall sponsor/cosponsor an annual citywide community safety summit/event, i.e., National Night Out.
- P. Each CSAC member is encouraged to attend the Public Safety Citizens' Academy or similar training.

Q. Each commission member is expected to contribute.

R. The commission shall not be entitled to receive, review, copy or investigate citizens' complaint(s) against individual police personnel.

If a citizen submits a complaint against individual police personnel directly to a member of the commission or the commission as a whole, the commission member or the commission, as the case may be, shall forward that complaint to the police department. The commission may not take any other action, including holding hearings or conducting investigations, with respect to said complaint. (Ord. 2003 § 2, 2021)

2.17.080 Staff support.

The Chief of Police or the City Manager's designee shall serve as staff liaison to the commission. The city manager shall provide or cause to be provided adequate staff assistance and sufficient funding as necessary to enable the commission to fulfill its purpose and duties. The city attorney is the commission's legal advisor. (Ord. 2003 § 2, 2021)

2.17.090 Meetings.

The commission shall meet monthly, but not less than bi-monthly, or when called by the chair. (Ord. 2003 § 2, 2021)

2.17.091 Annual report.

CSAC shall submit an annual report to the city council by March 15th of each year. The report shall include a summary of the activities of the preceding year.

2.17.092 Work plan.

Per the requirements of SMC 2.14.080, CSAC shall submit a work plan to the city council by April 15th of each year. The work plan shall include a description of proposed projects or activities for the coming year.

Chapter 2.18

COMMISSION ON JOBS, OPPORTUNITIES, AND BUSINESS IN SEASIDE (C-JOBS)

Sections:

2.18.010	<u>Creationed.</u>
2.18.011	<u>Purpose and intent.</u>
2.18.020	<u>Composition and terms of officeappointment procedure.</u>
2.18.030	<u>Term of office.</u>
2.18.031	<u>Filling of vacancies.</u>
2.18.032	<u>Removal from office.</u>
2.18.040	<u>Power and dDuties.</u>
2.18.050	<u>Staff support.</u>
2.18.060	<u>Meetings.</u>
2.18.070	<u>Annual report.</u>
2.18.080	<u>Work plan.</u>

2.18.010 Creation~~ed~~.

The economic development commission is hereby renamed the commission on jobs, opportunities, and business in Seaside (C-JOBS). (Ord. 1062 § 2, 2019)

2.18.011 Purpose and intent.

The purpose and intent of C-JOBS is to promote economic growth and development, provide space for local businesses and labor to advocate for their interests in the community, and recommend development projects that may assist in business growth or improvement of services.

2.18.020 Composition and ~~terms of office~~appointment procedure.

C-JOBS shall consist of ~~nine seven~~five voting regular members appointed by the mayor and approved by the city council. ~~In addition, the mayor and mayor pro tem shall serve as ex officio, nonvoting members.~~

Composition of membership should include representatives from businesses and labor, commercial or industrial property owners, government or government-affiliated officials, or owners, officers or managing executives of a business or an industry located in the city, and/or residents at large.

~~Non~~Voting members of the commission shall be persons selected for their business knowledge and interest in economic development issues. ~~three~~Four members shall be owners or managers of businesses or commercial property located in a commercial district in Seaside. Any vacancy on the commission is filled the same manner as the original appointments. (Ord. 1062 § 2, 2019)

2.18.030 Term of office.

All appointments shall serve for two-year terms. Terms are renewable at the discretion of the mayor with the approval of the city council. ~~Chairperson and vice chair are appointed on an annual basis by the mayor with approval from the city council. An individual may not serve as chair more than four consecutive years. To be eligible for chair, one must have been elected and served as vice chair.~~ Five of the commission members shall be appointed for terms ending on January 31st in even-numbered years and four members for terms ending on January 31st in odd-numbered years. (Ord. 1062 § 2, 2019)

2.18.031 Filling of vacancies.

Any vacancy occurring during the term of any member shall be filled for the unexpired term in the same manner in which regular appointments are otherwise made. ~~Except for the initial appointment,~~ the chairperson must have served as vice chair immediately before selection to chairperson and must have served on the community safety advisory commission CJOBS for a minimum of one year. (Ord. 2003 § 2, 2021)

2.18.032 Removal from office.

Commission members may be removed for any or no reason, at any time, by majority vote of the city council. If a

member of the commission does not attend two consecutive regular meetings of the commission, unless excused by a majority vote of the commission, his/her/their membership shall automatically terminate. (Ord. 2003 § 2, 2021)

2.18.040 Power and duties.

The C-JOBS commission shall have the power, and it shall be the duty of the commission, to make recommendations to the city council and to advise the council in the following matters:

~~C-JOBS shall~~ A. Provide recommendations to the city council on policies, programs, and projects which may encourage investment, increase job creation, improve workforce training and other opportunities, or otherwise expand business opportunities in Seaside.

B. The primary advisory functions are generally divided into four advisory services categories: economic and business development, business communication, business attraction, and business retention and expansion.

C. While C-JOBS shall not have purview over land use, zoning or architectural matters under the responsibility of the planning commission, board of architectural review or zoning administrator, it may advocate for and recommend economic development projects to the city council as it shall determine. (Ord. 1062 § 2, 2019)

2.18.050 Staff support.

~~The city manager or Economic Development Director or the City Manager's designee shall serve as staff liaison to the commission. The city manager shall provide or cause to be provided adequate staff assistance and sufficient funding as necessary to enable the commission to fulfill its purpose and duties. The city attorney is the commission's legal advisor.~~ (Ord. 1062 § 2, 2019)

2.18.060 Meetings.

~~The commission on jobs, opportunities, and business in Seaside shall meet on an as-needed basis, but not less than quarterly, not less than on a bi-monthly basis, or when called by the chair. The commission will produce and present to the council an annual report titled Jobs, Opportunities, and Business in Seaside (JOBS) discussing the economic climate in Seaside, with any recommendations. (Ord. 1062 § 2, 2019)~~

2.18.070 Annual report.

C-JOBS shall submit an annual report to the city council by March 15th of each year. The report shall include a summary of the activities of the preceding year and a description of the economic climate in Seaside.

2.18.080 Work plan.

Per the requirements of SMC 2.14.080, C-JOBS shall submit a work plan to the city council by April 15th of each year. The work plan shall include a description of proposed projects or activities for the coming year.

Chapter 2.19

ENVIRONMENTAL COMMISSION

Sections:

- 2.19.010 Creationed.
- 2.19.011 Purpose and intent.
- 2.19.020 Composition and ~~terms of office~~appointment procedure.
- 2.19.021 Term of office.
- 2.19.022 Filling of vacancies.
- 2.19.023 Removal from office.
- 2.19.030 Power and ~~d~~Duties.
- 2.19.031 Staff support.
- 2.19.040 ~~Objectives~~Meetings.
- 2.19.050 Annual report
- 2.19.060 Work plan.

2.19.010 Creationed.

The environmental committee is hereby created to investigate and advocates for sound environmental policy and action in the areas of air quality, water quality, energy and waste management, flora and fauna protection and community planning. (Ord. 1067 § 3, 2019)

2.19.011 Purpose and intent.

The purpose and intent of the environmental commission is to monitor the city's progress in complying with principles established in Resolution 17-47 to protect local wildlife, improve quality of life in the community, and promote consideration of environmental justice in the planning of city projects.

A. The environmental committee shall meet not less than on a bi-monthly basis.

B. The environmental committee shall monitor the city's progress in complying with principles established in Resolution 17-47.

C. The environmental committee shall prepare an annual recommended work plan to the city council by April 15. (Ord. 1067 § 3, 2019)

2.19.020 Composition and ~~terms of office~~appointment procedure.

The environmental committee shall have nine-five voting regular members, appointed by the mayor and approved by the city council for a term of three two years. Residents of Seaside or professionals, scholars or students in any related field of the environmental sciences are eligible to serve as members. At least one one high school student residing in Seaside and at least one student at CSUMB or MPC student that attends Seaside High School. California State University Monterey Bay, or Monterey Peninsula College shall be appointed as a regular full-voting member. A city council member shall be appointed by the city council as a nonvoting member. (Ord. 1067 § 3, 2019)

2.19.021 Term of office.

All appointments shall serve for two-year terms. Terms are renewable at the discretion of the mayor with the approval of the city council. Chairperson and vice chair are appointed on an annual basis by the mayor with approval from the city council. An individual may not serve as chair more than four consecutive years. To be eligible for chair, one must have been elected and served as vice chair. (Ord. 1062 § 2, 2019)

2.19.022 Filling of vacancies.

Any vacancy occurring during the term of any member shall be filled for the unexpired term in the same manner in which regular appointments are otherwise made. Except for the initial appointment, the chairperson must have

~~served as vice chair immediately before selection to chairperson and must have served on the Environmental Commission community safety advisory commission~~ for a minimum of one year. (Ord. 2003 § 2, 2021)

2.19.023 Removal from office.

~~Commission members may be removed for any or no reason, at any time, by majority vote of the city council. If a member of the commission does not attend two consecutive regular meetings of the commission, unless excused by a majority vote of the commission, his/her/their membership shall automatically terminate. (Ord. 2003 § 2, 2021)~~

2.19.030 Power and dDuties.

~~The environmental commission shall have the power, and it shall be the duty of the commission, to make recommendations to the city council and to advise the council in the following matters:~~

~~The environmental committee shall conduct public meetings and prepare recommendations to the city council on matters regarding the environment to include without limitation unless otherwise noted:~~

A. Review and comment on city ordinances, policies and programs and state mandates related to environmental regulations, risks and pollution abatement, clean water, air and energy, flora, fauna and biome protection and community planning topics expressly beyond the realm of the planning commission.

~~B. — Serve in advisory capacity to the city council, commissions, committees, and boards on related issues.~~

~~BC. Identify strategic environmental goals for the city and estimate resources needed to accomplish these goals;— investigate funding to implement programs to benefit the community.~~

~~CD. Develop policies and plans for increasing environmental awareness in cooperation with other public and private agencies to include school districts. (Ord. 1067 § 3, 2019)~~

2.19.031 Staff support.

~~The —Community Planning Manager or the City Manager’s—their designee shall serve as staff liaison to the commission. The city manager shall provide or cause to be provided adequate staff assistance and sufficient funding as necessary to enable the commission to fulfill its purpose and duties. The city attorney is the commission’s legal advisor. (Ord. 1062 § 2, 2019)~~

2.19.040 ObjectivesMeetings.

~~The commission shall meet monthly, but not less than bi-monthly, or when called by the chair. (Ord. 2003 § 2, 2021)~~

~~A. — The environmental committee shall meet not less than six times per year.~~

~~B. — The environmental committee shall monitor the city’s progress in complying with principles established in Resolution 17-47.~~

~~C. — The environmental committee shall prepare an annual recommended work plan to the city council not later than three months in advance of each fiscal year. (Ord. 1067 § 3, 2019)~~

2.19.050 Annual report.

~~The environmental commission shall submit an annual report to the city council by March 15th of each year. The report shall include a summary of the activities of the preceding year and a review of the city’s effectiveness in complying with the principles established in Resolution 17-47.~~

2.19.060 Work plan.

~~Per the requirements of SMC 2.14.080, the environmental commission shall submit a work plan to the city council by April 15th of each year. The work plan shall include a description of proposed projects or activities for the coming year.~~

Chapter 2.20

HOMELESS COMMISSION

Sections:

2.20.010	<u>Creationed.</u>
2.20.011	<u>Purpose and intent.</u>
2.20.020	<u>Composition and terms of officeappointment procedure.</u>
2.20.021	<u>Term of office.</u>
2.20.022	<u>Filling of vacancies.</u>
2.20.023	<u>Removal from office.</u>
2.20.030	<u>Power and dDuties.</u>
2.20.031	<u>Staff support.</u>
2.20.040	<u>ObjectivesMeetings.</u>
2.20.050	<u>Annual report.</u>
2.20.060	<u>Work plan.</u>

2.20.010 Creationed.

The homeless committee is hereby created to plan, advocate, support and collaborate with those affected by homelessness. (Ord. 1067 § 3, 2019)

2.20.011 Purpose and intent.

The purpose and intent of the homeless commission is to ~~shall~~:

A. Hold public meetings on matters related to homelessness;

B. Investigate best and contemporary practices with regard to eliminating and preventing homelessness;

C. Serve in advisory capacity to the city council on related issues;

D. ~~Prepare an annual report to the city council on progress and effectiveness of various programs and policies.~~
(Ord. 1067 § 3, 2019)

2.20.020 Composition and ~~appointment procedure~~terms of office.

The homeless commission shall consist of ~~seven-five appointed voting regular members~~ appointed by the mayor and approved by the city council, ~~and one nonvoting city council member, all appointed by the city council. Voting members shall hold office for three years.~~ (Ord. 1067 § 3, 2019)

2.20.021 Term of office.

All appointments shall serve for two-year terms. Terms are renewable at the discretion of the mayor with the approval of the city council. ~~Chairperson and vice chair are appointed on an annual basis by the mayor with approval from the city council. An individual may not serve as chair more than four consecutive years. To be eligible for chair, one must have been elected and served as vice chair.~~ (Ord. 1062 § 2, 2019)

2.20.022 Filling of vacancies.

Any vacancy occurring during the term of any member shall be filled for the unexpired term in the same manner in which regular appointments are otherwise made. ~~Except for the initial appointment, the chairperson must have served as vice chair immediately before selection to chairperson and must have served on the~~ homeless commission ~~community safety advisory commission~~ for a minimum of one year. (Ord. 2003 § 2, 2021)

2.20.023 Removal from office.

Commission members may be removed for any or no reason, at any time, by majority vote of the city council. If a member of the commission does not attend two consecutive regular meetings of the commission, unless excused by a majority vote of the commission, his/her/their membership shall automatically terminate. (Ord. 2003 § 2, 2021)

2.20.030 Power and Duties.

The homeless commission shall have the power, and it shall be the duty of the commission, to make recommendations to the city council and to advise the council in the following matters:

A. Review and comment on city ordinances, programs and policies and state mandates related to housing, CDBG grants and programs, and other poverty mitigation programs;

B. Monitor ~~and assist~~ the city's progress in implementing needed homeless services ~~and facilities~~;

C. Develop policy recommendations and processes to measure the effectiveness of new and existing policies in ending and preventing homelessness and coordinate with the ~~CDAC~~ Community Development Advisory Commission for their required reporting in the HUD mandated annual action report;

~~D. Identify strategic goals for the city and estimate resources needed to accomplish these goals; investigate funding to implement programs to that benefit the homeless community;~~

~~D.E.~~ Identify partnerships with county, city and other community program providers that can be leveraged to achieve the goals of ending or preventing homelessness in the city of Seaside. (Ord. 1067 § 3, 2019)

2.20.031 Staff support.

~~The — Family and Community Support Practitioner or the City Manager's designee shall serve as staff liaison to the commission. The city manager shall provide or cause to be provided adequate staff assistance and sufficient funding as necessary to enable the commission to fulfill its purpose and duties. The city attorney is the commission's legal advisor. (Ord. 1062 § 2, 2019)~~

2.20.040 Objectives Meetings.

~~The commission shall meet monthly, but not less than bi-monthly, or when called by the chair. (Ord. 2003 § 2, 2021)~~

~~The homeless commission shall:~~

~~A. — Hold public meetings on matters related to homelessness;~~

~~B. — Investigate best and contemporary practices with regard to eliminating and preventing homelessness;~~

~~C. — Serve in advisory capacity to the city council, commissions, committees, and boards on related issues;~~

~~D. — Prepare an annual report to the city council on progress and effectiveness of various programs and policies. (Ord. 1067 § 3, 2019)~~

2.20.050 Annual report.

~~The homeless commission shall submit an annual report to the city council by March 15th of each year. The report shall include a summary of the activities of the preceding year and a description of the status of homelessness and the homeless population in the community.~~

2.20.060 Work plan.

~~Per the requirements of SMC 2.14.080, the homeless commission shall submit a work plan to the city council by April 15th of each year. The work plan shall include a description of proposed projects or activities for the coming year.~~

Chapter 2.24

NEIGHBORHOOD IMPROVEMENT COMMISSION

Sections:

2.24.010	<u>Creationed.</u>
2.24.011	<u>Purpose and intent.</u>
2.24.020	<u>Composition and terms of office appointment procedure.</u>
2.24.021	<u>Term of office.</u>
2.24.022	<u>Filling of vacancies.</u>
2.24.023	<u>Removal from office.</u>
2.24.030	<u>Power and duties.</u>
2.24.031	<u>Staff support.</u>
2.24.040	<u>ObjectivesMeetings.</u>
2.24.050	<u>Annual report.</u>
2.24.060	<u>Work plan.</u>

2.24.010 Creationed.

~~There is created a neighborhood improvement commission~~ is hereby created to oversee community beautification and revitalization projects in neighborhoods parks, residences, and public spaces. (Ord. 1055 § 3, 2018; Ord. 773 § 1 (Exh. A), 1990)

2.24.011 Purpose and intent.

~~The purpose and intent of the neighborhood improvement commission shall~~ is to:

A. Work toward the establishment of neighborhood block organizations to encourage citizens to beautify and upgrade their property and landscaping, to remove items that adversely influence property values;

B. To encourage citizens to voluntarily comply with the various city codes relating to the general appearance of the city;

C. To make recommendations to the city council on ways to improve the appearance of the city and ~~to elicit voluntary cooperation to beautify and minimize vandalism in the city;~~

D. To work with service clubs and civic organizations, as appropriate, to help clean up the city and to promote and implement programs which help achieve this goal.

