



**AGENDA**  
CITY OF SEASIDE  
CITY COUNCIL

REGULAR MEETING  
Council Chamber  
440 Harcourt Avenue  
Thursday, August 15, 2019  
7:00 PM

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**1. CALL TO ORDER**

**2. ROLL CALL – ESTABLISHMENT OF QUORUM**

|                  |                |
|------------------|----------------|
| Ian N. Oglesby   | Mayor          |
| David R. Pacheco | Mayor Pro Tem  |
| Jason Campbell   | Council Member |
| Jon Wizard       | Council Member |
| Alissa Kispersky | Council 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 minutes. Public 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. MONTEREY PENINSULA COLLEGE PRESENTATION ON APPOINTMENT  
PROCESS TO FILL VACANT DISTRICT 1 TRUSTEE POSITION**

**7. PRESENTATIONS**

**A. UPDATE ON STREET MAINTENANCE AND REPAIR PHASE 2 SCHEDULE**

**B. REPORT ON SKATE PARK FOCUS GROUPS AND PROPOSED RULES**

**8. CONSENT AGENDA**

**A. APPROVE MINUTES FROM JUNE 18, 2019, JUNE 20, 2019, JUNE 27, 2019, JULY 11, 2019, JULY 18, 2019 AND AUGUST 1, 2019**

**RECOMMENDATION:** That the minutes be approved.

**B. APPROVE AND FILE CITY CHECKS**

**RECOMMENDATION:** Approve and file the accounts payable and wired payments made during the period of July 20, 2019 through August 2, 2019 including the payroll and benefits checks, direct deposits and wired payments related to the pay period of August 2, 2019. Total Accounts Payable and Payroll for the above referenced period is \$1,897,112.44.

**C. APPROVE A RESOLUTION AUTHORIZING THE CLOSURE OF HARCOURT AVENUE TO THROUGH TRAFFIC AT CANYON DEL REY, ALLSTON AND HILLSDALE FOR THE CITY OF SEASIDE'S BIRTHDAY CELEBRATION ON OCTOBER 13, 2019 AND FOR THE TREE LIGHTING CEREMONY ON DECEMBER 13, 2019**

**RECOMMENDATION:** The purpose of this item is to request that City Council approve a resolution permitting the closure of Harcourt Avenue to through traffic at Canyon Del Rey, Allston and Hillsdale to ensure public safety during the City of Seaside's Birthday event on Sunday, October 13, 2019 between the hours of 10:00 a.m. to 5:00 p.m. and the Annual Tree Lighting Ceremony on Friday, December 13, 2019 between the hours of 10:00 a.m. to 10:00 p.m.

**D. APPROVE A RESOLUTION AUTHORIZING THE CLOSURE OF BROADWAY AVENUE FROM HILLSDALE TO ALHAMBRA STREETS FOR THE MONTEREY BAY SUMMER WAVES EVENT ON SATURDAY, AUGUST 31, 2019**

**RECOMMENDATION:** The purpose of this item is to consider a request for a resolution permitting the closure of Broadway Avenue to through traffic from Hillsdale to Alhambra to ensure public safety during the Monterey Bay Summer Waves event on Saturday, August 31, 2019 from 4pm-10pm.

**E. APPROVE A RESOLUTION EXECUTING MAINTENANCE AND RIGHT OF ENTRY AGREEMENT WITH BMW DEALERSHIP**

**RECOMMENDATION:** Consider approval of a resolution authorizing the City Manager to execute a Maintenance and Right of Entry Agreement with Seaside's BMW dealership.

**F. APPROVE A RESOLUTION AWARDING A CONSTRUCTION CONTRACT TO GRANITE CONSTRUCTION COMPANY FOR THE PAVEMENT REHABILITATION PROJECT PHASE 2 FOR AN AMOUNT NOT TO EXCEED \$821,776.00 AND TOTAL PROJECT COST WITH 15% CONTINGENCY OF \$945,042.00.**

**RECOMMENDATION:** Award a construction contract to Granite Construction Company (Granite) for the Pavement Rehabilitation Project – Phase 2 for an amount not to exceed \$821,776.00, authorize a total project amount with 15% contingency of \$945,042.00 and authorize the City Manager to execute the agreement.

**G. APPROVE A RESOLUTION AMENDING THE PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES FOR PAVEMENT DESIGN SERVICES TO INCLUDE DESIGN SERVICES DURING CONSTRUCTION, CONSTRUCTION MANAGEMENT, AND INSPECTION SERVICES FOR AN AMOUNT OF \$157,914 AND A TOTAL NOT TO EXCEED AMOUNT WITH A 15% CONTINGENCY OF \$181,601.10.**

**RECOMMENDATION:** Award a contract amendment to the professional services agreement with Harris & Associates (Harris) to include design services during construction, construction management, and inspection services for the Pavement Rehabilitation Project – Phase 2 for an amount not to exceed \$157,914 and a total amendment amount with contingency of \$181,601.10 and authorize the City Manager to execute the agreement. The total contract value, including this amendment, for the Harris & Associates Professional Services Agreement for Pavement Design Services, is for an amount not to exceed \$1,287,510, or \$1,311,197 with authorization by City Manager, or his designee, executing an amendment within the authorized contingency limits.

**H. ADOPT A RESOLUTION FOR DESIGNATION OF VOTING DELEGATES AND ALTERNATES AT THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE OCTOBER 16-18, 2019, IN LONG BEACH, CALIFORNIA**

**RECOMMENDATION:** That the City Council appoint Mayor Ian Oglesby as the voting delegate at the conference.

**I. DECLARE VACANCIES ON BOARDS, COMMISSIONS AND COMMITTEES**

**RECOMMENDATION:** That the City Council declare vacancies on the Neighborhood Improvement Program, Board of Architectural Review, Homeless Committee, Environmental Committee and Community Development and Advisory Committee and authorize the City Clerk to advertise for said vacancies.

**9. PUBLIC HEARING**

**A. CONDUCT A PUBLIC HEARING UNDER THE TAX AND EQUITY FISCAL RESPONSIBILITY ACT ("TEFRA") IN CONNECTION WITH THE PROPOSED ISSUANCE OF REVENUE BONDS BY THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY ("CMFA"), A JOINT EXERCISE OF POWERS AUTHORITY AND PUBLIC ENTITY OF THE STATE OF CALIFORNIA, IN AN AMOUNT NOT TO EXCEED \$55,000,000 TO FINANCE OR REFINANCE THE ACQUISITION, REHABILITATION, IMPROVEMENT AND EQUIPPING OF A 192-UNIT MULTIFAMILY RENTAL HOUSING PROJECT LOCATED AT 1466 YOSEMITE STREET, SEASIDE, CALIFORNIA.**

**RECOMMENDATION:** Adopt the resolution approving the issuance of the Bonds by the CMFA for the benefit of Seaside Housing L.P., (the "Borrower") a partnership of which Terrex Development Corporation (the "Developer") for the purposes of satisfying the requirements of TEFRA, the Code and the California Government Code Section 6500. There is no fiscal obligation or liability to the City.

**B. INTRODUCTION OF AN ORDINANCE TO ESTABLISH A COMMISSION ON JOB OPPORTUNITIES AND BUSINESSES IN SEASIDE (CJOBS)**

**RECOMMENDATION:** Introduce, conduct a public hearing, waive the first reading and pass to print the draft ordinance to modify the Seaside Municipal Code Section 2.14 Establishing a Commission on Jobs, Opportunities and Businesses in Seaside (CJOBS)

**C. EXTENSION OF URGENCY ORDINANCE #1060 AMENDING CHAPTER 9.08 OF THE SEASIDE MUNICIPAL CODE ESTABLISHING REGULATIONS FOR THE USE OF DESIGNATED SKATEBOARDING AREAS (ROLL CALL VOTE, REQUIRES 4/5 APPROVAL)**

**RECOMMENDATION:** The purpose of this item is to extend the urgency ordinance approved on July 18, 2019, modifying Chapter 9.08 of the Seaside Municipal Code establishing regulations for the use of designated skateboarding areas. This ordinance will expire on upon the effective date of a permanent ordinance.

**D. INTRODUCTION OF AN ORDINANCE TO PERMIT, BY LICENSE, SLEEPING IN VEHICLES UNDER SMC CHAPTER 8.23 SAFE PARKING (FIRST READING)**

**RECOMMENDATION:** Introduce and pass to print the first reading draft ordinance establishing licensing to operate a safe parking program.

**10. BUSINESS ITEMS**

**A. RECEIVE 2019 JULY 4TH HOLIDAY AND FIREWORKS AFTER ACTION REPORT AND PROVIDE DIRECTION TO STAFF**

**RECOMMENDATION:** Receive the detailed after action report of the fireworks operations and community event from July 4, 2019, discuss and provide direction to staff.

**B. A RESOLUTION DIRECTING THE TRANSFER OF FUNDS OF \$5,000 FROM THE CITY COUNCIL BUDGET FOR HOMELESS SERVICES TO THE HOMELESS COMMITTEE BUDGET FOR FY19/20**

**RECOMMENDATION:** Approve resolution authorizing the transfer of \$5000.00 from FY19/20 City budgeted funds from the City Council budget to the Homeless Committee budget.

**C. DEL MONTE MANOR BRIDGE LOAN REQUEST TO SUBSTITUTE AND (SUBORDINATE) AFFORDABILITY RESTRICTIONS**

**RECOMMENDATION:** Consider the Del Monte Manor Request to replace the City's Regulatory Deed Restriction of rents with the California Debt Limit Allocation Committee (CDLAC) Regulatory Deed Restriction to satisfy the affordability deed restriction.

**11. MAYOR, CITY COUNCIL, CITY MANAGER AND CITY ATTORNEY 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, make requests that items be added to future City Council meeting agendas as necessary and report on committee assignments.*

## **12. ADJOURNMENT**

Next Regularly Scheduled Meeting:  
September 5, 2019  
7:00 PM

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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. The City Council chamber is equipped with a portable microphone and assisted listening devices are available at all meetings. City Council Meetings that are held in the City Council Chambers are broadcast live to all Seaside residents on Comcast Channel 25 and U-verse Channel 99. Live streamed meeting videos as well as videos of past meetings are available on the City's website 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 Government Code Section 54954.2(a) or Section 54956.



**CITY OF SEASIDE  
STAFF REPORT**

**Item No.: 7.B.**

**TO:** City Council

**FROM:** Craig Malin, City Manager

**BY:** Dan Meewis, Recreation Director

**DATE:** August 15, 2019

**SUBJECT: REPORT ON SKATE PARK FOCUS GROUPS AND PROPOSED RULES**

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**PURPOSE & RECOMMENDATION**

The purpose of this item is to provide the City Council with an update on the Skate Park Focus Groups.

**BACKGROUND**

Prior to opening the skate park, the City needed to establish rules and regulations for use of the skate park. In order to do so, the Recreation Department arranged to host two focus groups to solicit community input on the rules for the park. In addition to the focus groups an online survey was also utilized to gain input.

The focus groups were held at different times and locations to try and capture as many residents as possible. The focus groups were advertised on the City's social media platforms and website. Staff also handed out fliers at the other local skate parks, and invitations were sent out to all the residents who live within a 500ft radius of the Skate Park. This item is a report back on the outcomes and discussions of those meetings and the proposed rules for the skate park.

**FISCAL IMPACT**

No fiscal impact

**ATTACHMENTS**

1. Survey
  2. DRAFT Skate park rules\_1
- 

Reviewed for Submission to the  
City Council by:



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Craig Malin, City Manager



## Skate Park Rules and Regulations

### Seaside Municipal Codes:

9.08.040: All skate park users shall wear a helmet, knee pads and elbow pads at all times when using the facility. All safety equipment shall be in good condition and repair and must fit the skater properly.

9.08.060: NO DOGS, DRUGS, ALCOHOL, OR LITTERING.

1. What is your address?  
\_\_\_\_\_
2. What is your age range?
  - ☐ 10 years old and younger
  - ☐ 11-13 years old
  - ☐ 14-18 years old
  - ☐ 19-25 years old
  - ☐ 25-35 years old
  - ☐ 35-49 years old
  - ☐ 50 years old and older
3. Do you (or someone in your household) plan to use the skate park?
  - ☐ Yes
  - ☐ No
  - ☐ Maybe
4. What hours should the Cutino skate park be open? *(Please note: skate park will not have lights at night)*
  - ☐ Dawn - Dusk
  - ☐ 9 AM - Dusk
  - ☐ 8 AM - 6 PM
  - ☐ Dawn - 6 PM
  - ☐ Other: \_\_\_\_\_
5. What age is acceptable for youth to be at skate park without parental supervision or accompanied by an adult?
  - ☐ 10 years old and older
  - ☐ 12 years old and older
  - ☐ 15 years old and older
  - ☐ 18 years old and older
  - ☐ Other: \_\_\_\_\_
6. What types of uses should be allowed at Cutino Skate Park? *(Select all that apply. Non-motorized wheels ONLY)*
  - ☐ Skate boards
  - ☐ Rollerskates
  - ☐ Rollerblades
  - ☐ Scooters
  - ☐ Bikes
  - ☐ Other: \_\_\_\_\_
7. Should bikes only be allowed at certain hours?
  - ☐ Bikes should be ALWAYS be allowed at all times
  - ☐ Yes, bikes should be allowed in the afternoon only
  - ☐ Yes, bikes should be allowed in the morning only
  - ☐ Yes, bikes should be allowed on weekdays only
  - ☐ Yes, bikes should be allowed on weekends only
  - ☐ No, bikes should NEVER be allowed
8. Should food and drinks be allowed inside the skate park? *(Please note: glass bottles and containers are not allowed at Seaside parks)*
  - ☐ Yes, food and drink should be allowed inside the skate park area
  - ☐ Drinks only
  - ☐ Water only
  - ☐ No, no food or drinks should be allowed inside the skate park area
  - ☐ Other: \_\_\_\_\_
9. Should the snack bar be open for the skate park?
  - ☐ Yes
  - ☐ Yes, afternoons only
  - ☐ Yes, weekends only
  - ☐ No
  - ☐ Other: \_\_\_\_\_
10. Additional Comments and Suggestions:

**Reglas y Regulaciones del Parque de Patinaje****Codigo Municipal de Seaside:**

9.08.040: Todos los usuarios del parque de patinaje deben usar casco, rodilleras y coderas en todo momento cuando utilicen las instalaciones. Todo el equipo de seguridad debe estar en buen estado y reparado, y debe ajustarse correctamente al patinador.

9.08.060: SIN PERROS, MEDICAMENTOS, ALCOHOL, O ALIMENTACIÓN.

1. ¿Cuál es tu dirección?  
\_\_\_\_\_
2. ¿Cuál es tu rango de edad?  
10 años y menos
  - ☐ 11-13 años
  - ☐ 14-18 años
  - ☐ 19-25 años
  - ☐ 25-35 años
  - ☐ 35-49 años
  - ☐ 50 años y mayores
3. ¿Usted (o alguien en su hogar) planea usar el parque de patinaje?
  - ☐ Sí
  - ☐ No
  - ☐ A lo mejor
4. ¿A qué horas debería estar abierto el parque de patinaje de Cutino? *(Nota: el parque de patinaje no tendrá luces por la noche)*
  - ☐ Amanecer - Anochecer
  - ☐ 9 AM - Anochecer
  - ☐ 8 AM - 6 PM
  - ☐ Mediodía - 6 PM
  - ☐ Otro: \_\_\_\_\_
5. ¿Qué edad es aceptable para que los jóvenes estén en el parque de patinaje sin la supervisión de los padres o acompañados por un adulto?
  - ☐ 10 años y mayores
  - ☐ 12 años y mayores
  - ☐ 15 años y mayores
  - ☐ 18 años y mayores
  - ☐ Otro: \_\_\_\_\_
6. ¿Qué tipos de usos deberían permitirse en el parque de patinaje de Cutino? *(Seleccione todas las que correspondan. SOLAMENTE ruedas no motorizadas)*
  - ☐ Patinetas
  - ☐ Patines
  - ☐ Scooters
  - ☐ Bicicletas
  - ☐ Otro: \_\_\_\_\_
7. ¿Se deberían permitir las bicicletas solo a ciertas horas?
  - ☐ Las bicicletas SIEMPRE deben estar permitidas en todo momento.
  - ☐ Sí, las bicicletas solo deben permitirse por la tarde.
  - ☐ Sí, las bicicletas solo deben permitirse por la mañana.
  - ☐ Sí, las bicicletas deben estar permitidas solo en días laborables.
  - ☐ Sí, las bicicletas solo deben estar permitidas los fines de semana.
  - ☐ No, NUNCA se deben permitir las bicicletas
8. ¿Deben permitirse alimentos y bebidas dentro del parque de patinaje? *(Nota: no se permiten botellas ni recipientes de vidrio en los parques de Seaside)*
  - ☐ Sí, se debe permitir comida y bebida dentro del área de patinaje.
  - ☐ Solo bebidas
  - ☐ Solo agua
  - ☐ No, no se deben permitir comida ni bebidas dentro del área de patinaje.
  - ☐ Otro: \_\_\_\_\_
9. ¿Debería estar abierto el snack bar para el parque de patinaje?
  - ☐ Sí
  - ☐ Sí, solo por las tardes
  - ☐ Sí, solo fines de semana
  - ☐ No
  - ☐ Otro: \_\_\_\_\_
10. Comentarios y sugerencias adicionales:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WELCOME TO THE SEASIDE SKATE PARK

THIS IS A FAMILY FACILITY. FOR YOUR SAFETY AND ENJOYMENT, PLEASE FOLLOW THESE IMPORTANT RULES:

- THE SKATE PARK IS AN UNSUPERVISED FACILITY. **SKATE AT YOUR OWN RISK.**
- BY ENTERING THIS FACILITY YOU ASSUME ALL RISKS AND RESPONSIBILITIES THAT ARE INHERENT TO EXTREME SPORTS ACTIVITIES WHICH COULD RESULT IN HARM TO PROPERTY, YOURSELF, AND OTHERS
- SKATE PARK HOURS ARE FROM 8AM – SUNSET UNLESS OTHERWISE NOTED. ENTERING AT ANY OTHER TIME IS TRESPASSING AND MAY RESULT IN A CITATION AND SEIZURE OF EQUIPMENT
- APPROPRIATE SAFETY GEAR IS REQUIRED WHICH INCLUDES: HELMET, KNEE AND ELBOW PADS  
**SEASIDE MUNICIPAL CODE – 9.08.040**
- THE SKATE PARK WILL BE CLOSED DURING RAIN OR IF THE SURFACE IS WET
- DO NOT USE PARK FEATURES OUTSIDE OF YOUR SKILL OR ABILITY LEVEL
- NO BIKES OR MOTORIZED VEHICLES OF ANY KIND IN THE SKATE PARK
- SKATERS UNDER THE AGE OF 8 MUST BE ACCOMPANIED BY AN ADULT AT LEAST 18 YEARS OF AGE
- NO GLASS IN OR AROUND THE SKATE PARK
- NO FOOD OR DRINK ON THE SKATING SURFACE
- NO SMOKING/VAPING/TOBACCO, ALCOHOL, OR DRUG USE OF ANY KIND
- TAGGING, GRAFFITI, PLACING STICKERS, OR DEFACING THE SKATE PARK IN ANY MANNER IS A CRIME.  
**VANDALS WILL BE PROSECUTED**
- NO PROFANITY, RECKLESSNESS, FIGHTING, OR DISRUPTIVE AND AGGRESSIVE BEHAVIOR
- ORGANIZED CONTESTS OR COMPETITIONS ARE PROHIBITED UNLESS PRE-APPROVED BY THE RECREATION DEPARTMENT DIRECTOR
- ADDITIONAL OBSTACLES SUCH AS RAMPS, JUMPS OR RAILS ARE STRICTLY PROHIBITED
- AMPLIFIED MUSIC THAT CAN BE HEARD FROM OUTSIDE THE PARK PERIMETER IS PROHIBITED
- ANIMALS AND PETS ARE STRICTLY PROHIBITED ON THE SKATING SURFACE
- VIOLATION OF THESE RULES MAY RESULT IN A CITATION AND/OR EXPULSION FROM THE SKATE PARK

TO REPORT AN ISSUE OR CONCERN WITH THE SKATE PARK PLEASE CALL THE CITY OF SEASIDE RECREATION DEPARTMENT AT 831.899.6800. FOR EMERGENCIES CALL 911 AND FOR NON-EMERGENCY RELATED ISSUES CALL THE SEASIDE POLICE DEPARTMENT AT 831.394.6811

WELCOME TO LLOYD GARNETT FIELD

THIS IS A FAMILY FACILITY. FOR YOUR SAFETY AND ENJOYMENT, PLEASE FOLLOW THESE IMPORTANT RULES:

- THE FIELD IS AN UNSUPERVISED FACILITY. **USE AT YOUR OWN RISK.**
- BY ENTERING THIS FACILITY YOU ASSUME ALL RISKS AND RESPONSIBILITIES THAT ARE INHERENT TO EXTREME SPORTS ACTIVITIES WHICH COULD RESULT IN HARM TO PROPERTY, YOURSELF, AND OTHERS
- FIELD HOURS ARE FROM DAWN TO DUSK UNLESS OTHERWISE NOTED. ENTERING AT ANY OTHER TIME IS TRESPASSING AND MAY RESULT IN A CITATION AND SEIZURE OF EQUIPMENT
- USERS OF THE FIELD ARE RESPONSIBLE FOR ANY DAMAGE THAT OCCURS FROM OBJECTS THAT LEAVE THE FIELD OF PLAY
- METAL SPIKES, METAL CLEATS, OR SCREW IN CLEATS OF ANY KIND ARE STRICTLY PROHIBITED ON THE FIELD. ONLY PLASTIC MOLDED CLEATS OR ATHLETIC SHOES ARE PERMITTED
- PERMITTED USERS HAVE PRIORITY USE OF THE FIELD
- ALL ORGANIZED GROUPS REQUIRE A USE PERMIT
- NO SHARP OBJECTS THAT COULD PIERCE OR DAMAGE THE TURF SURFACE ARE ALLOWED TO INCLUDE BUT NOT LIMITED TO: TENT STAKES, CORNER FLAGS, & CERTAIN TYPES OF FOLDING CHAIRS AND TABLES
- SMOKING/VAPING/TOBACCO, ALCOHOL, OR DRUG USE OF ANY KIND IS STRICTLY PROHIBITED
- NO GLASS CONTAINERS OF ANY KIND
- WATER IS THE ONLY LIQUID PERMITTED ON THE TURF SURFACE
- NO FOOD, GUM, SUNFLOWER SEEDS, OR OTHER TYPES OF SHELLLED NUTS ALLOWED ON THE TURF SURFACE
- ALL FORMS OF WHEELED RECREATIONAL EQUIPMENT IS PROHIBITED ON THE TURF SURFACE
- NO ANIMALS OR PETS ON THE TURF SURFACE
- NO PROFANITY, RECKLESSNESS, FIGHTING, OR DISRUPTIVE AND AGGRESSIVE BEHAVIOR
- NO GOLF
- NO UNAUTHORIZED VEHICLES

TO OBTAIN A USE PERMIT CONTACT THE RECREATION DEPARTMENT AT 831.899.6800  
TO REPORT AN ISSUE OR CONCERNS WITH THE FIELD PLEASE CALL THE CITY OF SEASIDE RECREATION DEPARTMENT AT 831.899.6800. FOR EMERGENCIES CALL 911 AND FOR NON-EMERGENCY RELATED ISSUES CALL THE SEASIDE POLICE DEPARTMENT AT 831.394.6811



## **CITY OF SEASIDE STAFF REPORT**

**Item No.: 8.A.**

**TO:** City Council

**FROM:** Craig Malin, City Manager

**BY:** Lesley Milton, Assistant City Manager

**DATE:** August 15, 2019

**SUBJECT: APPROVE MINUTES FROM JUNE 18, 2019, JUNE 20, 2019,  
JUNE 27, 2019, JULY 11, 2019, JULY 18, 2019 AND AUGUST 1,  
2019**

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### **PURPOSE & RECOMMENDATION**

That the minutes be approved.

### **BACKGROUND**

Going forward, all Brown Act meetings which are recorded will have Action Minutes prepared for approval, consistent with the current Seaside Municipal Code as stated below. While Discussion Minutes and Verbatim Minutes can be useful at times, with the technological availability of meeting videos, questions, concern or historical research regarding meeting discussion can be referred to the video, which is kept in perpetuity per the City's record retention schedule.

#### **2.02.330 Minutes – Preparation.**

A. The minutes shall consist of a clear and concise statement of each and every council action including the motions made and the vote thereon. Reasons for making a motion, or voting, council debate and audience reaction may be included if considered to be particularly relevant or otherwise necessary, by the city clerk in the first instance and by the council in the final instance. The city clerk shall have exclusive responsibility for preparation of the minutes, and any directions for changes in the minutes shall be made only by action of the city council.

#### **2.02.340 Minutes – Hearings.**

Whenever the council acts in a quasi-judicial proceeding, such as hearings as defined in

SMC 2.02.400, the minutes shall contain a synopsis of all evidence considered in the hearing including statements of persons addressing the council. (Ord. 382, 1970; prior code § 1-200(H-2))

**FISCAL IMPACT**

N/A

**ATTACHMENTS**

1. 20190618mCCsm
  2. 20190620mCCr
  3. 20190627mCCSAjsm
  4. 20190711mCCsm
  5. 20190718mCCr
  6. 190801mCCSAjsm
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Reviewed for Submission to the  
City Council by:



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Craig Malin, City Manager



**DRAFT MINUTES**  
CITY OF SEASIDE  
CITY COUNCIL

SPECIAL MEETING  
Council Chamber  
Tuesday, June 18, 2019  
6:00 PM

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**1. CALL TO ORDER**

Mayor Oglesby called the meeting to order at 6:00 PM.

**2. ROLL CALL – ESTABLISHMENT OF QUORUM**

PRESENT: Campbell, Kispersky, Oglesby, Pacheco, Wizard

ABSENT: None

**3. PUBLIC COMMENT**

Speakers: George Riley

**4. BUSINESS ITEMS**

**A. DISCUSS AND PROVIDE DIRECTION ON AN \$800,000 LOW-INTEREST BRIDGE LOAN TO SUPPORT RENOVATION & RECAPITALIZATION OF DEL MONTE MANOR**

City Manager Malin spoke to the request from the Del Monte Manor for a loan to support the renovation of affordable housing. On question, the City Attorney responded the funds are eligible to be used in compliance with Housing Successor Agency Funds. The Council questioned total funds available, what the deed restrictions would be sufficient to ensure the City minimizes risk, what is the financial remedy when there is a worst case scenario and other risk scenarios. Public Comment: Daryl Choate, president of the Del Monte Manor

*On motion by Council Member Pacheco and seconded by Mayor Oglesby and passed by the following vote the City Council approved the item authorizing a \$800,000 low interest bridge loan with a 2.4% interest rate and first possession deed of trust, deed restriction of 55 years, and repayment of the loan by the end of the year, December 31, 2019.*

*RESULT: APPROVED 5-0*

**5. STUDY SESSION**

**A. INTRODUCTION AND DISCUSSION OF THE 2019-20 GENERAL AND OTHER FUNDS OPERATING BUDGET, CAPITAL OUTLAY BUDGET, CAPITAL IMPROVEMENT BUDGET, POSITION CONTROL LIST AND SALARY SCHEDULE, THE APPROPRIATIONS LIMIT, THE CAPITAL IMPROVEMENT PLAN, AND RESERVE AMOUNTS**

City Manager Malin presented the preliminary draft budget to the Council for FY 19/20 as a preview in advance of the Public Hearing to understand the Council priorities. He explained the total projected revenues of \$32 million, but projected expenditures of \$35 million, with the deficit offset by the golf course land sale, leaving an estimated surplus

of \$813,259. Growth of the reserves has grown from 4.4 to 9 million during his tenure and has put the city in a position of fiscal strength. He reminded the Council that our land sale opportunities can lead the community toward sustainable commercial tax base, which is our path for the next few years. He explained key programs that are necessary as well as expenditures that were cut in efforts to reduce the operating expenditures, stating our expenditures are outpacing our revenues at a pace that is unsustainable. He spoke to the expense increases of significance including street improvements, salaries, Cutino park bonds, storm water, homeless services, side walk repair, PERS unfunded liability, works compensation, liability insurance and code enforcement overtime. Mr. Malin outlined the things that are included and not included in the budget as drafted, but invited Council discussion on changes. However he did indicate that this budget has dramatically improved street and park improvements, sidewalk and median maintenance, increased code enforcement, substantial housing programming, and completion of the general plan. The City Council questioned many operational aspects of the budget, including but no limited to department needs and benefits, unfilled positions, potential raises, the impact of the sales tax measures, park improvements, parking and vehicle abatement, tree replanting, the farmer's market, capital improvements and street improvements. City Manager Malin indicated this conversation and some changes will be incorporated into the Public Hearing meeting.

**6. ADJOURNMENT**

Meeting was adjourned at 8:45 PM.

**Respectfully submitted,**

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**Lesley Milton-Rerig, City Clerk**

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**Ian N. Oglesby, Mayor**



**DRAFT MINUTES**  
CITY OF SEASIDE  
CITY COUNCIL

REGULAR MEETING  
Council Chamber  
Thursday, June 20, 2019  
7:00 PM

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**1. CALL TO ORDER**

Mayor Oglesby called the meeting to order at 7:00 PM.

**2. ROLL CALL – ESTABLISHMENT OF QUORUM**

PRESENT: Campbell, Kispersky, Oglesby, Pacheco, Wizard

ABSENT: None

**3. INVOCATION AND PLEDGE OF ALLEGIANCE**

**4. REVIEW OF AGENDA**

No changes.

**5. PUBLIC COMMENT**

Public comments: Ron Pina, Kathy Hoya, Ruthie Watts, Regina Mason, Mitt Sawhney, Emily Wong, Ann Marie Pagan, Shana Rowe, Babette Randazzo, Harold Lusk, Lisa Anne Sawhney, Alice Jordan, Steven Cry, Kenneth Murray

**6. PUBLIC AGENCY COMMUNICATIONS**

Community Development Director Stearns invited people to the Pollinator Party June 22nd at Manzanita-Stuart Park hosted by the Environmental Committee.

**7. PRESENTATIONS**

**A. SCHOOL RESOURCE OFFICER PROGRAM UPDATE**

Sergeant Jorge Enriquez presented an update on the School Resource Officer program.

**B. UPDATE ON IMPLEMENTATION OF CITY FINANCIAL POLICIES AND TRANSPARENCY MEASURES**

City Manager Malin spoke to the amendments made to financial practices after the fiscal audit to ensure more transparency with our financial operations. He listed the five things that have changed including the following: Amendments to the city policy to require full Council approval for Council Members to have purchasing cards, added an Accountant position to the Finance staff, requirement for Council approval for any line item revisions to the Council budget, new monthly budget reports will be posted on the City website, and a he reveal the Open Gov financial transparency portal that allows residents to create customizable reports and financial data on the City's website, real time.

**C. TEMPORARY SAFE ROUTES TO SCHOOL DEMONSTRATION EVENT UPDATE**

Transportation Planner Ariana Green from TAMC presented the after-action report for the Safe Routes to School temporary traffic changes at King Elementary and cited survey statistics that the changes were predominantly positive.

**8. CONSENT AGENDA**

Lisa Ann Sawhney pulled all items from the Consent Agenda.

**A. APPROVE MINUTES OF JUNE 6, 2019 AND JUNE 11, 2019**

***Action: Approved***

Public Comment: Lisa Ann Sawhney

*On motion by Council Member Jason Campbell and seconded by Mayor Pro Tem Dave Pacheco and passed by the following vote the City Council Approved the item as presented.*

**RESULT:      *Approved 5-0***

**B. APPROVE AND FILE CITY CHECKS**

***Action: Approved***

***Public Comment: Lisa Ann Sawhney***

*On motion by Council Member Jason Campbell and seconded by Mayor Pro Tem Dave Pacheco and passed by the following vote the City Council Approved the item as presented.*

**RESULT:      *Approved 5-0***

**C. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM CENTRAL COAST HIGH SCHOOL**

***Action: Approved***

Public Comment: Lisa Ann Sawhney, Ann Marie Pagan

*On motion by Council Member Jason Campbell and seconded by Council Member Alissa Kispersky and passed by the following vote the City Council Approved Items C, D, E, G, H & I*

**RESULT:      *Approved 5-0***

**D. APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE AQUATIC CLUB - THE DOLPHINS**

***Action: Approved***

**E. APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM THE BOYS & GIRLS CLUBS OF MONTEREY COUNTY**

***Action: Approved***

**F. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM CYPRESS**

**GATORS BASEBALL AND SOFTBALL**

***Action: Approved***

Council Member Pacheco questioned why a team that is based in Monterey, practices and plays in Monterey is requesting a fee waiver from Seaside and expressed frustration that they did not request the same from Monterey. Recreation Director Meewis indicated that they are based in Monterey but meet the qualifications of the Mayors Youth Fund application because they have more than 50% of players are Seaside residents.