E. Also, to work towards the establishment of neighborhood block organizations to help encourage beautification and reduce vandalism in the neighborhoods;

~~E. To encourage citizens and merchants to decorate their homes and businesses with Christmas decorations during the holiday season and to appropriately display the United States flag on national holidays;~~

F. To conduct administrative hearings pursuant to Chapter 8.30 SMC relating to property maintenance. (Ord. 1055 § 3, 2018; Ord. 773 § 1 (Exh. A), 1990)

2.24.020 Composition and appointment procedure.

~~The commission shall consist of nine~~ seven regular members appointed by the mayor and approved by the city council. The appointed members shall hold office for three years. (Ord. 1067 § 2, 2019; Ord. 1055 § 3, 2018; Ord. 773 § 1 (Exh. A), 1990)

2.24.021 Term of office.

All appointments shall serve for two-year terms. Terms are renewable at the discretion of the mayor with the approval of the city council. ~~Chairperson and vice chair are appointed on an annual basis by the mayor with approval from the city council.~~ An individual may not serve as chair more than four consecutive years. ~~To be eligible for chair, one must have been elected and served as vice chair.~~ (Ord. 1062 § 2, 2019)

2.24.022 Filling of vacancies.

Any vacancy occurring during the term of any member shall be filled for the unexpired term in the same manner in which regular appointments are otherwise made. ~~Except for the initial appointment, the chairperson must have served as vice chair immediately before selection to chairperson NIC. and must have served on the community safety advisory commission for a minimum of one year.~~ (Ord. 2003 § 2, 2021)

the NIC chairperson must have served on the commission for a minimum of one year

2.24.023 Removal from office.

Commission members may be removed for any or no reason, at any time, by majority vote of the city council. If a member of the commission does not attend two consecutive regular meetings of the commission, unless excused by a majority vote of the commission, his/her/their membership shall automatically terminate. (Ord. 2003 § 2, 2021)

2.24.030 Power and ~~d~~Duties.

The neighborhood improvement commission shall have the power ~~be entrusted~~, and it shall be the duty of the commission, to make recommendations to the city council and to advise the council in matters pertaining to general improvement of the neighborhoods within the city. (Ord. 1055 § 3, 2018; Ord. 773 § 1 (Exh. A), 1990)

2.24.031 Staff support.

The ~~Chief Building Official or the City Manager's designee~~ shall serve as staff liaison to the commission. The city manager shall provide or cause to be provided adequate staff assistance and sufficient funding as necessary to enable the commission to fulfill its purpose and duties. The city attorney is the commission's legal advisor. (Ord. 1062 § 2, 2019)

2.24.040 Objectives ~~Meetings~~.

The commission shall meet monthly, but not less than bi-monthly, or when called by the chair. (Ord. 2003 § 2, 2021)

The objectives of the commission shall be as follows:

A. Beautification. ~~To encourage citizens to beautify and upgrade their property and landscaping, and to remove items that adversely influence property values;~~

B. Code Enforcement. ~~To encourage citizens to voluntarily comply with the various city codes relating to the general appearance of the city;~~

C. Recommendations. ~~To make recommendations to the city council on ways to improve the appearance of the city and to elicit voluntary cooperation to beautify and minimize vandalism in the city;~~

D. Community Organizations. ~~To work with service clubs and civic organizations, as appropriate, to help clean up the city and to promote and implement programs which help achieve this goal. Also, to work towards the establishment of neighborhood block organizations to help encourage beautification and reduce vandalism in the neighborhoods;~~

E. Holiday Decorations. ~~To encourage citizens and merchants to decorate their homes and businesses with Christmas decorations during the holiday season and to appropriately display the United States flag on national holidays;~~

F. Conduct Hearings. ~~To conduct administrative hearings pursuant to Chapter 8.30 SMC relating to property maintenance. (Ord. 1055 § 3, 2018; Ord. 773 § 1 (Exh. A), 1990)~~

2.24.050 Annual report.

The neighborhood improvement commission shall submit an annual report to the city council by March 15th of each year. The report shall include a summary of the activities of the preceding year.

2.24.060 Work plan.

Per the requirements of SMC 2.14.080, the neighborhood improvement commission shall submit a work plan to the city council by April 15th of each year. The work plan shall include a description of proposed projects or activities for the coming year.

Chapter 2.26

PLANNING COMMISSION

Sections:

- 2.26.010 Creationed.
- 2.26.020 Composition and terms of office.
- 2.26.030 Powers and duties.
- 2.26.040 Staff support.

2.26.010 Creationed.

There is created a planning commission of the city pursuant to California Government Code Section 65101 et seq. (Ord. 773 § 1 (Exh. A), 1990)

2.26.020 Composition and terms of office.

The planning commission shall consist of seven members ~~regularly. There is an allowable temporary increase to ten members to allow for the existing board of architectural review members to be added to the planning commission. Through attrition, the number will be no more than seven members. The appointed members shall hold office for four years. Members shall be appointed, with the approval of the City Council, to hold office for four years.~~ (Ord. 1094 § 2, 2020; Ord. 773 § 1 (Exh. A), 1990)

2.26.030 Powers and duties.

The planning commission shall have all the powers and perform duties as provided in Government Code Section 65103. It shall be the function and duty of the planning commission to prepare, periodically review and revise, as necessary, the general plan of the city and to implement the general plan through actions including, but not limited to, the administration of specific plans and zoning and subdivision ordinances. The planning commission will also act as the board of architectural review, as it pertains to all references in SMC 17.70.070. (Ord. 1094 § 2, 2020; Ord. 773 § 1 (Exh. A), 1990)

2.26.040 Staff support.

The ~~Community Planning Manager~~ or the City Manager's designee shall serve as staff liaison to the commission. The city manager shall provide or cause to be provided adequate staff assistance and sufficient funding as necessary to enable the commission to fulfill its purpose and duties. The city attorney is the commission's legal advisor. (Ord. 1062 § 2, 2019)

Chapter 2.28

RECREATION PARKS AND PARK RECREATION COMMISSION

Sections:

- 2.28.010 Creationed.
- 2.28.011 Purpose and intent.
- 2.28.020 Composition and ~~terms of office~~ appointment procedure.
- 2.28.021 Term of office.
- 2.28.022 Filling of vacancies.
- 2.28.023 Removal from office.
- 2.28.030 Power and ~~d~~uties.
- 2.28.040 Staff support.
- 2.28.050 Meetings.
- 2.28.060 Annual report.
- 2.28.070 Work plan.

2.28.010 Creationed.

~~There is created a recreation and park-~~ parks and recreation commission is hereby created to develop and improve community services and promote community engagement through various projects, events, and programs. (Ord. 773 § 1 (Exh. A), 1990)

2.28.011 Purpose and intent.

The purpose and intent of the parks and recreation commission is to aid in the development and maintenance of public facilities, community programs and projects, and plan events that will deepen communal relations across many demographics.

2.28.020 Composition and ~~terms of office~~ appointment procedure.

~~The recreation and park~~ parks and recreation commission shall consist of ~~nine~~ seven regular members appointed by the mayor and approved by the city council. The appointed members of the commission shall hold office for three years. (Ord. 1067 § 2, 2019; Ord. 971 § 2, 2008; Ord. 887 § 2, 2000; Ord. 773 § 1 (Exh. A), 1990)

2.28.021 Term of office.

All appointments shall serve for two-year terms. Terms are renewable at the discretion of the mayor with the approval of the city council. ~~Chairperson and vice chair are appointed on an annual basis by the mayor with approval from the city council.~~ An individual may not serve as chair more than four consecutive years. ~~To be eligible for chair, one must have been elected and served as vice chair.~~ (Ord. 1062 § 2, 2019)

2.28.022 Filling of vacancies.

Any vacancy occurring during the term of any member shall be filled for the unexpired term in the same manner in which regular appointments are otherwise made. ~~Except for the initial appointment,~~ the chairperson must have served as vice chair immediately before selection to chairperson and must have served on the Parks and Recreation Commission ~~community safety advisory commission~~ for a minimum of one year. (Ord. 2003 § 2, 2021)

2.28.023 Removal from office.

Commission members may be removed for any or no reason, at any time, by majority vote of the city council. If a member of the commission does not attend two consecutive regular meetings of the commission, unless excused by a majority vote of the commission, his/her/their membership shall automatically terminate. (Ord. 2003 § 2, 2021)

2.28.030 Power and ~~d~~uties.

~~The duties of the recreation and park~~ parks and recreation commission shall have the power to, and it shall be its duty to be to:

A. Act in an advisory capacity to the city council, recreation and the public works directors of community services, the boards of trustees of the school districts and the director of community services in all matters pertaining to parks

and public recreation, and to cooperate with other governmental agencies and civic groups in the advancement of sound park and recreation planning and programming;

~~B. Recommend policies on recreational services and facilities to the director of community services and the city council;~~

~~BC. Consult with the Recreation Ddirector of community services on matters relating to the administration and development of recreation areas, facilities, programs and improved recreation services;~~

~~CD. Make periodic inventories of recreation services that exist or may be needed and interpret the needs of the public to the city council and create annual reports with relevant updates, the school boards of trustees and to the director of community services;~~

~~E. Aid in coordinating recreation services with the programs of other public agencies and voluntary organizations;~~

~~DE. Advise the Recreation-Public Works Ddirector of community services in the preparation of the annual budget and a long-range recreation capital improvement program;~~

~~G. Advise the city council on matters regarding trees, urban forestation endeavors and related resources;~~

~~EH. Develop, keep current, and aid in the facilitation of a long-term plan for the development, conservation and care of urban forest resources in consultation with the public works director;~~

~~I. In collaboration with the city's contractor, develop and review annually the long-range plan for urban forestation, and inform residents regarding tree planting, tree care, and the city's forestry program. (Ord. 938, 2004; Ord. 773 § 1 (Exh. A), 1990)~~

~~I. Develop and review annually a long-range plan for urban forestation;~~

~~J. Review, in cooperation with the city forester, annual plans for urban forestry programs;~~

~~K. Coordinate or conduct planned projects for the advancement of the urban forest;~~

~~L. In collaboration with the city forester, inform residents regarding tree planning, tree care, and forestry programs(Ord. 938, 2004; Ord. 773 § 1 (Exh. A), 1990)~~

2.28.040 Staff support.

~~The Rrecreation Director director and the Ppublic Wworks Ddirector, or the City Manager's designee, shall serve as staff liaisons to the commission. The city manager shall provide or cause to be provided adequate staff assistance and sufficient funding as necessary to enable the commission to fulfill its purpose and duties. The city attorney is the commission's legal advisor. (Ord. 1062 § 2, 2019)~~

2.28.050 Meetings.

~~The commission shall meet monthly, but not less than bi-monthly, or when called by the chair. (Ord. 2003 § 2, 2021)~~

2.28.060 Annual report.

~~The parks and recreation commission shall submit an annual report to the city council by March 15th of each year. The report shall include a summary of the activities of the preceding year.~~

2.28.070 Work plan.

~~Per the requirements of SMC 2.14.080, the parks and recreation commission shall submit a work plan to the city council by April 15th of each year. The work plan shall include a description of proposed projects or activities for the coming year.~~

Chapter 2.32

YOUTH COMMISSION

Sections:

- 2.32.010 Creationed.
2.32.011 Purpose and intent.
2.32.020 Composition and ~~terms of office~~appointment procedure.

2.32.040 Power and ~~d~~Duties.
2.32.050 Staff support.
2.32.060 Meetings.

2.32.010 Creationed.

There is created a youth commission for the city is hereby created to provide a space for the community's youth population to express their needs and desires in a productive manner, and connect with each other and the broader community. (Ord. 773 § 1 (Exh. A), 1990)

2.32.011 Purpose and intent.

The purpose and intent of the youth commission is to:

- A. Promote civic awareness and engagement among the youth population.
- B. Promote programs and procedures to ensure the health and satisfaction of the youth population.
- A- C. Liaise between the police and other city departments to ensure a productive relationship of mutual understanding.

2.32.020 Composition and ~~terms of office~~appointment procedure.

The commission shall consist of ~~eleven~~seven ~~nine~~ members consisting of:

A. Any resident of Seaside in grade ~~six~~seven ~~nine~~ or higher, and under the age of twenty-one, is eligible to serve on the youth commission. A minimum of one commissioner shall be appointed by the city council from each of the following schools: Seaside High School, Monterey High School, ~~King Middle School, Walter Colton Middle School,~~ Central Coast High School, and Cypress High School. The remaining members shall be at large.

B. At-large members shall be citizens of Seaside, and may be students at Monterey Peninsula College, or any of the schools identified in this section. Affiliation with a school is not a prerequisite for appointment as an at-large member.

C. Nomination of student candidates to the youth commission shall be made by the president of the student body of the school represented. The president may nominate him/herself, or any other member of the elected student body, provided said candidate is otherwise qualified to serve. If there are no student body representatives able or willing to serve on the commission, the president of the student body may nominate any qualified student for appointment.

The appointed members of the commission shall hold office for one year. The commission shall also include one nonvoting adult over the age of twenty-one years who shall act in a supporting capacity to the commission to facilitate the meetings and activities of the commission. (Ord. 787 § 1, 1991; Ord. 773 § 1 (Exh. A), 1990)

2.32.040 Power and ~~d~~Duties.

The duties of the youth commission shall be to:

- A. Advise and consult with the mayor, city council, and all city advisory bodies and city officials on matters pertinent to youth and the city;

- B. Inform youth in the community of governmental activities, decisions and civic actions;
- C. Ensure, to the extent possible, that the various needs of the youth in the community are satisfied;
- D. Establish and maintain a positive relationship between police and youth by promoting better understanding of police duties and functions of the law enforcement process within the youth community;
- E. Provide an easily accessible channel of communication between police and youth so that complaints may be heard and acted upon;
- F. Conduct workshops, seminars and rap sessions concerning the need for better understanding between individuals;
- G. Take appropriate measures to ensure the participation of all youth of the city so that a more humane society may evolve in the future. (Ord. 773 § 1 (Exh. A), 1990)

Chapter 2.34

SPECIAL LICENSE AND PERMIT ~~BOARD~~COMMISSION

Sections:

- 2.34.010 Established – Composition.
- 2.34.020 Duties.
- 2.34.030 Rules and regulations.
- 2.34.040 License or permit – Issuance and denial.
- 2.34.050 License or permit – Revocation – Hearing procedure.
- 2.34.060 License or permit – Appeals.

2.34.010 Established – Composition.

There is established a special license and permit ~~board~~commission, consisting of the city manager, police chief, fire chief, chief building ~~official inspector~~ and the planning director, or their designees ~~ates~~. (Ord. 603 § 2, 1982; prior code § 5-303)

2.34.020 Duties.

The ~~board~~commission shall promptly review all applications for licenses or permits which are expressly provided for under other provisions of this code. The ~~board~~commission shall cause an investigation to be made with respect to each application received by it for the purpose of determining whether or not the standards applicable to the license or permit sought have been met. The ~~board~~commission may approve a license or permit subject to reasonable conditions necessary to protect the health, safety, peace, morals, and general welfare of the public. (Ord. 603 § 2, 1982; prior code § 5-304)

2.34.030 Rules and regulations.

The ~~board~~commission shall adopt rules governing procedure relating to its meetings and hearings on revocations of licenses or permits. The ~~board~~commission may also adopt regulations setting forth standard conditions applicable to specific types of licenses or permits which are necessary to protect the health, safety, peace, morals and general welfare of the public. (Ord. 603 § 2, 1982; prior code § 5-305)

2.34.040 License or permit – Issuance and denial.

The ~~board~~commission, upon a finding of a majority of its members that the standards governing issuance of a specific license or permit have been met, shall promptly issue the license or permit to the applicant, subject to reasonable conditions necessary to protect the health, peace, safety, morals, and general welfare of the public. Otherwise, the license or permit shall be denied and written notice thereof shall promptly be transmitted to the applicant. (Ord. 603 § 2, 1982; prior code § 5-306)

2.34.050 License or permit – Revocation – Hearing procedure.

A. Any license or permit issued under this chapter may be revoked by the ~~board~~commission at any time upon a finding of a majority of its members that any conditions of the license or permit have been violated or that any ground exists which would have been a ground for denial of the original license or permit or that the permittee or licensee has knowingly made a material misrepresentation in his application.

B. Prior to revocation of any license or permit, the board shall hold a hearing thereon.

C. Written notice of the hearing shall be transmitted to the licensee or permittee at least five days in advance thereof, and shall state the grounds upon which the proposed revocation is based. The licensee or permittee may present evidence at the hearing and may be represented by counsel.

D. If it appears at the hearing that the alleged violation is correctable, the board shall continue the license or permit, subject to appropriate conditions.

E. Within ten days following the hearing, the board shall notify the licensee or permittee in writing of its decision. (Ord. 603 § 2, 1982; prior code § 5-307)

2.34.060 License or permit – Appeals.

A. An applicant for, or licensee or permittee, may appeal any ~~board~~-commission decision by filing a written appeal along with a fee in accordance with the fee schedule on file in the City Hall with the city clerk not later than five days following receipt of written notice of the board's decision.

B. The city clerk shall schedule the appeal for the next meeting of the city council.

C. The city council shall hear the appeal. The evidence presented shall be restricted to that presented to the board, unless the city council, by motion, holds a de novo hearing. (Ord. 603 § 2, 1982; prior code § 5-308)

Chapter 2.37

~~TRANSPORTATION~~ TRAFFIC ADVISORY COMMITTEE

Sections:

- 2.37.010 ~~Established—Composition, Creation.~~
- 2.37.011 ~~Purpose and intent.~~
- 2.37.012 ~~Composition and appointment procedure.~~
- 2.37.020 ~~Term of office.~~
- 2.37.021 ~~Filling of vacancies.~~
- 2.37.023 ~~Removal from office.~~
- 2.37.030 ~~Quorum and mMeetings.~~
- 2.37.040 ~~Power and dDuties.~~
- 2.37.050 ~~Staff support.~~
- 2.37.060 ~~Annual report.~~
- 2.37.070 ~~Work plan.~~

2.37.010 ~~Established—Composition, Creation.~~

~~There is established a traffic advisory committee is hereby created to ensure the regulation of traffic laws and respond to traffic concerns brought forward by the public, to serve without compensation, consisting of one councilmember, who shall be the chairman, the director of public works, who shall be the vice-chairman, the chief of police, the director of community development, and the fire chief, or their designees. (Ord. 746 § 1, 1988)~~

2.37.011 ~~Purpose and intent.~~

~~The purpose and intent of the traffic advisory committee is to provide a space for the public to express traffic concerns and complaints, regulate compliance with traffic laws, and ensure street and highway safety.~~

2.37.012 ~~Composition and appointment procedure.~~

~~The commission shall be comprised of four members serve without compensation, consisting of one councilmember, who shall be the chairman, the director of public works, who shall be the vice-chairman, the chief of police, community development planning manager the director of community development, the fire chief and the fire chief, or their designees. (Ord. 746 § 1, 1988)~~

2.37.020 ~~Term of office.~~

~~A. The councilmember shall be appointed for a two-year term by the mayor with the advice and consent of the city council.~~

~~B. The terms of the director of public works, chief of police, director of community development and fire chief shall be for the duration of, and concurrent with, their respective service in office. (Ord. 746 § 1, 1988)~~

2.37.021 ~~Filling of vacancies.~~

~~Any vacancy occurring during the term of any member shall be filled for the unexpired term in the same manner in which regular appointments are otherwise made. Except for the initial appointment, the chairperson must have served as vice-chair immediately before selection to chairperson and must have served on the community safety advisory commission for a minimum of one year. (Ord. 2003 § 2, 2021)~~

2.37.022 ~~Removal from office.~~

~~Commission members may be removed for any or no reason, at any time by the City Manager, except for the councilmember, who may be removed by majority vote of the city council. (Ord. 2003 § 2, 2021)~~

2.37.030 ~~Quorum and mMeetings.~~

~~Three members shall constitute a quorum. Failure to achieve a majority vote of members present shall constitute a denial of the proposed action. Meetings shall be held at the call of the chairman or at such times as the committee may determine. All committee meetings shall be open to the public, and minutes thereof shall be maintained. The commission shall meet not less than bi-monthly, or when called by the chair. (Ord. 746 § 1, 1988)~~

2.37.040 Power and duties.

The traffic advisory committee shall have the power to, and it shall be its duty to:

A. Be considered advisory to the city council, redevelopment agency, planning commission, or appropriate city departments. The committee is authorized and it shall have the duty:

B. To review all requests for traffic safety regulatory or control devices, signs and markings, and to make studies and recommendations to the city council, planning commission or appropriate city department, with respect to all matters pertaining to traffic regulation, traffic circulation and traffic safety including traffic laws, parking and speed regulations, crosswalks, stop signs, traffic control devices and signals, street lights, school crossings, signing, pavement marking and other related matters;

C. To study any unsafe or malfunctioning traffic condition and to recommend solutions to such conditions;

D. To assist the staff, planning commission, redevelopment agency and city council in short- and long-range transportation planning within the city, including review of and recommendations concerning streets and highways master planning, capital improvement projects and related matters;

E. To review and answer complaints concerning traffic safety conditions;

F. To perform such other functions as the city council may request from time to time. (Ord. 746 § 1, 1988)

2.37.050 Staff support.

The Public Works Director and City Engineer, or the City Manager's designee, shall serve as the staff liaisons for the commission. The city manager shall provide or cause to be provided adequate staff assistance and sufficient funding as necessary to enable the commission to fulfill its purpose and duties. The city attorney is the commission's legal advisor. (Ord. 1062 § 2, 2019)

2.37.060 Annual report.

The traffic advisory commission shall submit an annual report to the city council by March 15th of each year. The report shall include a summary of the activities of the preceding year.

2.37.070 Work plan.

Per the requirements of SMC 2.14.080, the traffic advisory commission shall submit a work plan to the city council by April 15th of each year. The work plan shall include a description of proposed projects or activities for the coming year.



CITY OF SEASIDE STAFF REPORT

Item No.: 9.B.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Paul Blaha, Deputy Fire Chief

DATE: May 1, 2025

SUBJECT: INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE AMENDING CHAPTER 15.04 BY ADDING SECTION 15.04.190 DESIGNATING FIRE HAZARD SEVERITY ZONES. THIS PROJECT IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO SECTION 15061(B)(3) OF THE CEQA GUIDELINES (FIRST READING - ROLL CALL VOTE)

RECOMMENDATION

Recieve public hearing and conduct the first reading.

BACKGROUND

The State of California, through the California Department of Forestry and Fire Protection (CAL FIRE), is responsible for classifying areas of the state into Fire Hazard Severity Zones (FHSZ) based on scientific data and modeling of fire behavior, fuel loading, weather patterns, and topographic features. These classifications are part of a broader statewide effort to assess and reduce wildfire risk.

Pursuant to Government Code Sections 51175–51189, local jurisdictions are required to identify, adopt, and enforce Moderate, High, and Very High Fire Hazard Severity Zones (VHFHSZ) within Local Responsibility Areas (LRA). These designations are used to implement defensible space regulations, apply fire-resistant building standards (California Building Code Chapter 7A), and guide community wildfire mitigation strategies.

CAL FIRE recently completed an update to the FHSZ maps for LRAs, which includes the City of Seaside. The updated map designates areas within the city as Moderate, High,

or Very High fire hazard zones. These updated designations reflect the latest data and modeling and will serve as the foundation for future fire prevention policies and enforcement.

The City of Seaside held a duly noticed public meeting on April 24, 2025, to present the updated FHSZ map, solicit public input, and consider its implications for public safety and future development. The adoption of the updated map enhances public safety by:

- Identifying areas of elevated fire risk
- Providing a basis for applying Chapter 7A of the California Building Code to new development in Very High and High FHSZs
- Supporting community wildfire preparedness, response, and education efforts
- Enabling coordination with CAL FIRE and other agencies on defensible space and mitigation enforcement

The adoption of the updated FHSZ map is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), the "common sense exemption." The map adoption itself does not authorize or require any specific development activity, nor does it have the potential to cause a significant effect on the environment.

FISCAL IMPACT

There is no direct fiscal impact associated with the adoption of the FHSZ maps. However, future development and permitting processes within designated zones may require additional compliance measures, which would be funded through existing permitting and inspection fee structures.

ATTACHMENTS

1. Fire Hazard Ordinance
2. FHSZ_City_LRA_11x17_Seaside (1)
3. LRA-Legislation-Factsheet---Flipbook-combined (1)
4. CAL FIRE - OSFM - Transmittal Letter LRA FHSZ - Phase 3 - 3.4.25

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

ORDINANCE NO. XXXX

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE,
CALIFORNIA, AMENDING CHAPTER 15.04 BY ADDING SECTION 15.04.190
DESIGNATING THE FIRE HAZARD SEVERITY ZONES FOR LOCAL
RESPONSIBILITY AREAS (LRA) AS RECOMMENDED BY THE CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE)**

WHEREAS, the State of California, through the California Department of Forestry and Fire Protection (CAL FIRE), is responsible for classifying areas of the state into Fire Hazard Severity Zones (FHSZ) based on scientific data and modeling of fire behavior, fuel, weather, and topography; and

WHEREAS, Government Code Section [51179](#) requires “A local agency shall designate, by ordinance, moderate, high, and very high fire hazard severity zones in its jurisdiction within 120 days of receiving recommendations from the State Fire Marshal pursuant to Section 51178; and

WHEREAS, CAL FIRE completed and transmitted updated recommendations from the State Fire Marshal identifying moderate, high and very high fire severity zones on an update to the Fire Hazard Severity Zone Map on or about March 10, 2025; and

WHEREAS, adoption of the updated FHSZ map enhances public safety by providing the basis for implementing defensible space regulations, fire-resistant building standards (California Building Code Chapter 7A), and community wildfire preparedness efforts (collectively, Chapter 49 of the Fire Code); and

WHEREAS, the City of Seaside posted the information publicly about the new FHSZ on April 1, 2025, on April 17, 2025 made a presentation at a duly noticed public meeting and held a community workshop on April 24, 2025 and on May 1, 2025 held a public hearing allowing for public input and consideration of the FHSZ map and its implications; and

WHEREAS, the adoption of the FHSZ map is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), the “common sense exemption,” as the ordinance itself does not have the potential to cause a significant effect on the environment.

**NOW, THEREFORE, THE CITY OF SEASIDE, CALIFORNIA, DOES ORDAIN
AS FOLLOWS:**

SECTION 1. Seaside Municipal Code Chapter Section 15.04.190 amended in whole to read as follows:

"The City hereby adopts moderate, high, and very high fire hazard severity zones as depicted on the map from the State Fire Marshall dated March 10, 2025 for the land within the local responsibility area of the City of Seaside."

SECTION 2. The City Council hereby adopts the updated Fire Hazard Severity Zones (FHSZ) map for Local Responsibility Areas (LRA) within the City of Seaside, as prepared and finalized by CAL FIRE in 2024, which classifies certain areas of the city as Moderate, High, or Very High fire hazard severity zones.

SECTION 3. The City Manager or designee is hereby directed within thirty (30) days to transmit a copy of this ordinance and a map to the Board of Forestry and Fire Protection. The City Manager or his designee is further authorized and directed to take all necessary steps to implement the provisions of this Ordinance and incorporate the adopted FHSZ map into applicable City programs, regulations, and development review procedures.

SECTION 4. This Ordinance is exempt from CEQA under the common sense exemption set forth in Section 15061(b)(3) of the CEQA Guidelines.

SECTION 5. This Ordinance shall take effect thirty (30) days after its final passage and shall be published in accordance with applicable law.