Public Comments: Kenneth Murray

*On motion by Council Member Jason Campbell and seconded by Council Member Jon Wizard and passed by the following vote the City Council Approved the item as presented.*

**RESULT: *Approved 4-1***

AYES: Campbell, Kispersky, Oglesby, Wizard

NOES: Pacheco

**G. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM BETHEL BAPTIST CHURCH**

***Action: Approved***

**H. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM THE VILLAGE PROJECT/THE MAE C. JOHNSON EDUCATION & CULTURAL ENRICHMENT ACADEMY**

***Action: Approved***

**I. APPROVE A FEE WAIVER AND CO-SPONSORSHIP REQUEST FROM THE PAN-HELLENIC COUNCIL FOR COSTS ASSOCIATED WITH THE 2020 MARTIN LUTHER KING, JR. MARCH AND PROGRAM IN THE AMOUNT OF SIX THOUSAND ONE HUNDRED AND SIX DOLLARS AND THIRTY-EIGHT CENTS (\$6,106.38)**

***Action: Approved***

**J. APPROVE A FEE WAIVER FROM THE OFFICE OF ASSEMBLYMEMBER MARK STONE FOR THE USE OF THE DANCE STUDIO FOR THEIR SENIOR SCAM STOPPER SEMINAR**

***Action: Approved***

Public Comment: Lisa Ann Sawhney

*On motion by Council Member Jason Campbell and seconded by Jon Wizard and passed by the following vote the City Council Approved the item as presented.*

**RESULT: *Approved 5-0***

**K. APPROVAL OF A RESOLUTION TO APPROVE AND AUTHORIZE SIGNING THE SIGNATURE PAGE OF THE MONTEREY COUNTY JOINT ANALYSIS OF IMPEDIMENTS**

***Action: Approved***

*On motion by Council Member Jason Campbell and seconded by Mayor Pro Tem Dave Pacheco and passed by the following vote the City Council Approved the item as presented.*

**L. ADOPT A RESOLUTION APPROVING A BUDGET TRANSFER TO FUND  
INTERNAL PERSONNEL INVESTIGATIONS PERFORMED BY A THIRD PARTY.**

*On motion by Council Member Jason Campbell and seconded by Mayor Pro Tem Dave Pacheco and passed by the following vote the City Council Approved the item as presented.*

**M. ADOPT A RESOLUTION APPROVING AN AGREEMENT WITH BRIGHT FUTURE SOLAR ENERGY IN THE AMOUNT OF TWENTY-NINE THOUSAND, FOUR HUNDRED DOLLARS (\$29,400.00) FOR A ROOF-MOUNTED SOLAR ENERGY SYSTEM AT THE OFF-SITE FIRE APPARATUS STORAGE FACILITY.**

*On motion by Council Member Jason Campbell and seconded by Jon Wizard and passed by the following vote the City Council Approved the item as presented.*

**N. ADOPT A RESOLUTION APPROVING A CONTRACT WITH THE SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS FOR ANIMAL SHELTERING SERVICES**

*On motion by Council Member Jason Campbell and seconded by Mayor Pro Tem Dave Pacheco and passed by the following vote the City Council Approved the item as presented.*

**O. ADOPT A RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICES AGREEMENT WITH DB GAYA CONSULTING, LLC, FOR COATING QUALITY ASSURANCE INSPECTION SERVICES FOR THE WATER TANK COATING IMPROVEMENTS FOR AN AMOUNT NOT TO EXCEED \$24,360.**

*On motion by Council Member Jason Campbell and seconded by Council Member*

**RESULT:** **Approved 5-0**

***Action: Approved***

*On motion by Council Member Jason Campbell and seconded by Council Member Kispersky and passed by the following vote the City Council Approved the item as presented.*

AYES: Campbell, Kispersky, Oglesby, Wizard  
NOES: Pacheco

***Action: Approved***

*On motion by Council Member Jason Campbell and seconded by Mayor Pro Tem Dave Pacheco and passed by the following vote the City Council Approved the item as presented.*

**RESULT:** *Approved 5-0*

## 9. PUBLIC HEARING

Due to the lateness of the meeting, the item was truncated. Mayor Oglesby opened the public hearing on the 2019 and 2020 budget. City Manager Malin presented the shortened budget presentation due to the lateness of the hour, explaining the difference between the draft and the proposed budget; the updated salary schedule was updated, the Cal VIP program was updated for youth resources, and \$1,500 was added for more trees planting. He outlined the estimated revenue, projected expenditures and incorporating the golf course land sale leaves net revenue of \$811k. He encouraged the Council to consider strategizing what to do with future land sale revenues. On request by City Manager Malin, the Council indicated that they wanted specific things to be incorporated or discussed at the next budget session; to know more about fireworks, potential costs of fee waivers for ADUs, possible revamping of the farmer's market, possibly adding a staff member to the recreation department and more money from the general fund for street maintenance.

Public Comments: Mitt Sawhney, Ken Fittro.

This item was continued to June 27th at 6:00 PM.

**B. INTRODUCTION OF AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE CHAPTER 9 ADDING CHAPTER 9.21 STORAGE OF PERSONAL PROPERTY ON CITY PROPERTY (FIRST READING - ROLL CALL VOTE)**

Human Resources Director Greathouse spoke to the purpose of the ordinance regarding the storage of personal property on city property, bringing city regulations in compliance with constitutional requirements. This will establish regulations and allow for the removal of personal property from public property. Ms. Greathouse detailed the RFP that was issued for cleanup services and explained the City is working collaboratively with other jurisdictions. The City has developed operating guidelines for the noticing, removal, storage and retrieval of personal property.

Mayor Oglesby opened the public hearing. Speakers: Diane Nielson, A resident, Roy Pina, Ann Marie Pagan, Lisa Sawhney

The Council discussed the details of storage of personal property as it pertains to the new regulations, the fact that Laguna Grande park is co-owned, and that the intent of any potential camping ordinance was to not establish a homeless encampment. On question, staff explained the anticipated budget for cleanup efforts to be approximately \$100,000 annually.

*On motion by Council Member Wizard and seconded by Council Member Campbell and passed unanimously, the City Council passed to print the draft ordinance establishing regulations for the removal of personal property on public property with a caveat that there is no ability to charge fees for collection and inventory of personal property.*

*RESULT: APPROVED 5-0*

**C. CONSIDERATION AND ADOPTION OF URGENCY ORDINANCE PROHIBITING THE USE OF ALL FIREWORKS AFTER 10:00 P.M.**

City Attorney Freeman spoke to the City and City Council concerns about illegal fireworks enforcement citing the difficulty to enforce illegal firework activity. The urgency ordinance would have an effect immediately and would prohibit the use of any fireworks, including safe and sane after the hour of 10 pm. The ordinance is good for 45 days after which it could be evaluated and if successful, a final ordinance can be brought before the Council. On question, Police Chief Pridgen said that people are using safe and sane to mask their use of illegals and Police can better focus enforcement efforts with this in place. Fines are significant, and will be used as a great deterrent. City attorney said that the \$2,500 fine would apply for violations. The Council discussed the moratorium hours with great debate and agreed to prohibit the activity between 10 pm and 10 am except on July 4th when it would be extended until 11 pm.

Public Comment: Marie Ann Pagan, a representative for the fire operators and fireworks distributors, Mitt Sawhney, Diane Nielsen, Regina Mason, Milton Brusard, Lisa Ann Sawhney, Ken Fittro

*On motion by Council Member Campbell, and seconded by Council Member Pacheco*

*and passed by the following vote the City Council adopted the urgency ordinance declaring a moratorium on the use of all fireworks between the hours of 10 pm and 10 am with the exception of fourth of July from 11 pm on the 4th of July to 10 am. Council Member Kispersky did not want to ban fireworks at all but believes it is an expression of celebration of independence.*

**RESULT:** **Approved 4-1**  
**AYES:** Campbell, Oglesby, Pacheco, Wizard  
**NOES:** Kispersky

**D. REVIEW, DISCUSS, CONDUCT A PUBLIC HEARING, AND CONSIDER ADOPTION OF A RESOLUTION TO APPROVE THE PROPOSED 2019 - 2020 FEE SCHEDULE**

Finance Director Drabner explained the adopted resolution that allows the City to increase certain fees annually by the adopted CPI index. She noted that the appropriate fees have been adjusted and noted that the previously waived fees for West Broadway improvements have been reincorporated into the fee schedule. Recreation fees were not increased. Ms. Drabner answered questions from the Council, who discussed expanding the fee waivers to inspire more building improvements on Broadway. Council member Wizard questioned flat fee charges for dog licensees fees to streamline the process. Public Comments: Ken Fittro, Lisa Ann Sawhney

*On motion by Council Member Pacheco, seconded by Council Member Kispersky and passed by the following vote the City Council approved the proposed fee schedule with the exception of continuing the waive building improvement permits for three months on West Broadway, and making all dog license fees a flat \$25 fee.*

**RESULT:** **APPROVED 5-0**

**10. BUSINESS ITEMS**

**A. CONSIDER A FEE WAIVER REQUEST FROM CENTRAL COAST BOMBERS FOR THE USE OF SOPER FIELD, METZ FIELD AND CUTINO FIELD**

Recreation Director Meewis spoke to the requested use of Cutino Park and the concern regarding sharing of the field with other recreation programs. The Council discussed the new usages added at the field, the impact to the field, costs of field rentals and costs of maintenance and scheduling challenges. Council Member Wizard requested that when we discuss fee waivers at a future meeting and the associated costs for the use of the facility. Public Comments: Ken Fittro, Richard Miramontes, JD Money, Mitt Sawhney

*On motion by Council Member Jon Wizard and seconded by Mayor Pro Tem Dave Pacheco and passed by the following vote the City Council Approved the item as presented.*

**RESULT:** **Approved 5-0**

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

**12. ADJOURNMENT**

The meeting was closed in honor of Mary Ann Harris at 12:10 AM.

**Respectfully submitted,**

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**Lesley Milton-Rerig, City Clerk**

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**Ian N. Oglesby, Mayor**



## **DRAFT MINUTES**

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

JOINT SPECIAL MEETING  
Council Chamber  
Thursday, June 27, 2019  
5:30 PM

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**1. CALL TO ORDER**

Mayor Oglesby called the meeting to order at 5:30 PM.

**2. ROLL CALL – ESTABLISHMENT OF QUORUM**

PRESENT: Campbell, Kispersky, Oglesby, Pacheco, Wizard

ABSENT: None

**3. CLOSED SESSION**

The City Council adjourned to Closed Session. No comments from the public.

**A. CLOSED SESSION PURSUANT TO GOVERNMENT CODE 54957.6 -  
CONFERENCE WITH LABOR NEGOTIATORS**

Agency Negotiators: Craig Malin, City Manager; Roberta Greathouse, Human Resources Director / Risk Manager; Kimberly Drabner, Finance Director; Donna Williamson, Labor Negotiator

Employee Organizations: Seaside City Employees' Association and Seaside Police Officers' Association

**4. CONSENT AGENDA**

Items B, C and D were pulled from the consent agenda.

*On motion by Council Member Alissa Kispersky and seconded by Council Member Jon Wizard and passed by the following vote the Council approved item A.*

**RESULT: *Approved 5-0***

**A. PROCLAMATION RECOGNIZING JULY 2019 AS NATIONAL BEBE MOORE  
CAMPBELL MINORITY MENTAL HEALTH AWARENESS MONTH**

***Action: Approved***

**B. APPROVE A RESOLUTION ACCEPTING THE CITY OF SEASIDE HOMELESS  
COMMISSION RECOMMENDATIONS DIRECTING (\$10,000.00) OF CITY  
BUDGETED FUNDS TO THE SAFE PARKING PROGRAM FOR INFRASTRUCTURE  
IMPROVEMENTS.**

***Action: Approved***

Economic Development Director Stearns indicated that the program intent has changed since publication of the agenda and that this item would not be a policy but an ordinance. She said that if the funds were allocated and if the program disbanded, she requested the funds be reverted back to the Homeless committee budget. Public Comments: Kenneth Murray

*On motion by Council Member Jon Wizard and seconded by Council Member Alissa*

**RESULT:** *Approved 5-0*

**Action: Approved**

*On motion by Mayor Pro Tem Dave Pacheco and seconded by Council Member Jon Wizard and passed by the following vote the City Council approved resolution 19-49*

**RESULT:** *Approved 5-0*

***Action: Approved***

*On motion by Mayor Pro Tem Dave Pacheco and seconded by Council Member Jason Campbell and passed by the following vote the City Council approved Resolution 19-50.*

**RESULT:** *Approved 5-0*

**A. APPROVE THE 2019-20 GENERAL AND OTHER FUNDS OPERATING BUDGET, CAPITAL OUTLAY BUDGET, CAPITAL IMPROVEMENT BUDGET, POSITION CONTROL LIST AND SALARY SCHEDULE, THE APPROPRIATIONS LIMIT, THE CAPITAL IMPROVEMENT PLAN, AND SET THE RESERVE AMOUNTS AND AUTHORIZE STAFF TO TAKE ACTIONS AS NECESSARY FOR BUDGET IMPLEMENTATION**

Thursday, June 27, 2019 City Council Joint Special Meeting

improved alley, sidewalk, median maintenance, increased code enforcement, general plan update completion, long range budget modeling and substantial housing programming. In the future the budget will be positively impacted with the projects of campus town, nurses barracks main gate, terrace and Broadway and the land sale revenues the will come from those.

Mr. Malin recapped the requests from the Council from the first to meetings to include the following: Removal of funding from the Chamber of Commerce and the MPRWA, and additional expenditures for the Homeless Committee, Environmental Committee, Funding for a Citizens police committee, Parks funding, sidewalk repairs, neighborhood permit parking program, Oldemeyer and City Hall Chairs, Oldemeyer door replacements, Cutino park security cameras, ADU permit fee waivers, farmers market and a Cinco De Mayo festival. The Council discussed the list as presented.

Mayor Oglesby invited comments from the public.  
Mitt Sawhney, Molly Evans, Felix Bachofner

City Manager Malin and City Attorney Damon spoke in response to public comment assuring that the City needs to be vigilant and that the budget is going in the right direction. The Council discussed the validity of the Chamber and the MPRWA allocation. Council Member Campbell disagreed with the value of the water authority and did not support the motion.

*On motion by Council Member Pacheco and seconded by Council Member Wizard and passed by the following vote the City Council approved the FY 2019.20 operating budget with the amendments listed in the resolution to the draft budget, as well as the elimination of the \$5,000 allocation to the Chamber of Commerce, reinserting the Virginia Street lighting program for \$5,000, reducing the MPRWA allocation by half and receiving quarterly budget reports as promised.*

**RESULT:** *Approved 4-1*  
**AYES:** *Kispersky, Oglesby, Pacheco, Wizard*  
**NOES:** *Campbell*

**B. INTRODUCTION OF AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE  
CHAPTER 9.08 ESTABLISHING REGULATIONS FOR THE USE OF DESIGNATED  
SKATEBOARDING AREAS**

***Action: Tabled***

Staff requested to table for further public engagement. Staff intends to have focus groups with potential users of the park before the Council deliberates. No public comments.

*On motion by Council Member Jon Wizard and seconded by Mayor Pro Tem Dave Pacheco and passed by the following vote the City Council tabled the item.*

**RESULT:** *Approved 5-0*

**6. BUSINESS ITEMS**

**A. CONSIDER APPROVAL OF A RESOLUTION AUTHORIZING THE CLOSURE OF**

**BROADWAY AVENUE TO THROUGH TRAFFIC FROM FREMONT BOULEVARD TO DEL MONTE AVENUE, AND ASSOCIATED SIDE STREETS, FOR THE EXOTICS ON BROADWAY EVENT ON AUGUST 17, 2019**

***Action: Approved***

Community Development Director Stearns presented the details of the event, including times of closures, set up and take down and the traffic control plan. The event is not without concerns, regarding social media starts. The event tends to attract people with an attraction of speed. She spoke to the site plan, operation & security plan, estimated number of attendees and benefit of this event for the activation of our downtown district. Public Comments: Mitt Sawhney

*On motion by Council Member Jon Wizard and seconded by Mayor Pro Tem Dave Pacheco and passed by the following vote the City Council approved the item as presented.*

**RESULT: *Approved 5-0***

**7. CLOSED SESSION**

Having no public comments on the Closed Session, the City Council adjourned to Closed Session.

**A. PURSUANT TO GOVERNMENT CODE 54957 -PUBLIC EMPLOYEE APPOINTMENT**

Position: City Attorney

**8. ADJOURNMENT**

There were no announcements from Closed Session. Having no further business, the meeting was adjourned.

**Respectfully submitted,**

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**Lesley Milton-Rerig, City Clerk**

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**Ian N. Oglesby, Mayor**



**DRAFT MINUTES**  
CITY OF SEASIDE  
CITY COUNCIL

SPECIAL MEETING  
Council Chamber  
Thursday, July 11, 2019  
5:30 PM

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**1. CALL TO ORDER**

Mayor Oglesby called the meeting to order at 5:30 PM.

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL – ESTABLISHMENT OF QUORUM**

PRESENT: Campbell, Kispersky, Oglesby, Pacheco, Wizard  
ABSENT: None

**4. PUBLIC COMMENT ON CLOSED SESSION ITEMS**

No speakers.

**5. CLOSED SESSION**

The City Council adjourned to Closed Session.

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

1. 95 square feet of private property located at 1600 Fremont Boulevard (APN 012-181-024). Negotiator for the City: Craig Malin, City Manager, et. al. Negotiator for Property Owner: Mr. Leung, Lauren Matt. Under negotiation: price, terms of payment or both.
2. The Property Commonly Referred to As Main Gate (Property bounded by Lightfighter, Divarty, Second Street and Highway 1) Negotiator for the City: Craig Malin, City Manager, Under Negotiation:Purchase and Sale Agreement Terms
3. The Property Commonly Referred to As The Medical Officer Barracks (Property bounded by Lightfighter, and Giggling Road) Negotiator for the City: Craig Malin, City Manager, Under Negotiation:Purchase and Sale Agreement Terms
4. The property located at the northwest corner of Contra Costa Street and Sonoma Avenue. 1) Negotiator for the City: Craig Malin, City Manager, Under Negotiation:Purchase and Sale Agreement Terms

**B. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE 54956.9 (b) POTENTIAL LITIGATION**

2 Cases

**C. CLOSED SESSION CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (d)(1)**

Residents for Responsible Homeless Shelters VS. County of Monterey, CA; City of Salinas; City of Seaside; and, Does 1-10 Case Number 19CV002326

**6. ADJOURNMENT**

The Council reconvened to open session and there were no announcements for the public. On motion, the meeting was adjourned.

**Respectfully submitted,**

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**Lesley Milton-Rerig, City Clerk**

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**Ian N. Oglesby, Mayor**



**DRAFT MINUTES**  
CITY OF SEASIDE  
CITY COUNCIL

REGULAR MEETING  
Council Chamber  
Thursday, July 18, 2019  
7:00 PM

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**1. CALL TO ORDER**

Mayor Oglesby called the meeting to order.

**2. ROLL CALL – ESTABLISHMENT OF QUORUM**

PRESENT: Campbell, Kispersky, Oglesby, Pacheco, Wizard

ABSENT: None

**3. INVOCATION AND PLEDGE OF ALLEGIANCE**

**4. REVIEW OF AGENDA**

8D was pulled from consideration by the Applicant. City Attorney Freeman requested Item 10C be continued to a future meeting.

**5. PUBLIC COMMENT**

Public Comments:

A recently retired teacher, Michel Pekin, Judy Proud and Amy Treadwell the directors with the Monterey International Blues Festival, Ruthie Watts, Cathy Waya, Lisa Anne Sawney, Mitt Sawhney, Helen Rucker, Harold Lusk

**6. PUBLIC AGENCY COMMUNICATIONS**

Jim Vossen, Alvin Edwards and George Riley from the Monterey Peninsula Water Management District provided comments.

**7. PRESENTATIONS**

**A. RECOGNIZING DAVID GRAY AND JEFF LONG FOR THEIR PROMPT ACTIONS AND SELFLESS SERVICE PERFORMED DURING A RESIDENTIAL STRUCTURE FIRE ON MAY 3, 2019.**

*Action: Presented certificates of appreciation*

**B. PRESENTATION RECOGNIZING JENNIFER MILLER AS THE POLICE DEPARTMENT'S SELECTION FOR CIVILIAN VOLUNTEER OF THE YEAR**

*Action: Presented Certificates of Appreciation*

**C. PRESENTATION OF THE JUNE AND JULY 2019 HOUSE OF THE MONTH**

*Action: Presented*

**D. PRESENTATION OF THE BUSINESS OF THE SECOND QUARTER 2019**

*Action: Presented*

**8. CONSENT AGENDA**

Item D was continued and Items A, C, F and G was pulled for discussion.

Council Member Wizard requested that there is consistency for all organizations requesting fee waivers in terms of insurance requirements.

*On motion by Council Member Jason Campbell and seconded by Mayor Pro Tem Dave Pacheco and passed by the following vote the City Council approved the Consent Agenda items B & E.*

**RESULT: *Approved 5-0***

**A. APPROVE AND FILE CITY CHECKS**

Public Comment: Lisa Anne Sawhney

*On motion by Council Member Jason Campbell and seconded by Mayor Pro Tem Dave Pacheco and passed by the following vote the City Council approved the item as presented.*

**RESULT: *Approved 5-0***

**B. PROCLAMATION DESIGNATING JULY 2019 AS PARKS AND RECREATION MONTH**

***Action: Approved***

**C. APPROVE COALITION OF SCHOLARSHIP ORGANIZATION'S REQUEST FOR THE CITY TO CO-SPONSOR AND WAIVE FEES FOR USE OF THE LAGUNA GRANDE HALL AT OLDEMAYER FOR A FORUM ON SCHOLARSHIP OPPORTUNITIES FOR LOCAL HIGH SCHOOL SENIORS**

***Action: Approved***

**D. APPROVE A FEE WAIVER FROM MONTEREY BAY BAPTIST DISTRICT ASSOCIATION FOR THE USE OF THE LAGUNA GRANDE HALL AND KITCHEN FOR THEIR SCHOLARSHIP LUNCHEON**

***Action: Continued***

**E. APPROVE A RESOLUTION AUTHORIZING THE SURPLUS OF A 1995 PARAMOUNT 3-D TYPE I FIRE ENGINE AND DONATION OF ENGINE TO THE SOUTH YREKA FIRE PROTECTION DISTRICT.**

***Action: Approved***

**F. APPROVE A RESOLUTION CALLING FOR FULL AND FAIR FUNDING OF CALIFORNIA'S PUBLIC SCHOOLS**

Wizard requested to note in the resolution recital that we are the fifth largest economy in the world.

Public Comment: Mitt Sawhney, Helen Rucker

*On motion by Council Member Jon Wizard and seconded by Council Member Jason Campbell and passed by the following vote the City Council approved the resolution amending the resolution to the 5th largest economy.*

**RESULT: *Amended 5-0***

**G. APPROVE A RESOLUTION AUTHORIZING THE CLOSURE OF HARCOURT AVE FOR THE 2019 NATIONAL NIGHT OUT ON AUGUST 6, 2019 FROM 4:00PM TO 8:00PM.**

Public Comment: Lisa Anne Sawhney

*On motion by Council Member Jason Campbell and seconded by Mayor Pro Tem Dave Pacheco and passed by the following vote the City Council approved the item as presented.*

**RESULT:                      *Approved 5-0***

**9.      BUSINESS ITEMS**

**A. APPROVAL OF A CONTRACT WITH DISASTER KLEENUP SPECIALISTS FOR ON-CALL PROPERTY CLEAN-UP SERVICES FOR AN AMOUNT NOT TO EXCEED \$100,000**

City Engineer Riedl spoke to the intent and details of the RFP that was negotiated for cleanup service of personal items on public property. He explained the new procedures that individuals can report concerns via phone, email or by mobile app.

Public Comment: Diane Nielson, Bob Constant, Dave Evans, John Owens, Lisa Anne Sawhney

On question Mr. Riedl spoke to the staffing assistance that this will provide as currently staff is being diverted from the public works department and they now can be reallocated to street maintenance. He explained the legal requirements for collecting and disposing of personal property.

*On motion by Mayor Pro Tem Dave Pacheco and seconded by Council Member Jon Wizard and passed by the following vote the City Council to approve the contract with Disaster Clean up Specialists as recommended.*

**RESULT:                      *Approved 5-0***

**10.     PUBLIC HEARING**

**A. ADOPT AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE CHAPTER 9 ADDING CHAPTER 9.21 STORAGE OF PERSONAL PROPERTY ON CITY PROPERTY (SECOND READING - ROLL CALL VOTE)**

City Attorney Freeman noted this is a second reading that was fully vetted at the previous meeting. He reiterated the noticing requirements that will take place and that this policy is consistent with State law and is it enforceable. On question, he noted that anything that is on private property, and is considered a health and safety issue can be remedied immediately. Mayor Oglesby invited public comment on the item: Diane Nielsen, Steven Cry

*On motion by Council Member Jon Wizard and seconded by Mayor Pro Tem Dave Pacheco and passed by the following vote the City Council adopted Ordinance 1059 amending SMC Chapter 9 adding Chapter 9.21 Storage of Personal Property on City Property by roll call vote.*

**RESULT:                      *Approved***

AYES: Ian Oglesby, Dave Pacheco, Jason Campbell, Jon Wizard,  
Alissa Kispersky  
NOES: None

**B. APPLICANT APPEAL OF PLANNING COMMISSION DENIAL FOR COASTAL DEVELOPMENT PERMIT NO. CDP-19-02 AND USE PERMIT APPLICATION NO. UP-19-07. E&E CAPLOW LIVING TRUST, PROPERTY OWNER, AND HALA IBRAMIM (PM DESIGN GROUP), AND SILVIA WYTKIND (MCDONALD'S), APPLICANTS, FOR THE REESTABLISHMENT OF A DRIVE-THROUGH RESTAURANT AT 1516 CANYON DEL REY BOULEVARD. THE PROJECT IS CATEGORICALLY EXEMPT CLASS 2, SECTION 15302 (B) FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.**

Community Development Director Stearns spoke to the destruction of the McDonalds in 2018 by fire and she spoke to the process the City and the applicant has been working through to build the next one. She explained the four meetings the item was heard by the Planning commission between April and June, who ultimately denied the project due to safety concerns about the drive-through. She explained the site constraints that resulted in over 30 site designs due to the size, orientation, adjoining uses and access to the site parcel. Ms. Stearns detailed the circulation options and explained the main unresolved concern is the exit of the drive through crosses the main path of travel for the entry way. Planning staff feels it is consistent with the zoning and municipal code, and is consistent with a Coastal Development Permit and a Use Permit. Sufficient parking is available through the shared agreement with the shopping center. Ms. Stearns detailed the pedestrian orientation as listed in the 2040 General plan. Applicant Architect Hala Ibramim answered questions regarding the site design. The Council questioned signage, site constrains, proposed design renditions, traffic flow, pedestrian access and traditional pathways and prioritization of bike racks. Landon Hoffman, local franchisee owner of this and other McDonalds indicated he has had no pedestrian accidents in their operating history of over 34 years.

Mayor Oglesby invited comments from the public.  
Alex Miller, Bob Constant, Felix Bachofner, Dave Evans, Carlos Ramos, John Owens

The Council each spoke to the review by the Planning Commission and in support of their level of detail. Council Member Wizard requested to add the installation of a guard rail, removal of the 14 foot pole with the emblem on it, adding the bicycle racks to the east, front location of the facility, Council Member Kispersky said that the design is not ideal and spoke against designing for the convenience for cars. She does not believe the site design is safe.

On motion by Council Member Wizard, seconded by Council Member and passed by the following vote, the City Council overturn the denial of the application from the Planning Commission and approved the Coastal Development Permit and Use Permit with the adoption of a resolution with the following three exceptions: installation of a guard rail at the entrance, removal of the 14 foot pole with the emblem on it, adding bicycle racks to the east, front location of the facility.

RESULT: **Approved 4-1**  
AYES: Ian Oglesby, Dave Pacheco, Jason Campbell, Jon Wizard  
NOES: Alissa Kispersky

**C. INTRODUCTION OF AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE CHAPTER 9.08 ESTABLISHING REGULATIONS FOR THE USE OF DESIGNATED SKATEBOARDING AREAS (FIRST READING - ROLL CALL VOTE)**

*Action: Continued*

**D. CONSIDERATION AND ADOPTION OF AN URGENCY ORDINANCE AMENDING CHAPTER 9.08 OF THE SEASIDE MUNICIPAL CODE ESTABLISHING REGULATIONS FOR THE USE OF DESIGNATED SKATEBOARDING AREAS (ROLL CALL VOTE)**

Ashley Collick Recreation Supervisor presented regarding an emergency ordinance to establish skate park operating rules for Seaside's first skate. The ordinance would add to the code rules to require helmets and protective gear, as well as enforcement regulations. She note that staff is conducting focus groups on the rules and uses, including the possible allowance of bicycles. The park is scheduled for re-opening on August 24th and the basic rules must establish to be able to open the park.

Mayor Oglesby invited comments from the public: Dave Evans

City Attorney Freeman indicated that the Emergency Ordinance is good for 45 days. Staff noted that they will return to the Council in August with the results of the Focus group. The Council discussed the allowance of bikes at the facility and agreed to strike it from the urgency ordinance until further information can be provided.

*On motion by Council Member Jon Wizard and seconded by Council Member Jason Campbell and passed by the following vote the City Council approved the urgency ordinance with the condition that bikes are removed front he language at this time.*

*RESULT: **Approved 5-0***

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

Mayor Oglesby requested to agendize a presentation from the SNIP bus.

**12. CLOSED SESSION**

The City Council adjourned to closed session at 11:01 pm.

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

1. The Property Commonly Referred to As Main Gate (Property bounded by Lightfighter, Divarty, Second Street and Highway 1)  
Negotiator for the City: Craig Malin, City Manager, Under Negotiation:Purchase and Sale Agreement Terms
2. The Property Commonly Referred to As The Medical Officer Barracks (Property bounded by Lightfighter, and Giggling Road)  
Negotiator for the City: Craig Malin, City Manager, Under Negotiation:Purchase and Sale Agreement Terms

**B. PUBLIC EMPLOYEE APPOINTMENT PURSUANT TO GOVERNMENT CODE 54957**

Position Title: City Attorney

**C. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE  
54956.9 (b)  
POTENTIAL LITIGATION**

Conference with legal counsel regarding the potential of litigation (one potential case).

**13. ADJOURNMENT**

The City Council reconvened to open session and there were no announcements for the public. On motion, the meeting was adjourned.

**Respectfully submitted,**

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**Lesley Milton-Rerig, City Clerk**

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**Ian N. Oglesby, Mayor**



## **DRAFT MINUTES**

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

REGULAR MEETING  
Council Chamber  
Thursday, August 1, 2019  
5:30 PM

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### **1. CALL TO ORDER**

Mayor Oglesby called the meeting to order at 5:30 PM.

*On motion by Council Member Jon Wizard and seconded by Council Member Jason Campbell and passed by the following vote the agenda was changed to move Item 8A before Closed Session.*

*RESULT: **Approved 5-0***

### **2. CITY COUNCIL/SUCCESSOR AGENCY TO REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE**

PRESENT: Campbell, Kispersky, Oglesby, Pacheco, Wizard

ABSENT: None

### **3. PLEDGE OF ALLEGIANCE**

### **4. PUBLIC COMMENT**

Mayor Oglesby invited comments from the public that are not on the agenda.

Lisa Sears, Dorothy Southerton, Megan Delay and three additional residents spoke in support of the Snip Bus due to the stray animals that are in Seaside.