SECTION 6. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

INTRODUCED at a regular meeting of the City Council of the City of Seaside, Seaside, State of California, held on the 1st day of May 2025.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 1st day of May 2025, 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

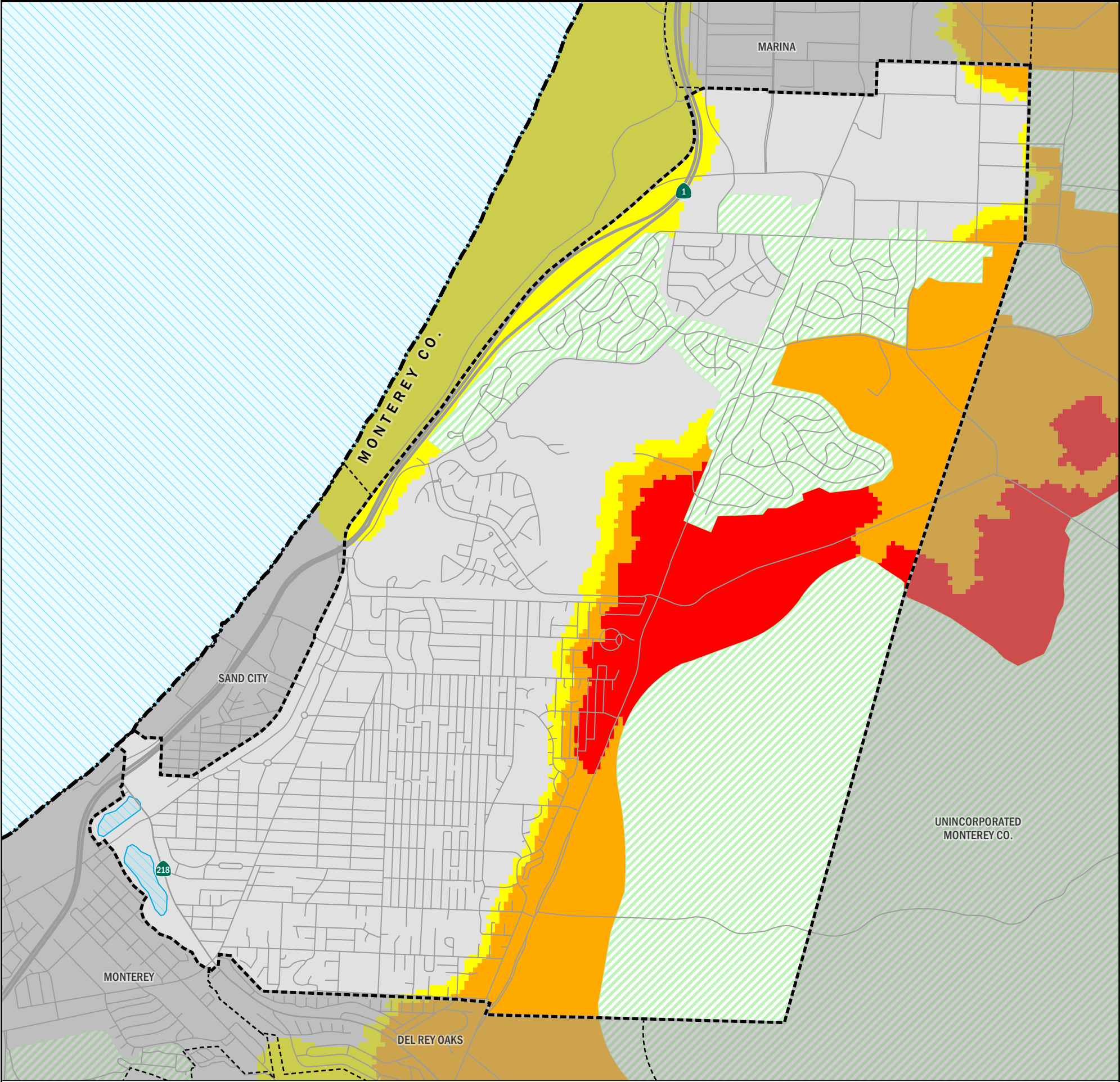
APPROVED TO FORM:

Sheri L. Damon, City Attorney



Local Responsibility Area Fire Hazard Severity Zones

As Identified by the
State Fire Marshal
March 10, 2025



Fire Hazard Severity Zones (FHSZ) in Local Responsibility Area (LRA), as Identified by the State Fire Marshal

Very High High Moderate



Projection: NAD 83 California Teale Albers
Scale: 1:29,000 at 11" x 17"

-  Incorporated City
-  Waterbody
-  Unzoned LRA
-  Federal Responsibility Area (FRA)

Government Code section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent

statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather,

and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

The State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, or consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps.

Gavin Newsom, Governor, State of California
Wade Crowfoot, Secretary for Natural Resources, CA Natural Resources Agency
Joe Tyler, Director/Fire Chief, CA Department of Forestry and Fire Protection
Daniel Berlant, State Fire Marshal, CA Department of Forestry and Fire Protection

Data Sources:
CAL FIRE Fire Hazard Severity Zones (FHSZSRA23_3, FHSZLRA_25_1)
CAL FIRE State Responsibility Areas (SRA25_1)
City and County boundaries as of 10/22/24 (CA Board of Equalization)



Fire Hazard Severity Zones Local Responsibility Area

Fire Hazard Severity Zones

What is a Fire Hazard Severity Zone?

The State Fire Marshal shall identify areas in the State as Moderate, High, and Very High Hazard Severity Zones based on consistent statewide criteria and the severity of fire hazard that is expected to prevail in those areas. – [CA GOV 51178](#)

When did Fire Hazard Severity Zones begin in Local Responsibility Area?

Assembly Bill 337 (Bates 1992), prompted by the devastating Oakland Hills fire of 1991, calls for CAL FIRE to evaluate fire hazard severity in local responsibility area and to make a recommendation to the local jurisdiction where Very High FHSZ exist. – [CA GOV 51175](#)

What do Fire Hazard Severity Zones measure?

The maps evaluate "Hazard", not "Risk". Hazard is based on physical conditions that create expected fire behavior over a 50-year period without considering short-term modifications. Risk is the potential damage a fire can do to the area under existing conditions, including fuel reduction projects, defensible space, and ignition resistant building construction. – osfm.fire.ca.gov/fhsz

Will the new Fire Hazard Severity Zone maps affect my insurance?

Insurance companies use risk models, which differ from hazard models, because they consider the susceptibility of a structure to damage from fire and other short-term factors that are not included in hazard modeling. Insurance risk models incorporate additional factors that change more frequently than those that CAL FIRE includes in its hazard mapping, which is built to remain steady.

– [California Department of Insurance](#)

What are the requirements within Fire Hazard Severity Zones?

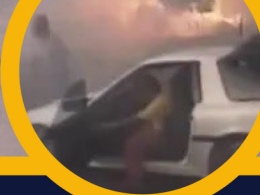
- Materials and Construction Methods for Exterior Wildfire Exposure – [CBC Chapter 7A](#)
- Natural hazard real estate disclosure at the time of sale – [CA CIV 1102.19 \(AB 38 2019\)](#)
- 100-foot defensible space clearance requirements – [CA GOV 51182](#)
- Property development standards such as road widths, water supply, and signage – [CA PRC 4290](#)
- Consideration during future development of Cities and Counties General Plan – [CA GOV 65302](#)

1980



Panorama Fire burns 28,800 acres, destroying 325 structures and resulting in 4 fatalities in San Bernardino.

1991



Tunnel Fire burns 1,600 acres, destroying 2,900 structures and resulting in 25 fatalities in the Oakland Hills.

PRC 4201 mandates that CAL FIRE develop Fire Hazard Severity Zones.

1982

Fire Hazard Severity Zone maps are created.

1985

The "Bates Bill" calls for CAL FIRE to identify Very High Fire Hazard Severity Zones in LRA.

1992

Frequently Asked Questions



Is there an easy way to determine the Fire Hazard Severity Zone of my property?

You can search by address to find your current designation on the website: osfm.fire.ca.gov/fhsz

Why are Fire Hazard Severity Zones being updated?

The hazard maps are being updated to more accurately reflect the zones in California that are susceptible to wildfire. The process will incorporate new science in local climate data and improved fire assessment modeling in determining hazard ratings. – [PRC 4125](#) and [GC 51178](#)

What are the key elements of the Fire Hazard Severity Zone Model?

The model has two key elements: probability of an area burning and expected fire behavior under extreme fuel and weather conditions. The factors considered in determining fire hazard within wildland areas is fire history, flame length, terrain, local weather, and potential fuel over a 50-year period. Outside of wildlands, the model considers factors that might lead to buildings being threatened, including terrain, weather, urban vegetation cover, blowing embers, proximity to wildland, fire history, and fire hazard in nearby wildlands. This is not a structure loss model, as key information regarding structure ignition is not included. – osfm.fire.ca.gov/fhsz

Why does the model place an emphasis on the spread of embers?

Embers spread wildfire because they can travel long distances in the wind and ignite vegetation, roofs, attics (by getting into vents), and decks. – osfm.fire.ca.gov/fhsz

What is the difference between SRA and LRA?

State Responsibility Area (SRA) is a legal term defining the area where the State has financial responsibility for wildland fire protection and prevention. – [CA PRC 4102](#)

Local Responsibility Area (LRA) includes incorporated cities, urban regions, agriculture lands, and portions of the desert where the local government is responsible for wildfire protection. – [CA PRC 4125](#)

How are Fire Hazard Severity Zones determined in Local Responsibility Areas?

CAL FIRE uses an extension of the state responsibility area Fire Hazard Severity Zone model as the basis for evaluating fire hazard in Local Responsibility Area. The Local Responsibility Area hazard rating reflects flame and ember intrusion from adjacent wildlands and from flammable vegetation in the urban area.

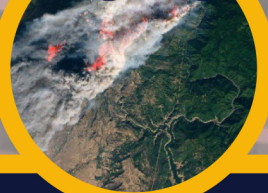
– [PRC 4202](#) and [GC 51178](#)

2017



Tubbs Fire burns 36,810 acres, destroying 5,643 structures and resulting in 22 fatalities in Santa Rosa.

2018



Camp Fire burns 153,336 acres, destroying 18,804 structures and resulting in 85 fatalities in Paradise.

CAL FIRE finalizes the Statewide FHSZ Model to include Very High FHSZ in LRA.

2007

AB 642 and SB 63 require CAL FIRE to identify Moderate and High FHSZ in LRA.

2021

AB 211 requires local agency to designate by ordinance Moderate and High FHSZ in LRA.

2022

FHSZ Frequently Asked Questions



General

What is a Fire Hazard Severity Zone or FHSZ?

[Public Resource Code 4202](#); The State Fire Marshal shall classify lands within State Responsibility Areas into Fire Hazard Severity Zones. Each zone shall embrace relatively homogeneous lands and shall be based on fuel loading, slope, fire weather, and other relevant factors present, including areas where winds have been identified by the department as a major cause of wildfire spread.

[Government Code 51178](#); The State Fire Marshal shall identify areas in the state as Moderate, High, and Very High Fire Hazard Severity Zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, High, and Very High Fire Hazard Severity Zones shall be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

Will the new Fire Hazard Severity Zones affect my ability to get or maintain insurance?

Insurance companies use risk models, which differ from hazard models, because they consider the susceptibility of a structure to damage from fire and other short-term factors that are not included in hazard modeling. It is unlikely that insurance risk models would utilize CAL FIRE Fire Hazard Severity Zones as a factor, but much of the same data that is used in the Fire Hazard Severity Zone model are likely included in the insurance companies' risk models. However, insurance risk models incorporate many additional factors and that change more frequently than those that CAL FIRE includes in its hazard mapping, which is built to remain steady for the next 10+ years.

What do Fire Hazard Severity Zones measure?

The Fire Hazard Severity Zone map reflects "hazard," not "risk". The map is like flood zone maps, where lands are described in terms of the probability level of a particular area being inundated by floodwaters, and not specifically prescriptive of impacts.

"Hazard" is based on the physical conditions that create a likelihood and expected fire behavior over a 30 to 50-year period without considering mitigation measures such as home hardening, recent wildfire, or fuel reduction efforts.

"Risk" is the potential damage a fire can do to the area under existing conditions, accounting for any modifications such as fuel reduction projects, defensible space, and ignition resistant building construction.



General

What are the key elements of the Fire Hazard Severity Zone model?

The fire hazard severity model for wildland fire has two key elements: probability of an area burning and expected fire behavior under extreme fuel and weather conditions. The zones reflect areas that have similar burn probabilities and fire behavior characteristics. The factors considered in determining fire hazard within wildland areas are fire history, flame length, terrain, local weather, and potential fuel over a 50-year period. Outside of wildlands, the model considers factors that might lead to buildings being threatened, including terrain, weather, urban vegetation cover, blowing embers, proximity to wildland, fire history, and fire hazard in nearby wildlands. FHSZs are not a structure loss model, as key information regarding structure ignition (such as roof type, etc.) is not included.

Where do Fire Hazard Severity Zones apply?

Fire Hazard Severity Zones are found in areas where the state has financial responsibility for wildfire protection and prevention, called the State Responsibility Area. More than 31 million acres are in this area. Under [Senate Bill 63 \(Stern, 2021\)](#), [Government Code 51178](#) was amended to also identify the Moderate and High Fire Hazard Severity Zones with the Very High in Local Responsibility Area (LRA).

What are the uses of Fire Hazard Severity Zones?

The zones are used for several purposes including to designate areas where California's defensible space standards and wildland urban interface building codes are required. They can be a factor in real estate disclosure, and local governments may consider them in their general plan.

When were the maps last updated?

In 2007, CAL FIRE updated the FHSZs for the entire State Responsibility Area (SRA). Between 2008-2011 the department worked with local governments to make recommendations of the Very High Fire Hazard Severity Zones within Local Responsibility Area (LRA).

Why are fire hazard severity maps being updated?

The hazard maps are being updated to more accurately reflect the zones in California that are susceptible to wildfire. The hazard mapping process will incorporate new science in local climate data and improved fire assessment modeling in determining hazard ratings.

FHSZ Frequently Asked Questions



General

How do the Fire Hazard Severity Zone Maps differ from California Public Utilities Commission (CPUC) High Fire Threat District Maps?

The California Public Utilities Commission (CPUC) sponsored map, known as "CPUC High Fire Threat District Map" (HFTD), includes similar factors as those in the FHSZ maps, however the CPUC HFTD Map is designed specifically for identifying areas where there is an increased risk for utility associated wildfires. As such, the CPUC map includes fire hazards associated with historical powerline-caused wildfires, current fuel conditions, and scores areas based on where fires start, as opposed to where potential fires may cause impacts.

How are Fire Hazard Severity Zones determined?

CAL FIRE used the best available science and data to develop, and field test a model that served as the basis of zone assignments. The model evaluated the probability of the area burning and potential fire behavior in the area. Many factors were included such as fire history, vegetation, flame length, blowing embers, proximity to wildland, terrain, and weather.

What new data will be included in the new model, and how does this differ from the previous model?

A 2 km grid of climate data covering the years 2003-2018 is being used in the update. The previous model used stock weather inputs across the state to calculate wildland fire intensity scores. The updated model will adjust fire intensity scores based on the most extreme fire weather at a given location, considering temperature, humidity, and wind speed. In addition, ember transport is being modeled based on local distributions of observed wind speed and direction values instead of using a generic buffer distance for urban areas adjacent to wildlands.

Why is my property in a different zone than the adjacent area, which looks similar?

In wildland areas, zone edges are a result of the way zones are delineated. Specifically, zones represent areas of similar slope and fuel potential. Zone boundaries divide zones based on geographic and vegetation features that align with fire hazard potential; although, at a local scale, it may appear that the immediate area is similar on both sides of the edge. The class value within a zone is based on the average hazard score across the whole zone, so areas that are in the same zone but not immediately adjacent to a local area can have an influence on the final zone classification. Classification outside of wildland areas is based on the fire hazard of the adjacent wildland and the probability of flames and embers threatening buildings.

FHSZ Frequently Asked Questions



General

Why does the model place an emphasis on the spread of embers?

Embers spread wildfire because they can travel long distances in the wind and ignite vegetation, roofs, attics (by getting into vents), and decks.

Why do waterbodies have a Fire Hazard Severity Zone Classification?

All areas in State Responsibility Area, including water bodies, require a Fire Hazard Severity Zone designation. The 2007 FHSZ maps zoned all water as Moderate by default. In the 2023 FHSZ model we added a buffer of FHSZ from the surrounding wildland into water bodies to account for potential threat of embers to buildings on docks and house boats, as well as variation in reservoir height that occurs with drought.

How does CAL FIRE assist Local Governments in Fire Hazard Severity Zones?

CAL FIRE's Land Use Planning Program is a specialized unit that provides support to local governments by providing fire safety expertise on the State's wildland urban interface building codes, wildfire safety codes, as well as helping in the development of the safety elements in general plans.

How can I search the Fire Hazard Severity Zone of a property?

You can search by address to find your current designation on the web at: osfm.fire.ca.gov/FHSZ



State Responsibility Area

What is State Responsibility Area or SRA?

SRA is a legal term defining the area where the state has financial responsibility for wildland fire protection and prevention. Incorporated cities and federal ownership are not included. Within the SRA, CAL FIRE is responsible for fire prevention and suppression. There are more than 31 million acres in SRA, with an estimated 1.7 million people and 800,000 existing homes.

How is State Responsibility Area determined?

The Board of Forestry and Fire Protection (Board) classifies land as State Responsibility Area. The legal definition of SRA is found in the [Public Resources Code Section 4125](#). The Board has developed detailed procedures to classify lands as State Responsibility Area. Lands are removed from SRA when they become incorporated by a city, change in ownership to the federal government, become more densely populated, or are converted to intensive agriculture that minimizes the risk of wildfire. While some lands are removed from SRA automatically, the Board typically reviews changes every five years.

What Fire Hazard Severity Zones are in State Responsibility Area?

All of the State Responsibility Area is in a Fire Hazard Severity Zone. Lands are either ranked as Moderate, High or Very High Fire Hazard Severity Zones.

What are the wildland urban interface (WUI) building codes in State Responsibility Area?

The WUI building codes ([California Building Code \(CBC\) Chapter 7A](#)) reduce the risk of embers fanned by wind-blown wildfires from igniting buildings. The codes for roofing, siding, decking, windows, and vents apply throughout all State Responsibility Area regardless of the fire hazard severity ranking. Ember-resistant building materials can be found at: <https://osfm.fire.ca.gov/divisions/fire-engineering-and-investigations/building-materials-listing/>



State Responsibility Area

What is the difference between the various Fire Hazard Severity Zones?

Classification of a wildland zone as Moderate, High or Very High Fire Hazard is based on the average hazard across the area included in the zone, which have a minimum size of 200 acres. In wildlands, hazard is a function of modeled flame length under the worst conditions and annual burn probability. Both these factors generally increase with increasing hazard level, but there may be instances where one value is Very High and the other is low, pushing the overall hazard into a more intermediate ranking. On average, both modeled flame length and burn probability increase by roughly 40-60% between hazard classes.

Is the GIS data for Fire Hazard Severity Zones available for download?

The data inputs used to develop the Fire Hazard Severity Zones are identified in the Initial Statement of Reasons (ISOR) Title 19 Development (ca.gov). CAL FIRE has developed an additional data package which consists of sequential modeling steps, including any data inputs that were not already publicly available and referenced in the ISOR. The data package encompasses 34 spatial datasets and 8 tables, provided in raster, polygon, and table format. These datasets are formatted for Esri ArcGIS software, except for four tables provided in Excel. Ten of the datasets are updated versions used to produce an edited SRA FHSZ map following the public comment period that ended April 4, 2023. Upon formal adoption of the FHSZ map, the final SRA FHSZ geospatial data file will become available. The data package is available on the FHSZ website Fire Hazard Severity Zones (ca.gov) under the science and methods banner.



Local Responsibility Area

What is Local Responsibility Area or LRA?

Local Responsibility Areas (LRA) are incorporated cities, urban regions, agriculture lands, and portions of the desert where the local government is responsible for wildfire protection. This is typically provided by city fire departments, fire protection districts, counties, and by CAL FIRE under contract.

When did Fire Hazard Severity Zones begin in Local Responsibility Area?

Assembly Bill 337 (Bates, 1992) prompted by the devastating Oakland Hills Fire of 1991, calls for CAL FIRE to evaluate fire hazard severity in Local Responsibility Area and to make a recommendation to the local jurisdiction where Very High FHSZ exist. [Government Code 51175](#) then provides direction for the local jurisdiction to take appropriate action.

How are Fire Hazard Severity Zones determined in Local Responsibility Areas?

CAL FIRE uses an extension of the State Responsibility Area Fire Hazard Severity Zone model as the basis for evaluating fire hazard in Local Responsibility Area. The Local Responsibility Area hazard rating reflects flame and ember intrusion from adjacent wildlands and from flammable vegetation in the urban area.

What are the requirements for landowners in Fire Hazard Severity Zones in Local Responsibility Areas?

California's WUI building codes ([CBC Chapter 7A](#)) apply to the design and construction of new buildings located in High and Very High FHSZs in Local Responsibility Areas. Local ordinances may require ignition resistant construction for remodel projects. Check with your local building department to determine which ignition resistant building codes apply to your project. In addition, Government Code Section 51182 calls for defensible space clearance and other wildland fire safety practices for buildings. Owners are also required to make a natural hazard disclosure as part of a real estate transfer. For information regarding home hardening and defensible space clearance, visit www.readyforwildfire.org.

Does the designation of Very High Fire Hazard Severity Zones in the Local Responsibility Area trigger the 100-foot clearance requirement?

Yes, per [Government Code 51182](#) unless a local government has passed a more stringent requirement, the 100-foot defensible space clearance applies. For information regarding home hardening and defensible space clearance, visit www.readyforwildfire.org.



Local Responsibility Area

What is the process for developing Fire Hazard Severity Zones in the Local Responsibility Area?

CAL FIRE uses the same modeling data that is used to map the State Responsibility Area. The map, along with a model ordinance, are then sent to the governing body for adoption.

How are the new Fire Hazard Severity Zones impacting development?

Many of the changes expanding Fire Hazard Severity Zones in Local Responsibility Areas have been supported by the building industry. CAL FIRE works closely with the building industry when setting various building codes and defensible space requirements, so we are working together to not affect development itself but to make sure development matches the hazards of that area.

When will the Local Responsibility Area Map be released?

The Local Responsibility Area map process will happen after the State Responsibility Area process has been completed, which is estimated to occur in winter of 2025.

Why haven't Moderate and High Fire Hazard Severity Zone classes been classified before in the Local Responsibility Area?

New legislation, [Senate Bill 63 \(Stern, 2021\)](#), now requires the adoption of all three Fire Hazard Severity Zone classes in the Local Responsibility Area. Previously only Very High Fire Hazard Severity Zones were required for adoption in Local Responsibility Areas.

Why is my property in a different zone than the adjacent area, which looks similar?

In non-wildland areas, zone edges occur based on distance to the wildland edge. Because hazard in these areas is largely determined by incoming embers from adjacent wildland, urban areas that are similar in vegetation type and housing density may have a change in FHSZ class as the distance to the wildland edge increases. Areas immediately adjacent to wildland receive the same FHSZ score as that wildland where fire originates, and the model then produces lower scores as the distance to wildland edge increases.

LRA Legislation Factsheet



Assembly Bill No.337

An act to add Chapter 6.8 (commencing with Section 51175) to Part 1 of Division 1 of Title 5 of the Government Code, and to amend Section 13108.5 of the Health and Safety Code, relating to fire protection.

[Enrolled, January 28, 1991]

AB 337, Bates. Very high fire hazard severity zones.

- (1) Under existing law, the State Board of Forestry is required to classify all lands within the state, in accordance with prescribed criteria, for the purpose of determining areas in which the financial responsibility of preventing and suppressing fires is primarily the responsibility of the state.

This bill would declare that the prevention of fires is not a municipal affair but is instead, a matter of statewide concern, and would make a finding and declaration of the Legislature that its provisions apply to all local agencies, including, but not limited to, charter cities, charter counties, and charter cities and counties. The bill would prohibit that finding from limiting the authority of a local agency, as defined, from imposing more restrictive fire and panic safety requirements, as otherwise authorized by law.

The bill would state that it is not the intent of the Legislature to limit or restrict the authority of a local agency to impose more restrictive fire and panic safety requirements, as otherwise authorized by law.

This bill would require the Director of Forestry and Fire Protection to identify areas in the state as very high fire hazard severity zones within all counties pursuant to a prescribed schedule. The bill would require local agencies, as defined, to designate, by ordinance, very high fire hazard severity zones in their jurisdiction after receiving recommendations from the director, except as prescribed. The bill would authorize local agencies to include or exclude areas following certain findings and would require changes made by local agencies to be final and not rebuttable by the director. By requiring local agencies to designate very high fire hazard severity zones within their jurisdictions, this bill would impose a state-mandated local program. The bill would require the State Fire Marshal to prepare and adopt a model ordinance that provides for the establishment of any high fire hazard security zones.

LRA Legislation Factsheet



Assembly Bill No.337 (Continued)

- (2) Under existing law, any person who owns, leases, controls, operates, or maintains any building or structure in, upon, or adjoining any mountainous area or forest-covered lands, brush-covered lands, or grass-covered lands, or any land that is covered with flammable material, is required to undertake specified fire protection measures, including the maintenance of specified firebreaks.

The bill would enact requirements of this nature for any person who owns, leases, controls, operates, or maintains, any occupied dwelling or occupied structure in, upon, or adjoining any mountainous area, forest-covered land, brush-covered land, grass-covered land, or land covered with flammable material, which area or land is within a very high fire hazard severity zone, as described in (1).

The bill would authorize local agencies to exempt certain structures and would exempt certain land or water areas.

The bill would make violation of these requirements an infraction or misdemeanor, as specified, thereby imposing a state-mandated local program by creating a new crime, and would specify related matters.

This bill would require local agencies to notify owners of property of violation and would authorize local agencies to correct the conditions and make a lien upon the property, as prescribed. By creating these requirements, this bill would impose a state-mandated local program.

The bill would permit a violation of these requirements to be considered a public nuisance, as specified.

- (3) Existing law requires the State Fire Marshal to adopt, amend, and repeal regulations for roof coverings and openings into the attic areas of buildings in those fire hazard severity zones in state responsibility lands as designated by the director. Existing law requires the director to classify lands within state responsibility areas into fire hazard severity zones.

This bill would instead require the State Fire Marshal to propose, and would require the State Building Standards Commission to adopt, amend, and repeal those regulations. The bill would also require the State Fire Marshal to propose, and would require the State Building Standards Commission to adopt, amend, and repeal, those regulations for buildings in very high fire hazard severity zones in state responsibility lands, designated by the director, and in very high fire hazard severity zones as described in (1). The bill would require roofs on all new buildings and certain existing buildings in both of those zones to be at least a class B roof that complies with Standard 32-7 of the Uniform Building Code, as adopted in the California Building Standards Code. The bill would impose requirements on installers and roofing materials and make other related changes. The bill would exempt historic buildings, as defined, from these provisions.

LRA Legislation Factsheet



Senate Bill No.63

CHAPTER 382

An act to amend Sections 51177, **51178, 51178.5**, 51182, and 51189 of the **Government Code**, to amend Section 13108.5 of the Health and Safety Code, and to amend Sections 4124.5 and 4291 of, and to add and repeal Sections 4123.8, 4291.5, and 4291.6 of, the Public Resources Code, relating to fire prevention.

[Approved by Governor September 28, 2021. Filed with Secretary of State September 28, 2021.]

SB 63, Stern. Fire prevention: vegetation management: public education: grants: defensible space: fire hazard severity zones.

- (1) Existing law requires the Director of Forestry and Fire Protection to identify areas of the state as very high fire hazard severity zones based on specified criteria. Existing law requires a local agency, within 30 days after receiving a transmittal from the director that identifies very high fire hazard severity zones, to make the information available for public review, as provided. This bill, among other things, would also require the director to identify areas of the state as moderate and high fire hazard severity zones. The bill would modify the factors the director is required to use to identify areas into fire hazard severity zones, as provided. The bill would require a local agency to make this information available for public review and comment, as provided. By expanding the responsibility of a local agency, the bill would impose a state-mandated local program.

This bill would also make conforming changes.

- (2) Existing law requires a person who owns, leases, controls, operates, or maintains an occupied dwelling or structure in, upon, or adjoining a mountainous area, forest-covered land, brush-covered land, grass-covered land, or land that is covered with flammable material that is within a very high fire hazard severity zone, as designated by a local agency, or a building or structure in, upon, or adjoining those areas or lands within a state responsibility area, to maintain a defensible space of 100 feet from each side and from the front and rear of the structure, as specified. Existing law authorizes a greater distance than specified above on the specified land in a very high fire hazard severity zone. Existing law specifies that clearance beyond the property line may only be required if state law, local ordinance, rule, or regulation includes certain findings and specifies that clearance on adjacent property shall only be conducted following written consent by the adjacent landowner.

LRA Legislation Factsheet



Amended by Senate Bill No.63

Government Code 51178

The State Fire Marshal shall identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

(Amended by Stats. 2021, Ch. 382, Sec. 2.5. (SB 63) Effective January 1, 2022.)

Government Code 51178.5

Within 30 days after receiving a transmittal from the State Fire Marshal that identifies fire hazard severity zones pursuant to Section 51178, a local agency shall make the information available for public review and comment. The information shall be presented in a format that is understandable and accessible to the general public, including, but not limited to, maps.

(Amended by Stats. 2021, Ch. 382, Sec. 3.5. (SB 63) Effective January 1, 2022.)

LRA Legislation Factsheet



Assembly Bill No. 211

CHAPTER 574

An act to amend Sections 11891, 11893, 12581, 12996, 12998, 12999.4, and 12999.5 of, and to add Sections 12999.6 and 13001 to, the Food and Agricultural Code, **to amend Section 51179 of the Government Code**, to amend Sections 44274.10, 44274.11, 44274.12, 44274.13, and 44274.14 of the Health and Safety Code, to amend Sections 3113, 4799.05, 14503.5.1, 14538, 14549.2, 14581, 42052, and 42060 of, to add Sections 14537.5, 14548, 14555, and 21166.3 to, to add Part 5 (commencing with Section 75250) to Division 44 of, and to repeal Section 75250.1 of, the Public Resources Code, to amend Section 43152.6 of, and to amend and repeal Section 43152.10 of, the Revenue and Taxation Code, to amend Section 13198 of the Water Code, to amend the Budget Act of 2021 (Chapters 21, 69, and 240 of the Statutes of 2021) by amending Item 8570-002-0001 of Section 2.00 of that act, and to amend the Budget Act of 2021 (Chapter 44 of the Statutes of 2022) by amending Items 3540-101-0001 of Section 2.00 of that act, relating to public resources, and making an appropriation therefor, to take effect immediately, bill related to the budget.

[Approved by Governor September 27, 2022. Filed with Secretary of State September 27, 2022.]

AB 211, Committee on Budget. Public resources trailer bill.

- (2) Existing law requires the State Fire Marshal to identify areas of the state as moderate, high, and very high fire hazard severity zones based on specified criteria. Existing law requires a local agency to designate, by ordinance, very high fire hazard severity zones in its jurisdiction within 120 days of receiving recommendations from the State Fire Marshal. Existing law authorizes a local agency, at its discretion, to include areas within the jurisdiction of the local agency, not identified as very high fire hazard severity zones by the State Fire Marshal, as very high fire hazard severity zones following a finding supported by substantial evidence, as provided.