### **5. CLOSED SESSION**

Mayor Oglesby invited comments from the public and Michael Pekin spoke to item 5C. City Attorney Freeman announced that Closed Session items regarding the Home Depot Parking lot and Labor Negotiations were continued to a future meeting.

#### **A. CLOSED SESSION PURSUANT TO GOVERNMENT CODE 54957.6 - CONFERENCE WITH LABOR NEGOTIATORS**

Agency Negotiators: Craig Malin, City Manager; Roberta Greathouse, Human Resources Director / Risk Manager; Kimberly Drabner, Finance Director; Donna Williamson, Labor Negotiator

Employee Organizations: Seaside City Employees' Association and Seaside Police Officers' Association

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

**1. The Property Commonly Referred to As The Medical Officer Barracks** (Property bounded by Lightfighter, and Giggling Road)  
Negotiator for the City: Craig Malin, City Manager, Under  
Negotiation: Purchase and Sale Agreement Terms

**Parking Lot.** Discussion of potential sale of the property commonly known as the Home Depot parking lot.

bounded by Lightfighter, Divarty, Second Street and Highway 1)

Negotiator for the City: Craig Malin, City Manager, Under

## Negotiation: Purchase and Sale Agreement Terms

## Residents for Responsible Homeless Shelters VS.

County of Monterey, CA; City of Salinas; City of Seaside; and, Does 1-10

Case Number 19CV002326

Position Title: City Attorney

The City Council reconvened to open session at 7:01 PM. City Attorney Freeman reported that the Council received a status report on the negotiations and authorized the City to retain the outside legal counsel of Tom Jameson with the law firm of Fenton and Keller.

*On motion by Council Member Jon Wizard and seconded by Council Member Jason Campbell and passed by the following vote the City Council approved the Consent Agenda as presented.*

**RESULT:** *Approved 5-0*

**Action: Approved**

## A. SNIP - PRESENTATION OF SPAYING/NEUTERING SERVICE

A presentation was made Melanie Sheerer from the Monterey SNIP bus, the Spay Neuter Implementation Project that assist as a rescue effort for stray animals and requested that the City Council consider supporting their services to provides shots, vaccinations, micro-chipping and spay and neuter services to the City of Seaside.

On motion, the meeting was adjourned at 7:04 PM.

**Respectfully submitted,**

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**Lesley Milton-Rerig, City Clerk**

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**Ian N. Oglesby, Mayor**



## **CITY OF SEASIDE STAFF REPORT**

**Item No.: 8.B.**

**TO:** City Council

**FROM:** Craig Malin, City Manager

**BY:** Lori Merwin, Accounting Technician  
Kimberly Drabner, Finance Director

**DATE:** August 15, 2019

**SUBJECT: APPROVE AND FILE CITY CHECKS**

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### **PURPOSE & RECOMMENDATION**

Approve and file the accounts payable and wired payments made during the period of July 20, 2019 through August 2, 2019 including the payroll and benefits checks, direct deposits and wired payments related to the pay period of August 2, 2019. Total Accounts Payable and Payroll for the above referenced period is \$1,897,112.44.

### **BACKGROUND**

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

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

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

- \$546,672.38 for Payroll and benefits.
- \$11,129.00 to Liebert Cassidy Whitmore for negotiation services provided through June 30, 2019.
- \$22,030.25 to Monterey County Convention & Visitor's Bureau for the first quarter of FY 19/20 (July-Sep) jurisdiction improvement investment.

- \$13,731.00 to Monterey County District Attorney's Office for seized funds to the District Attorney.
- \$23,229.42 to Monterey County Sheriff - Coroner for 4th quarter of FY 19/20 Criminal Justice Information System.
- \$45,754.61 to PG&E for collective accounts for street lights, highway lighting, park lights and City office buildings. Service period: 5/24/19-6/24/19.
- \$39,174.16 to Disaster Kleenup Specialists for Progress Payment for board up at Hammerhead buildings located between 6th & 7th Ave. & Colonel Durham St. & Gigling Rd. for FY 2019/20.
- \$38,874.01 to U.S. Bank - Cal Card for monthly City-wide purchase transactions for the billing period of 5/24/19-6/24/19.
- \$183,767.00 to Harris & Associates for Pavement Rehabilitation Project - Professional svcs. 3/31/2019 through 4/27/2019.
- \$67,411.90 to Harris & Associates for Pavement Rehabilitation Project - Professional svcs. 4/28/2019 through 5/25/2019.
- \$59,645.40 to Harris & Associates broken down as follows: \$6,560.00: CIP mgmt svcs. - Professional svcs. for 5/26/19-6/29/19, \$3,385.00: SCSD Lift Station Upgrades - Professional svcs. for 5/26/19-6/29/19, \$49,700.40: Pavement Rehabilitation Project - Professional svcs. for 5/26/19-6/29/19.
- \$13,169.40 to Whitson Engineers broken down as follows: \$4,147.40: Manzanita Park - Professional svcs. for 4/1/19-5/31/19; \$2,512.00: Highland Otis Park Improvements - Professional svcs. thru 5/31/19; \$6,510.00: Ellis Park - Professional svcs. for 5/1/19-5/31/19.
- \$35,919.50 to Don Chapin Company, Inc. for mobilizing, measuring, and installing bicycle-safe grates for the City of Seaside for work completed through 7/20/19.
- \$10,000.00 to Bear Electrical Solutions, Inc. for June 2019 job for Seaside signalized intersection battery back up / battery replacement at the following locations: Del Monte & Clementina, Del Monte & Tioga, Fremont & Echo, Fremont & Heitzinger, Fremont & La Salle Ave., Fremont & Ord Grove.
- \$28,990.00 to Bear Electrical Solutions, Inc. for June 2019 services on Broadway & Fremont traffic signals. Materials \$12,690.00, Equipment: \$6,100.00, Labor: \$10,200.00.
- \$10,004.00 to Bear Electrical Solutions, Inc. for traffic signal maintenance. Includes: \$1,785.00 Routine traffic signal svcs for May 2019, \$190.00 Routine OMC locations traffic signal svcs for May 2019, \$3,785.00 Response traffic signal svcs for May 2019, \$1,785.00 Routine traffic signal svcs for June 2019, \$190.00 Routine OMC locations traffic signal svcs for June 2019, \$1,879.00 Response traffic signal svcs for May 2019, 390.00 Response OMC locations traffic signal svcs for June 2019.
- \$13,744.50 to Bear Electrical Solutions, Inc. for General Jim Moore Blvd. lighting repairs and retrofit.
- \$13,396.25 to Torti Gallas and Partners for Campus Town specific plan services from 5/1/19 to 5/31/19.

- \$15,840.00 to Torti Gallas and Partners for Campus Town specific plan services from 6/1/19 to 6/30/19.
- \$85,222.31 to The Sohagi Law Group for Campus Town Center - Professional legal svcs from 6/3/19 to 6/30/19.
- \$13,153.60 to Condor Security of America, Inc for Balance due for security svcs at 4th of July 2019 event at Bayonet & Black Horse golf course. \$7,433.60 for unarmed security officers 3:00pm - 11:00pm, \$5,720.00 for traffic control/parking mgmt ushers from 3:00pm-11:00pm.
- \$10,572.61 to Verizon Connect NWF Inc. which includes \$8,177.44 for GPS diagnostic equipment, \$627.17 for monthly service pro-rated for 5/21/19 - 5/31/19, \$1,768.00 for June 2019 monthly service.

The remaining checks, totaling \$595,681.14 include payments to vendors for operating expenditures.

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

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

### **FISCAL IMPACT**

There are no additional fiscal impacts.

### **ATTACHMENTS**

None

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Reviewed for Submission to the  
City Council by:



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Craig Malin, City Manager



**CITY OF SEASIDE  
STAFF REPORT**

**Item No.: 8.C.**

**TO:** City Council

**FROM:** Craig Malin, City Manager

**BY:** Dan Meewis, Recreation Director

**DATE:** August 15, 2019

**SUBJECT: APPROVE A RESOLUTION AUTHORIZING THE CLOSURE  
OF HARCOURT AVENUE TO THROUGH TRAFFIC AT CANYON  
DEL REY, ALLSTON AND HILLSDALE FOR THE CITY OF  
SEASIDE'S BIRTHDAY CELEBRATION ON OCTOBER 13, 2019  
AND FOR THE TREE LIGHTING CEREMONY ON DECEMBER 13,  
2019**

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**PURPOSE & RECOMMENDATION**

The purpose of this item is to request that City Council approve a resolution permitting the closure of Harcourt Avenue to through traffic at Canyon Del Rey, Allston and Hillsdale to ensure public safety during the City of Seaside's Birthday event on Sunday, October 13, 2019 between the hours of 10:00 a.m. to 5:00 p.m. and the Annual Tree Lighting Ceremony on Friday, December 13, 2019 between the hours of 10:00 a.m. to 10:00 p.m.

**BACKGROUND**

The City of Seaside will be holding the City's Birthday on Sunday October 13, 2019 from 11:00 a.m. to 2:00 p.m. and the Annual Tree Lighting Ceremony on Friday, December 13, 2019 from 6:00 p.m. to 9:00 p.m. on the lawn at Seaside City Hall and will need to utilize Harcourt Avenue for portion of the programs use. The closure of Harcourt Avenue will greatly enhance these event and will allow for greater safety for the participants and staff. Because staff anticipates a large turnout, extra space will be required for the City's Birthday and the Tree Lighting Ceremony. All the residents living on this portion of Harcourt will be contacted by department staff in advance of these events.

**FISCAL IMPACT**

There is no fiscal impact associated with the proposed action.

**ATTACHMENTS**

1. Draft Resolution

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Reviewed for Submission to the  
City Council by:



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Craig Malin, City Manager

**RESOLUTION NO. 19-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE**

**APPROVING THE CLOSURE OF HARCOURT AVENUE AT CANYON DEL REY TO  
THROUGH TRAFFIC AT ALLSTON AND HILLSDALE**

**WHEREAS**, the City of Seaside sponsors the Birthday Celebration and the Annual Tree Lighting Ceremony on the lawn at Seaside City Hall that is open to the public;

**WHEREAS**, the closing of Harcourt Avenue at Canyon Del Rey, Allston and Hillsdale Avenue is necessary between the hours of 10:00 a.m. and 5:00 p.m. on October 13, 2019 and between the hours of 10:00 a.m. and 10:00 p.m. on December 13, 2019 to insure the safety of the public and staff;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Seaside hereby approves the closure of Harcourt Avenue at Canyon Del Rey, Allston and Hillsdale Avenue to ensure the safety of the public using this portion of roadway during the events.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Seaside duly held on the 15th day of August 2019 by the following vote:

|          |                  |
|----------|------------------|
| AYES:    | COUNCIL MEMBERS: |
| NOES:    | COUNCIL MEMBERS: |
| ABSENT:  | COUNCIL MEMBERS: |
| ABSTAIN: | COUNCIL MEMBERS: |

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Ian N. Oglesby, Mayor

ATTEST:

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Lesley Milton-Rerig, City Clerk



**CITY OF SEASIDE  
STAFF REPORT**

**Item No.: 8.D.**

**TO:** City Council

**FROM:** Craig Malin, City Manager

**BY:** Dan Meewis, Recreation Director

**DATE:** August 15, 2019

**SUBJECT: APPROVE A RESOLUTION AUTHORIZING THE CLOSURE OF  
BROADWAY AVENUE FROM HILLSDALE TO ALHAMBRA  
STREETS FOR THE MONTEREY BAY SUMMER WAVES EVENT ON  
SATURDAY, AUGUST 31, 2019**

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**PURPOSE & RECOMMENDATION**

The purpose of this item is to consider a request for a resolution permitting the closure of Broadway Avenue to through traffic from Hillsdale to Alhambra to ensure public safety during the Monterey Bay Summer Waves event on Saturday, August 31, 2019 from 4pm-10pm.

**BACKGROUND**

R.E.A.L.I.T.Y. LLC will be holding their Monterey Bay Summer Waves Event on Saturday, August 31, 2019 from 4:30 p.m. to 9:00 p.m. Monterey Bay Summer Waves is an event that was created to bring more community based activity to the area by providing our community with a fun and positive platform to meet other community members and showcase different levels of local talent and entertainment. They will be providing entertainment from various local bands, artists, live dancing, acoustic, and vocalist from all genres of music.

They are requesting the closure of Broadway Avenue from Hillsdale Street to Alhambra Street for their Event. The closure of Broadway Avenue from Hillsdale Street to Alhambra Street will greatly enhance this event and will allow for greater safety for the participants.

This event is schedule to occur immediately following the farmers market on Broadway where the street will already be closed down. Instead of the street reopening at 4:00

p.m. it will reopen at 10:00 p.m.

If the City Council approves the request for closure of Broadway Avenue from Hillsdale to Alhambra on Saturday, August 31, 2019 between the hours of 4:00 p.m. to 10:00 p.m. staff recommends the following conditions be met:

1. Obtain an ABC License for the event.
2. Submit a temporary traffic control plan and temporary traffic detour plan prepared by a registered traffic engineer. Reviewed and approved by Public Works.
3. Organization to provide insurance coverage of the event.

### **FISCAL IMPACT**

There is no fiscal impact for this item. R.E.A.L.I.T.Y LLC will pay all fees associated with their event.

### **ATTACHMENTS**

1. Draft Resolution
  2. Special Event Application SW
  3. Traffic Plan
- 

Reviewed for Submission to the  
City Council by:

A handwritten signature in blue ink, appearing to be 'Craig Malin', written over a horizontal line.

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Craig Malin, City Manager

**RESOLUTION NO. 19-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE**

**APPROVING THE CLOSURE OF BROADWAY AVENUE FROM HILLSDALE STREET TO ALHAMBRA STREET**

**WHEREAS**, R.E.A.L.I.T.Y. LLC will be holding their Monterey Bay Summer Wave Event that is open to the public;

**WHEREAS**, the closing of Broadway Avenue from Hillsdale Street to Alhambra Street is necessary between the hours of 3:00 p.m. and 10:00 p.m. on August 31, 2019 to insure the safety of the public;

**WHEREAS**, the Summer Waves event is a community event to raise awareness of the positive impact that the young adults within the community have while showcasing the talents that they possess to help untie the community at large;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Seaside hereby approves the closure of Broadway Avenue from Hillsdale Street to Alhambra Street to ensure the safety of the public using this portion of roadway during this event.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Seaside duly held on the 15th day of August 2019 by the following vote:

|          |                  |
|----------|------------------|
| AYES:    | COUNCIL MEMBERS: |
| NOES:    | COUNCIL MEMBERS: |
| ABSENT:  | COUNCIL MEMBERS: |
| ABSTAIN: | COUNCIL MEMBERS: |

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Ian N. Oglesby, Mayor

ATTEST:

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Lesley Milton-Rerig, City Clerk

### SPECIAL EVENT APPLICATION

*Incomplete or illegible applications will not be processed. An application for a permit is NOT a permit.*

ORGANIZATION NAME R.E.A.L.I.T.Y LLC  
MAILING ADDRESS 1043 Broadway ave.  
CONTACT NAME Angelo Henry PHONE# 351 650 630 3720  
PHONE#

Names and phone numbers of person(s) in charge of the event who can be contacted on a 24-hour basis during the event.

EMAIL: 1realityllc@gmail.com

EVENT NAME: Monterey Bay Summer Waves

Event Category ☐ Athletic/Recreation ☐ Concert/Performance ☐ Circus  
☒ Celebration/Festival ☐ Parade/Procession/March ☐ Dance  
☐ Carnival ☐ Other

Setup Date 8/31 Time 9am 3:00 pm  
Event Starts Date 8/31 Time 4:30 pm  
Event Ends Date 8/31 Time 8:30 pm  
Dismantle Date 8/31 Time 10 pm

SITE LOCATION Broadway Down Town (Alhambra & Hillside)

#### DESCRIPTION OF EVENT-PLEASE ATTACH SITE/ROUTE MAP

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

The summer waves event is a community event to raise awareness of the young adults in our community and bring more productive activities for the community to unite with. We understand that this will create a platform for local talent to showcase their abilities as well which will bring more purpose and a sense of responsibility to all who for our community to all who participate.

#### SAFETY/SECURITY/ACCESSIBILITY

Please describe your procedures for crowd control and internal security

Asset Security

#### NAME OF SECURITY ORGANIZATION (If required)

Please attach security contract.

Asset Security

#### SIGNS POSTED

They will be providing their own Cabana Tents  
Props- Palm trees  
Sound equipment  
Stage

# OF PARTICIPANTS 3-500

IS THE EVENT OPEN TO THE PUBLIC? ☒ YES ( ) NO

If no, please describe how the event will be restricted and indicate plan on detailed schematic.

IF ADMISSION IS TO BE CHARGED, WHAT IS THE PRICE OF TICKETS FOR THE EVENT? \$20

( ) NON-PROFIT 501 C(3) ( ) 501 C(6) ( ) COMMERCIAL-FOR PROFIT  
( ) OTHER

Federal ID# \_\_\_\_\_

Event Benefiting: \_\_\_\_\_

WHAT CITY SERVICES DO YOU ANTICIPATE YOU WILL NEED? (IE., POLICE, FIRE, RECREATION, PUBLIC WORKS, ETC.)

Public works - Road closures

METHOD OF TRASH COLLECTION/DISPOSAL AND PROVISION FOR ADDITIONAL SANITARY FACILITIES

Golden Gate Portable - They will provide them

PARKING ARRANGEMENTS:

Public Parking Needs

SPECIAL EQUIPMENT TO BE USED FOR PROPOSED EVENT. LIST ALL ELECTRICAL NEEDS YOU MAY REQUIRE

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

DO YOU INTEND TO SELL FOOD OR BEVERAGE?

If YES, please attach Health Department Food Vendor Certificate.

☒ YES ( ) NO

DO YOU INTEND TO SELL OTHER MERCHANDISE?

# of Vendors 5

☒ YES ( ) NO

Describe the type of merchandise.

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WILL ALCOHOL BE SERVED? ☒ YES ( ) NO

WILL ALCOHOL BE SOLD? ☒ YES ( ) NO

If yes, please attach ABC license.

WILL EVENT INCLUDE MUSIC OR LIVE PERFORMANCES? ☒ YES ( ) NO

HOW WILL EVENT BE ADVERTISED AND PROMOTED?

Online, social media, flyers

WILL FILM, VIDEO, OR PHOTOGRAPHY BE INVOLVED WITH THE PRODUCTION OF THE EVENT?

yes

OTHER PERTINENT INFORMATION OR SPECIAL REQUESTS

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

Permit Holder's Signature [Signature]

Date 8/7/19

**APPLICATION MUST INCLUDE:**

Non-refundable Application Fee of \$ n/a.

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

Attach to application and mail to:

City of Seaside  
Recreation and Community Activities Department  
Attn: N. Towne  
P.O. Box 810  
Seaside, CA 93955  
(831) 899-6801 (P)

(831) 899-6253 fax  
email: ntowne@ci.seaside.ca.us

**Specific Event  
Conditions of Approval**

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

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

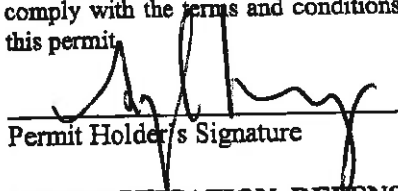
**PROVISIONS**

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

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

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

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

  
Permit Holder's Signature

CEO R.E.A.L.I.T.Y.UK 8/7/19  
Title Date

**INDEMNIFICATION, DEFENSE, HOLD HARMLESS**

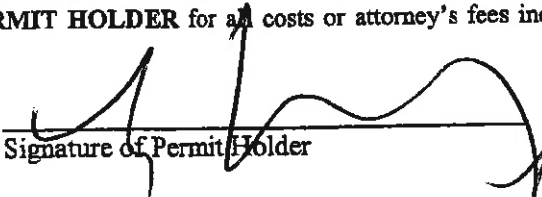
Applications must furnish the city with a certificate of insurance in an amount no less than \$1 million naming the City of Seaside as an additional insured. The amount of insurance is subject to increase at the discretion of the Finance Director who is the Risk Manager, depending upon the nature of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

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

Name of insurance agent \_\_\_\_\_ Agent's Name Maria Castro  
Business Phone \_\_\_\_\_ Policy Number \_\_\_\_\_

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

8/7/19  
Date

  
Signature of Permit Holder

.....  
Administrative Use Only

**Sign Off**

|                                         |                                              |
|-----------------------------------------|----------------------------------------------|
| <input type="checkbox"/> Building _____ | <input type="checkbox"/> Recreation _____    |
| <input type="checkbox"/> Planning _____ | <input type="checkbox"/> Finance _____       |
| <input type="checkbox"/> Police _____   | <input type="checkbox"/> Public Works _____  |
| <input type="checkbox"/> Fire _____     | <input type="checkbox"/> County Health _____ |

**Department Comments**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Special Event application form  
Revised February 18, 2014



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/02/2019

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

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

|                                                                                         |                                                  |                                    |
|-----------------------------------------------------------------------------------------|--------------------------------------------------|------------------------------------|
| <b>PRODUCER</b><br>Maria Castro Insurance Agency<br>911 N. Main St<br>Salinas, CA 93906 | <b>CONTACT NAME:</b> maria castro                |                                    |
|                                                                                         | <b>PHONE (A/C, No, Ext):</b> 831-759-8500        | <b>FAX (A/C, No):</b> 000-000-0000 |
|                                                                                         | <b>E-MAIL ADDRESS:</b> mcastro1@yahoo.com        |                                    |
| <b>INSURED</b><br>Angelo Henry<br>1043 Broadway Ave Apt B<br>Seaside, CA 93955          | <b>INSURER(S) AFFORDING COVERAGE</b>             |                                    |
|                                                                                         | <b>INSURER A:</b> The American Insurance Company |                                    |
|                                                                                         | <b>NAIC #</b> 21857                              |                                    |
|                                                                                         | <b>INSURER B:</b>                                |                                    |
|                                                                                         | <b>INSURER C:</b>                                |                                    |
|                                                                                         | <b>INSURER D:</b>                                |                                    |
| <b>INSURER E:</b>                                                                       |                                                  |                                    |
| <b>INSURER F:</b>                                                                       |                                                  |                                    |

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                          | ADDL INSD                                             | SUBR WVD | POLICY NUMBER             | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                              |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|----------|---------------------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>Host Liquor Liability</b><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | <input checked="" type="checkbox"/>                   |          | XXC80514929<br>NAEP088683 | 8/31/2019               | 09/01/2019              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000<br>MED EXP (Any one person) \$ 0<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 1,000,000 |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                                                                    |                                                       |          |                           |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                     |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                                                                                                                                                                                |                                                       |          |                           |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                                                  |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                              | <input type="checkbox"/> Y <input type="checkbox"/> N | N/A      |                           |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.I. EACH ACCIDENT \$<br>E.I. DISEASE - EA EMPLOYEE \$<br>E.I. DISEASE - POLICY LIMIT \$                                                                    |
| A        | Liquor Liability                                                                                                                                                                                                                                                                                                                                                                           |                                                       |          | XXC80514929               | 8/31/2019               | 09/01/2019              | 1,000,000                                                                                                                                                                                                                           |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured: Certificate holder is listed as additional insured

**CERTIFICATE HOLDER****CANCELLATION**Oyster Point Inn II LLC c/o King Ventures  
285 Bridge Street  
San Luis Obispo, CA 93401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert V. Nuccio



Monterey County Environmental Health  
1270 Natividad Road  
Salinas, CA 93906 831-755-4505

## RECEIPT

TO: SUMMER WAVES MONTEREY BAY  
ANGELO HENRY  
1043 BROADWAY AVE #B  
SEASIDE, CA 93955  
ATTN: ANGELO HENRY  
RE: SUMMER WAVES MONTEREY BAY

Invoice ID  
IN0989792

Date  
7/30/2019

| Date                        | Program/<br>Element | Description                              | Payment Type | Check # | Amount  |
|-----------------------------|---------------------|------------------------------------------|--------------|---------|---------|
| 7/12/2019                   | 4038                | COMM EVENT ORGANIZER/SPONSOR - PER EVENT | Cash         |         | 197.00  |
| 7/15/2019                   | 9999                | PAYMENT                                  | Cash         |         | -197.00 |
| Total Due for This Invoice: |                     |                                          |              |         | 0.00    |

Account ID: AR8026213

| 1-30 Days | 31-60 Days | 61-90 Days | 91-120 Days | 121+ Plus | Account Amount Due |
|-----------|------------|------------|-------------|-----------|--------------------|
| \$ 0.00   | \$ 0.00    | \$ 0.00    | \$ 0.00     | \$ 0.00   | \$ 0.00            |

**CATERING AUTHORIZATION APPLICATION**

*Fees are generally non-refundable. Please review Form ABC-218 INSTR before submitting this application.*

|                |
|----------------|
| LICENSE NUMBER |
| 525258         |
| RECEIPT NUMBER |
| TOTAL FEE      |
| \$             |

**SECTION 1**

|                                                                                              |                                   |                         |
|----------------------------------------------------------------------------------------------|-----------------------------------|-------------------------|
| 1. LICENSEE NAME(S) (If an individual, first name, middle name, last name.)                  | 2. CONTACT PERSON                 | 3. CONTACT PHONE NUMBER |
| RS MANAGMENT GROUPO, INC                                                                     | RYAN SANCHEZ                      | 831-277-6013            |
| 4. LICENSED PREMISES ADDRESS                                                                 | 5. MAILING ADDRESS (IF DIFFERENT) |                         |
| 2 CORRAL DE TIERRA RD, SALINAS CA 93908                                                      | PO BOX 1752 MONTEREY, CA 93942    |                         |
| 6. EVENT LOCATION (Street number and name, city, zip code)                                   |                                   |                         |
| 36.621277-121.848150 Eolian Dunes Preserve, Sand City, CA 93955                              |                                   |                         |
| 7. DESCRIPTION OF LOCATION (Parking lot, office building, residence, county/city park, etc.) |                                   |                         |
| Beach                                                                                        |                                   |                         |

|                                                                                                                    |                                                                                                     |                                                |
|--------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|------------------------------------------------|
| 8. EVENT LOCATION IS WITHIN THE CITY LIMITS<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | 9. EVENT DATE(S)<br>8/31/19                                                                         | 10. TOTAL NUMBER OF DAY(S)<br>1                |
| 11. EVENT HOURS<br>From 12pm To 7pm                                                                                | 12. EVENT OPEN TO THE PUBLIC<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | 13. ESTIMATED DAILY ATTENDANCE<br>1 TO 500 PPL |

**SECTION 2****CATERING EVENT**

|                                                                                                                                                                                                                                                                                                                                                                        |                                                                                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| 14. EVENT TYPE<br><input type="checkbox"/> Convention <input type="checkbox"/> Trade Exhibit <input checked="" type="checkbox"/> Social Gathering <input type="checkbox"/> Anniversary<br><input type="checkbox"/> Sporting Event <input type="checkbox"/> Picnic <input type="checkbox"/> Wedding <input type="checkbox"/> Birthday<br><input type="checkbox"/> Other | 15. NUMBER OF EVENTS CATERED THIS YEAR AT THIS LOCATION (Not applicable to club licensees) |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|

|                                                               |                                                  |
|---------------------------------------------------------------|--------------------------------------------------|
| 16. ORGANIZATION SPONSORING EVENT<br>R.E.A.L.I.T.Y LLC        | 17. PERSON IN CHARGE OF EVENT<br>ANGELO HENRY    |
| 18. MAILING ADDRESS<br>1043 BROADWAY AVE #A SEASIDE, CA 93955 | 19. PHONE NUMBER OF ABOVE PERSON<br>650-630-3720 |

**SECTION 3 EVENT AUTHORIZED PURSUANT TO BUSINESS AND PROFESSIONS CODE SECTION 25600.5**

|                             |                                   |
|-----------------------------|-----------------------------------|
| 20. SUPPLIER NAME           | 21. SUPPLIER LICENSE NUMBER       |
| 22. SUPPLIER CONTACT PERSON | 23. SUPPLIER CONTACT PHONE NUMBER |

**SECTION 4**

I declare under penalty of perjury that to the best of my knowledge these statements are true and correct.

|                                                                                                           |                              |
|-----------------------------------------------------------------------------------------------------------|------------------------------|
| LICENSEE SIGNATURE<br> | DATE SIGNED<br>July 16, 2019 |
|-----------------------------------------------------------------------------------------------------------|------------------------------|

**SECTION 5 LOCAL LAW ENFORCEMENT AGENCY APPROVAL (IF APPLICABLE)**

|           |       |             |
|-----------|-------|-------------|
| SIGNATURE | TITLE | DATE SIGNED |
|-----------|-------|-------------|

**SECTION 6 AUTHORIZATION (For ABC Use Only)**

|                                                                                                        |                                                                                                           |                                                                                        |                                                                                               |
|--------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| PROPERTY OWNER APPROVAL REQUIRED<br><input type="checkbox"/> Yes, attached <input type="checkbox"/> No | CONDITIONS/ACKNOWLEDGMENTS REQUIRED<br><input type="checkbox"/> Yes, attached <input type="checkbox"/> No | DIAGRAM REQUIRED<br><input type="checkbox"/> Yes, attached <input type="checkbox"/> No | LAW ENFORCEMENT APPROVAL REQUIRED<br><input type="checkbox"/> Yes <input type="checkbox"/> No |
| DISTRICT APPROVAL BY (Name)                                                                            | ABC EMPLOYEE SIGNATURE                                                                                    | DATE SIGNED                                                                            |                                                                                               |



## Monterey Bay Summer Waves Extended Agreement

For Purposes of this agreement **R.E.A.L.I.T.Y LLC** will be referred to as the “hiring party” and **Expert Service Professionals** will be referred to as the “Hired Party”.

The “Hiring Party” agrees to hire on the “Hired Party” Solely for the purposes of providing a Security Service to the “Monterey Bay Summer Waves” event dated Saturday August 31, 2019 from times 12:00pm-7:30pm.

By signing below both parties agree that the “Hired Party” is not liable or responsible for any occurrence, conflict, or any inconvenience stemming from “Monterey Bay Summer Waves” event. In the act of any occurrence where any third party or outside party attempts to hold the “Hired Party” responsible or liable all instances will be directed to the liability and responsibility of the “Hiring Party”.

Signature (Hired Party): [Signature] Name (Print): MIKE ANDERSON Date: 07/15/19  
Signature (Hiring Party): [Signature] Name (Print): Angelo Henry Date: 7/15/19

GOLDEN STATE PORTABLES  
845 W. MARKET ST, SPACE Q  
SALINAS, CA 93901

Cellular: (408) 640-9351  
Fax: (408) 848-9789

© (650) 630-3720

## SPECIAL EVENT AGREEMENT

IREALITYLLC@gmail.Com

| EXCLUSIVE PROPOSAL PREPARED FOR |                            | EVENT            |                    |
|---------------------------------|----------------------------|------------------|--------------------|
| NAME                            | REALITY LLC                | DELIVERY DATE    | AUG 30 2019        |
| BILLING ADDRESS                 | 1043 BROADWAY AVE, #B      | DATES: BEGINNING | AUG 31 REMOVAL 9/1 |
| CITY                            | SEASIDE STATE CA ZIP 93955 | EVENT NAME       |                    |
| ATTN                            | ANGELO HENRY PHONE         | DELIVERY ADDRESS | END OF PLAYA AVE   |
|                                 |                            | CITY             | SAND CITY STATE CA |

This is a legally binding contract. Golden State Portables hereinafter referred to as Lessor, agrees to provide and Customer agrees to accept the following services and equipment at the charges and frequency of collection indicated below subject to the terms and conditions specified on the reverse side.

| ITEM | NUMBER | DESCRIPTION                           | RATE                        | ITEM TOTAL              |
|------|--------|---------------------------------------|-----------------------------|-------------------------|
| (1)  |        | Executive Restroom Trailer (8' x 28') | @ \$                        | = \$                    |
| (2)  |        | VIP Solar Unit(s)                     | @ \$                        | = \$                    |
| (3)  |        | Deluxe Chemical Toilets               | @ \$                        | = \$                    |
| (4)  | 1      | Handicap Unit(s) A.D.A.               | @ \$ 200-                   | = \$ 200-               |
| (5)  | 600'   | Temporary Power FENCE 6' X 10' PANEL  | @ \$ 2 <sup>00</sup> PER FT | = \$ 1200-              |
| (6)  | 8      | Standard Chemical Toilets(s)          | @ \$ 100-                   | = \$ 800-               |
| (7)  | 2X     | Service Dates Sunday Removal Chg      | @ \$ 250-                   | = \$ 500-               |
| (8)  | 3      | Two Station Sinks                     | @ \$ 100-                   | = \$ 300-               |
| (9)  |        | Cardboard Trash Container             | @ \$                        | = \$                    |
| (10) |        | 250 Gallon Holding Tanks              | @ \$                        | = \$                    |
| (11) |        | Hot & Cold Sinks                      | @ \$                        | = \$ 3000-              |
|      |        |                                       | TAX:                        | = \$ 10 <sup>50</sup>   |
|      |        |                                       | TOTAL EVENT PROPOSAL:       | = \$ 3010 <sup>50</sup> |

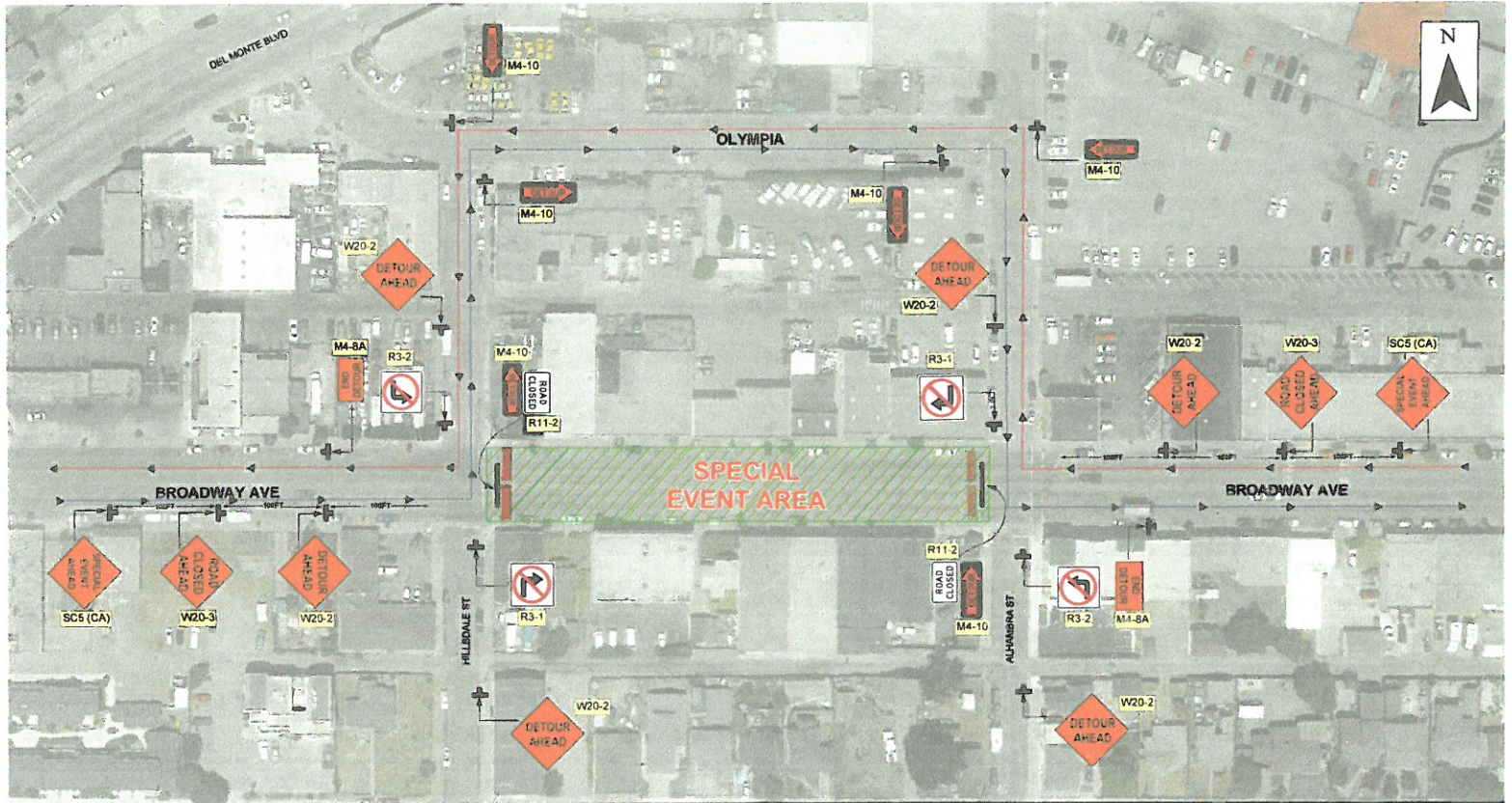
DETAIL INCLUDED IN ABOVE RATES

LOCATION

CONTRACT VOID IF NOT ACCEPTED BY (DATE)

BY MIKE BANDA  
SPECIAL EVENTS COORDINATOR

BY ANGELO HENRY DATE 7/15/19  
TITLE CEO REALITY LLC  
EVENT NAME MONTEREY Bay Summer Event



**LEGEND**

SC5(CA) - SPECIAL EVENT AHEAD  
 W20-3 - ROAD CLOSED AHEAD  
 W20-2 - DETOUR AHEAD  
 R3-1 - NO RIGHT TURN SIGN  
 R3-2 - NO LEFT TURN SIGN

M4-8A - END DETOUR SIGN  
 M4-10 - DETOUR SIGN  
 R11-2 - ROAD CLOSED SIGN

— — — — — - EB TRAFFIC  
 — — — — — - WB TRAFFIC  
 — — — — — - TYPE 3 BARRICADE



**TRAFFIC CONTROL PLAN 2019**  
 CITY OF SEASIDE, PUBLIC WORKS DIVISION  
 440 HARCOURT AVENUE  
 SEASIDE, CA 93955  
 (831) 899-6884

0 40 80 160 240 320 Feet



## **CITY OF SEASIDE STAFF REPORT**

**Item No.: 8.E.**

**TO:** City Council

**FROM:** Craig Malin, City Manager

**BY:** Rick Riedl, City Engineer  
Scott Ottmar, Senior Engineer

**DATE:** August 15, 2019

**SUBJECT: APPROVE A RESOLUTION EXECUTING MAINTENANCE AND  
RIGHT OF ENTRY AGREEMENT WITH BMW DEALERSHIP**

---

### **PURPOSE & RECOMMENDATION**

Consider approval of a resolution authorizing the City Manager to execute a Maintenance and Right of Entry Agreement with Seaside's BMW dealership.

### **BACKGROUND**

The BMW dealership has recently completed a renovation project to their businesses. To satisfy the requirements of the City's storm water permit, the project was required to develop and implement a Storm Water Control Plan (SWCP) and enter into Maintenance and Right of Entry Agreement (MROE) with the City.

A Storm Water Control Plan was reviewed and approved April 17, 2018 for the BMW project. As certified by the project engineer and verified by city's engineering staff, the project has constructed structural storm water control measures (SCMs) consistent with its SWCP.

To insure ongoing maintenance of SCMs, the dealership is required to enter into a Maintenance and Right of Entry Agreement (MROE) to be recorded at the Monterey County Records Office. The MROE includes a site specific operation and maintenance plans and requires BMW to submit an inspection certificate conducted by a qualified professional by September 30th of each year.

### **FISCAL IMPACT**

There is no fiscal impact associated with entering into the Maintenance and Right of Entry Agreement.

**ATTACHMENTS**

1. Draft Resolution
  2. Draft Agreement BMW
- 

Reviewed for Submission to the  
City Council by:



---

Craig Malin, City Manager

**RESOLUTION NO. 19-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE**

**AUTHORIZING THE CITY MANAGER TO EXECUTE A MAINTENANCE AND  
RIGHT OF ENTRY AGREEMENT WITH BMW OF MONTEREY FOR  
REDEVELOPMENT OF A BMW SHOWROOM**

**WHEREAS,** The BMW of Monterey, herein referred to as Applicant, owns parcel with APN 011-526-011, more commonly known as 1 Geary Plaza; and

**WHEREAS,** On October 4, 2017 the Board of Architectural Review approved application number BAR-17-09 for the redevelopment of a BMW showroom and associated site improvements located at 1 Geary Plaza; and

**WHEREAS,** BAR-17-09 required Applicant to develop a Storm Water Control Plan (SWCP) to construct storm water control measures and enter into a Maintenance and Right of Entry Agreement with the City; and

**WHEREAS,** Applicant has developed a SWCP dated March 28, 2018 that was reviewed and approved April 16, 2019 by the city; and

**WHEREAS,** Applicant has constructed the storm water control measures and executed a Maintenance and Right of Entry Agreement.

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Seaside does hereby authorize the City Manager to execute the Maintenance and Right of Entry Agreement with BMW of Monterey attached hereto.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Seaside, State of California, on the 15<sup>th</sup> day of August, 2019, by the following vote:

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

APPROVED:

ATTEST:

\_\_\_\_\_  
Ian Oglesby, Mayor  
City of Seaside

\_\_\_\_\_  
Lesley Milton-Rerig, City Clerk

**WHEN RECORDED MAIL TO:**

City Clerk,  
City of Seaside  
440 Harcourt Avenue  
Seaside, CA. 93955

**THIS SPACE FOR RECORDERS USE ONLY**

**MAINTENANCE AND RIGHT OF ENTRY AGREEMENT FOR STORMWATER CONTROL  
FOR BMW OF MONTEREY, APN 011-526-011**

**MAINTENANCE AND RIGHT OF ENTRY AGREEMENT  
FOR STORMWATER CONTROL  
FOR FOR BMW OF MONTEREY, APN 011-526-011**

**THIS MAINTENANCE AND RIGHT OF ENTRY AGREEMENT FOR STORMWATER CONTROL** ("Agreement") is made and entered into in the City of Seaside, California, this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between BMW of Monterey, hereinafter referred to as "Owner" and the City of Seaside ("City"), a municipal corporation. This Agreement applies to that certain real property commonly known and designated as 1 Geary Plaza in the City of Seaside, situated in the County of Monterey, State of California, currently identified as County of Monterey Assessor's Parcel Numbers 011-526-011 (Property). The Agreement is subject to the following recitals:

**RECITALS**

**WHEREAS**, the Owner owns real property ("Property") in the City of Seaside, County of Monterey, State of California, more specifically described in Exhibit "A" attached hereto and incorporated herein by this reference;

**WHEREAS**, the Board of Architectural Review of the City of Seaside approved Architectural Review Application No BAR 17-09, hereinafter referred to as "Permit", for the subject property attached hereto as Exhibit B;

**WHEREAS**, at the time of initial approval of said Permit, the City required the project to employ post-construction Stormwater Control Measures, hereinafter referred to as "SCMs," in accordance with Resolution R3-2013-0032 of the Central Coast Regional Water Quality Control Board (CCRWQCB) and Seaside Municipal Code Chapter 8.46, "Urban Storm Water Quality Management and Discharge Control" to minimize the adverse effects of urbanization and development on watershed processes and beneficial uses, and to protect and enhance the water quality of watercourses and water bodies in a manner pursuant to and consistent with the Federal Clean Water Act (33 U.S.C. § 1251 et seq.);

**WHEREAS**, the City of Seaside Municipal Code Chapter 8.46, "Urban Stormwater Quality Management and Discharge Control," regulates urban stormwater quality and provides requirements, known as Best Management Practices (BMPs) for managing and controlling stormwater quality and non-stormwater discharges to the storm drain system;

**WHEREAS**, the Permit requires the Owner to record a deed restriction requiring the approved SCMs not to be removed, relocated, covered, or hampered with in any way which may prevent them from performing their intended function, and to provide for ongoing maintenance and verification of ongoing maintenance of the SCMs by Owner and the Owner's successors in interest.

**WHEREAS**, the Owner has chosen to install and/or implement SCMs as shown on Exhibit C attached hereto and incorporated herein by this reference;

**WHEREAS**, the SCMs shown on Exhibit C are further described within the Stormwater Control Plan, dated March 28, 2018, hereinafter referred to as "SWCP", to comply with CCRWQCB Resolution R3-2013-0032 and Seaside Municipal Code Chapter 8.46;

**WHEREAS**, the SWCP has been certified by a licensed professional and reviewed and approved by the City;

**WHEREAS**, the SCMs, with installation and implementation on private property and draining only private property, are part of a private facility with all maintenance or replacement, therefore, the sole responsibility of the Owner in accordance with the terms of this Agreement;

**MAINTENANCE AND RIGHT OF ENTRY AGREEMENT  
FOR STORMWATER CONTROL  
FOR FOR BMW OF MONTEREY, APN 011-526-011**

**WHEREAS**, the Owner is aware that periodic maintenance is required to assure peak performance of all SCMs, furthermore, such maintenance activity will require compliance with all Local, State, or Federal laws and regulations, including those pertaining to confined space and waste disposal methods, in effect at the time such maintenance occurs;

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual stipulations and agreements contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. **Responsibility for Operation and Maintenance of SCMs:** Owner shall diligently maintain all SCMs in a manner that maintains the original flow and treatment requirements at all times. An Operation and Maintenance Plan is included as Exhibit "D". All reasonable precautions shall be exercised by Owner and Owner's representative or contractor in the removal and extraction of any material(s) from the SCMs and the ultimate disposal of the material(s) in a manner consistent with all relevant laws and regulations in effect at the time. As may be requested from time to time by the City, the Owner shall provide the City with documentation identifying the material(s) removed, the quantity, and disposal destination.
2. **Owner consents and agrees** to inspect and maintain the SCMs based on the schedule and procedures identified in the Operation and Maintenance Plan (Exhibit "D"). Each year during a period beginning on September 1 and ending no later than September 30, and at the time of any sale or other transfer of title to the Property, Owner shall provide the City with a Maintenance Certificate in the form attached hereto marked Exhibit "E" and by this reference incorporated herein certifying that the SCMs have been recently inspected and are functioning in compliance with the Operation and Maintenance Plan or, if such SCMs were not in compliance with the Operation and Maintenance Plan, what measures have been taken to bring the SCMs and the maintenance thereof into compliance with the Operation and Maintenance Plan. Proof of maintenance, such as copies of maintenance records and/or receipts shall be included with the Maintenance Certificate. Certificate shall be completed and stamped by a licensed engineer or other qualified professional approved by the City prior to inspection.
3. **Right of Access:** Owner hereby provides the City or City's agent complete access, of any duration, to the SCMs and their immediate vicinity, excluding any buildings, at any time, upon reasonable notice, or in the event of emergency, as determined by the City Engineer, with no advance notice, for the purpose of inspection, sampling, testing of the SCMs, and in case of emergency, to undertake, in the City's sole discretion, necessary repairs or other preventative measures at Owner's expense as provided in paragraph 4 below. City shall make every effort at all times to minimize or avoid interference with Owner's use of the Property.
4. **Penalty:** In the event Owner, or its successors or assigns, fails to accomplish the necessary maintenance contemplated by this Agreement or if the BMP's and/or SCM's do not perform in a manner that maintains the original treatment requirements at all times, then the Owner shall be subject to monetary fines per day or per occurrence in accordance with Chapter 8.46, "Urban Storm Water Quality Management and Discharge Control" of the Seaside Municipal Code.
5. **Recording:** This Agreement shall be recorded in the Office of the Recorder of Monterey County, California, at the expense of the Owner and shall constitute notice to all successors and assigns of the title to said Property of the obligation herein set forth.

**MAINTENANCE AND RIGHT OF ENTRY AGREEMENT  
FOR STORMWATER CONTROL  
FOR FOR BMW OF MONTEREY, APN 011-526-011**

6. **Attorney's Fees:** In event of legal action occasioned by any default or fault of the Owner, or its successors or assigns, the Owner and its successors or assigns agree(s) to pay all costs incurred by the City in enforcing the terms of this Agreement, including attorney's fees and costs. In the event of legal action occasioned by any default of the City, the City agrees to pay all costs incurred by the Owner and its successors or assigns in enforcing the terms of this Agreement, including attorneys' fees and costs.
7. **Covenant:** It is the intent of the parties hereto that burdens and benefits herein undertaken shall constitute covenants that run with said Property and constitute a lien there against.
8. **Binding on Successors:** The obligations herein undertaken shall be binding upon the heirs, successors, executors, administrators and assigns of the parties hereto. The term "Owner" shall include not only the present Owner, but also its heirs, successors, executors, administrators, and assigns. Owner shall notify any successor to title of all or part of the Property about the existence of this Agreement. Owner shall provide such notice prior to such successor obtaining an interest in all or part of the Property. Such notice shall include the Stormwater Control Plan and the Operations and Maintenance Plan. The transfer of this information shall also be required with any subsequent sale of the property. Owner shall provide a copy of such notice to the City at the time of property transfer.
9. **Indemnity and Insurance:** The Owner, its heirs, successors, executors, administrators and assigns agree to defend, indemnify and hold harmless the City, its officials, employees and its authorized agents from any and all damages, accidents, casualties, occurrences or claims (collectively, "Claims") which might arise or be asserted against the City and which are connected with the construction, operation, presence, existence or maintenance of the BMP and/or SCM by the Owner, or from any personal injury or property damage that may result from the City or other public entities entering the Property under Section 3 of this Agreement; provided, however, that notwithstanding the foregoing, the Owner, its heirs, successors, executors, administrators and assigns shall have no obligation to defend, indemnify or hold harmless pursuant to this Section 9 for any Claims arising from the willful acts or omissions, or negligence, of the City or any other public entities, their officials, employees, or agents. The Owner shall maintain liability insurance with amounts not less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the annual aggregate covering occurrences at the Property, and shall name City, its officers and employees as an additional insured on such liability policy. The Owner shall provide the City with proof of insurance as required by the City.
10. **Notice:** Any notice to a party required or called for in this Agreement shall be served in person, or by deposit in the U.S. Mail, first class postage prepaid, to the address set forth below. Notice(s) shall be deemed effective upon receipt, or seventy-two (72) hours after deposit in the U.S. Mail, whichever is earlier. A party may change a notice address only by providing written notice thereof to the other party.

**MAINTENANCE AND RIGHT OF ENTRY AGREEMENT  
FOR STORMWATER CONTROL  
FOR FOR BMW OF MONTEREY, APN 011-526-011**

**IN WITNESS THEREOF**, the parties hereto have affixed their signatures as of the date first written above.

By: \_\_\_\_\_ By:  \_\_\_\_\_  
Signature Signature

Name: Craig Malin Name: Eric Iverson

Title: City Manager Title: Director of Real Estate

**List of Exhibits**

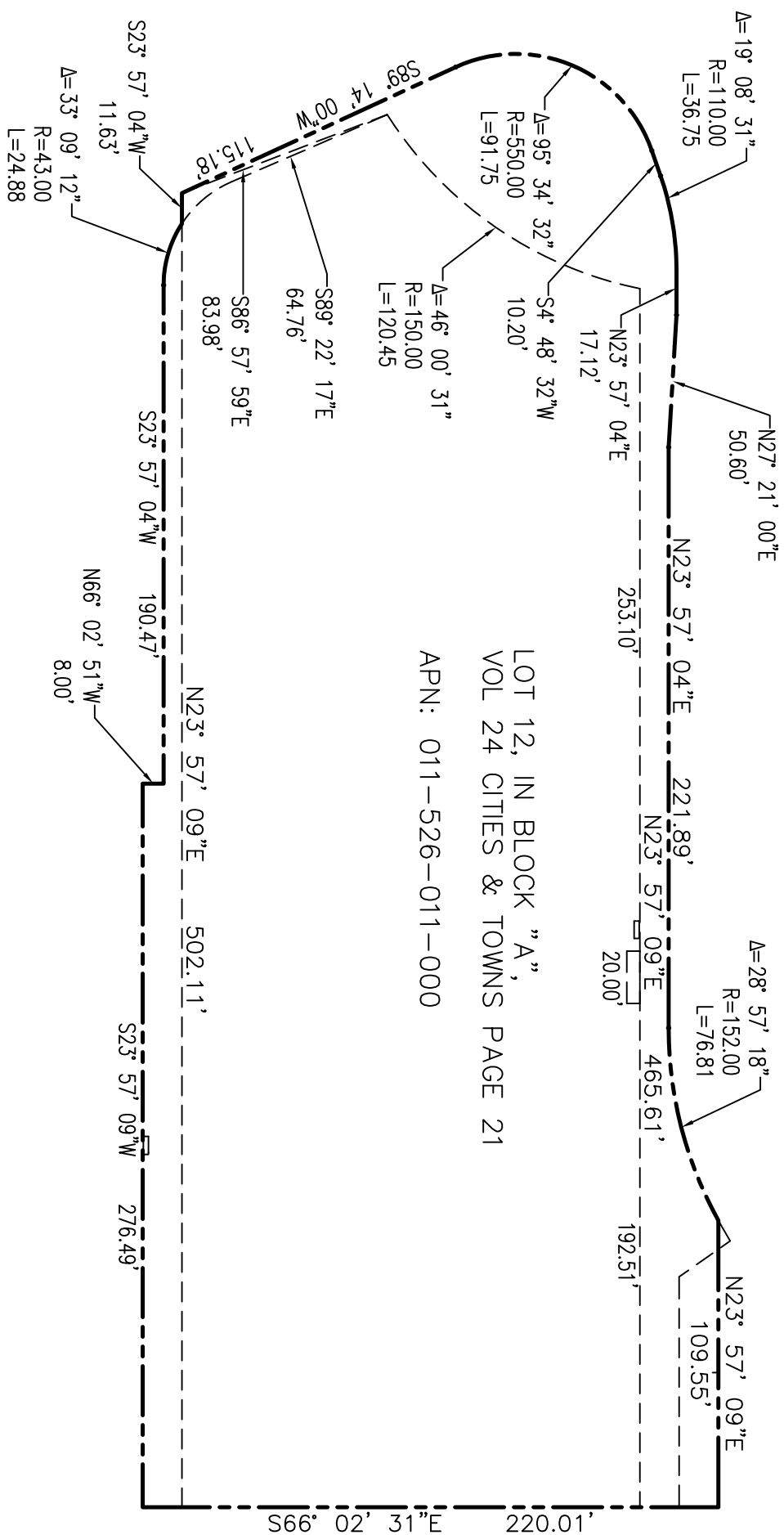
- A. Plat and Legal Description
- B. Planning or BAR Approval resolution
- C. Exhibit of Storm Water Control Measures (SCMs)
- D. Operations and Maintenance Plan
- E. Maintenance Certificate

**EXHIBIT A  
LEGAL DESCRIPTION**

Real property in the City of Seaside, County of Monterey, State of California, described as follows:

LOT 12, IN BLOCK "A", AS SHOWN ON THAT CERTAIN MAP ENTITLED "OFFICIAL MAP OF THE SEASIDE AUTO CENTER", FILED FOR RECORD AUGUST 31, 2009 IN [VOLUME 24 OF CITIES & TOWNS AT PAGE 21](#), RECORDS OF MONTEREY COUNTY, CALIFORNIA.

APN: 011-526-011-000



LOT 12, IN BLOCK "A",  
 VOL 24 CITIES & TOWNS PAGE 21  
 APN: 011-526-011-000

"EXHIBIT A"



## COMMENT SHEET

### PUBLIC WORKS-ENGINEERING DIVISION

Project Address: 1 Geary Plaza Date Applied: September 5, 2017  
 Project Number: BAR-17-09 APN: 011-526-011  
 Applicant: HGHB Architects for BMW  
 Description: Installation of new exterior storefront, building colors, and site modifications associated with the expansion and remodel of the showroom and related offices at the BMW of Monterey car dealership.

### ***APPROVED - with CONDITIONS***

|                                                                                                                                                                                                                     |                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| Post Construction Requirement Initial Review (LID)                                                                                                                                                                  | Single Family Dwelling <input type="checkbox"/> or Commercial <input checked="" type="checkbox"/> |
| Impervious Area: ( $\geq 2,500$ sf-new/replaced) <input type="checkbox"/> ( $\geq 5,000$ sf-net) <input type="checkbox"/> ( $\geq 15,000$ sf-net) <input checked="" type="checkbox"/> ( $\geq 22,000$ sf-net)       |                                                                                                   |
| Performance Requirement: Exempt <input type="checkbox"/> #1 <input type="checkbox"/> #2 <input type="checkbox"/> #3 <input type="checkbox"/> #4 <input checked="" type="checkbox"/> (#2-#4 require stormwater plan) |                                                                                                   |
| Erosion Sediment Control Plan <input checked="" type="checkbox"/> (addition?)                                                                                                                                       |                                                                                                   |

The Public Works Department, Engineering Division, has completed a review of plans of the above project. The following Required Action shall be listed on the first sheet and/or delineated within your building plans.

#### **REQUIRED ACTION**

1. Proposed project must implement storm water best management practices (BMPs) during construction.(SMC 8.46)
  - a. Complete and submit the Storm water Compliance Tracking Form, with signature with building permit application.
  - b. A project specific Erosion and Sediment Control Plan (ESCP) is required of the applicant as part of building permit application.
  - c. If the disturbed area is greater than one (1) acre, a Storm water Pollution Prevention Plan (SWPPP) shall be prepared and a WDID obtained by the applicant from the State Water Quality Control Board. Submit the SWPPP for City of Seaside review.
2. Post-development peak storm water runoff rates shall not exceed predevelopment rate. A pro rata share of the cost of offsite erosion sediment, and flood control improvements and/or for maintenance to the principal drainage way may be required by the city engineer to handle the increase peak runoff and/or sediment generated by the project.(SMC 15.32.170)
  - a. As part of building permit application, develop civil grading and drainage plans to clearly show direction of storm water drainage from new or redeveloped impervious surfaces.
  - b. Drainage shall not be directed to adjacent properties. See item 3 for further requirements.
3. As required by Attachment 1 to Resolution No. R3-2013-0032 of the Central Coast Regional Water Quality Control Board, the applicant shall develop a Storm water Control Plan demonstrating compliance with performance requirements #1, #2, #3, and #4 as applicable.(SMC 8.46.130)

|                                                                                                                                                                                                                                                                       |                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Prepared by: Scott Ottmar, P.E.                                                                                                                                                                                                                                       | Original Signed: 9/13/17 |
| Project Address: 1 Geary Plaza                                                                                                                                                                                                                                        | Staff Time (hrs): 1      |
| If you have any questions, please contact Scott Ottmar, Associate Civil Engineer, at the Public Works Department, Engineering Division, at (831) 899-6825 or fax at (831) 899-6311, or email <a href="mailto:sottmar@ci.seaside.ca.us">sottmar@ci.seaside.ca.us</a> . |                          |

## Exhibit B



- a. Applicant shall submit a Storm Water Control Plan prior to finalizing site plan or civil grading and drainage plans. Storm Water Control Plan shall be approved by the City prior to finalizing project civil grading and drainage plans and shall include hydrology and hydraulic calculations validating the design of conveyance, treatment and/or infiltration features.
- b. Applicant shall submit architectural and civil grading and drainage plans with building permit application in substantial conformance to the approved Storm Water Control Plan.
  - i. Plans shall clearly denote, in table format, the pre-project impervious surface area, new impervious surface area created, replaced impervious surface area, and post-project impervious surface area.
- c. Prior to issuance of occupancy, applicant shall execute and record as a deed restriction a Right of Entry and Maintenance Agreement. The Right of Entry and Maintenance Agreement shall:
  - i. Include indemnity, insurance and security requirements in conformance with the template provided by the City, and
  - ii. include an operation and maintenance (O&M) plan approved by the City stating that the property owner will conduct, and accepts responsibility for, maintenance of all storm water control measures (SCMs), and
  - iii. include a legal description of the property, and
  - iv. describe the methods and procedures for conducting periodic inspections and maintenances of all SCMs, and
  - v. require applicant to provide to the City each year during a period beginning on September 1 and ending no later than September 30 a statement certified by a licensed Civil Engineer or Qualified Storm water Developer (QSD) registered in the State of California stating that the SCM maintenance is in accordance with the O&M plan, and
  - vi. include a statement that transfers responsibility for maintenance of SCMs to future owners of the property.
4. Prior to final inspection, any curb, gutter and sidewalk damaged during construction shall be replaced by a licensed concrete contractor in conformance with the most current applicable engineering standards, and upon the prior issuance of an Encroachment Permit from the Public Work Department.

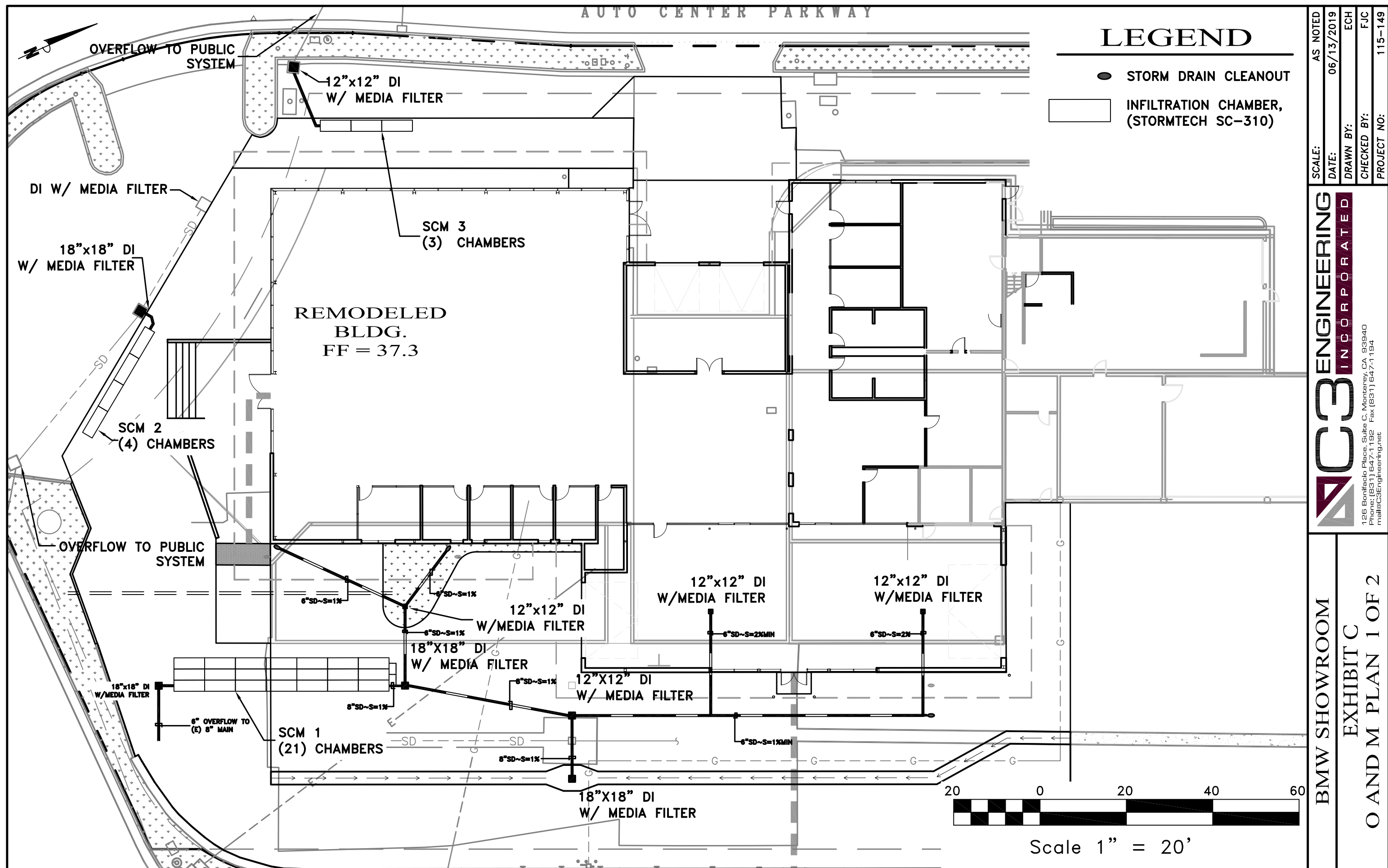
Prepared by: Scott Ottmar, P.E.