This bill would additionally require a local agency to designate, by ordinance, moderate and high fire hazard severity zones within 120 days of receiving recommendations from the State Fire Marshal. By expanding the responsibility of a local agency, the bill would impose a state-mandated local program. The bill would additionally authorize a local agency, at its discretion, to include areas within the jurisdiction of the local agency, not identified as moderate and high fire hazard severity zones by the State Fire Marshal, as moderate and high fire hazard severity zones, respectively. The bill would prohibit the local agency from decreasing the level of fire hazard severity zone as identified by the State Fire Marshal for any area within the jurisdiction of the local agency, as provided.

LRA Legislation Factsheet



Amended by Assembly Bill No. 211

Government Code 51179

- (a) A local agency shall designate, by ordinance, moderate, high, and very high fire hazard severity zones in its jurisdiction within 120 days of receiving recommendations from the State Fire Marshal pursuant to Section 51178.
- (b) (1) A local agency may, at its discretion, include areas within the jurisdiction of the local agency, not identified as very high fire hazard severity zones by the State Fire Marshal, as very high fire hazard severity zones following a finding supported by substantial evidence in the record that the requirements of Section 51182 are necessary for effective fire protection within the area.

(2) A local agency may, at its discretion, include areas within the jurisdiction of the local agency, not identified as moderate and high fire hazard severity zones by the State Fire Marshal, as moderate and high fire hazard severity zones, respectively.

(3) A local agency shall not decrease the level of fire hazard severity zone as identified by the State Fire Marshal for any area within the jurisdiction of the local agency, and, in exercising its discretion pursuant to paragraph (2), may only increase the level of fire hazard severity zone as identified by the State Fire Marshal for any area within the jurisdiction of the local agency.
- (c) The local agency shall transmit a copy of an ordinance adopted pursuant to subdivision (a) to the State Board of Forestry and Fire Protection within 30 days of adoption.
- (d) Changes made by a local agency to the recommendations made by the State Fire Marshal shall be final and shall not be rebuttable by the State Fire Marshal.
- (e) The State Fire Marshal shall prepare and adopt a model ordinance that provides for the establishment of very high fire hazard severity zones.
- (f) Any ordinance adopted by a local agency pursuant to this section that substantially conforms to the model ordinance of the State Fire Marshal shall be presumed to be in compliance with the requirements of this section.
- (g) A local agency shall post a notice at the office of the county recorder, county assessor, and county planning agency identifying the location of the map provided by the State Fire Marshal pursuant to Section 51178. If the agency amends the map, pursuant to subdivision (b) or (c) of this section, the notice shall instead identify the location of the amended map.

(Amended by Stats. 2022, Ch. 574, Sec. 10. (AB 211) Effective September 27, 2022.)



Increasing Fire Hazard Severity Zone (FHSZ) Area and Designation

Government Code section 51179 requires a local agency to designate, by ordinance, moderate, high, and very high FHSZ within 120 days of receiving the identified FHSZ's from the State Fire Marshal pursuant to Section 51178.

The law does not allow for a local jurisdiction to request changes or provide comments to the State Fire Marshal on the FHSZ designations. However, a local agency may choose to increase the designation of a FHSZ from the FHSZ identified by the State Fire Marshal, or designate areas as having a FHSZ that were not designated in a FHSZ by the State Fire Marshal. This may occur because FHSZ zone edges in the maps and data from the State Fire Marshal are not aligned with parcel boundaries or roads that some may consider for lines of convenience when adopting ordinances. A local agency is not allowed to reduce the designation of a FHSZ classification from the State Fire Marshal (i.e. a local agency cannot make an area designated as High by the State Fire Marshal, Moderate in its adopted ordinance).

However, a local jurisdiction can increase the designation from the one identified by the State Fire Marshal. If a local agency decides to increase the designation of a FHSZ, it may do so if it does the following:

1. If increasing the designation to Very High, a local agency must make a finding supported by substantial evidence in the record that the requirements of Government Code section 51182 are necessary for effective fire protection.
2. If increasing the designation to Moderate or High, a local agency may do this at its discretion.

If a local agency decides to include areas in its FHSZ adopted ordinance not identified as being in a FHSZ by the State Fire Marshal, it may include those areas if it does the following:

1. If including areas not identified as being in a FHSZ and designating it as Very High, a local agency must make a finding supported by substantial evidence in the record that the requirements of Government Code section 51182 are necessary for effective fire protection.
2. If including areas not identified as being in a FHSZ and designating it as Moderate or High, a local agency may do this at its discretion.

LRA Legislation Factsheet





Land Use Planning Program

CAL FIRE's Land Use Planning Program is a specialized unit that provides support to local governments by providing fire safety expertise on the State's wildland urban interface building codes, as well as collaborating in the development of Safety Elements in General Plans.



For More Information
osfm.fire.ca.gov/fhsz



**DEPARTMENT OF FORESTRY AND FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL**

P.O. Box 944246
SACRAMENTO, CA 94244-2460
(916) 568-3800
Website: www.fire.ca.gov



March 10, 2025

Dear: County Chief Administrative Officer, City Manager, Fire Chief, Fire Marshal

Re: Official Transmittal of Fire Hazard Severity Zones

The State Fire Marshal is mandated by Government Code (GC) 51178 to identify levels of fire hazard based on consistent statewide criteria and the expected severity of fire hazards. Government Code 51179 requires the State Fire Marshal to make recommendations of fire hazard severity zones to local agencies, as defined per GC 51177(e), for their designation and adoption by ordinance. This letter serves as the official transmittal of the recommendation. For the Statutory requirements for local adoption please review [California Code, GOV 51179](#).

Your City/County has been identified as having Moderate, High, Very High or a combination of Fire Hazard Severity Zones (FHSZ) within your jurisdiction. The maps and data are available in the FHSZ HUB at <https://fire-hazard-severity-zones-rollout-calfire-forestry.hub.arcgis.com/>.

Please complete the Public Contact Survey in the FHSZ HUB using the link above. This information will be used for a public Webmap on the CAL FIRE-Office of State Fire Marshal website to guide your constituents to the appropriate contact person or website for the Local Responsibility Area FHSZ in your jurisdiction.

If you have additional questions, please feel free to contact our Team at FHSZinformation@fire.ca.gov.

Sincerely,

Daniel Berlant
State Fire Marshal
CAL FIRE – Office of the State Fire Marshal



CITY OF SEASIDE STAFF REPORT

Item No.: 9.C.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Andrew Myrick, Economic Development & Community Planning Manager

DATE: May 1, 2025

SUBJECT: ADOPT A RESOLUTION TO AMEND THE WEST BROADWAY URBAN VILLAGE SPECIFIC PLAN TO PROHIBIT THE SALES OF FIREARMS AND AMMUNITION WITHIN THE WEST BROADWAY URBAN VILLAGE. THIS PROJECT IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO SECTION 15061(B)(3) OF THE CEQA GUIDELINES

RECOMMENDATION

Adopt the attached Resolution to amend the West Broadway Urban Village Specific Plan.

BACKGROUND

The West Broadway Urban Village Specific Plan (WBUVSP) was originally adopted by the City Council on January 21, 2010, and was last amended in September of 2018.

The West Broadway Urban Village Specific Plan identifies allowable uses within the West Broadway Urban Village (WBUV) in Sections B.1.1 through B.4.1 of Chapter 7 of the WBUVSP (see attached).

At the Council meeting on March 20, 2025, the City Council expressed a desire for staff to review allowable locations for the sale of firearms and ammunition throughout the City of Seaside. While the overall review of the City is ongoing, staff have determined that the WBUV is an inappropriate location for such a use. This is due to the incompatibility of such a use with the goals identified in the WBUVSP. For example, Chapter 7 Section B indicates that the WBUV should contain "a mix of residential and commercial buildings that will draw visitors, shoppers, and residents to the area."

Additionally, Chapter 3 Section A refers to the vision of the WBUV being "a mix of retail, residential, and office uses."

City staff have surveyed regulations for firearms stores in other jurisdictions. It is very common (90% of jurisdictions studied) for jurisdictions to create some sort of buffer between the sales of firearms and sensitive uses. These sensitive uses include buffers between educational/religious uses (90%), other firearms stores (80%), residential uses (30%) and other specified commercial uses (30%). Staff is in the process of reviewing locations within the City of Seaside to determine where the sale of firearms and ammunition may be appropriate. However, given that the WBUV is intended as an area that consists of a mixture of uses, including sensitive uses, staff believe that it would be inappropriate to permit the sale of firearms or ammunition within the WBUV.

Currently, it is unclear whether sales of firearms or ammunition are permitted within the WBUV. Chapter 7, Section B.1.1.1 defines "Specialty Goods Retail," which is a permitted use on the ground floor of primary streets. Firearms are not explicitly mentioned. Pursuant to Chapter 7, Section B.4.1, it would therefore be up to the Zoning Administrator to determine whether the sales of firearms would meet the definition of "Specialty Goods Retail" and therefore be an allowable use under the WBUVSP. Currently, it appears unlikely that the Zoning Administrator would make such a determination, although this could be much more clearly stated in the WBUVSP. In order to prevent any future confusion regarding the intent of the WBUVSP, the proposed change would add the clarifying sentence "Specialty Goods Retail does not include the sale of firearms or ammunition, as such sales are prohibited within the West Broadway Urban Village." to Section B.1.1.1 of the WBUVSP, as shown in the attached Resolution.

Staff is unaware of any businesses that currently sell firearms or ammunition within the West Broadway Urban Village. Staff did interview one business, Seaside Pawn, as pawn shops have historically sometimes engaged in the sale of firearms or ammunition. However, representatives of this particular business indicated that they do not, nor do they have any plans to, engage in the sale of firearms or ammunition (or any other weapon). Given that there are no existing or proposed businesses engaging in the sale of firearms, and that the proposed language consists of a clarification of an existing policy, rather than implementation of a new policy, the proposed Specific Plan Amendment would clearly have no impact on the environment and would therefore not be subject to the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines.

On April 23, 2025, the Seaside Planning Commission met and reviewed the proposed Specific Plan Amendment. The Planning Commission voted 5-0 to recommend that the City Council adopt the proposed Amendment.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ATTACHMENTS

1. Resolution WBUV SPA 2025-05-01
 2. Existing WBUVSP Language
-

Reviewed for Submission to the City Council by:

A handwritten signature in black ink, appearing to read 'G. McDanel', is positioned above a horizontal line.

Greg McDanel, City Manager

RESOLUTION NO. 24-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE ADOPTING
A SPECIFIC PLAN AMENDMENT TO CLARIFY THAT THE SALES OF FIREARMS
AND AMMUNITION ARE NOT PERMITTED WITHIN THE WEST BROADWAY
URBAN VILLAGE SPECIFIC PLAN AREA**

WHEREAS, in January 2010 the Seaside City Council adopted the West Broadway Urban Village Specific Plan (WBUVSP); and

WHEREAS, in September 2018 the City Council amended the WBUVSP to modify allowed land uses within the WBUVSP; and

WHEREAS, it is unclear in the WBUVSP whether or not the sales of firearms and ammunition would be permitted within the West Broadway Urban Village (WBUV); and

WHEREAS, due to the diverse uses existing and envisioned within the WBUV, there is a high likelihood of conflicts between any potential sales of firearms and ammunition and incompatible land uses; and

WHEREAS, to prevent incompatible land uses from existing in proximity to each other, the prohibition of the sale of firearms and ammunition should be clarified in the WBUVSP; and

WHEREAS, since this action only clarifies existing regulations and does not result in any change in policy, it is not subject to CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby approve the proposed Specific Plan Amendment to the West Broadway Urban Village Specific Plan as shown in the attached Exhibit "A."

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of Seaside duly held on the 1st day of May, 2025 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

Attach:

Exhibit "A" – Specific Plan Amendment

DEVELOPMENT STANDARDS AND DESIGN GUIDELINES

7

B. Development Standards

The following development standards apply to the West Broadway Urban Village Specific Plan Area. They are intended to support the development of an active and lively downtown with a pedestrian-oriented mix of residential and commercial buildings that will draw visitors, shoppers and residents to the area. All new development, remodeled exteriors and new signage are subject to design review by the Board of Architectural Review (BAR). Table 7-1 lists permitted uses on ground floors and on upper floors. Except for provisions as laid out in the Specific Plan, definitions in Title 17 apply and can be found in Section 17.70 of the Municipal Code.

B.1.1 Permitted Ground Floor Uses

For development on all parcels that front onto primary streets, newly constructed buildings are required to have a mix of uses. Ground floor level retail sales and service uses or eating and drinking establishments are required for all parcels that front onto Broadway Avenue, Del Monte Boulevard and Olympia Avenue. The following uses are permitted:

B.1.1.1 Retail Sales and Services that include the following:

- ♦ **Specialty Food Retail**, including but not limited to the following:
groceries/drug stores (under 15,000 square feet); coffee/tea; candy;
gourmet foods; ice cream; pastry/desserts; yogurt/dairy; doughnuts/
bakery; wine.
- ♦ **Specialty Goods Retail**, including but not limited to the following:
cooking supplies/culinary; general housewares; decorator/art and
design centers (including tile, floor and wall coverings); architectural
showrooms and supplies; specialty hardware; specialty gardening
supplies; antiques selling previously used, high-quality goods; party
supplies; lamps and lighting; household accessories; stationery; books
and magazines; musical instruments.
- ♦ **Quality Goods and Services**, including but not limited to the
following: small crafts; art supplies; picture framing; specialty furniture;
clothing/shoe stores; thrift/consignment stores; electronics and
computers; cameras/photography service and supplies; sporting goods;
outdoor/sports clothing and supplies; toys/games; cards/gifts; jewelry/
watches; florists.
- ♦ **Personal Services**, including but not limited to the following: dry cleaning;
shoe repair; seamstress; tailor; minor appliance repair; barber and beauty

Add Language:

Specialty Goods Retail does not include the sale of firearms or ammunition, as such sales are prohibited within the West Broadway Urban Village.

Exhibit "A"

DEVELOPMENT STANDARDS AND DESIGN GUIDELINES

7

B. Development Standards

The following development standards apply to the West Broadway Urban Village Specific Plan Area. They are intended to support the development of an active and lively downtown with a pedestrian-oriented mix of residential and commercial buildings that will draw visitors, shoppers and residents to the area. All new development, remodeled exteriors and new signage are subject to design review by the Board of Architectural Review (BAR). Table 7-1 lists permitted uses on ground floors and on upper floors. Except for provisions as laid out in the Specific Plan, definitions in Title 17 apply and can be found in Section 17.70 of the Municipal Code.

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supplies; antiques selling previously used, high-quality goods; party
supplies; lamps and lighting; household accessories; stationery; books
and magazines; musical instruments.
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clothing/shoe stores; thrift/consignment stores; electronics and
computers; cameras/photography service and supplies; sporting goods;
outdoor/sports clothing and supplies; toys/games; cards/gifts; jewelry/
watches; florists.
- ♦ **Personal Services**, including but not limited to the following: dry cleaning;
shoe repair; seamstress; tailor; minor appliance repair; barber and beauty

shops; finance and insurance services; pharmacy and drug stores. Excludes check cashing businesses.

- ♦ **Business Services** that have the capacity to generate a high degree of pedestrian activity, such as photocopying service. Mailing and mail box services, outdoor advertising services, copying and quick printing services, computer-related services (rental, repair).

B.1.1.2 Eating and Drinking Establishments that include the following:

- ♦ Restaurants serving alcoholic beverages and/or providing entertainment, provided those activities are ancillary to the restaurant use.
 - ♦ Chairs and tables for outdoor dining and carts for merchant display may be permitted on sidewalks, paseos and other public rights-of-way and shall be consistent with Design Guidelines for the West Broadway Urban Village, provided that:
 - a. The use maintains a minimum six-foot wide travel zone that is clear and unimpeded for pedestrian traffic, and
 - b. The use does not infringe on the full width of the building entrance or otherwise impede access to and from the building.

B.1.1.3 Small-scale light manufacturing as an accessory to a primary retail use to allow for a wholesale component of a retail business, including the following and similar uses: bakery; upholstery; tile-making; screen-printing; architectural showroom and supplies.

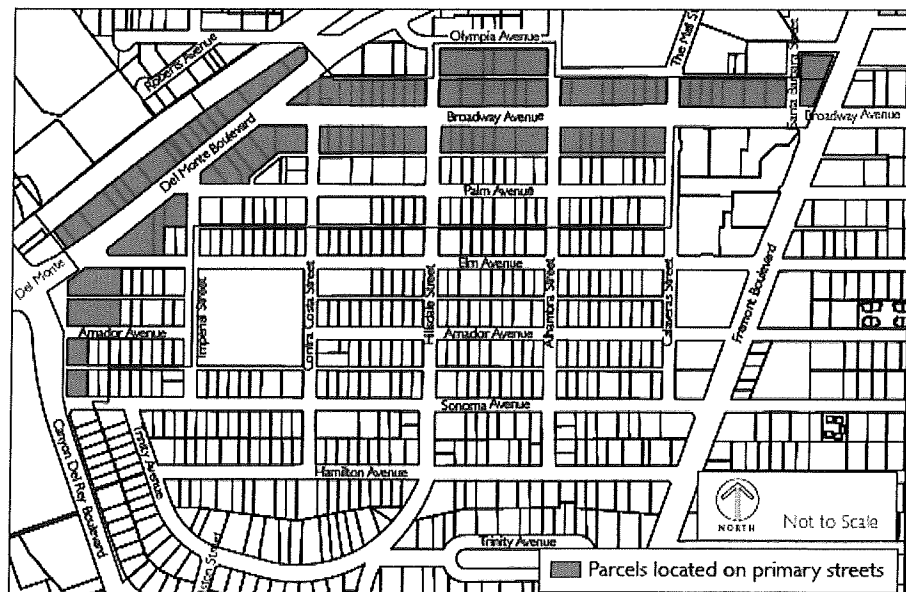


Figure 7-1. Permitted Uses on Primary Streets - MX Zone (for illustrative purposes only)

B.2 Permitted Uses On The North Side Of Palm Avenue And Its Intersecting Streets - Rh/Mx Zone

Palm Avenue is envisioned as a primarily residential street. Typically, uses on Palm Avenue will follow the regulations of the Table 7-1 and Section B.3; however, small-scale professional office and residential serving retail uses at the ground floor of properties fronting onto the north side of Palm Avenue and the immediately adjacent sections of Contra Costa, Hillsdale, Alhambra, and Calaveras Streets as seen in Figure 7-2, may be conditionally approved.

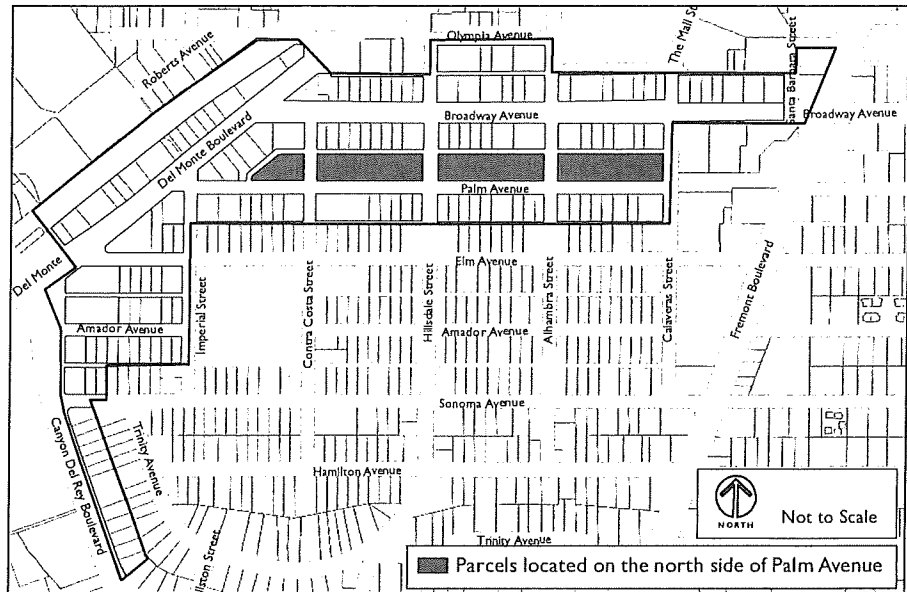


Figure 7-2. Permitted Uses on the North Side of Palm Avenue – RH/MX Zone (for illustrative purposes only)

B.3 Permitted Uses ON ALL OTHER STREETS—RM/POS ZONE

All other streets in the Plan Area are envisioned as being primarily residential in character. These streets, including the half-block portion of the intersecting streets as shown in Figure 7-3, shall be developed at densities that will create a transitional area between the adjacent blocks of the new mixed-use area to the north and existing single-family residential to the south.

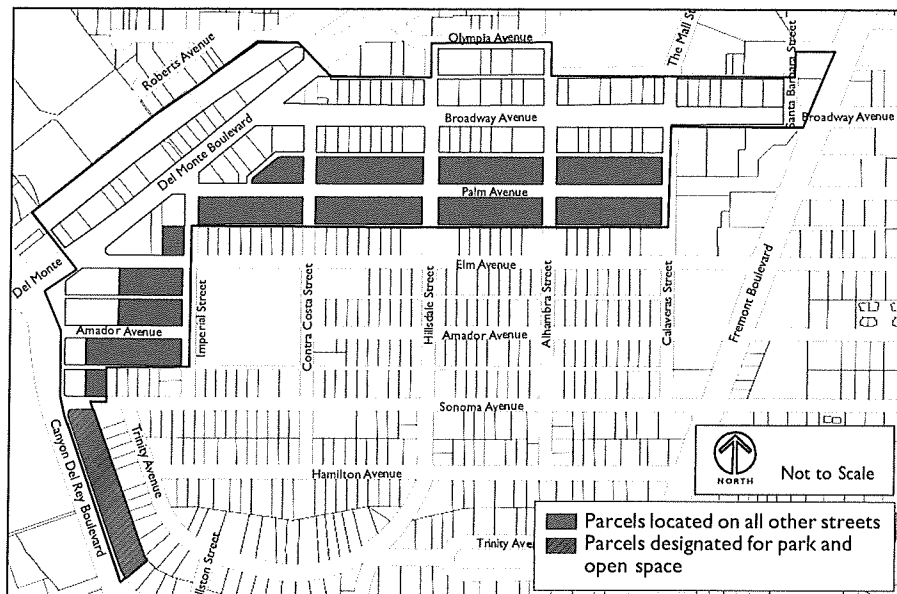


Figure 7-3. Permitted Uses on All Other Streets – RM/POS Zone (for illustrative purposes only)

Parcels would not become parks or open space unless acquired by the City. Undeveloped parcels could be developed with open space recreation uses consistent with the goals of the Specific Plan. The uses discussed in Section B.3 apply to the Canyon del Rey parcels zoned as POS until such time that they are purchased by the City and converted to parks or open space.

B.3.1 Live-work

For live-work units on parcels which front onto streets other than West Broadway Avenue, Del Monte Boulevard and Olympia Avenue, the following regulations apply:

B.3.1.1. Live-work, defined in this Specific Plan as residential living spaces that include an integrated work space on the parcel that is principally used by an owner/occupant. No more than two employees other than the owner/occupant are permitted.

B.3.1.2 A second type of live-work, consisting of ground floor office with residential above, except for the south side of Palm Avenue only.

B.4.1 Similar and Compatible Use Determinations

B.4.1.1 The Zoning Administrator has the authority to deem uses not specifically listed in Table 7-1 as similar and compatible to listed uses. The Zoning Administrator must make the following findings in order to deem the unlisted use as Permitted or as subject to a Minor Use Permit:

- ◆ The Zoning Administrator must deem the unlisted use as similar and compatible to listed uses and must cite the potential for the proposed use to facilitate vitality, to contribute to pedestrian activity, to provide visual access for pedestrians into the ground floor use, and to substantially conform with the Vision and Goals (Chapter 2) and Specific Plan Policies (Chapter 4) of the Urban Village Specific Plan.

B.4.1.2 The Planning Commission has the authority to deem uses not specifically listed in Table 7-1 to meet the purpose and intent of the Urban Village Specific Plan. The Planning Commission must make the following findings in order to deem the unlisted use as subject to a Use Permit:

- ◆ The Planning Commission must deem the unlisted use as similar and compatible to listed uses and must cite the potential for the proposed use to facilitate vitality, to contribute to pedestrian activity, to provide visual access for pedestrians into the ground floor use, and to substantially conform with the Vision and Goals (Chapter 2) and Specific Plan Policies (Chapter 4) of the Urban Village Specific Plan.

TABLE 7-1. PERMITTED USES

Use	Primary Streets		North side of Palm Ave		All other Streets	
	Ground floor	Upper floors	Ground floor	Upper floors	Ground floor	Upper floors
Specialty Food Retail	●					
Specialty Goods Retail	●					
Quality Goods and Services	●					
Eating and Drinking Establishments , excluding drive-thrus	●					
Personal Services, excluding check cashing businesses	●		●			
Small-scale Light Manufacturing ⁱ	●		●			
Business Services	●		●			
Bars and Nightclubs	○					
Child Care Facilities	◐	◐	◐	◐	◐	◐
Day Spas	◐	◐				
Therapeutic Massage	○					
Health and Exercise Facilities	◐	◐				
Specialized Education	◐					
Public Halls, clubs, lodges, meeting facilities	○					
Recreational Facility- Indoor, excluding card rooms	○					
Banks and financial institutions, excluding check cashing businesses	○					
Professional and Government Offices				◐		
Medical and dental offices		●		◐		
Civic and Cultural Facilities	◐		●			
Plazas, Paseos, and Parks	●					
Public Health Facility	◐	◐				
Outdoor Entertainment	◐					
Parking Structures	○	○	●	●	○	
Multi-Family Residential		●	●	●	●	●
Single-Family Residential			●	●	●	●
Live-Work ⁱⁱ			●		●	
Live-Work Office/Residential ⁱⁱⁱ			●			
Lodging, on a less than monthly basis	◐	◐	◐	◐		○

 PERMITTED
  MINOR USE PERMIT
  USE PERMIT

ⁱ See B.1.1.3 ⁱⁱ See B.3.1.1 ⁱⁱⁱ See B.3.1.2



CITY OF SEASIDE STAFF REPORT

Item No.: 9.D.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Jessica Riley, Finance Director

DATE: May 1, 2025

**SUBJECT: INTRODUCTION OF AN ORDINANCE AMENDING CHAPTER 3.24
SECTION 121 OF THE MUNICIPAL CODE TO MODIFY
PROCEDURES FOR ALLOCATING TRANSIENT OCCUPANCY TAX
COLLECTED FROM SHORT-TERM RENTALS. THIS PROJECT IS
NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY
ACT PURSUANT TO SECTION 15061(B)(3) OF THE CEQA
GUIDELINES (FIRST READING - ROLL CALL VOTE)**

RECOMMENDATION

Receive public comment and conduct the first reading.

BACKGROUND

Background and Purpose

In 2018, the City Council adopted Ordinance No. 1053, which established a regulatory framework for short-term rentals (STRs) in the City. This ordinance responded to the growing prevalence of privately-owned residential dwellings being used as STRs through platforms such as Airbnb and VRBO. The Council recognized that while STRs expand lodging options and generate increased transient occupancy tax (TOT) revenue, they also present potential challenges, including impacts on affordable housing and neighborhood character. The ordinance aimed to ensure neighborhood compatibility, support economic growth, and protect the health, safety, and welfare of residents by establishing licensing, operational standards, and enforcement mechanisms for STRs.

Establishment of Dedicated Funding for Community Benefits

Following the adoption of the STR program, the City Council enacted Ordinance No. 1054, directing that TOT revenues generated by STRs be accounted for in a separate fund. The ordinance required that these revenues be split evenly, with fifty percent

reserved for affordable housing projects and fifty percent reserved for neighborhood park improvement projects. The Neighborhood Improvement Commission was tasked with making recommendations to the City Council regarding the use of these funds, ensuring that STR-generated revenues directly benefited the community in tangible ways.

Amendment to Allocation Structure

In 2020, the Council adopted Ordinance No. 1084, amending Chapter 3.24.121 of the Municipal Code. This amendment authorized that up to ten percent of STR-generated TOT revenues could be used to cover the costs of administering the STR program. The net remaining funds continued to be split evenly between affordable housing projects and community/neighborhood park improvements, with recommendations from the Neighborhood Improvement Commission. This adjustment ensured that the program was financially sustainable while maintaining the City's commitment to reinvest STR revenues in community priorities.

Growth in Short-Term Rental Revenues

Since the inception of the STR program, the City has experienced significant growth in TOT revenues from STRs. Revenues increased from \$376,000 in fiscal year 2019-2020 to \$1.1 million in fiscal year 2023-2024. This growth reflects both increased participation in the STR market and effective program administration, resulting in a substantial and growing funding source for affordable housing and neighborhood improvements.

Proposed Modification to Fund Allocation

Given the sustained growth in STR-generated TOT revenues and evolving community needs, the City Council now seeks to modify the allocation of net funds. The proposed change would reserve fifteen percent of net STR TOT revenues for discretionary use by the City Council, with the remaining funds subject to allocation recommendations by the Neighborhood Improvement Commission. This adjustment is intended to provide the Council with greater flexibility to address emerging priorities while continuing to support affordable housing and neighborhood parks improvements.

Conclusion

The proposed modification to the allocation of STR-generated TOT revenues builds on the City's established framework for regulating STRs and reinvesting associated revenues in community priorities. By reserving a portion of net revenues for discretionary use, the City Council aims to enhance its ability to respond to changing community needs while maintaining its commitment to affordable housing and neighborhood improvements. The continued involvement of the Neighborhood Improvement Commission ensures that community input remains central to the allocation of these important resources.

FISCAL IMPACT

The allocation of short-term rental tax revenues has a direct impact on the City's budgeting and resource distribution. The continued funding of the Neighborhood Improvement Fund and Affordable Housing Fund ensures that key community projects and affordable housing initiatives are adequately supported. The funds used for capital improvements, neighborhood enhancements, and affordable housing programs help maintain and improve the City's infrastructure and affordable housing opportunities, contributing to long-term fiscal stability.