Project Address: 1 Geary Plaza

■ Original Signed: 9/13/17

Staff Time (hrs): 1

If you have any questions, please contact Scott Ottmar, Associate Civil Engineer, at the Public Works Department, Engineering Division, at (831) 899-6825 or fax at (831) 899-6311, or email [sottmar@ci.seaside.ca.us](mailto:sottmar@ci.seaside.ca.us).



|                                                                                                                                                                   |                                                                                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| <b>AC3 ENGINEERING</b><br>INCORPORATED<br>126 Bonifacio Place, Suite C, Monterey, CA 93940<br>Phone: (831) 647-1192 Fax (831) 647-1194<br>mail@ac3engineering.net | SCALE: AS NOTED<br>DATE: 06/13/2019<br>DRAWN BY: ECH<br>CHECKED BY: FJC<br>PROJECT NO: 115-149 |
|                                                                                                                                                                   | <b>BMW SHOWROOM</b><br><b>EXHIBIT C</b><br><b>O AND M PLAN 1 OF 2</b>                          |

**Operation and Maintenance Plan  
for Stormwater Control Measures**

**BMW of Monterey**

**1 Geary Plaza, Seaside, CA**

**APN 011-526-011**

Prepared By:

  
126 Bonifacio Place, Suite C, Monterey, CA 93940  
831-647-1192

Exhibit D  
**Operation and Maintenance Plan (O&M)  
for Stormwater Control Measures (SCMs)  
BMW of Monterey**

**General**

This Operation and Maintenance Plan (**O&M**) outlines the minimum operation and maintenance activities required for the stormwater control measures (**SCMs**) constructed as part of the BMW Showroom project, located at 1 Geary Plaza, Seaside, CA 93955. Assessor's Parcel Number 011-526-011.

In addition to being kept by the Owner as part of the Project Manual, this O&M is an attachment to the Maintenance Agreement which will be recorded at the County Recorder's office.

This O&M was prepared pursuant to the "Post Construction Stormwater Management Requirements for Development Projects in the Central Coast Region", Central Coast Regional Water Quality Control Board Resolution No. R3-2013-0032 and the "Technical Guide for Low Impact Development" by Monterey Regional Stormwater Management Program dated February 18, 2014.

**Responsibilities**

The property owner, BMW of Monterey, is responsible for facility operation, inspection, and maintenance. SCMs installed as part of the Project must be operated, inspected, and maintained for the life of the Project. Any change or alteration, or the failure to properly operate and maintain any feature described herein, could result in fines or other actions by the City of Seaside, or by a state and or federal authority. Furthermore, if SCM maintenance is not adequate, the Municipality may conduct inspections and repairs, at the Owner's expense. For more information please refer to the Maintenance Agreement.

Owner agrees to inspect and maintain the SCMs based on the schedule and procedures identified in **Attachment 2** within this Operation and Maintenance Plan. Each year during a period beginning on September 1 and ending no later than September 30, and at the time of any sale or other transfer of title to the Property, the Owner shall provide the City with a Maintenance Certificate (**Appendix A**) certifying that the SCMs have been recently inspected and are functioning in accordance with the Operation and Maintenance Plan or, if such SCMs were not in accordance with the Operation and Maintenance Plan, what measures have been taken to bring the SCMs and the maintenance thereof into accordance with the Operation and Maintenance Plan. Proof of maintenance, such as copies of maintenance records and/or receipts shall be included with the Maintenance Certificate. The certificate must be completed and stamped by a licensed civil engineer.

Updated information, including contact information, must be provided to the Municipality if and when the property is sold, or whenever there is a change to one of the listed responsible parties.

**Facilities to be Maintained**

The facilities which are constructed as part of the Project, and which must be operated, inspected, and maintained, are listed in **Table 1**, below. SCM locations areas are shown graphically in **Attachment 1**. For more detailed construction information see the plans and specifications entitled BMW Showroom, prepared by C3 Engineering Inc. For facility sizing information see the Storm Water Control Plan (**Appendix C**).

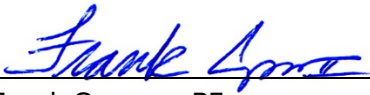
Exhibit D  
Operation and Maintenance Plan (O&M)  
for Stormwater Control Measures (SCMs)  
BMW of Monterey

**Table 1. Facilities to be Maintained**

1. General Site and Storm Drainage Facility Maintenance
2. Underground infiltration chambers (3 locations)
3. Catch Basin Media Filters (10 total)

These facilities must be operated, inspected and maintained as described herein.

**Prepared by:**

  
Frank Campo, PE



06-13-2019  
Date

**Attachments:**

1. Map of SCMs to be Maintained

**Appendices:**

*(Note: due to the limitations associated with title records, the Appendices are not included in the recorded Maintenance Agreement. Appendices are included in the O&M submitted to the Owner and to the City, and must be made available by the Owner to the Municipality upon request, for the life of the Project.)*

- A. Sample Annual Certification
- B. Responsible Parties
- C. Storm Water Control Plan

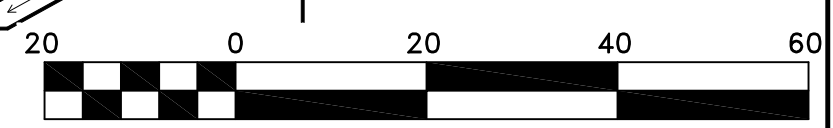
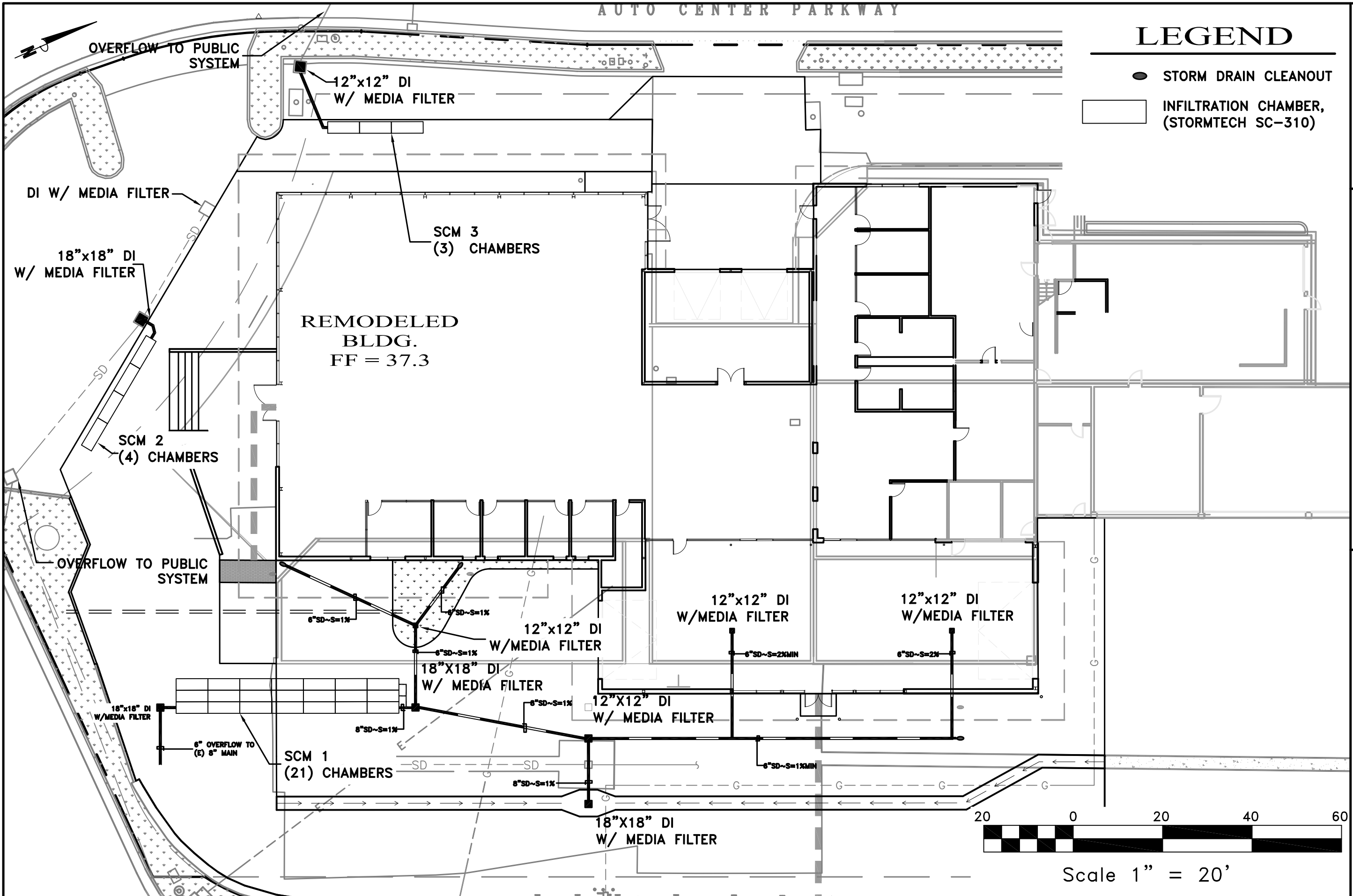
Exhibit D  
Operation and Maintenance Plan (O&M)  
for Stormwater Control Measures (SCMs)  
BMW of Monterey

# **Attachment 1**

## **Site Maps**

# LEGEND

- STORM DRAIN CLEANOUT
- INFILTRATION CHAMBER, (STORMTECH SC-310)



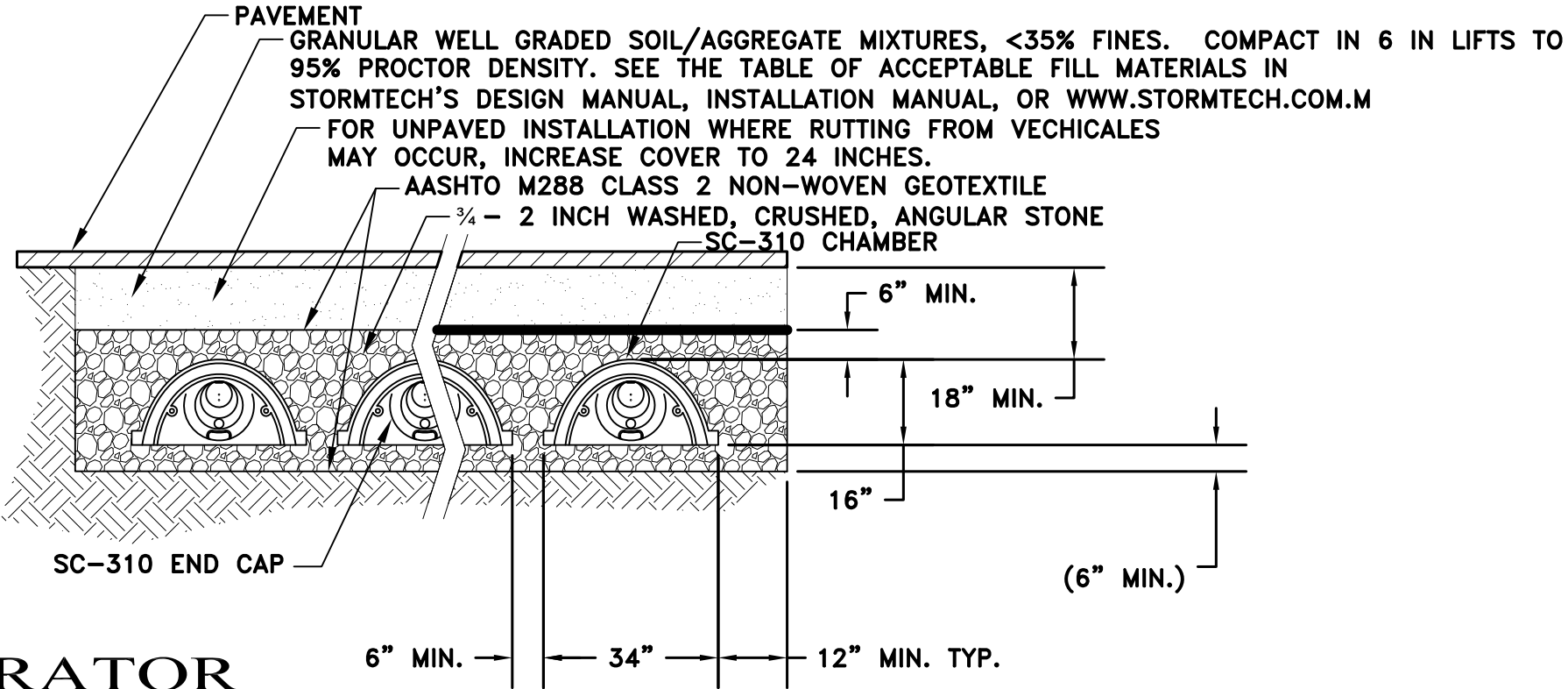
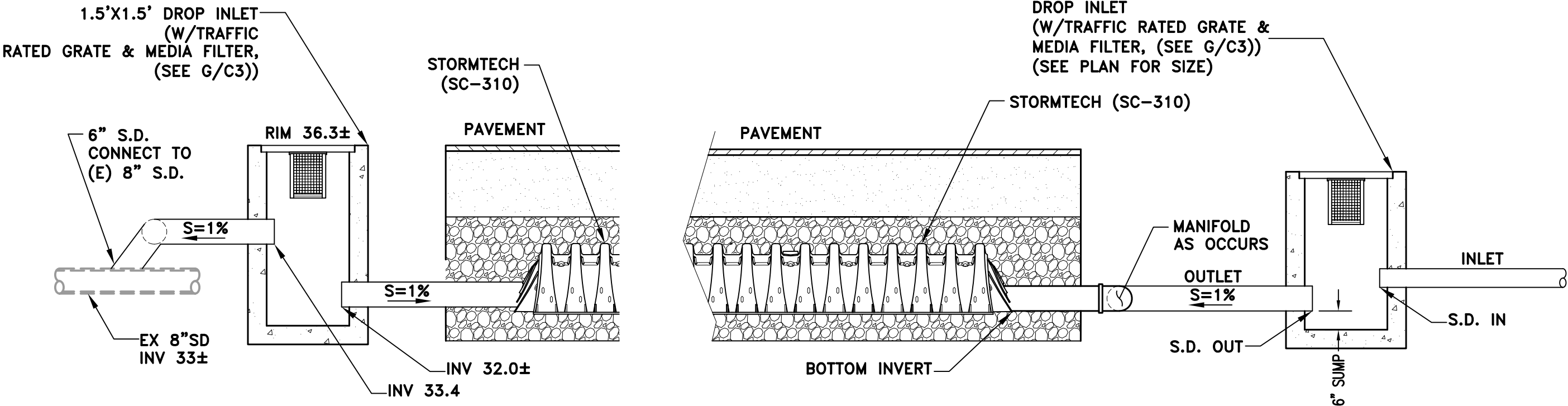
Scale 1" = 20'

|                                                                                                                                                                                                  |                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| <b>AC3 ENGINEERING INCORPORATED</b><br><small>126 Bonifacio Place, Suite C, Monterey, CA 93940<br/>         Phone: (831) 647-1192 Fax (831) 647-1194<br/>         mail@C3Engineering.net</small> | SCALE: AS NOTED     |
|                                                                                                                                                                                                  | DATE: 06/13/2019    |
|                                                                                                                                                                                                  | DRAWN BY: ECH       |
|                                                                                                                                                                                                  | CHECKED BY: FJC     |
|                                                                                                                                                                                                  | PROJECT NO: 115-149 |

**BMW SHOWROOM**

**ATTACHMENT 1**

**O AND M PLAN 1 OF 2**



|             |            |
|-------------|------------|
| SCALE:      | AS NOTED   |
| DATE:       | 06/13/2019 |
| DRAWN BY:   | ECH        |
| CHECKED BY: | FJC        |
| PROJECT NO: | 115-149    |

**C3 ENGINEERING INCORPORATED**

126 Bonifacio Place, Suite C, Monterey, CA 93940  
Phone: (831) 647-1192 Fax: (831) 647-1194  
mail@C3Engineering.net

BMW SHOWROOM

ATTACHMENT 1

O AND M PLAN 2 OF 2

Exhibit D  
Operation and Maintenance Plan (O&M)  
for Stormwater Control Measures (SCMs)  
BMW of Monterey

## Attachment 2

### Stormwater Facility Operation and Maintenance Fact Sheet

#### GENERAL SITE AND STORM DRAINAGE FACILITY MAINTENANCE

##### **Pavements:**

1. Collect trash and sweep pavements regularly to prevent accumulation of soil, debris, and trash.

##### **Landscaping:**

1. Remove debris and trash regularly.
2. Prune or cut back plants for health and to ensure stormwater is able to flow into inlets and through curb cuts.
3. Control weeds by manual methods or non-selective natural herbicides if possible.
4. Fertilizer and pesticide use should be limited, and applied by appropriate professionals.
5. Examine the vegetation to ensure that it is healthy and dense enough to protect soils from erosion. Remove and replace all dead and diseased vegetation.
6. Confirm that irrigation system is operating properly. Inspect all valves for proper on/off function and adjust as required. Inspect filters at valves and remove debris. For point source drip irrigation, inspect emitters and drip line for proper water flow and check that emitters are not clogged.

At a minimum the following activities must occur to properly maintain the Storm Water Control Measures:

##### **GENERAL MAINTENANCE REQUIREMENTS**

The person(s) appointed to maintain the storm drain facilities must familiarize themselves with the purposes, design specifications, features, and mode of operation of the storm drain system and should review the Stormwater Control Plan (in addition to this document). Maintenance supervisors and employees need to be informed of the following specific maintenance requirements for the bioretention planters and accompanying storm drain system.

Maintenance instructions generally include the following (please see the Maintenance Matrix for more detailed maintenance instructions):

- Inspect inlets for. Clear any obstructions and remove any accumulation of sediment. Examine rock or other material used as a splash pad and replenish if necessary.
- Inspect outlets for erosion or plugging caused by debris.

Exhibit D  
**Operation and Maintenance Plan (O&M)  
for Stormwater Control Measures (SCMs)  
BMW of Monterey**

- Inspect side slopes for evidence of instability or erosion and correct as necessary.
- Abate any potential vectors by filling holes in the ground in and around the Stormwater Facility and by insuring that there are no areas where water stands longer than 72 hours following a storm. If mosquito larvae are present and persistent, contact the appropriate agency for information and advice. Mosquito larvicide's should be applied only when absolutely necessary and then only by a licensed individual or contractor.
- Applications of pesticides are to be conducted only by a licensed pest control operator trained in the use of Integrated Pest Management.
- Avoid the use of pesticides and quick release synthetic fertilizers, and follow the principles of integrated pest management (IPM) followed. Check with the local jurisdiction for any local policies regarding the use of pesticides and fertilizers.
- Remove sediment from the chambers when the sediment level reaches the level shown on the fixed vertical sediment marker.
- Check signage. Remove graffiti and replace if necessary.
- Check irrigation, if any, to confirm it is adequate but not excessive.

**CHECKLIST FOR ROUTINE INSPECTION AND MAINTENANCE**  
(SEE MAINTENANCE MATRIX FOR ADDITIONAL DETAIL)

- Examine each area drain and clean if necessary.
- Confirm there is no blockage in the drain lines.
- Remove any accumulation of sediment, litter, and debris.
- Examine the overflow. Remove any debris.
- Clean up fallen leaves or debris.
- Confirm that irrigation is adequate and not excessive. If irrigation is producing underflow from the swales or bioretention area, reduce irrigation.

Exhibit D  
**Operation and Maintenance Plan (O&M)**  
**for Stormwater Control Measures (SCMs)**  
**BMW of Monterey**

**STORMWATER TREATMENT FACILITIES MAINTENANCE MATRIX**

| <b>Storm Drain System</b>                                                    |                                                                                                                                                                                                                                                             |                                                                                             |
|------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| <b>Frequency</b><br>Before each rainy season.                                | <b>Observation</b><br>Inspect the storm drain outfalls at the lake. Look for obstructions, vegetation, debris, litter, sediment, etc. blocking the outfall. Check for bushes, trees, or other dense vegetation growing immediately in front of the outfall. | <b>Maintenance Activity</b><br>Remove obstructions, etc.                                    |
|                                                                              | <b>Observation</b><br>Inspect all catch basins. Look for obstructions, vegetation, debris, litter, sediment, etc. blocking the catch basins.                                                                                                                | <b>Maintenance Activity</b><br>Remove obstructions, etc.                                    |
| <b>Frequency</b><br>Before each rainy season and after the first heavy rain. | <b>Observation</b><br>Inspect the entire storm drain system from the upstream end to the outfall, including all catch basins. Observe the flow of water. Any evidence of ponding in the catch basins indicates a blockage.                                  | <b>Maintenance Activity</b><br>Find and remove any obstructions. Flushing may be necessary. |

Exhibit D  
**Operation and Maintenance Plan (O&M)**  
**for Stormwater Control Measures (SCMs)**  
**BMW of Monterey**

Infiltration Chambers

| Frequency                                                                                                         | Observation                                                                                                                                                               | Maintenance Activity                                                                                                                                                                                                                                                                                       |
|-------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Frequency</b><br>Before each rainy season.                                                                     | <b>Observation</b><br>Manholes and or Catch Basins. Using a flashlight visually inspect for sediment and debris.                                                          | <b>Maintenance Activity</b><br>Measure depth of sediment from inspection port.                                                                                                                                                                                                                             |
|                                                                                                                   | <b>Observation</b><br>Inspection ports. Using a flashlight and stadia rod, measure depth of sediment                                                                      | <b>Maintenance Activity</b><br>If upon visual inspection it is found that sediment has accumulated to an average depth exceeding 3" (76 mm), cleanout is required.                                                                                                                                         |
| <b>Frequency</b><br>When sediment has accumulated to an average depth exceeding 3" (76 mm), cleanout is required. | <b>Observation</b><br>Treatment facilities are failing to drain and/or discharging "dirty water" into creek. Minor maintenance activities have failed to rectify problem. | <b>Maintenance Activity</b><br>Thorough inspection of stormwater facility by licensed professional (i.e., landscape contractor, landscape architect, civil engineer, etc.). Replacement of failed components and repair of stormwater facility to design specifications (per the Stormwater Control Plan). |

Please follow local and OSHA rules for a confined space entry. Inspection ports can allow inspection to be accomplished completely from the surface without the need for a confined space entry. Inspection ports provide visual access to the system with the use of a flashlight. A stadia rod may be inserted to determine the depth of sediment.

For any questions regarding the Stormwater Control Plan or the Operations and Maintenance Plan, contact C3 Engineering, Inc. (831-647-1192 or [Stormwater@C3Engineering.net](mailto:Stormwater@C3Engineering.net))



City of Seaside  
Stormwater Management Facilities  
Annual Maintenance Certificate  
For Calendar Year \_\_\_\_\_

I, \_\_\_\_\_ certify that the stormwater control measures (SCM) at  
Print Name

\_\_\_\_\_ (Address), with

\_\_\_\_\_ (APN),

identified in the Storm Water Control Plan (SWCP) dated \_\_\_\_\_ developed for the property have been properly operated and maintained during the preceding year, and have been recently inspected during a period beginning on September 1 and ending no later than September 30 and repaired as necessary to ensure continued proper operation.

*(Attach copies of any maintenance records and/or receipts, if applicable)*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief true, accurate and complete.

This Certificate shall be certified by a licensed engineer, or other qualified professional approved by the City, and submitted no later than October 1 annually.



**CITY OF SEASIDE  
STAFF REPORT**

**Item No.: 8.F.**

**TO:** City Council

**FROM:** Craig Malin, City Manager

**BY:** Rick Riedl, City Engineer  
Misty Bradshaw, Associate Engineer

**DATE:** August 15, 2019

**SUBJECT: APPROVE A RESOLUTION AWARDING A CONSTRUCTION CONTRACT TO GRANITE CONSTRUCTION COMPANY FOR THE PAVEMENT REHABILITATION PROJECT PHASE 2 FOR AN AMOUNT NOT TO EXCEED \$821,776.00 AND TOTAL PROJECT COST WITH 15% CONTINGENCY OF \$945,042.00.**

---

**PURPOSE & RECOMMENDATION**

Award a construction contract to Granite Construction Company (Granite) for the Pavement Rehabilitation Project – Phase 2 for an amount not to exceed \$821,776.00, authorize a total project amount with 15% contingency of \$945,042.00 and authorize the City Manager to execute the agreement.

**BACKGROUND**

Starting in 2018, two funding sources, Measure X in Monterey County and the Road Maintenance and Rehabilitation Act (RMRA or SB1) in the state became available to the City of Seaside, and are estimated to contribute about \$1.5 million per year to the City of Seaside to be used for the proposed pavement improvements.

The City Council held meetings on April 19, 2018, June 7, 2018, and July 10, 2018 at which programming of these funds for the proposed pavement improvements was determined. Based upon Council direction to focus on upgrading major streets, staff developed preferred treatment scenarios identifying the City's ability to improve the conditions of these roads using Measure X and SB1 revenues. On November 1, 2018, City Council approved the Roadway Rehabilitation "Proposed Project List for Measure X and SB1" (Reso 18-120).

The approved roadway segments were incorporated into a multi-phased design approach. Construction of Phase 1 was completed in early Fall of 2018. Phase 2 includes digout base repairs, crack sealing, minor concrete sidewalk and curb and gutter repair, and a Type 2 fiber reinforced slurry on various arterial and collector roadways within the City.

The Pavement Rehabilitation Project - Phase 2 was advertised, and four bids were received and opened on July 23, 2019. The bid results are listed below:

VSS International \$ 1,037,120.00  
Granite Rock \$ 909,693.50  
Granite Construction \$ 821,776.00  
Monterey Peninsula Engineering \$ 999,368.00

Granite Construction was the apparent low bidder at \$821,776.00. Staff reviewed Granite's bid and determined that the bid is responsive and that the bidder's qualifications and experience levels, and that of their subcontractors, are satisfactory to perform all work within the project scope.

It is recommended to approve a resolution awarding a construction contract to Granite Construction Company to complete the Pavement Rehabilitation Project - Phase 2 for an amount not to exceed \$821,776.00.

### **ENVIRONMENTAL COMPLIANCE**

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

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

### **FISCAL IMPACT**

### **ATTACHMENTS**

1. Draft Resolution
  2. Contract
  3. Plans
  4. Book 1 Specifications
-

## 5. Book 2 Specifications

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Reviewed for Submission to the  
City Council by:



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Craig Malin, City Manager

**RESOLUTION NO. 19-\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE**

**AWARDING A CONSTRUCTION CONTRACT TO GRANITE CONSTRUCTION COMPANY FOR THE PAVEMENT REHABILITATION PROJECT – PHASE 2 FOR AN AMOUNT NOT TO EXCEED \$821,766.00.**

**WHEREAS**, The City of Seaside owns and maintains some of the public roadways within the city limits; and

**WHEREAS**, the passage of Measure X in Monterey County and the Road Maintenance and Rehabilitation Act (RMRA or SB1) in the State of California have made available an estimated \$1.5 million per year to the City of Seaside for improvements to the pavement networks; and

**WHEREAS**, the City Council approved the issuance of a bond of approximately \$10 Million for the design and construction of road improvements using the Measure X revenues; and

**WHEREAS**, on November 1, 2018 the City approved the Roadway Rehabilitation Projects List titled "Proposed Project List for Measure X and SB1" (Resolution 18-120); and

**WHEREAS** Phase 2 of the Roadway Rehabilitation Projects was put out to bid and advertised on June 10, 2019 and a mandatory pre bid meeting was held on Wednesday, June 26, 2019 in which several contractors were in attendance; and

**WHEREAS** on July 23, 2019, four bids were received at a public bid opening; and

**WHEREAS**, Granite Construction Company was the lowest responsive bidder; and

**WHEREAS** Granite Construction Company has successfully completed similar projects; and

**WHEREAS**, in accordance with Title 14, California Code of Regulations, Section 15301.c, "Existing Facilities" the following actions are categorically exempt from the California Environmental Quality Act (CEQA);

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

**NOW, THEREFORE BE IT RESOLVED**, City Council of the City of Seaside authorizes the City Manager to execute a construction contract to Granite Construction

Company for the construction of *Pavement Rehabilitation Project - Phase 2* for an amount not to exceed eight hundred twenty one thousand seven hundred seventy six dollars and no cents (\$821,776.00), and to authorize Finance to make the necessary budget adjustments to allocate funds from Measure X Bond and SB1 revenues. Approximately fifty-five percent (55%) of the project (or approximately \$451,977) will be funded by Bond revenues, and approximately 45% of the project (or approximately \$369,799) will be funded by SB1 revenues; and.

**NOW, THEREFORE BE IT FURTHER RESOLVED**, that the City of Seaside City Council authorize the City Manager, or his designee, to execute up to an additional 15% contingency for written amendments to the construction contract outlined above such that the full value of the contract may not exceed \$945,042.00.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Seaside duly held on the 15<sup>th</sup> day of August 2019 by the following vote:

|          |                 |
|----------|-----------------|
| AYES:    | COUNCILMEMBERS: |
| NOES:    | COUNCILMEMBERS: |
| ABSENT:  | COUNCILMEMBERS: |
| ABSTAIN: | COUNCILMEMBERS: |

---

Ian N. Oglesby, Mayor

ATTEST:

---

Lesley Milton-Rerig, City Clerk



**CITY OF SEASIDE  
CONSTRUCTION BID CONTRACT  
PAVEMENT REHABILITATION PROJECT – PHASE 2**

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

WITNESSETH:

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

The work to be done is specified in these special provisions Titled "Book 1 Notice, Plans, & Special Provisions" for the Pavement Rehabilitation Project – Phase 2, dated June 10, 2019, approved by the City Engineer, and Plans titled "Pavement Rehabilitation Project – Phase 2" dated June 3, 2019 and revised through Bidding Addendum #1 dated July 11, 2019, which said special provisions and plans are made part of this contract.

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

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

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

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

### BID LIST

| ITEM                   | ITEM DESCRIPTION                          | QTY  | UNIT   | UNIT COST    | TOTAL COST           |
|------------------------|-------------------------------------------|------|--------|--------------|----------------------|
| 1                      | Mobilization                              | LS   | 1      | \$ 74,400.50 | \$ 74,400.50         |
| 2                      | Traffic Control System                    | LS   | 1      | \$ 70,000.00 | \$ 70,000.00         |
| 3                      | Water Pollution Control                   | LS   | 1      | \$ 2,500.00  | \$ 2,500.00          |
| 4                      | Lead Compliance Plan                      | LS   | 1      | \$ 1,000.00  | \$ 1,000.00          |
| 5                      | Base Failure Repair (4 inches)            | SF   | 50,130 | \$ 7.00      | \$ 350,910.00        |
| 6                      | Slurry Seal (Type II)                     | SQYD | 63,200 | \$ 2.35      | \$ 148,520.00        |
| 7                      | Crack Seal                                | LF   | 35,850 | \$ 0.75      | \$ 26,887.50         |
| 8                      | Remove Concrete                           | SF   | 1,730  | \$ 10.00     | \$ 17,300.00         |
| 9                      | Minor Concrete (Curb and Gutter)          | LF   | 240    | \$ 84.00     | \$ 20,160.00         |
| 10                     | Minor Concrete (Sidewalk)                 | SF   | 1,280  | \$ 22.50     | \$ 28,800.00         |
| 11                     | Thermoplastic Traffic Stripe - Detail 2   | LF   | 4,730  | \$ 1.50      | \$ 7,095.00          |
| 12                     | Thermoplastic Traffic Stripe - Detail 22  | LF   | 3,430  | \$ 2.50      | \$ 8,575.00          |
| 13                     | Thermoplastic Traffic Stripe - Detail 38  | LF   | 1,760  | \$ 3.50      | \$ 6,160.00          |
| 14                     | Thermoplastic Traffic Stripe - Detail 9   | LF   | 7,450  | \$ 1.50      | \$ 11,175.00         |
| 15                     | Thermoplastic Traffic Stripe - Detail 30  | LF   | 210    | \$ 10.00     | \$ 2,100.00          |
| 16                     | Thermoplastic Traffic Stripe - Detail 39  | LF   | 980    | \$ 2.00      | \$ 1,960.00          |
| 17                     | Thermoplastic Traffic Stripe - Detail 39A | LF   | 200    | \$ 1.50      | \$ 300.00            |
| 18                     | Pavement Marking (White)                  | SF   | 7,340  | \$ 4.30      | \$ 31,562.00         |
| 19                     | Pavement Marking (Yellow)                 | SF   | 1,970  | \$ 4.30      | \$ 8,471.00          |
| 20                     | Pavement Marking (Blue)                   | SF   | 30     | \$ 80.00     | \$ 2,400.00          |
| 21                     | Pavement Marker - Blue Reflective Marker  | EA   | 32     | \$ 40.00     | \$ 1,280.00          |
| 22                     | Pavement Marker – Class 1 Delineators     | EA   | 4      | \$ 55.00     | \$ 220.00            |
| <b>Base Bid Amount</b> |                                           |      |        |              | <b>\$ 821,776.00</b> |

|                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------|
| <b>Base Bid Total Amount in Words: Eight Hundred Twenty One Thousand Seven Hundred Seventy Six Dollars and Zero Cents</b> |
|---------------------------------------------------------------------------------------------------------------------------|

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

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

**Article VIII. Insurance.** Prior to the beginning of and throughout the duration of the work, Contractor will maintain insurance in conformance with the requirements set forth in Section 3.08 "Responsibility for Damage and Insurance" of the Special Provisions. Contractor will use existing coverage to comply with these

requirements. If that existing coverage does not meet the requirements set forth, it will be amended to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

**Article IX. - Legal Action.** Should either party to this agreement bring legal action against the other, the case shall be handled in Monterey County, California, and the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge hearing the case and such fee shall be included in the judgment, together with all costs.