ATTACHMENTS

1. Draft Ordinance Amending Section 3.24.121

Reviewed for Submission to the City Council by:



Greg McDanel, City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**AMENDING CHAPTER 3.24.121 OF THE MUNICIPAL CODE TO MODIFY
ALLOCATION OF TRANSIENT OCCUPANCY TAX COLLECTED FROM SHORT-
TERM RENTALS**

WHEREAS, the City Council adopted Ordinance No. 1053 in 2018, establishing a short-term rental program; and

WHEREAS, Ordinance No. 1054 was adopted directing that transient occupancy tax revenues generated by the short-term rental program be accounted for in a separate fund, with fifty percent (50%) reserved for affordable housing projects and fifty percent (50%) reserved for neighborhood park improvement projects, with recommendations to the City Council by the Neighborhood Improvement Commission; and

WHEREAS, Ordinance No. 1084 was adopted in 2020, amending Chapter 3.24.121 to provide that ten percent (10%) of the transient occupancy tax revenues be used for short-term rental program costs, with the net revenues split fifty percent (50%) for affordable housing projects and fifty percent (50%) for community and neighborhood park improvements, with recommendations by the Neighborhood Improvement Commission; and

WHEREAS, short-term rental revenues have increased since the inception of the program from \$376,000 in fiscal year 2019-2020 to \$1.1 million in fiscal year 2023-2024; and

WHEREAS, the City Council now desires to modify the allocation of net funds, reserving fifteen percent (15%) of the net revenues to itself for discretionary use, and adjusting the amounts subject to recommendation by the Neighborhood Improvement Commission.

NOW THEREFORE, the City Council of the City of Seaside, State of California does ordain as follows:

SECTION 1. GENERAL PURPOSE AND FINDINGS

The City Council hereby adopts the above recitals as though fully set forth and as the general governmental purpose and exercise of its police power as to the allocation of the short term rental program transient occupancy tax.

SECTION 2. TEXT AMENDMENTS

New amendments to the existing code are shown in underline, while deletions are shown in strike out. Section 3.24.121 shall be amended as follows:

§.24.121 Affordable housing and neighborhood improvement.

Annually, ten percent of transient occupancy taxes collected can be used for short-term rental program costs and the remaining net funds shall be allocated after the close of the current fiscal year shared. Fifty percent of the net transient occupancy tax collected from short-term rentals shall be set aside in the city of Seaside housing fund to be used to assist with affordable housing projects/activities in accordance with the direction of the city council and ~~fifty percent~~ thirty-five percent (35%) of the net transient occupancy tax shall be directed toward community and neighborhood park improvements, with recommendations to the city council by the neighborhood improvement commission and fifteen percent (15%) of the net funds will be allocated for use as determined directly by the City Council. (Ord. 1084 § 4, 2020; Ord. 1054 § 6, 2018)

SECTION 3. ENVIRONMENTAL COMPLIANCE

The proposed changes to the Ordinance will not result in direct or indirect changes to the environment and do not meet the definition of project under CEQA nor have the potential for causing a significant effect on the environment. (14 CCR 15378(b); 15061(b)(3))

SECTION 4. SEVERABILITY

A. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable.

B. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be held unconstitutional, invalid, or unenforceable.

SECTION 5. EFFECTIVE DATE

This Ordinance shall become effective thirty (30) days after its final passage and adoption.

INTRODUCED AND PASSED TO PRINT at a Regular meeting of the City Council of the City of Seaside, State of California, on the 1st day of May, 2025.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of Seaside, State of California, on the ____ day of _____, 2025, by the following roll call vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney



CITY OF SEASIDE STAFF REPORT

Item No.: 10.A.

TO: City Council

FROM: Greg McDanel, City Manager

BY: Andrew Myrick, Economic Development & Community Planning Manager

DATE: May 1, 2025

**SUBJECT: ADOPT A RESOLUTION TO ESTABLISH A PROGRAM FOR THE
ALLOCATION OF WATER FOR SMALL COMMERCIAL PROJECTS**

RECOMMENDATION

Approve the establishment of a program to allocate water to small commercial projects.

BACKGROUND

All development within the boundaries of the Monterey Peninsula Water Management District (MPWMD) are subject to MPWMD's rules regarding the needs for additional water allocations in order to move forward. The City of Seaside maintains a reserve of water which it is able to allocate to private projects in order to enable them to proceed. Water allocations are governed by Chapter 13.24 of the Municipal Code. The City Council recently (on April 17, 2025) approved a second reading of an Ordinance that would change the procedures for the allocation of water. Among these changes would be the removal of an existing program for the allocation of water to small commercial projects. Currently, this program is included as a part of the Ordinance. However, due to the recent amendment, this program will be deleted from the Ordinance by May 18, 2025. It is therefore necessary to establish a new program via Resolution prior to that date.

The existing commercial business program can be found in Section 13.24.025. A of the Municipal Code prior to the newly adopted Ordinance. It essentially provided a scoring system based on the public benefits created by the business, with points being provided under the following categories: revenue generation, jobs creation, location, removal of blight, and business retention. The number of points eligible in each category varied

depending on the exact benefit. A copy of the existing program is attached as Attachment 2.

The proposed program, which would be adopted by Resolution, has many similarities to the existing program. Both programs include a scoring system which examine similar criteria behind the water allocation. However, the revised program includes some modifications to the existing program:

- 1) The point values within the categories have been changed.
- 2) Under the previous program, an applicant needed to obtain 20 points in order to be eligible; once eligible, there was no limit on the amount of water which could be allocated. The proposed program nearly eliminates the minimum threshold (applicants would need only at least one point to obtain water), but also creates a sliding scale whereby the amount of water which may be allocated increases as more points are obtained. This eliminates an issue whereby businesses seeking negligible amounts of water were unable to obtain any water since they did not meet the point threshold.
- 3) The existing Business Retention category provides points if an existing business would relocate out of the City of Seaside without a water allocation. This has been modified to simply provide points for established Seaside businesses, with more points available the longer their tenure in the City. This eliminates a potential concern whereby existing businesses had an incentive to explore relocation in order to obtain points for water.
- 4) Rehabilitation (ie beautification) of existing properties, either through work on the facade or landscaping, have been broken out into a separate category which may be combined with work to expand existing buildings. This allows for points for beautification of the site instead of just the building.
- 5) In the current program, all applications must go to the Water Allocation Committee. Under the proposed program, allocations below a certain threshold could be approved by staff, with larger requests for water being considered by the Water Allocation Committee. This will streamline the processing of minor water requests and better link the amount of water a business is eligible for to benefits to the community.

The amount of water which could be allocated would vary depending on the number of points obtained.

FISCAL IMPACT

There is no fiscal impact associated with this project.

ATTACHMENTS

1. Resolution Small Business Water Allocation Program 2025-05-01
 2. Attachment 2 Existing Commercial Projects Program
-

Reviewed for Submission to the City Council by:

A handwritten signature in black ink, appearing to read 'GMD', is positioned above a horizontal line.

Greg McDanel, City Manager

RESOLUTION NO. 25-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE ADOPTING
A WATER ALLOCATION PROGRAM FOR SMALL BUSINESSES**

WHEREAS, the City of Seaside wishes to support small businesses within its boundaries; and

WHEREAS, the City of Seaside City Council has allocated water to support the establishment, expansion, and renovation of small businesses in the City of Seaside; and

WHEREAS, on April 17, 2025, the City Council amended the Municipal Code to eliminate the City's existing small commercial projects program, with the understanding that a new program would be presented to the Council prior to the Ordinance's effective date; and

WHEREAS, the City Council desires to modify the procedures for the allocation of water for future projects in order to increase eligibility for the program as well as more closely align the amount of water provided with the benefits to the community.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside hereby adopts the Water Allocation Program for Small Businesses, attached as Exhibit "A," to take effect on May 18, 2025.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the 1st day of May, 2025, by the following vote:

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

APPROVED:

ATTEST:

Ian N. Oglesby, Mayor
City of Seaside

Dominique Davis, City Clerk

Attach:

Exhibit "A" – Water Allocation Program for Small Businesses

City of Seaside Water Allocation Program for Small Businesses

May 1, 2025

This Water Allocation Program for Small Businesses (the “Program”) applies to requests for a water allocation from the City of Seaside to support the expansion or establishment of small businesses, as defined herein. This Program shall not apply to properties located within the service areas of the Seaside Municipal Water Company or the Marina Coast Water District. This Program shall have an effective date of May 18, 2025.

Applicability

This Program shall be available only to commercial projects; institutional projects such as non-profit or public projects shall not be eligible under this program.

Processing and Allocation

If the proposed project’s use requires a discretionary permit (such as a Use Permit) per Seaside Municipal Code, water credits shall be tentatively reserved at the time of application for that permit. If no discretionary permit is required, then water credits for a project shall be tentatively reserved at the time of application for a Building Permit. If no discretionary permit or Building Permit is required, the tentative reservation shall occur at the time of application for a Business License.

Requests for water credits shall be reviewed by the Community Development Department, and scored based on the criteria identified below. Depending on the score received, water may be allocated based on the amount of water needed.

The City shall have the right to recover any issued credits if the project is not pursued to completion. A Certificate of Occupancy shall be required in order to finalize the allocation of water.

The Community Development Department shall be responsible for tracking the total amount of water allocated under this Program and is authorized to pause the allocation of additional water if it appears that insufficient water remains to support additional projects.

The Zoning Administrator shall have the authority to enact such practices as deemed necessary and appropriate for the implementation of this Program, and to make interpretations regarding the provisions of this Program and how they may apply to individual circumstances.

All references to water allocations, water fixtures, and fixture units shall be interpreted in a manner consistent with current water allocation programs established by MPWMD.

Scoring

Applications shall be scored as follows in Table 1. No more than one line in each category may be selected for points. More details on each category may be found below the Table.

Table 1. Water Allocation Program Scoring Criteria

Category	Scoring Criteria	Number of Points Awarded
New Job Creation	1-2 Full-Time Equivalent	1
	3-5 Full-Time Equivalent	3
	6-10 Full-Time Equivalent	4
	10+ Full-Time Equivalent	6
City's Share of Revenue Generation	\$1,000-\$3,000/year	1
	\$3,001-\$10,000/year	3
	\$10,001+/year	5
Location	Located on Fremont, E Frontage, Del Monte, or Broadway	4
Rehabilitation	Existing Building Façade Improvements Only	1
	Additional Landscaping of 10% or more at an existing site OR replacement of all existing landscaping with drought-tolerant landscaping.	1
	Both Façade and Landscaping Improvements at Existing Site	3
New Construction or Expansion	Building Expansion of less than 1,000 square feet	1
	Building Expansion of 1,001-5,000 square feet	3
	Building Expansion of over 5,000 square feet	5
	New building 1,000 square feet or less	4
	New building 1,001-5,000 square feet	7
	New building greater than 5,000 square feet	10
Established Business	At least one full year	1
	At least five full years	3
	At least 10 full years	5

More details on each category may be found below:

- 1) **New Job Creation.** Based on the number of new jobs created only, calculated by comparing the number of Full-Time Equivalent (FTE) positions subtracted by the number of existing FTE positions. The existing FTE positions do not include those of any

business which formerly operated at the same location. One FTE is equivalent to 40 hours of employee time, regardless of the number of employees. For example, one employee working 40 hours per week and four employees working 10 hours per week are both 1 FTE.

- 2) **City's Share of Revenue Generation.** Based on the additional tax revenues which are expected to be received by the City of Seaside based on the new business activity. Includes the City share of taxes paid such as (but not limited to) sales tax or property tax, but excludes fees due to the City (such as permit fees) or any payments to other entities.
- 3) **Location.** To be awarded points, the property must have a property line abutting Fremont Boulevard, E Frontage Road, Del Monte Boulevard, or Broadway Avenue and must have a vehicular or pedestrian access either on that street or on a frontage adjacent to the primary street. Properties with entrances on frontage opposite the primary streets only shall not be eligible for location points.
- 4) **Rehabilitation.** Only for projects which involve the rehabilitation of existing buildings or sites. Façade Improvements include items such as repainting, addition of architectural features, or other activities designed to enhance the appearance of the public-facing portion of the building. New landscaping improvements shall cover at least 10% of the site and shall not include existing maintained landscape areas, unless those areas are replaced with drought-tolerant landscaping. These categories may be combined with the Building Expansion activities in the New Construction or Expansion category but not with New Building activities in that category.
- 5) **New Construction or Expansion.** Additional square footage on a property with an existing building shall be considered to be a Building Expansion even if the additional square footage is not attached to an existing building. New construction includes development of a vacant lot as well as complete demolition of existing structures and construction of new buildings.
- 6) **Established Business.** Businesses shall receive points for operating with a physical location within the city limits of the City of Seaside for the time specified. Time of operation shall be determined utilizing Business License records unless another form of proof acceptable to the Zoning Administrator establishing a different date is provided.

Maximum Water Allocation

Table 2 below specifies the maximum amount of water that a business may obtain depending on the number of points scored:

Table 2. Maximum Allowable Water Allocation

Number of Points	Zoning Administrator Maximum	Water Allocation Committee Maximum
0	Ineligible	
1-5	0.02	0.1
6-10	0.1	0.2
11-17	0.2	0.4
18-25	0.5	1.0
26+	1.0	No Maximum

If the business is requesting an amount of water equal to or less than the amount provided in that column, the Zoning Administrator may approve the water allocation administratively. The allocation shall be provided if the points are met, and the Zoning Administrator shall limit their review to confirming the accuracy of the scoring.

If the business requests more water than the amount that can be approved by the Zoning Administrator, but the request is equal to or less than the amount which can be allocated by the Water Allocation Committee, then the Water Allocation may consider the request. In making a determination as to whether to allocate water to a particular project, the Water Allocation Committee may take into consideration any factors it deems pertinent, including the timeline for development, the advantages of the proposal to the community, and the amount of water remaining for allocation. The Water Allocation Committee may allocate less water than originally requested by the business.

When calculating the maximum allowable water allocation under Table 2, water previously allocated under this program shall be counted towards the maximum water allocation.

For the purposes of this program, decisions of the Zoning Administrator may be appealed to the Water Allocation Committee. Decisions of the Water Allocation Committee may be appealed to the City Council.

Attachment 2: Existing Commercial Projects Program

13.24.025 Water allocation categories.

A. Commercial Projects. Water will be allocated for commercial projects until the water allocation established by resolution has been fully allocated, based upon the point system outlined below. The applicant is responsible for providing enough information and documentation for the committee members to determine the scoring as listed below.

1. Projects scoring twenty or more points will be allocated water, if water is available.
2. The committee will have the authority to determine whether a project should be given all water requested or should receive a lesser amount due to the projected availability of water.

Commercial Project Criteria	Determination	Points Received
Revenue Generation Up to \$5,000 = 1 point \$5,001 – \$10,000 = 3 points \$10,001 – \$15,000 = 5 points \$15,001 or more = 7 points	Total: \$XX City's Share Property Tax Revenue 0.18% of \$XX = \$XX City's Share of Sales Tax Revenue 1% of \$XX = \$XX	
Jobs Creation 1 – 9 part time = 1 point 10 or more part time = 3 points 1 – 9 full time = 5 points 10 or more full time = 7 points		
Projects on Major Thoroughfares All other commercial areas = 1 point Fremont, Broadway, Del Monte = 5 points		
Removal of Blight Occupied building, remodel existing structure = 1 point Vacant building, remodel of existing structure = 3 points Occupied building, full demo and redevelopment = 5 points Vacant property, complete redevelopment = 7 points		
Business Retention Seven points will be awarded for projects which, if not approved, would result in the loss of an existing business which generates revenue for the city and/or significant employment.		
Total		