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

CITY OF SEASIDE  
Rick Riedl, City Engineer  
440 Harcourt Avenue  
Seaside, CA 93955

GRANTIE CONSTRUCTION COMPANY  
Pennington B. Shortes, Area Manager  
580 West Beach Street  
Watsonville, CA 95076

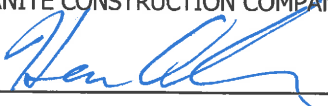
IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first above written.

CITY OF SEASIDE

by: \_\_\_\_\_  
Craig Malin, City Manager

\_\_\_\_\_  
Date

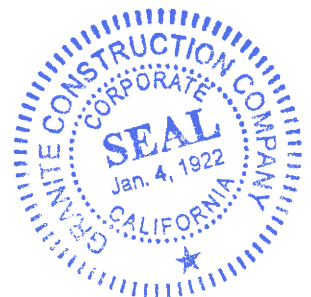
GRANITE CONSTRUCTION COMPANY

by:  \_\_\_\_\_  
Kenneth B. Olson, Vice President

07/31/19

\_\_\_\_\_  
Date

Licensed in accordance with an act providing for the  
registration of Contractors. License No. 89





### LOCATION MAP

NOT TO SCALE

### UTILITY AGENCY CONTACT INFORMATION

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

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

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

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

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

CITY OF SEASIDE & CSCD (SEWER,  
STORM, ETC.):  
SCOTT OTTMAR  
SCOTT@CSCD.CA.US  
(831) 899-6885



Know what's below.  
Call before you dig.

### PROJECT CONTACT INFORMATION

OWNER:  
RICK RIEDL, PE  
CITY OF SEASIDE  
EMAIL: RRIEDL@CITYSEASIDE.CA.US

CIVIL ENGINEER:  
SIVAKUMAR K. NATARAJAN, PE  
HARRIS & ASSOCIATES  
PHONE: (925) 969-8030  
EMAIL: SIVA.NATARAJAN@WEAREHARRIS.COM

RESIDENT ENGINEER:  
DANA VAN HORN  
HARRIS & ASSOCIATES  
PHONE: (831) 789-8670  
EMAIL: DANA.VANHORN@WEAREHARRIS.COM

INSPECTOR:  
RICHARD BURTON  
HARRIS & ASSOCIATES  
PHONE: (925) 969-8095  
EMAIL: RICHARD.BURTON@WEAREHARRIS.COM

# PAVEMENT REHABILITATION PROJECT – PHASE 2

CITY OF SEASIDE, MONTEREY COUNTY, CA  
CITY PROJECT NO. 210/211

### INDEX OF DRAWINGS

SHT # DWG # DESCRIPTION

| SHT # | DWG # | DESCRIPTION                             |
|-------|-------|-----------------------------------------|
| 1     | T-01  | TITLE SHEET, NOTES AND ABBREVIATIONS    |
| 2     | K-01  | KEYMAP                                  |
| 3     | P-01  | ORD GROVE AVE – PAVEMENT REHABILITATION |
| 4     | P-02  | SAN PABLO AVE – PAVEMENT REHABILITATION |
| 5     | P-03  | SAN PABLO AVE – PAVEMENT REHABILITATION |
| 6     | P-04  | SAN PABLO AVE – PAVEMENT REHABILITATION |
| 7     | P-05  | BROADWAY AVE – PAVEMENT REHABILITATION  |
| 8     | P-06  | BROADWAY AVE – PAVEMENT REHABILITATION  |
| 9     | P-07  | BROADWAY AVE – PAVEMENT REHABILITATION  |
| 10    | P-08  | BROADWAY AVE – PAVEMENT REHABILITATION  |
| 11    | P-09  | HILBY AVE – PAVEMENT REHABILITATION     |
| 12    | BR-01 | BASE REPAIR TABLES                      |
| 13    | CD-01 | CONSTRUCTION DETAILS                    |
| 14    | CD-02 | CONSTRUCTION DETAILS                    |
| 15    | ST-01 | ORD GROVE AVE – SIGNING & STRIPING      |
| 16    | ST-02 | SAN PABLO AVE – SIGNING & STRIPING      |
| 17    | ST-03 | SAN PABLO AVE – SIGNING & STRIPING      |
| 18    | ST-04 | SAN PABLO AVE – SIGNING & STRIPING      |
| 19    | ST-05 | BROADWAY AVE – SIGNING & STRIPING       |
| 20    | ST-06 | BROADWAY AVE – SIGNING & STRIPING       |
| 21    | ST-07 | BROADWAY AVE – SIGNING & STRIPING       |
| 22    | ST-08 | BROADWAY AVE – SIGNING & STRIPING       |
| 23    | ST-09 | HILBY AVE – SIGNING & STRIPING          |

### GENERAL NOTES

- DISTANCES SHOWN ON DRAWING ARE HORIZONTAL MEASUREMENTS.
- ALL UNDERGROUND UTILITIES MAY NOT BE SHOWN. THOSE SPECIFICALLY SHOWN ON PLANS ARE APPROXIMATE LOCATIONS. IT IS CONTRACTOR'S RESPONSIBILITY TO VERIFY EXACT LOCATION AND DEPTH OF UTILITIES THROUGH POT-HOLING IN THE FIELD. CALL "UNDERGROUND SERVICE ALERT" (U.S.A.) AT 811 AT LEAST 48 HOURS BEFORE DIGGING OR DEMOLITION OF IMPROVEMENTS. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF CONTRACTOR'S FAILURE TO VERIFY LOCATIONS OF EXISTING UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION MUST BE BORNE BY CONTRACTOR.
- THE DIMENSIONS FOR PAVEMENT ARE APPROXIMATE AND FOR REFERENCE ONLY.
- CONTRACTOR IS RESPONSIBLE FOR MAKING ALL ARRANGEMENTS FOR SITE INSPECTIONS.
- CONTRACTOR MUST INSURE THAT ALL APPLICABLE CURRENT STANDARDS ARE OBSERVED PRIOR TO BEGINNING OF ANY PHASE OF CONSTRUCTION WORK.
- CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE OF ALL NEW WORK. CONTRACTOR SHALL PROVIDE A WATER FLOOD TEST, USING A WATER TRUCK, AND SHALL CORRECT ANY STANDING WATER "BROBATH" WHICH EXCEEDS 1/2" IN DEPTH AT THEIR OWN EXPENSE.
- DUST CONTROL DURING ALL PHASES OF CONSTRUCTION IS RESPONSIBILITY OF CONTRACTOR. IT IS ALSO CONTRACTOR'S RESPONSIBILITY TO MAINTAIN CLEANLINESS OF EXISTING AND REHABILITATED STREETS IN CONSTRUCTION AREA.
- ALL PAWING EQUIPMENT SHALL BE CLEANED OFF SITE.
- ALL STREET SIDEWALK AND HAUL ROUTES SHALL BE KEPT CLEAN AND CLEAR OF DEBRIS, DIRT AND DUST IN A MANNER ACCEPTABLE TO LOCAL AGENCY.
- THE INSTALLATION OF EROSION CONTROL FACILITIES AND MEASURES IS NECESSARY AT ALL TIMES. USE FILTER FABRICS, SAND BAGS OR OTHER TYPE OF STORM DRAIN PROTECTION TO PROTECT THE STORM DRAINS FROM POLLUTANT DISCHARGES. REFER TO THE PROJECT SPECIFICATIONS FOR ADDITIONAL GUIDELINES.
- WATER USED FOR DUST CONTROL AND COMPACTION MAY BE PURCHASED FROM CAL-AM PRIOR TO START OF WORK. ANY FEES OR DEPOSITS ARE CONTRACTOR'S RESPONSIBILITY UNLESS OTHERWISE SPECIFIED.
- ANY DAMAGE TO EXISTING FACILITIES INCLUDING BUT NOT LIMITED TO TREES, FENCES AND PAVEMENT SURFACES SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE. CONTRACTOR MUST RESTORE ANY AND ALL PAVEMENT AND OTHER FACILITIES OUTSIDE LIMITS OF WORK AFFECTED BY CONSTRUCTION OPERATIONS TO PRECONSTRUCTION CONDITIONS AT NO ADDITIONAL COST.
- TRAFFIC CONTROL DURING CONSTRUCTION IS CONTRACTOR'S RESPONSIBILITY AND IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAGGERS AND OTHER DEVICES TO PROVIDE FOR SAFE PASSAGE OF PUBLIC VEHICULAR AND PEDESTRIAN TRAFFIC. CONTRACTOR MUST SUBMIT TRAFFIC CONTROL & SIGNING PLAN TO CITY AT PRE-CONSTRUCTION MEETING.
- CONTRACTOR IS RESPONSIBLE TO MEET WITH CITY OF SEASIDE AT LEAST 48 HOURS IN ADVANCE OF START OF CONSTRUCTION, AND PROVIDE 24 HOUR NOTICE ON ALL INSPECTIONS, EXCLUDING WEEKENDS AND HOLIDAYS.
- CONTRACTOR MUST PROVIDE ADVANCE NOTIFICATION TO ALL TRANSPORTATION COMPANIES, EMERGENCY SERVICES, AND OTHER IMPACTED PARTIES OF CONSTRUCTION SCHEDULE TO ALLOW

- COORDINATION, IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT SPECIFICATIONS.
- HAUL ROUTES MUST BE ONLY ON THOSE STREETS AS PRE-APPROVED BY CITY ENGINEER.
- ENTERING INTO THIS CONTRACT WITH THE CITY INDICATES THAT THE CONTRACTOR HAS VISITED THE SITE, IS FAMILIAR WITH THE EXISTING FIELD CONDITIONS AND REVIEWED THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2015 CALTRANS STANDARD SPECIFICATIONS, 2015 CALTRANS STANDARD PLANS AND ANY ADDENDUM THERETO, THE MONTEREY COUNTY STANDARD PLANS, CITY OF SEASIDE STANDARDS, LATEST EDITION OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD) AND AS SHOWN ON THE PROJECT PLANS AND SPECIAL PROVISIONS.
- BIDDERS SHOULD NOTE THE PRESENCE OF TREES AND OVERHEAD UTILITIES IN THE WORK AREA AS PART OF THEIR PRE-BID INSPECTION. BIDDERS SHALL NOTE THE TYPE AND LOCATION OF OVERHEAD UTILITIES IN THE PROPOSED WORK AREA FOR CLARITY PURPOSES, OVERHEAD UTILITIES ARE NOT SHOWN ON THE PLANS.
- SPECIFIC NOTES AND DETAILS TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS.
- EXISTING FEATURES AND FACILITIES ARE SHOWN IN THEIR APPROXIMATE LOCATION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY LOCATIONS, ELEVATION, ETC. OF EXISTING FACILITIES AND IMMEDIATELY NOTIFY THE CITY IN WRITING OF ANY FIELD CONFLICTS PRIOR TO START OF CONSTRUCTION.
- THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT WRITTEN AUTHORIZATION FROM THE CITY.
- THE CONTRACTOR SHALL NOTIFY CITY'S PUBLIC WORKS DEPARTMENT PRIOR TO CUTTING AND/OR REMOVING ANY TREE ROOTS LARGER THAN FOUR (4) INCHES IN DIAMETER.
- THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL REQUIREMENTS REGARDING MATERIAL, METHODS OF WORK, AND DISPOSAL OF EXCESS AND WASTE MATERIALS.
- THE CONTRACTOR SHALL OBTAIN ALL REQUIRED INSPECTION AND PERMITS, AND PROVIDE NOTICES REQUIRED BY THE CITY.
- CONCRETE CURB, GUTTER AND SIDEWALK REMOVAL AND REPLACEMENT MUST BE KEPT TO ONE SIDE OF THE STREET UNTIL WORK FOR THAT SIDE IS COMPLETE, KEEPING THE OTHER SIDE FREE OF OBSTRUCTION FOR THE NEIGHBORHOOD'S SAFE USE.
- AT THE COMPLETION OF WORK, THE CONTRACTOR SHALL REMOVE ALL USA MARKS, STAINS AND BLEMSHES RESULTING FROM CONSTRUCTION OPERATIONS THROUGHOUT THE CONTRACT.
- FUNDING SIGN SHALL BE INSTALLED AT BEGINNING AND END OF EACH WORK AREA. USE SB-1 FUNDING SIGN PER DETAIL 5/CO-01. REFER TO PROJECT SPECIAL PROVISIONS FOR ADDITIONAL SIGN SPECIFICATIONS.
- LIMITS OF CURB, GUTTER AND SIDEWALK SHOWN ON PLANS TO BE REPLACED ARE APPROXIMATE. EXACT LIMITS SHALL BE DETERMINED IN THE FIELD AS DIRECTED BY THE ENGINEER.

### ABBREVIATIONS

|                 |                                 |           |                           |          |                                      |
|-----------------|---------------------------------|-----------|---------------------------|----------|--------------------------------------|
| AB              | AGGREGATE BASE                  | GB        | GRADE BREAK               | S        | SLOPE                                |
| AC              | ASPHALT CONCRETE                | GV        | GAS VALVE                 | SD       | STORM DRAIN                          |
| ADA             | AMERICANS WITH DISABILITIES ACT | HDPE      | HIGH DENSITY POLYETHYLENE | SDCB     | STORM DRAIN CATCH BASIN              |
| AVE             | AVENUE                          | HMA       | HOT MIX ASPHALT           | SDMH     | STORM DRAIN MANHOLE                  |
| BC              | BEGIN CURVE / BACK OF CURB      | HP        | HIGH POINT                | SF       | SQUARE FEET                          |
| BW              | BACK OF WALK                    | IN        | INCHES                    | SL       | STREET LIGHT                         |
| C&G             | CONCRETE CURB & GUTTER          | INV       | INVERT                    | SS       | SPECIFICATIONS                       |
| CB              | CATCH BASIN                     | IP        | IRON PIPE                 | SS       | SANITARY SEWER                       |
| CL              | CENTERLINE                      | JT        | JOINT TRENCH              | SSCO     | SANITARY SEWER CLEANOUT              |
| CLR             | CLEAR                           | LF        | LINEAR FEET               | SSRI     | SANITARY SEWER RODDING INLET         |
| CMP             | CORRUGATED METAL PIPE           | LN        | LANE                      | SSMH     | SANITARY SEWER MANHOLE               |
| CONC            | CONCRETE                        | LT        | LEFT                      | ST       | STREET                               |
| CONF            | CONFORM                         | MAX       | MAXIMUM                   | STD      | STANDARD                             |
| CONT.           | CONTINUOUS                      | MIN       | MINIMUM                   | STL      | STEEL                                |
| CR              | CURB RETURN / CURB RAMP         | MON       | MONUMENT                  | SW       | SIDEWALK                             |
| CY              | CUBIC YARD                      | NEW       | NEW                       | SWPPP    | STORMWATER POLLUTION PREVENTION PLAN |
| DI              | DRAINAGE INLET                  | NE        | NOT FOUND                 | SY       | SQUARE YARD                          |
| DIA., Ø         | DIAMETER                        | N/C       | NOT IN CONTRACT           | T        | TELEPHONE                            |
| DM              | DIMENSION                       | NTS       | NOT TO SCALE              | TC       | TOP OF CURB                          |
| DR              | DRIVE                           | O.C.      | ON CENTER                 | TYP.     | TYPICAL                              |
| DS              | DOWNSTEAM                       | OG        | ORIGINAL GRADE            | UNK / UN | UNKNOWN                              |
| DWG.            | DRAWING                         | PB        | PULL BOX                  | US       | UPSTREAM                             |
| DWY/DW          | DRYWAY                          | PCC       | PORTLAND CEMENT CONCRETE  | U.S.A    | UNDERGROUND SERVICE ALERT            |
| EA              | EACH                            | PG&E      | PACIFIC GAS AND ELECTRIC  | UTIL     | UTILITY                              |
| EG              | EXISTING GRADE                  | P/L       | PROPERTY LINE             | V        | VERTICAL                             |
| EP              | EDGE OF PAVEMENT                | PVC       | POLYVINYL CHLORIDE        | VG       | VALLEY GUTTER                        |
| EX, EXIST., (E) | EXISTING                        | R         | RADIUS                    | W        | WATER                                |
| FG              | FINISHED GRADE                  | ROW / R/W | RIGHT OF WAY              | WM       | WATER METER                          |
| FH              | FIRE HYDRANT                    | RCP       | REINFORCED CONCRETE PIPE  | WSP      | WELDED STEEL PIPE                    |
| FL              | FLOWLINE                        | RD        | ROAD                      | WV       | WATER VALVE                          |
| FOC             | FACE OF CURB                    | RET       | RETAINING                 |          |                                      |
| FO              | FIBER OPTIC                     | R&R       | REMOVE AND REPLACE        |          |                                      |
| FT              | FEET                            | RR        | RAILROAD                  |          |                                      |
| G               | GAS                             | RT        | RIGHT                     |          |                                      |



Harris & Associates

REGISTERED PROFESSIONAL ENGINEER  
CIVIL  
STATE OF CALIFORNIA  
No. 10000  
Exp. 12/31/2021

PROJECT NO. CM  
DATE: 6/3/2019  
SCALE: AS SHOWN  
SHEET NO. 1 OF 1

PROJECT NO. CM  
DATE: 6/3/2019  
SCALE: AS SHOWN  
SHEET NO. 1 OF 1

PROJECT NO. CM  
DATE: 6/3/2019  
SCALE: AS SHOWN  
SHEET NO. 1 OF 1

PROJECT NO. CM  
DATE: 6/3/2019  
SCALE: AS SHOWN  
SHEET NO. 1 OF 1



CITY OF SEASIDE PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION

440 HARCOURT AVE. SEASIDE, CA 93955 (831) 899-6825

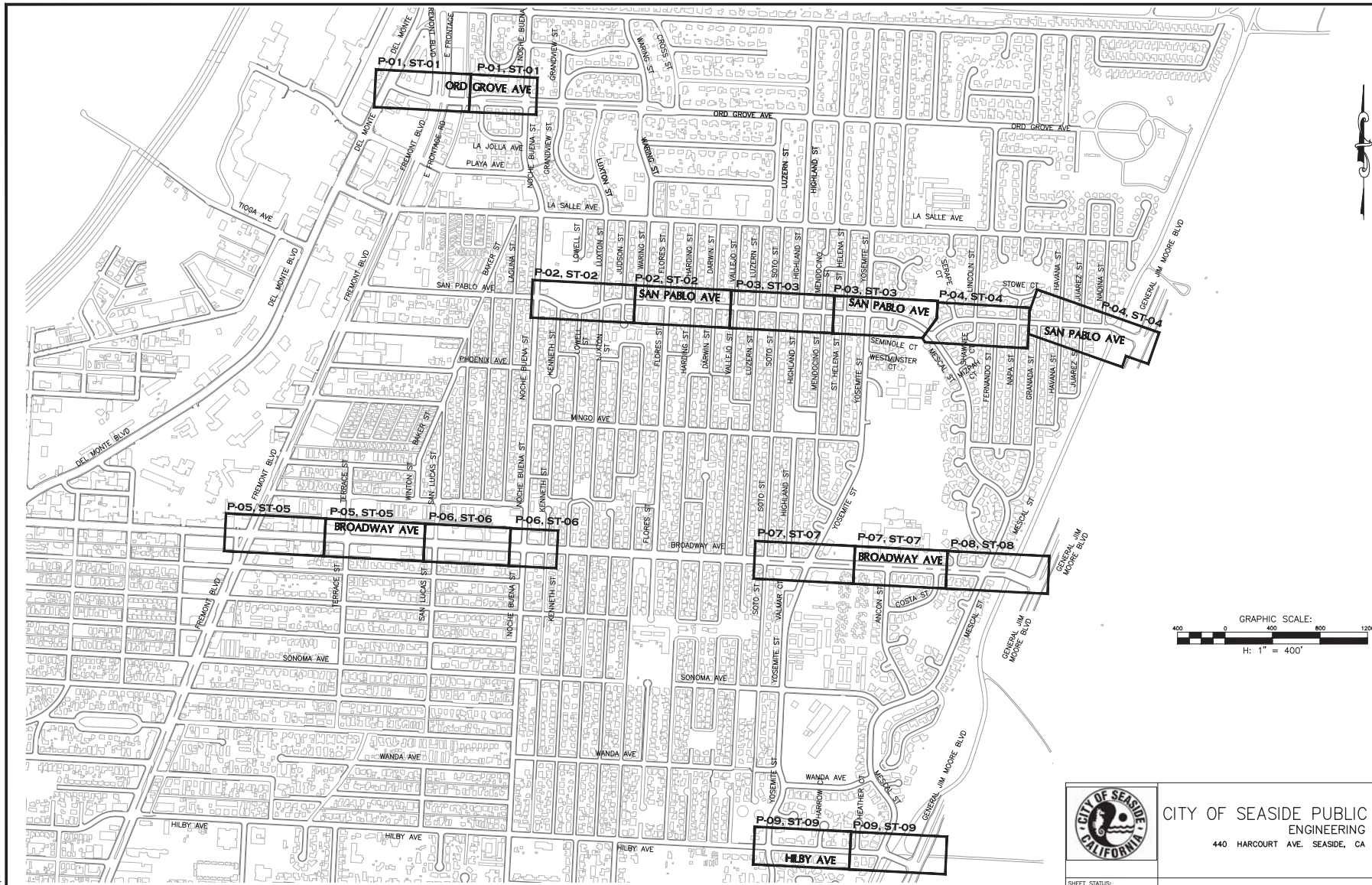
TITLE SHEET, NOTES AND ABBREVIATIONS 180-0189.20

PAVEMENT REHABILITATION PROJECT – PHASE 2 1 of 23

Richard Riedl, City Engineer, RCE 49831 June 12, 2019

September 30, 2020 T-01

H:\Seaside\180-0189-20 Pavement Rehab\180\_K-01-KEYMAP-PAVEMENT REHABILITATION.dwg Date: 6/7/2019 3:40 PM Plot Date: 6/7/2019 3:40 PM User: Kolor



| NO. | BY | DATE | DESCRIPTION |
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 www.harris-ca.com (925) 827-6500

DESIGNED BY: . CM  
 DRAWN BY: . LB/BMS/KLC  
 CHECKED BY: . SN  
 DATE ISSUED: . 6/3/2019  
 JOB NO. .



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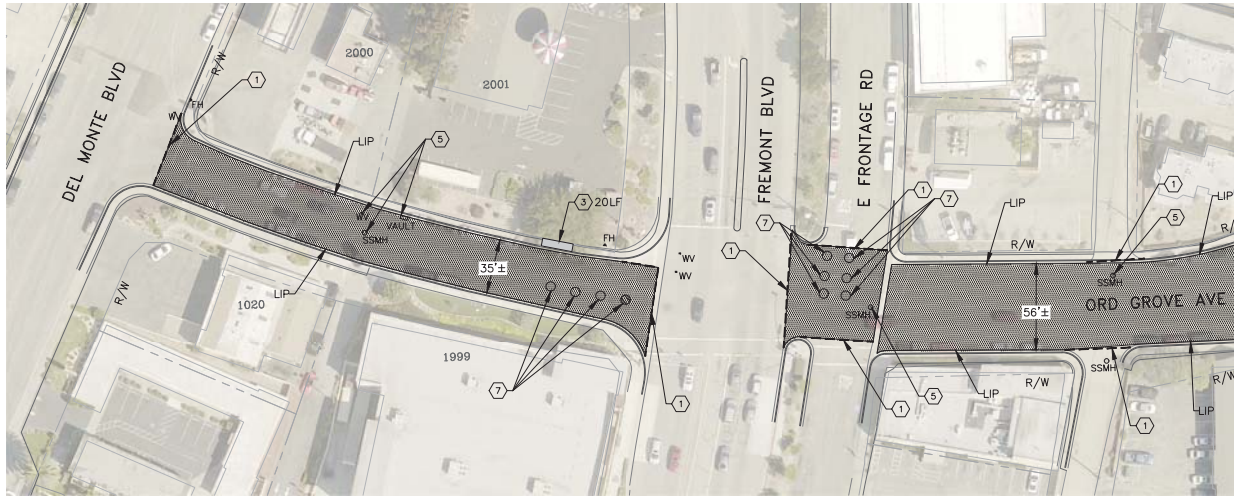


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 ENGINEERING DIVISION  
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SHEET STATUS:  
☐ PRELIMINARY  
☐ SEMI-FINAL  
☒ FINAL  
☐ OTHER  
 SCALE:  
 AS NOTED

SHEET TITLE:  
**KEYMAP**  
 PROJECT TITLE:  
**PAVEMENT REHABILITATION PROJECT - PHASE 2**

PROJECT NO:  
 180-0189.20  
 SHEET:  
**2 of 23**  
 DRAWING FILE NO:  
**K-01**



MATCHLINE - SEE BELOW

### LEGEND:

| EXISTING UTILITY FACILITIES |                          |
|-----------------------------|--------------------------|
| • MON                       | MONUMENT                 |
| • CO                        | CLEANOUT                 |
| • HH                        | HAND HOLE                |
| ○ SSMH                      | SANITARY SEWER MANHOLE   |
| ○ SDMH                      | STORM DRAIN MANHOLE      |
| • GV                        | PG&E GAS VALVE           |
| • WV                        | WATER VALVE              |
| ○                           | JOINT UTILITY POLE       |
| □ OR □                      | ELEC VAULT OR BOX        |
| DI ■ OR □ DI                | DRAINAGE INLET           |
| ○ TMH                       | TELEPHONE MANHOLE        |
| ▽ FH                        | FIRE HYDRANT             |
| • BM                        | FIRE HYDRANT BLUE MARKER |
| ○                           | DETECTOR LOOP            |
| ○                           | ROADSIDE SIGN            |

### CONSTRUCTION NOTES:

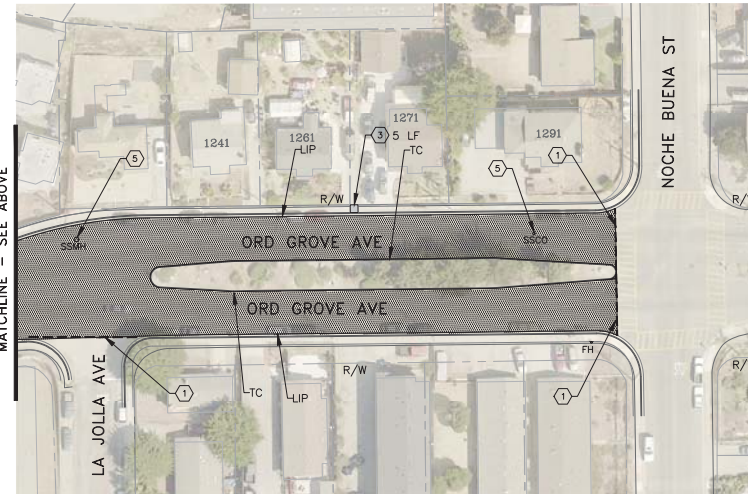
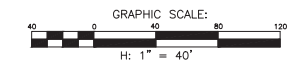
- ① LIMITS OF WORK
- ② REMOVE AND REPLACE EXISTING CURB & GUTTER PER DETAIL 2 (CD-1)
- ③ REMOVE AND REPLACE EXISTING SIDEWALK PER DETAIL 3 (CD-1)
- ④ EXISTING MONUMENTS SHALL NOT BE DISTURBED. PROTECT IN PLACE.
- ⑤ EXISTING UTILITY FRAMES AND COVERS SHALL BE PROTECTED IN PLACE.
- ⑥ CONTRACTOR SHALL WORK AROUND EXISTING UTILITY FRAMES AND COVERS LOCATED WITHIN BASE REPAIR AREAS.
- ⑦ EXISTING DETECTOR LOOPS TO REMAIN. PROTECT IN PLACE.

### LEGEND:

- LIMITS OF WORK
- SLURRY SEAL (TYPE II) TREATMENT AREA
- HMA BASE REPAIR LOCATIONS, SEE RESURFACING NOTE 2 ON THIS SHEET
- ⑧ BASE REPAIR LOCATION NUMBER
- DETAIL # OF DRAWING NO. CD-X

### RESURFACING NOTES:

1. APPLY TACK COAT TO ALL ASPHALT SURFACES (VERTICAL AND HORIZONTAL) PRIOR TO PLACEMENT OF NEW HOT MIX ASPHALT.
2. SEE DRAWING BR-01 FOR BASE REPAIR LOCATIONS. DIMENSIONS SHOW ON PLANS AS ⑧. BASE REPAIR SHALL BE PER DETAIL 4 (CD-1)
3. SEE DRAWING T-01 FOR ADDITIONAL GENERAL NOTES.



CITY WILL PERFORM ALL BASE REPAIR WORK ON ORD GROVE AVE PRIOR TO START OF CONSTRUCTION



CITY OF SEASIDE PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION  
440 HARCOURT AVE. SEASIDE, CA 93955 (831) 899-6825

|                                                                                                                                                                            |                                                                |                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|--------------------------------------------------------|
| SHEET STATUS:<br><input type="checkbox"/> PRELIMINARY<br><input type="checkbox"/> SDM-FINAL<br><input checked="" type="checkbox"/> FINAL<br><input type="checkbox"/> OTHER | SHEET TITLE:<br><b>ORD GROVE AVE - PAVEMENT REHABILITATION</b> | PROJECT NO:<br>180-0189.20<br>SHEET:<br><b>3 OF 23</b> |
|                                                                                                                                                                            |                                                                |                                                        |
| SCALE:<br>1"=40'                                                                                                                                                           | PROJECT TITLE:<br>PAVEMENT REHABILITATION<br>PROJECT - PHASE 2 | DRAWING FILE NO:<br><b>P-01</b>                        |

| NO. | BY | DATE | DESCRIPTION |
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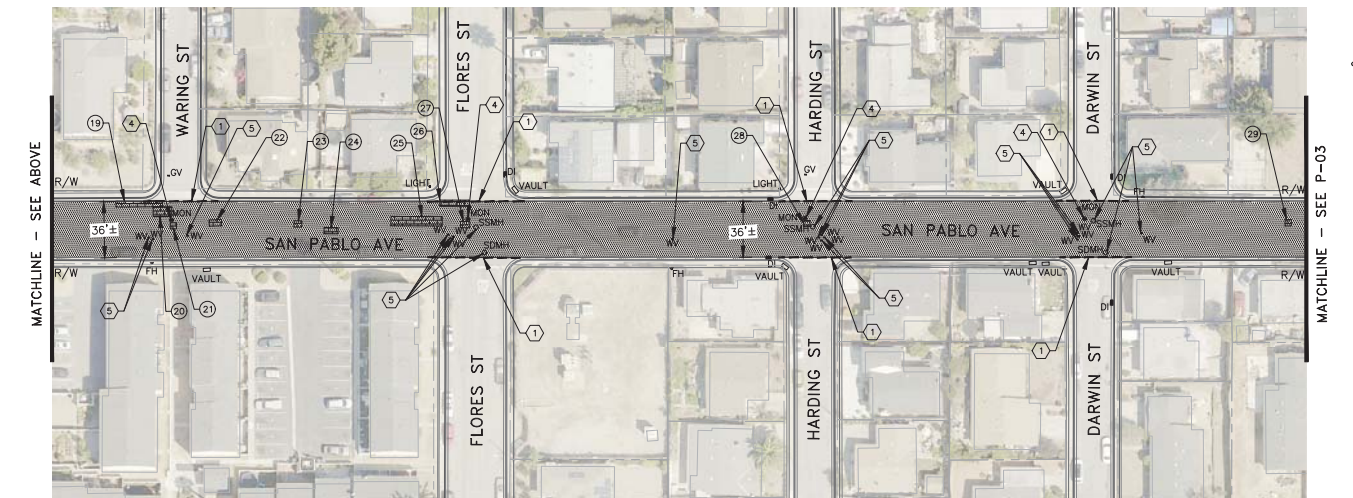
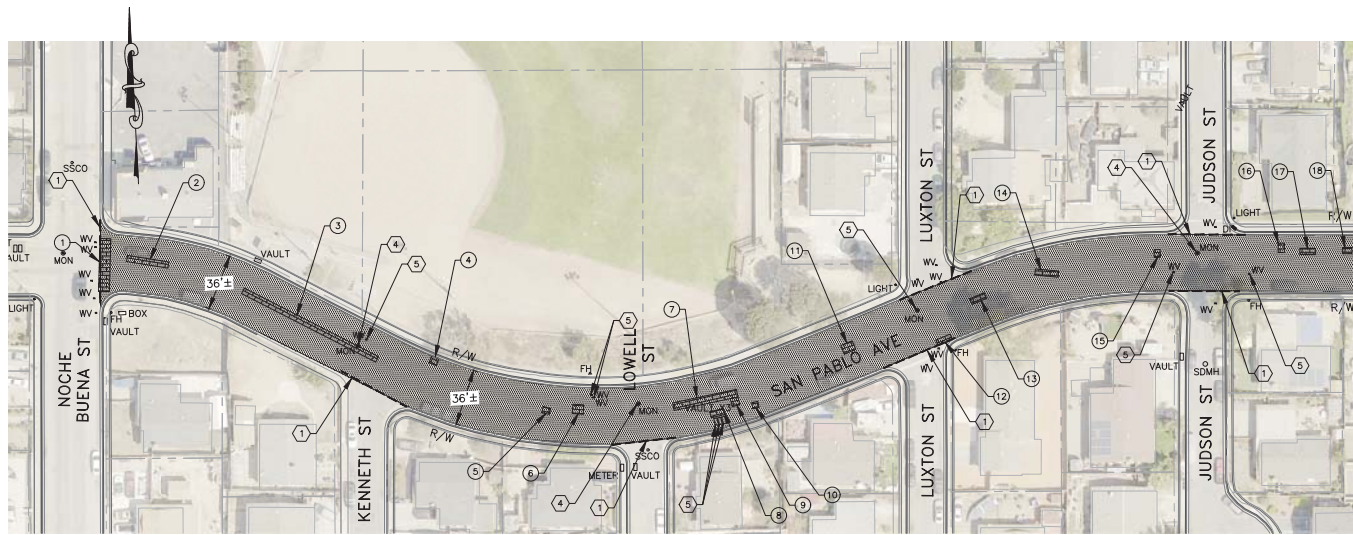
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DESIGNED BY: CM  
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CHECKED BY: SN  
DATE ISSUED: 6/3/2019  
JOB NO: .

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H:\Seaside\180-0189-20 Fremont Rehab\05\_P-01 - ORD GROVE.dwg Save Date: 6/7/2019 12:24 PM Plot Date: 6/7/2019 12:24 PM User: khaw

H:\Seaside\180-0189-20 Prelim\Rehab\06-08\_P-02-P-04 - SAN PABLO AVE.dwg Save Date: 6/7/2019 12:25 PM  
 Plot Date: 6/7/2019 12:25 PM  
 Author: Krowe



### LEGEND:

| EXISTING UTILITY FACILITIES |                          |
|-----------------------------|--------------------------|
| • MON                       | MONUMENT                 |
| • CO                        | CLEANOUT                 |
| • HH                        | HAND HOLE                |
| ○ SSMH                      | SANITARY SEWER MANHOLE   |
| ○ SDMH                      | STORM DRAIN MANHOLE      |
| • GV                        | PG&E GAS VALVE           |
| • WV                        | WATER VALVE              |
| ○ JUP                       | JOINT UTILITY POLE       |
| □ OR □                      | ELEC VAULT OR BOX        |
| □ DI OR □ DI                | DRAINAGE INLET           |
| ○ TMH                       | TELEPHONE MANHOLE        |
| ▽ FH                        | FIRE HYDRANT             |
| • BM                        | FIRE HYDRANT BLUE MARKER |
| ○                           | DETECTOR LOOP            |
| ○                           | ROADSIDE SIGN            |

### CONSTRUCTION NOTES:

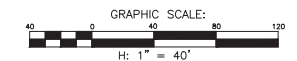
- 1 LIMITS OF WORK
- 2 REMOVE AND REPLACE EXISTING CURB & GUTTER PER DETAIL (CD-1)
- 3 REMOVE AND REPLACE EXISTING SIDEWALK PER DETAIL (CD-1)
- 4 EXISTING MONUMENTS SHALL NOT BE DISTURBED. PROTECT IN PLACE.
- 5 EXISTING UTILITY FRAMES AND COVERS SHALL BE PROTECTED IN PLACE.
- 6 CONTRACTOR SHALL WORK AROUND EXISTING UTILITY FRAMES AND COVERS LOCATED WITHIN BASE REPAIR AREAS.
- 7 EXISTING DETECTOR LOOPS TO REMAIN. PROTECT IN PLACE.

### LEGEND:

- LIMITS OF WORK
- SLURRY SEAL (TYPE II) TREATMENT AREA
- HMA BASE REPAIR LOCATIONS, SEE RESURFACING NOTE 2 ON THIS SHEET
- BASE REPAIR LOCATION NUMBER
- DETAIL # OF DRAWING NO. CD-X

### RESURFACING NOTES:

1. APPLY TACK COAT TO ALL ASPHALT SURFACES (VERTICAL AND HORIZONTAL) PRIOR TO PLACEMENT OF NEW HOT MIX ASPHALT.
2. SEE DRAWING BR-01 FOR BASE REPAIR LOCATIONS. DIMENSIONS SHOW ON PLANS AS (1). BASE REPAIR SHALL BE PER DETAIL (CD-1)
3. SEE DRAWING T-01 FOR ADDITIONAL GENERAL NOTES.



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#### SHEET STATUS:

- ☐ PRELIMINARY
- ☐ SDM-FINAL
- ☒ FINAL
- ☐ OTHER

SCALE:  
 1"=40'

#### SHEET TITLE:

**SAN PABLO AVE - PAVEMENT REHABILITATION**

#### PROJECT TITLE:

PAVEMENT REHABILITATION  
 PROJECT - PHASE 2

PROJECT NO:  
 180-0189.20

SHEET:  
 4 OF 23

DRAWING FILE NO:  
**P-02**

| NO. | BY | DATE | DESCRIPTION |
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DESIGNED BY: CM

DRAWN BY: LB/BMS/KLC

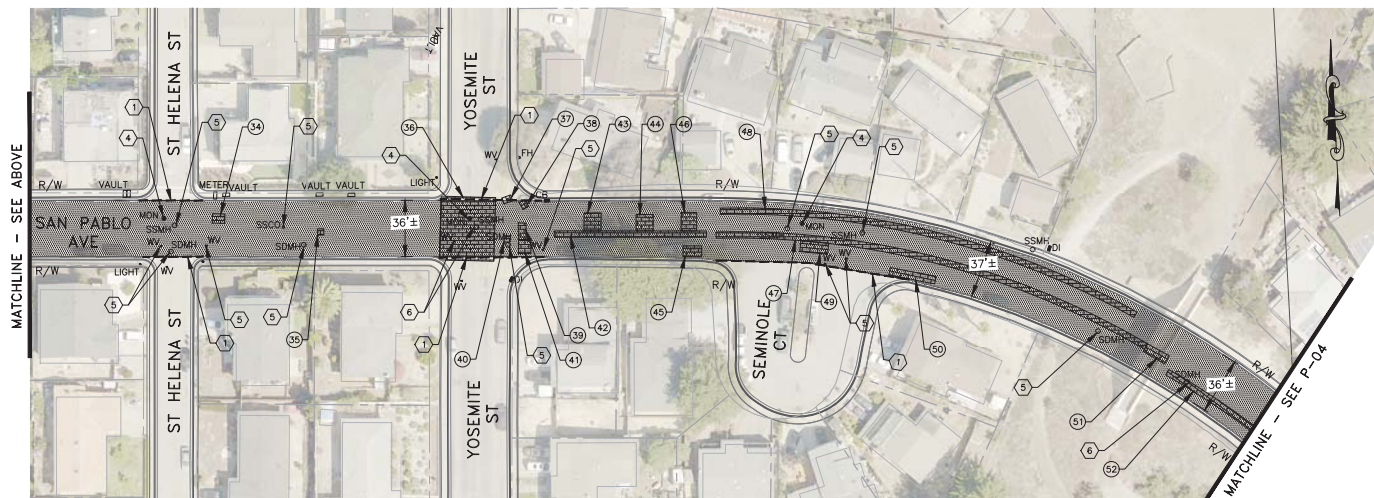
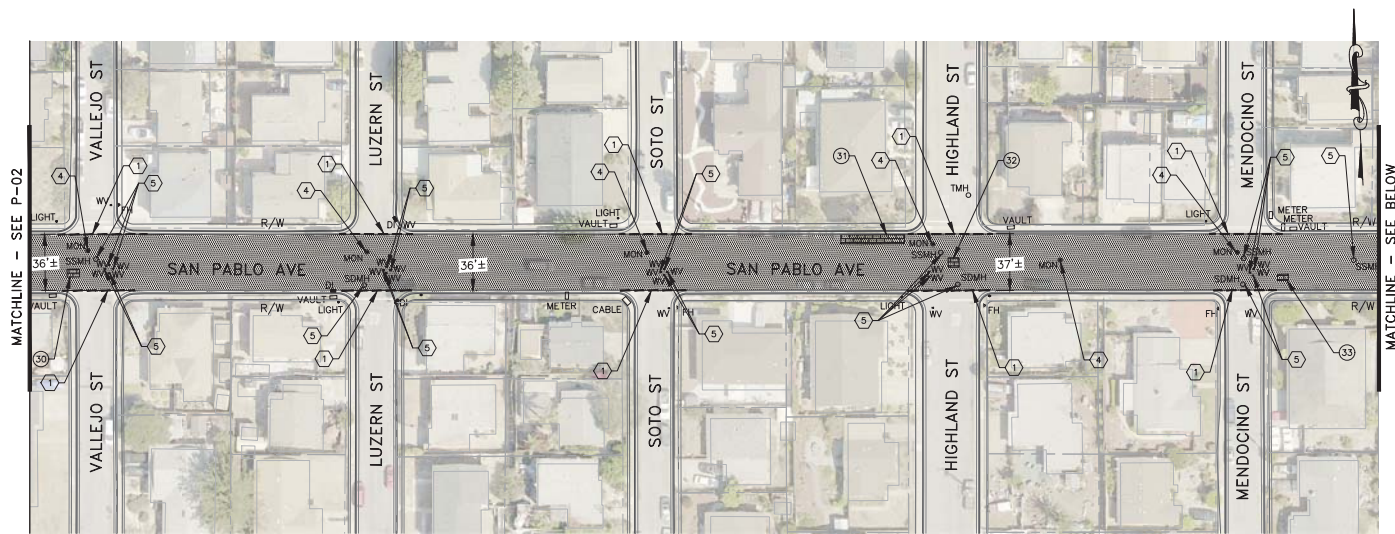
CHECKED BY: SN

DATE ISSUED: 6/3/2019

JOB NO.:



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Plot Date: 6/7/2019 12:26 PM  
Author: kbow



### LEGEND:

#### EXISTING UTILITY FACILITIES

- MON MONUMENT
- CO CLEANOUT
- HH HAND HOLE
- SSMH SANITARY SEWER MANHOLE
- SDMH STORM DRAIN MANHOLE
- GV PG&E GAS VALVE
- WV WATER VALVE
- JUP JOINT UTILITY POLE
- OR □ ELEC VOLT OR BOX
- DI DRAINAGE INLET
- TMH TELEPHONE MANHOLE
- ▽ FH FIRE HYDRANT
- BM FIRE HYDRANT BLUE MARKER
- DL DETECTOR LOOP
- RS ROADSIDE SIGN

### CONSTRUCTION NOTES:

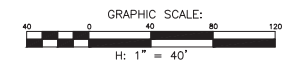
- 1 LIMITS OF WORK
- 2 REMOVE AND REPLACE EXISTING CURB & GUTTER PER DETAIL CD-1
- 3 REMOVE AND REPLACE EXISTING SIDEWALK PER DETAIL CD-1
- 4 EXISTING MONUMENTS SHALL NOT BE DISTURBED. PROTECT IN PLACE.
- 5 EXISTING UTILITY FRAMES AND COVERS SHALL BE PROTECTED IN PLACE.
- 6 CONTRACTOR SHALL WORK AROUND EXISTING UTILITY FRAMES AND COVERS LOCATED WITHIN BASE REPAIR AREAS.
- 7 EXISTING DETECTOR LOOPS TO REMAIN. PROTECT IN PLACE.

### LEGEND:

- LIMITS OF WORK
- SLURRY SEAL (TYPE II) TREATMENT AREA
- HMA BASE REPAIR LOCATIONS, SEE RESURFACING NOTE 2 ON THIS SHEET
- BASE REPAIR LOCATION NUMBER
- DETAIL # OF DRAWING NO. CD-X

### RESURFACING NOTES:

1. APPLY TACK COAT TO ALL ASPHALT SURFACES (VERTICAL AND HORIZONTAL) PRIOR TO PLACEMENT OF NEW HOT MIX ASPHALT.
2. SEE DRAWING BR-01 FOR BASE REPAIR LOCATIONS. DIMENSIONS SHOW ON PLANS AS (1). BASE REPAIR SHALL BE PER DETAIL CD-1
3. SEE DRAWING T-01 FOR ADDITIONAL GENERAL NOTES.



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#### SHEET STATUS:

- ☐ PRELIMINARY
- ☐ SDM-FINAL
- ☒ FINAL
- ☐ OTHER

SCALE:  
1"=40'

#### SHEET TITLE:

**SAN PABLO AVE - PAVEMENT REHABILITATION**

#### PROJECT TITLE:

PAVEMENT REHABILITATION  
PROJECT - PHASE 2

PROJECT NO:  
180-0189.20

SHEET:  
5 OF 23

DRAWING FILE NO:  
**P-03**

| NO. | BY | DATE | DESCRIPTION |
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DESIGNED BY: CM

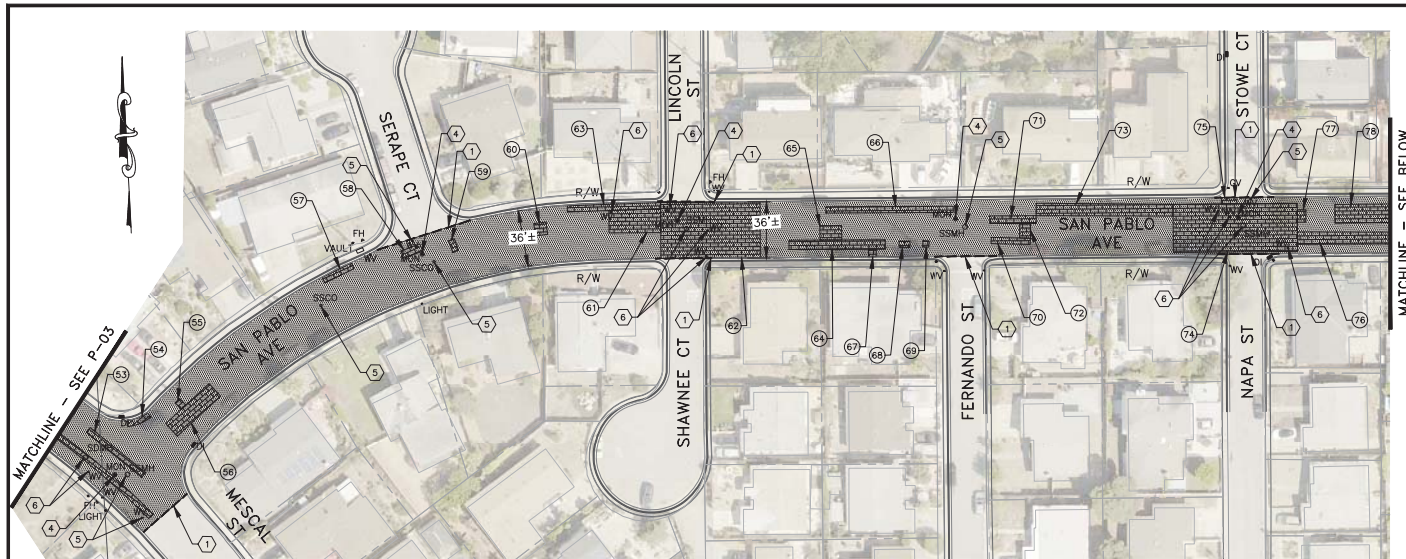
DRAWN BY: LB/BMS/KLC

CHECKED BY: SN

DATE ISSUED: 6/3/2019

JOB NO.:





### LEGEND:

| EXISTING UTILITY FACILITIES |                          |
|-----------------------------|--------------------------|
| • MON                       | MONUMENT                 |
| • CO                        | CLEANOUT                 |
| • HH                        | HAND HOLE                |
| ○ SSMH                      | SANITARY SEWER MANHOLE   |
| ○ SDMH                      | STORM DRAIN MANHOLE      |
| ○ GV                        | PG&E GAS VALVE           |
| • WV                        | WATER VALVE              |
| ○                           | JOINT UTILITY POLE       |
| □                           | ELEC VAULT OR BOX        |
| DI                          | DRAINAGE INLET           |
| ○ TMH                       | TELEPHONE MANHOLE        |
| ▽ FH                        | FIRE HYDRANT             |
| • BM                        | FIRE HYDRANT BLUE MARKER |
| ○                           | DETECTOR LOOP            |
| ○                           | ROADSIDE SIGN            |

### CONSTRUCTION NOTES:

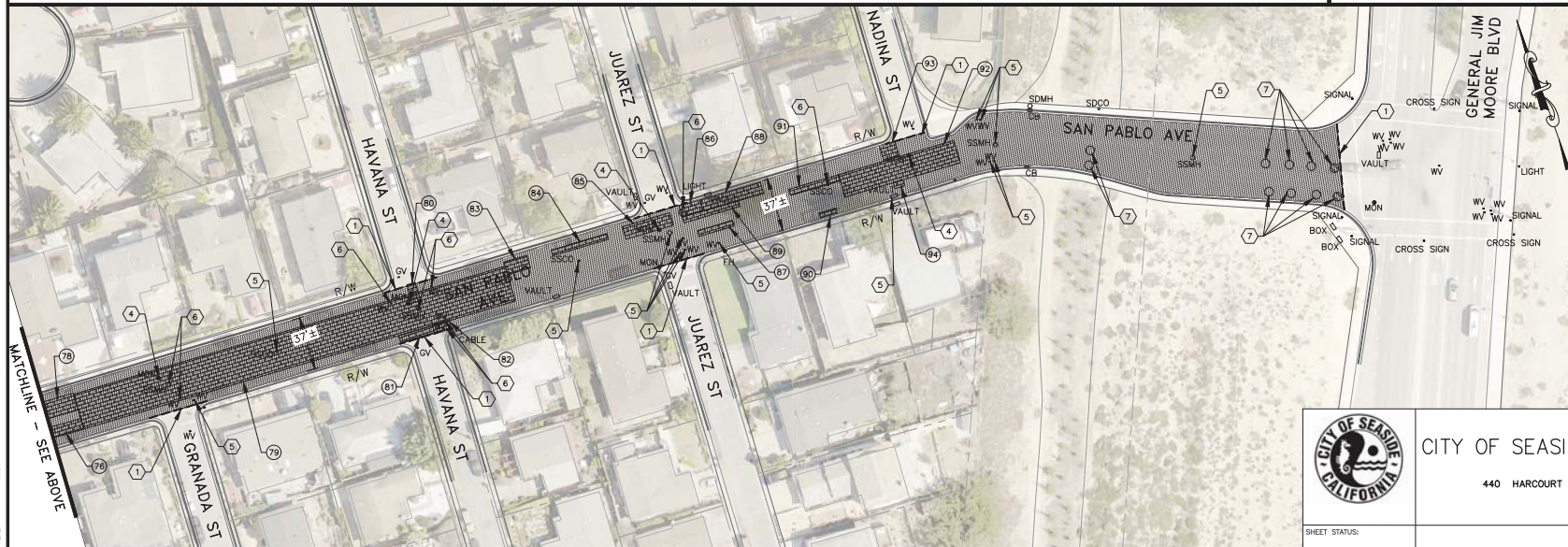
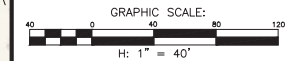
1. LIMITS OF WORK
2. REMOVE AND REPLACE EXISTING CURB & GUTTER PER DETAIL (2) CD-1
3. REMOVE AND REPLACE EXISTING SIDEWALK PER DETAIL (3) CD-1
4. EXISTING MONUMENTS SHALL NOT BE DISTURBED. PROTECT IN PLACE.
5. EXISTING UTILITY FRAMES AND COVERS SHALL BE PROTECTED IN PLACE.
6. CONTRACTOR SHALL WORK AROUND EXISTING UTILITY FRAMES AND COVERS LOCATED WITHIN BASE REPAIR AREAS.
7. EXISTING DETECTOR LOOPS TO REMAIN. PROTECT IN PLACE.

### LEGEND:

- LIMITS OF WORK
- SLURRY SEAL (TYPE II) TREATMENT AREA
- HMA BASE REPAIR LOCATIONS, SEE RESURFACING NOTE 2 ON THIS SHEET
- BASE REPAIR LOCATION NUMBER
- DETAIL # OF DRAWING NO. CD-X

### RESURFACING NOTES:

1. APPLY TACK COAT TO ALL ASPHALT SURFACES (VERTICAL AND HORIZONTAL) PRIOR TO PLACEMENT OF NEW HOT MIX ASPHALT.
2. SEE DRAWING BR-01 FOR BASE REPAIR LOCATIONS. DIMENSIONS SHOW ON PLANS AS (1). BASE REPAIR SHALL BE PER DETAIL (4) CD-1
3. SEE DRAWING T-01 FOR ADDITIONAL GENERAL NOTES.



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ENGINEERING DIVISION  
440 HARCOURT AVE. SEASIDE, CA 93955 (831) 899-6825

#### SHEET STATUS:

- ☐ PRELIMINARY
- ☐ SEMI-FINAL
- ☒ FINAL
- ☐ OTHER

SCALE:  
1"=40'

#### SHEET TITLE:

**SAN PABLO AVE - PAVEMENT REHABILITATION**

#### PROJECT TITLE:

PAVEMENT REHABILITATION  
PROJECT - PHASE 2

PROJECT NO:  
180-0189.20

SHEET:  
6 OF 23

DRAWING FILE NO:  
**P-04**

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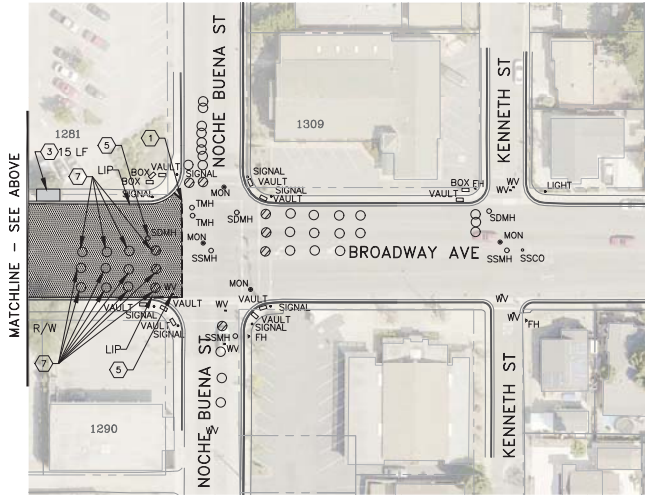
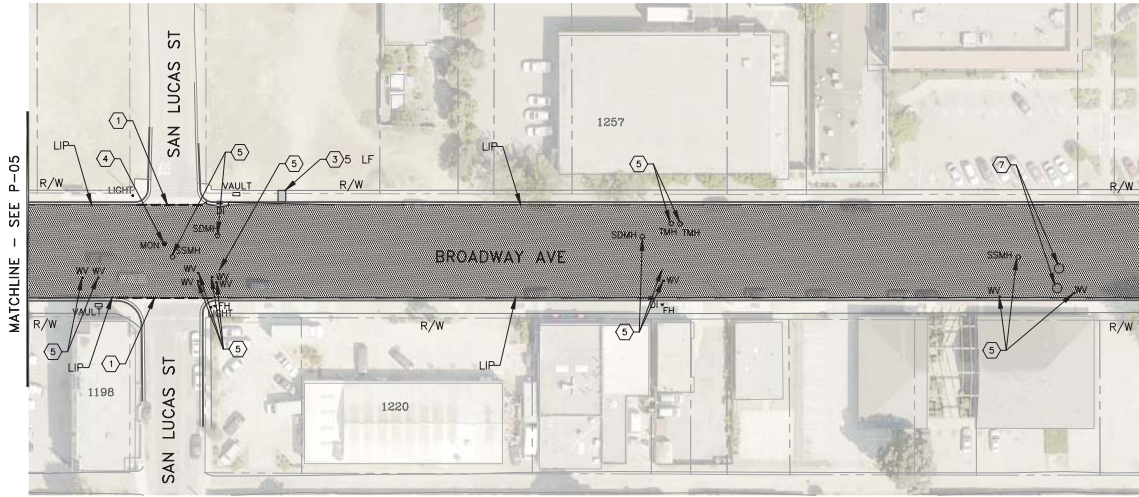
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DESIGNED BY: CM  
DRAWN BY: LB/BMS/KLC  
CHECKED BY: SN  
DATE ISSUED: 6/3/2019  
JOB NO.:





H:\Seaside\180-0189-20 Prelim\Rehab\180-0189-20\_P-05-P-06 - BROADWAY AVE.dwg Date: 6/7/2019 12:28 PM  
Plot Date: 6/7/2019 12:28 PM  
Author: Karon



**LEGEND:**

- EXISTING UTILITY FACILITIES**
- MON MONUMENT
  - CO CLEANOUT
  - HH HAND HOLE
  - SSMH SANITARY SEWER MANHOLE
  - SDMH STORM DRAIN MANHOLE
  - GV PG&E GAS VALVE
  - WV WATER VALVE
  - JOINT UTILITY POLE
  - DI VAULT OR BOX ELEC VAULT OR BOX
  - TMH TELEPHONE MANHOLE
  - ▽ FH FIRE HYDRANT
  - BM FIRE HYDRANT BLUE MARKER
  - DETECTOR LOOP
  - ROADSIDE SIGN

**CONSTRUCTION NOTES:**

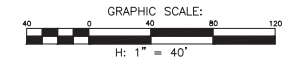
- ① LIMITS OF WORK
- ② REMOVE AND REPLACE EXISTING CURB & GUTTER PER DETAIL CD-1
- ③ REMOVE AND REPLACE EXISTING SIDEWALK PER DETAIL CD-1
- ④ EXISTING MONUMENTS SHALL NOT BE DISTURBED. PROTECT IN PLACE.
- ⑤ EXISTING UTILITY FRAMES AND COVERS SHALL BE PROTECTED IN PLACE.
- ⑥ CONTRACTOR SHALL WORK AROUND EXISTING UTILITY FRAMES AND COVERS LOCATED WITHIN BASE REPAIR AREAS.
- ⑦ EXISTING DETECTOR LOOPS TO REMAIN. PROTECT IN PLACE.

**LEGEND:**

- LIMITS OF WORK
- [Pattern] SLURRY SEAL (TYPE II) TREATMENT AREA
- [Pattern] HMA BASE REPAIR LOCATIONS, SEE RESURFACING NOTE 2 ON THIS SHEET
- ① BASE REPAIR LOCATION NUMBER
- CD-X DETAIL # OF DRAWING NO. CD-X

**RESURFACING NOTES:**

1. APPLY TACK COAT TO ALL ASPHALT SURFACES (VERTICAL AND HORIZONTAL) PRIOR TO PLACEMENT OF NEW HOT MIX ASPHALT.
2. SEE DRAWING BR-01 FOR BASE REPAIR LOCATIONS. DIMENSIONS SHOW ON PLANS AS ①. BASE REPAIR SHALL BE PER DETAIL CD-1
3. SEE DRAWING T-01 FOR ADDITIONAL GENERAL NOTES.



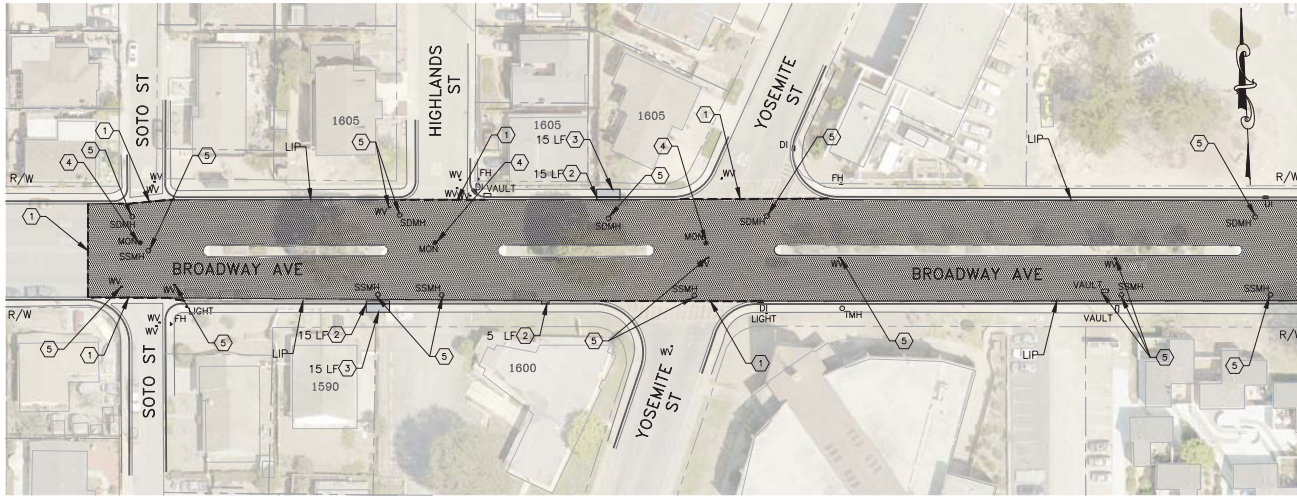
CITY WILL PERFORM ALL BASE REPAIR WORK ON BROADWAY AVE PRIOR TO START OF CONSTRUCTION

|  |                                                                                                                                                                             |                                                                                    |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
|  | CITY OF SEASIDE PUBLIC WORKS DEPARTMENT<br>ENGINEERING DIVISION<br>440 HARCOURT AVE. SEASIDE, CA 93955 (831) 899-6825                                                       |                                                                                    |
|  | SHEET STATUS:<br><input type="checkbox"/> PRELIMINARY<br><input type="checkbox"/> SDMH-FINAL<br><input checked="" type="checkbox"/> FINAL<br><input type="checkbox"/> OTHER | PROJECT NO:<br>180-0189.20<br>SHEET:<br>8 OF 23<br>DRAWING FILE NO:<br><b>P-06</b> |
|  | SHEET TITLE:<br><b>BROADWAY AVE - PAVEMENT REHABILITATION</b>                                                                                                               |                                                                                    |
|  | PROJECT TITLE:<br>PAVEMENT REHABILITATION<br>PROJECT - PHASE 2                                                                                                              |                                                                                    |

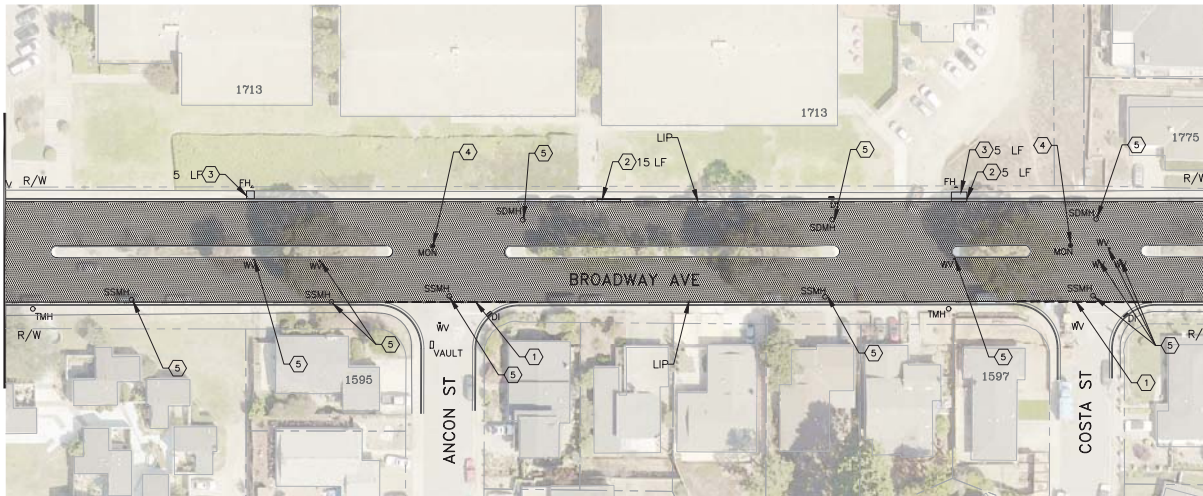
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|                                                                                                                 |                                                                                                |
|-----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| <b>Harris &amp; Associates</b><br>1401 Wilbur Pass Rd, Suite 500 Concord, CA 94520<br>www.ha.com (925) 927-4900 | DESIGNED BY: CM<br>DRAWN BY: LB/BMS/KLC<br>CHECKED BY: SN<br>DATE ISSUED: 6/3/2019<br>JOB NO.: |
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MATCHLINE - SEE BELOW



MATCHLINE - SEE ABOVE

MATCHLINE - SEE P-08

### LEGEND:

| EXISTING UTILITY FACILITIES |                          |
|-----------------------------|--------------------------|
| • MON                       | MONUMENT                 |
| • CO                        | CLEANOUT                 |
| • HH                        | HAND HOLE                |
| ○ SSMH                      | SANITARY SEWER MANHOLE   |
| ○ SDMH                      | STORM DRAIN MANHOLE      |
| • GV                        | PG&E GAS VALVE           |
| • WV                        | WATER VALVE              |
| • JUP                       | JOINT UTILITY POLE       |
| • ELEC                      | ELEC VAULT OR BOX        |
| • DI                        | DRAINAGE INLET           |
| • TMH                       | TELEPHONE MANHOLE        |
| • FH                        | FIRE HYDRANT             |
| • BM                        | FIRE HYDRANT BLUE MARKER |
| ○                           | DETECTOR LOOP            |
| —                           | ROADSIDE SIGN            |

### CONSTRUCTION NOTES:

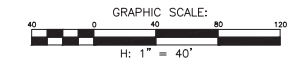
1. LIMITS OF WORK
2. REMOVE AND REPLACE EXISTING CURB & GUTTER PER DETAIL (CD-1)
3. REMOVE AND REPLACE EXISTING SIDEWALK PER DETAIL (CD-1)
4. EXISTING MONUMENTS SHALL NOT BE DISTURBED. PROTECT IN PLACE.
5. EXISTING UTILITY FRAMES AND COVERS SHALL BE PROTECTED IN PLACE.
6. CONTRACTOR SHALL WORK AROUND EXISTING UTILITY FRAMES AND COVERS LOCATED WITHIN BASE REPAIR AREAS.
7. EXISTING DETECTOR LOOPS TO REMAIN. PROTECT IN PLACE.

### LEGEND:

- LIMITS OF WORK
- [Pattern] SLURRY SEAL (TYPE II) TREATMENT AREA
- [Pattern] HMA BASE REPAIR LOCATIONS, SEE RESURFACING NOTE 2 ON THIS SHEET
- ① BASE REPAIR LOCATION NUMBER
- (CD-X) DETAIL # OF DRAWING NO. CD-X

### RESURFACING NOTES:

1. APPLY TACK COAT TO ALL ASPHALT SURFACES (VERTICAL AND HORIZONTAL) PRIOR TO PLACEMENT OF NEW HOT MIX ASPHALT.
2. SEE DRAWING BR-01 FOR BASE REPAIR LOCATIONS. DIMENSIONS SHOW ON PLANS AS ①. BASE REPAIR SHALL BE PER DETAIL (CD-1)
3. SEE DRAWING T-01 FOR ADDITIONAL GENERAL NOTES.



CITY WILL PERFORM ALL BASE REPAIR WORK ON BROADWAY AVE PRIOR TO START OF CONSTRUCTION



CITY OF SEASIDE PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION  
440 HARCOURT AVE. SEASIDE, CA 93955 (831) 899-6825

SHEET STATUS:  
☐ PRELIMINARY  
☐ SDM-FINAL  
☒ FINAL  
☐ OTHER

SCALE:  
1"=40'

SHEET TITLE:  
**BROADWAY AVE - PAVEMENT REHABILITATION**  
PROJECT TITLE:  
PAVEMENT REHABILITATION  
PROJECT - PHASE 2

PROJECT NO:  
180-0189.20  
SHEET:  
9 of 23  
DRAWING FILE NO:  
**P-07**

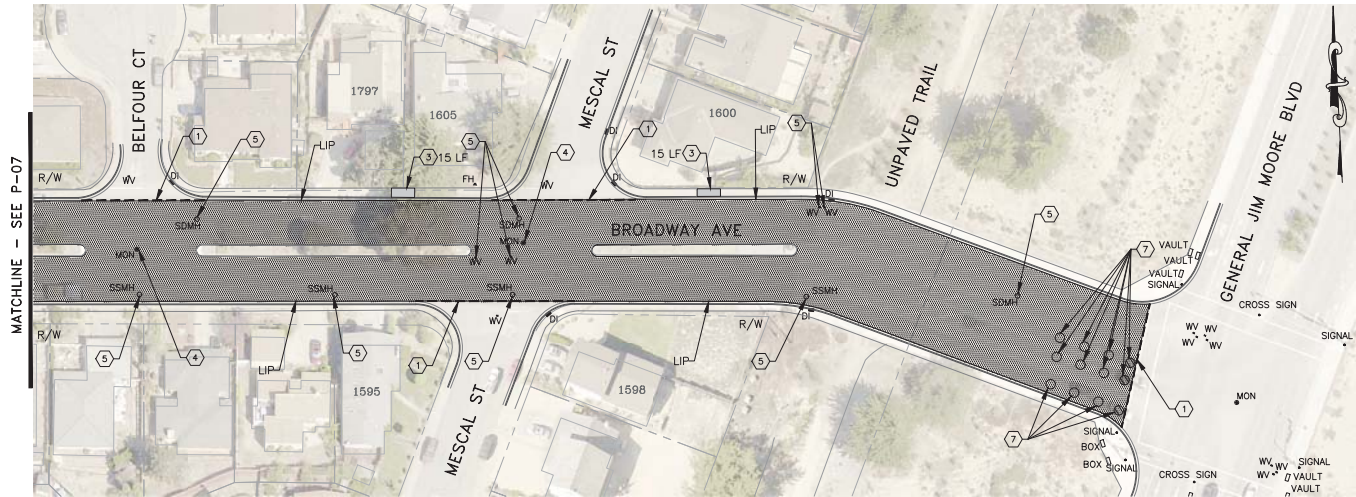
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DESIGNED BY: CM  
DRAWN BY: LB/BMS/KLC  
CHECKED BY: SN  
DATE ISSUED: 6/3/2019  
JOB NO.:



H:\Seaside\180-0189-20\180-0189-20\_P\180-0189-20\_P-05-P-08 - BROADWAY AVE.dwg Date: 6/7/2019 1:31 PM  
Plot Date: 6/7/2019 1:31 PM  
K:\work



### LEGEND:

| EXISTING UTILITY FACILITIES |                          |
|-----------------------------|--------------------------|
| • MON                       | MONUMENT                 |
| • CO                        | CLEANOUT                 |
| • HH                        | HAND HOLE                |
| ○ SSMH                      | SANITARY SEWER MANHOLE   |
| ○ SDMH                      | STORM DRAIN MANHOLE      |
| • GV                        | PG&E GAS VALVE           |
| • WV                        | WATER VALVE              |
| • JUP                       | JOINT UTILITY POLE       |
| □ V                         | ELEC VAULT OR BOX        |
| □ DI                        | DRAINAGE INLET           |
| □ TMH                       | TELEPHONE MANHOLE        |
| • FH                        | FIRE HYDRANT             |
| • BM                        | FIRE HYDRANT BLUE MARKER |
| ○                           | DETECTOR LOOP            |
| ○                           | ROADSIDE SIGN            |

### CONSTRUCTION NOTES:

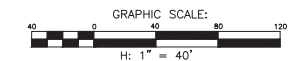
- 1 LIMITS OF WORK
- 2 REMOVE AND REPLACE EXISTING CURB & GUTTER PER DETAIL (CD-1)
- 3 REMOVE AND REPLACE EXISTING SIDEWALK PER DETAIL (CD-1)
- 4 EXISTING MONUMENTS SHALL NOT BE DISTURBED. PROTECT IN PLACE.
- 5 EXISTING UTILITY FRAMES AND COVERS SHALL BE PROTECTED IN PLACE.
- 6 CONTRACTOR SHALL WORK AROUND EXISTING UTILITY FRAMES AND COVERS LOCATED WITHIN BASE REPAIR AREAS.
- 7 EXISTING DETECTOR LOOPS TO REMAIN. PROTECT IN PLACE.

### LEGEND:

- LIMITS OF WORK
- SLURRY SEAL (TYPE II) TREATMENT AREA
- HMA BASE REPAIR LOCATIONS, SEE RESURFACING NOTE 2 ON THIS SHEET
- BASE REPAIR LOCATION NUMBER
- DETAIL # OF DRAWING NO. CD-X

### RESURFACING NOTES:

1. APPLY TACK COAT TO ALL ASPHALT SURFACES (VERTICAL AND HORIZONTAL) PRIOR TO PLACEMENT OF NEW HOT MIX ASPHALT.
2. SEE DRAWING BR-01 FOR BASE REPAIR LOCATIONS. DIMENSIONS SHOW ON PLANS AS (1). BASE REPAIR SHALL BE PER DETAIL (CD-1)
3. SEE DRAWING T-01 FOR ADDITIONAL GENERAL NOTES.



CITY WILL PERFORM ALL BASE REPAIR WORK ON BROADWAY AVE PRIOR TO START OF CONSTRUCTION



CITY OF SEASIDE PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION  
440 HARCOURT AVE. SEASIDE, CA 93955 (831) 899-6825

#### SHEET STATUS:

- PRELIMINARY
- SDM-FINAL
- FINAL
- OTHER

SCALE: 1"=40'

#### SHEET TITLE:

**BROADWAY AVE - PAVEMENT REHABILITATION**

#### PROJECT TITLE:

PAVEMENT REHABILITATION  
PROJECT - PHASE 2

PROJECT NO: 180-0189.20

SHEET: 10 OF 23

DRAWING FILE NO: P-08

| NO. | BY | DATE | DESCRIPTION |
|-----|----|------|-------------|
|     |    |      |             |
|     |    |      |             |
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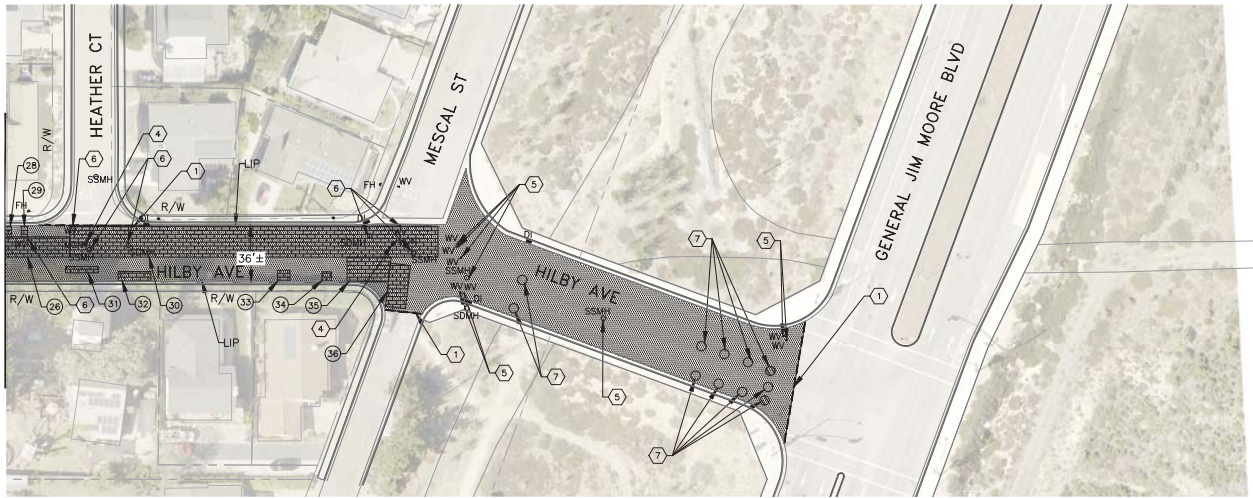
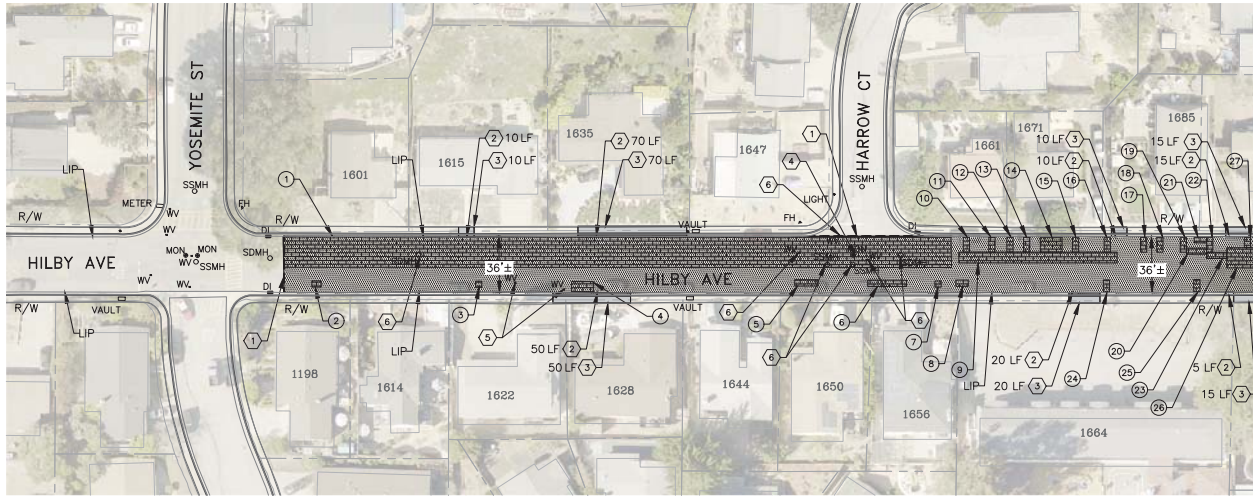
CHECKED BY: SN

DATE ISSUED: 6/3/2019

JOB NO.:



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**LEGEND:**

- EXISTING UTILITY FACILITIES**
- MON MONUMENT
  - CO CLEANOUT
  - HH HAND HOLE
  - SSMH SANITARY SEWER MANHOLE
  - SDMH STORM DRAIN MANHOLE
  - GV PG&E GAS VALVE
  - WV WATER VALVE
  - JOINT UTILITY POLE
  - DI OR DI ELEC VAULT OR BOX
  - TMH TELEPHONE MANHOLE
  - FH FIRE HYDRANT
  - BM FIRE HYDRANT BLUE MARKER
  - DETECTOR LOOP
  - ROADSIDE SIGN

**CONSTRUCTION NOTES:**

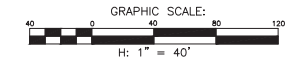
- ① LIMITS OF WORK
- ② REMOVE AND REPLACE EXISTING CURB & GUTTER PER DETAIL 2 (CD-1)
- ③ REMOVE AND REPLACE EXISTING SIDEWALK PER DETAIL 3 (CD-1)
- ④ EXISTING MONUMENTS SHALL NOT BE DISTURBED. PROTECT IN PLACE.
- ⑤ EXISTING UTILITY FRAMES AND COVERS SHALL BE PROTECTED IN PLACE.
- ⑥ CONTRACTOR SHALL WORK AROUND EXISTING UTILITY FRAMES AND COVERS LOCATED WITHIN BASE REPAIR AREAS.
- ⑦ EXISTING DETECTOR LOOPS TO REMAIN. PROTECT IN PLACE.

**LEGEND:**

- LIMITS OF WORK
- SLURRY SEAL (TYPE II) TREATMENT AREA
- HMA BASE REPAIR LOCATIONS, SEE RESURFACING NOTE 2 ON THIS SHEET
- ⑧ BASE REPAIR LOCATION NUMBER
- ④ (CD-X) DETAIL # OF DRAWING NO. CD-X

**RESURFACING NOTES:**

1. APPLY TACK COAT TO ALL ASPHALT SURFACES (VERTICAL AND HORIZONTAL) PRIOR TO PLACEMENT OF NEW HOT MIX ASPHALT.
2. SEE DRAWING BR-01 FOR BASE REPAIR LOCATIONS. DIMENSIONS SHOW ON PLANS AS ④ (CD-1)
3. SEE DRAWING T-01 FOR ADDITIONAL GENERAL NOTES.



CITY OF SEASIDE PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION  
440 HARCOURT AVE. SEASIDE, CA 93955 (831) 899-6825

**SHEET STATUS:**

- ☐ PRELIMINARY
- ☐ SDM-FINAL
- ☒ FINAL
- ☐ OTHER

SCALE:  
1"=40'

**SHEET TITLE:**

**HILBY AVE - PAVEMENT REHABILITATION**

**PROJECT TITLE:**

PAVEMENT REHABILITATION  
PROJECT - PHASE 2

PROJECT NO:  
180-0189.20

SHEET:

**11 OF 23**

DRAWING FILE NO:

**P-09**

| NO. | BY | DATE | DESCRIPTION |
|-----|----|------|-------------|
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DESIGNED BY: CM

DRAWN BY: LB/BMS/KLC

CHECKED BY: SN

DATE ISSUED: 6/3/2019

JOB NO.:



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| STREET    | DIGOUT NO. | WIDTH (ft) | LENGTH (ft) | AREA (sqft) |
|-----------|------------|------------|-------------|-------------|
| HILBY AVE | 1          | 20         | 430         | 8600        |
| "         | 2          | 6          | 4           | 24          |
| "         | 3          | 4          | 4           | 16          |
| "         | 4          | 7          | 14          | 98          |
| "         | 5          | 4          | 15          | 60          |
| "         | 6          | 4          | 25          | 100         |
| "         | 7          | 4          | 4           | 16          |
| "         | 8          | 4          | 8           | 32          |
| "         | 9          | 7          | 102         | 714         |
| "         | 10         | 10         | 4           | 40          |
| "         | 11         | 10         | 4           | 40          |
| "         | 12         | 10         | 4           | 40          |
| "         | 13         | 10         | 4           | 40          |
| "         | 14         | 10         | 14          | 140         |
| "         | 15         | 10         | 4           | 40          |
| "         | 16         | 10         | 4           | 40          |
| "         | 17         | 10         | 4           | 40          |
| "         | 18         | 10         | 4           | 40          |
| "         | 19         | 10         | 4           | 40          |
| "         | 20         | 4          | 13          | 52          |
| "         | 21         | 4          | 8           | 32          |
| "         | 22         | 9          | 4           | 36          |
| "         | 23         | 4          | 13          | 52          |
| "         | 24         | 8          | 4           | 32          |
| "         | 25         | 8          | 4           | 32          |
| "         | 26         | 13         | 65          | 845         |
| "         | 27         | 7          | 4           | 28          |
| "         | 28         | 7          | 4           | 28          |
| "         | 29         | 7          | 4           | 28          |
| "         | 30         | 20         | 237         | 4740        |
| "         | 31         | 4          | 21          | 84          |
| "         | 32         | 6          | 21          | 126         |
| "         | 33         | 8          | 7           | 56          |
| "         | 34         | 6          | 6           | 36          |
| "         | 35         | 16         | 28          | 448         |
| "         | 36         | 28         | 13          | 364         |

| STREET        | DIGOUT NO. | WIDTH (ft) | LENGTH (ft) | AREA (sqft) |
|---------------|------------|------------|-------------|-------------|
| SAN PABLO AVE | 1          | 34         | 7           | 238         |
| "             | 2          | 4          | 27          | 108         |
| "             | 3          | 4          | 97          | 388         |
| "             | 4          | 5          | 5           | 25          |
| "             | 5          | 4          | 5           | 20          |
| "             | 6          | 6          | 7           | 42          |
| "             | 7          | 5          | 42          | 210         |
| "             | 8          | 4          | 9           | 36          |
| "             | 9          | 5.5        | 5           | 27.5        |
| "             | 10         | 4          | 4           | 16          |
| "             | 11         | 6          | 8           | 48          |
| "             | 12         | 4          | 10          | 40          |
| "             | 13         | 4          | 11          | 44          |
| "             | 14         | 4          | 15          | 60          |
| "             | 15         | 5          | 4           | 20          |
| "             | 16         | 4          | 6           | 24          |
| "             | 17         | 4          | 10          | 40          |
| "             | 18         | 4          | 6           | 24          |
| "             | 19         | 4          | 30          | 120         |
| "             | 20         | 6          | 12          | 72          |
| "             | 21         | 4          | 4           | 16          |
| "             | 22         | 4          | 8           | 32          |
| "             | 23         | 4          | 5           | 20          |
| "             | 24         | 4          | 9           | 36          |
| "             | 25         | 6          | 33          | 198         |
| "             | 26         | 4          | 19          | 76          |
| "             | 27         | 4          | 7           | 28          |
| "             | 28         | 4          | 4           | 16          |
| "             | 29         | 4          | 4           | 16          |
| "             | 30         | 5          | 8           | 40          |
| "             | 31         | 6          | 41          | 246         |
| "             | 32         | 6          | 7           | 42          |
| "             | 33         | 4          | 7           | 28          |
| "             | 34         | 6          | 8           | 48          |
| "             | 35         | 4          | 4           | 16          |
| "             | 36         | 41         | 35          | 1435        |
| "             | 37         | 4          | 6           | 24          |
| "             | 38         | 5          | 4           | 20          |
| "             | 39         | 11         | 5           | 55          |
| "             | 40         | 4          | 4           | 16          |
| "             | 41         | 9          | 8           | 72          |
| "             | 42         | 4          | 98          | 392         |
| "             | 43         | 12         | 11          | 132         |
| "             | 44         | 11         | 10          | 110         |
| "             | 45         | 7          | 12          | 84          |
| "             | 46         | 12         | 10          | 120         |
| "             | 47         | 4          | 294         | 1176        |
| "             | 48         | 5          | 284         | 1420        |
| "             | 49         | 7          | 18          | 126         |
| "             | 50         | 5          | 30          | 150         |

| STREET        | DIGOUT NO. | WIDTH (ft) | LENGTH (ft) | AREA (sqft) |
|---------------|------------|------------|-------------|-------------|
| SAN PABLO AVE | 51         | 6          | 14          | 84          |
| "             | 52         | 4          | 152         | 608         |
| "             | 53         | 4          | 46          | 184         |
| "             | 54         | 4          | 16          | 64          |
| "             | 55         | 5          | 4           | 20          |
| "             | 56         | 11         | 38          | 418         |
| "             | 57         | 4          | 21          | 84          |
| "             | 58         | 5          | 13          | 65          |
| "             | 59         | 4          | 8           | 32          |
| "             | 60         | 8          | 8           | 64          |
| "             | 61         | 15         | 34          | 510         |
| "             | 62         | 36         | 64          | 2304        |
| "             | 63         | 4          | 59          | 236         |
| "             | 64         | 6          | 62          | 372         |
| "             | 65         | 10         | 14          | 140         |
| "             | 66         | 4          | 82          | 328         |
| "             | 67         | 5          | 5           | 25          |
| "             | 68         | 4          | 7           | 28          |
| "             | 69         | 4          | 4           | 16          |
| "             | 70         | 4          | 25          | 100         |
| "             | 71         | 5          | 30          | 150         |
| "             | 72         | 9          | 7           | 63          |
| "             | 73         | 8          | 88          | 704         |
| "             | 74         | 31         | 80          | 2480        |
| "             | 75         | 10         | 10          | 100         |
| "             | 76         | 8          | 81          | 648         |
| "             | 77         | 8          | 6           | 48          |
| "             | 78         | 12         | 58          | 696         |
| "             | 79         | 25         | 310         | 7750        |
| "             | 80         | 6          | 7           | 42          |
| "             | 81         | 5          | 24          | 120         |
| "             | 82         | 5          | 12          | 60          |
| "             | 83         | 9          | 16          | 144         |
| "             | 84         | 4          | 40          | 160         |
| "             | 85         | 9          | 34          | 306         |
| "             | 86         | 8          | 15          | 120         |
| "             | 87         | 4          | 25          | 100         |
| "             | 88         | 8          | 44          | 352         |
| "             | 89         | 4          | 40          | 160         |
| "             | 90         | 4          | 12          | 48          |
| "             | 91         | 4          | 36          | 144         |
| "             | 92         | 16         | 83          | 1328        |
| "             | 93         | 11         | 11          | 121         |
| "             | 94         | 4          | 7           | 28          |



CITY OF SEASIDE PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION  
440 HARCOURT AVE. SEASIDE, CA 93955 (831) 899-6825

SHEET STATUS:

- ☐ PRELIMINARY  
☐ SEMI-FINAL  
☒ FINAL  
☐ OTHER

SCALE:  
NO SCALE

SHEET TITLE:

**BASE REPAIR TABLES**

PROJECT TITLE:

PAVEMENT REHABILITATION  
PROJECT - PHASE 2

PROJECT NO:  
180-0189.20

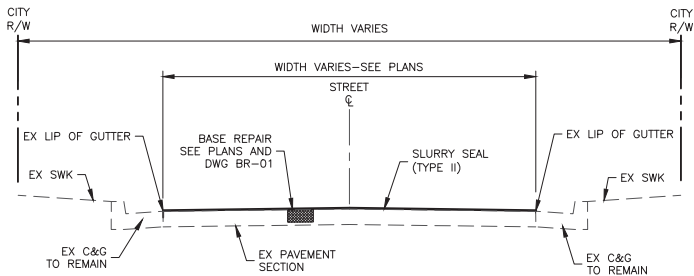
SHEET:  
12 OF 23

DRAWING FILE NO:  
**BR-01**

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www.harrisassoc.com (925) 927-4900

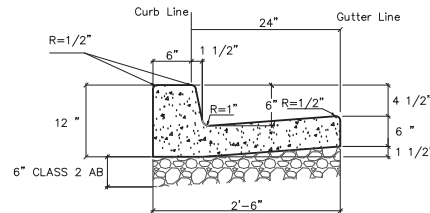
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CHECKED BY: . SN  
DATE ISSUED: . 6/3/2019  
JOB NO. .





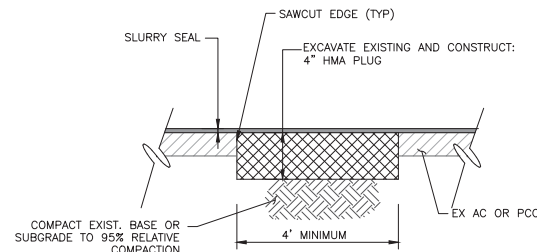
# **1 SLURRY SEAL-TYPE II (TYP)**

- NOT TO SCALE
- NOTES:
1. SEE PLANS SHEETS P-01 TO P-09.
  2. MAINTAIN POSITIVE DRAINAGE ACROSS PAVEMENT.
  3. SLURRY SEAL SHALL MATCH EXISTING CROSS SLOPES.



- NOTES:
1. ALL WORK AND MATERIAL SHALL CONFORM TO CITY OF SEASIDE STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS.
  2. CONCRETE SHALL MEET 3,000 PSI IN 28-DAY REQUIREMENT.
  3. CONCRETE SHALL BE CLASS 3, OR BETTER, PER SECTION 90-10, STANDARD SPECIFICATIONS CALIFORNIA DEPARTMENT OF TRANSPORTATION.
  4. WORK SHALL BE IN ACCORDANCE WITH SECTION 73, CONCRETE CURBS AND SIDEWALKS, STANDARD SPECIFICATIONS, CALIFORNIA DEPARTMENT OF TRANSPORTATION.
  5. CLASS 2 AGGREGATE BASE, 1 1/2" DIAMETER 6" DEPTH. RELATIVE COMPACTION AT 95%.
  6. ALL CONCRETE SURFACES WHICH HAVE BEEN MARKED OR DEFACED WILL NOT BE ACCEPTED.
  7. SURFACES SHALL BE BROOM FINISHED. BROOM SURFACE TRANSVERSELY TO LINE OF TRAFFIC. ADD WATER TO SURFACE AS NEEDED.
  8. EXPANSION JOINT/ SCORELINE- SEE DETAIL 7/CD-02.
  9. CURB, GUTTER, SIDEWALK AND DRIVEWAY REMOVAL SHALL BE AT SCORE LINES. LIMITS OF REMOVAL DETERMINED BY CITY INSPECTOR.

# **2 CURB & GUTTER**



- NOTES:
1. SEE PLANS SHEETS P-01 TO P-09 AND BASE REPAIR TABLES ON SHEETS BR-01.

# **4 TYPICAL HMA BASE REPAIR**

NOT TO SCALE



- NOTES:
1. Provided dimensions are for the 144"x90" sign. For the 96"x60" sign, calculate each dimension by 2/3 (0.667). For the 48"x30" sign, calculate each dimension by 1/3 (0.333).
  2. Use when the project involves Senate Bill 1 funds.

| C48 (CA)      |    |
|---------------|----|
| ENGLISH UNITS |    |
| A             | B  |
| 48            | 30 |

COLORS: LEGEND - BLACK (ARIAL BOLD ITALIC)  
 BACKGROUND - WHITE AND FLUORESCENT ORANGE  
 SENATE BILL 1 LOGO - CMYK COORDINATES FOR SB1 LOGO ARE AS FOLLOWS:  
 BROWN (C 80%, M 80%, Y 80%, K 20%), LIGHT CREAM (C 0%, M 2%, Y 7%, K 0%),  
 BLUE (C 75%, M 25%, Y 0%, K 0%), GREEN (C 90%, M 20%, Y 80%, K 0%),  
 YELLOW GOLD (C 0%, M 30%, Y 85%, K 4%), RED (C 10%, M 84%, Y 89%, K 3%)  
 BE WORK ZONE ALERT RIBBON: PANTONE #299 BLUE AND ORANGE  
 (SEE VECTOR GRAPHICS FILES FOR SB1 LOGO AND BE WORK ZONE ALERT RIBBON)  
 ALL COLORS TO BE RETROREFLECTIVE, EXCEPT FOR BLACK

# **5 SB-1 SIGN DETAIL**

NOT TO SCALE



- NOTES:
1. STAGGER LADDER MARKING TO AVOID WHEEL PATHS
  2. MATERIALS PER PROJECT SPECIFICATIONS

# **6 CONTINENTAL CROSSWALK**

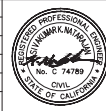
NOT TO SCALE

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 CHECKED BY: . SN  
 DATE ISSUED: . 6/3/2019  
 JOB NO. .



**CITY OF SEASIDE CALIFORNIA**

SHEET STATUS:  
☐ PRELIMINARY  
☐ SEMI-FINAL  
☒ FINAL  
☐ OTHER

SCALE:  
 AS NOTED

**CITY OF SEASIDE PUBLIC WORKS DEPARTMENT**  
 ENGINEERING DIVISION  
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SHEET TITLE:  
**CONSTRUCTION DETAILS**

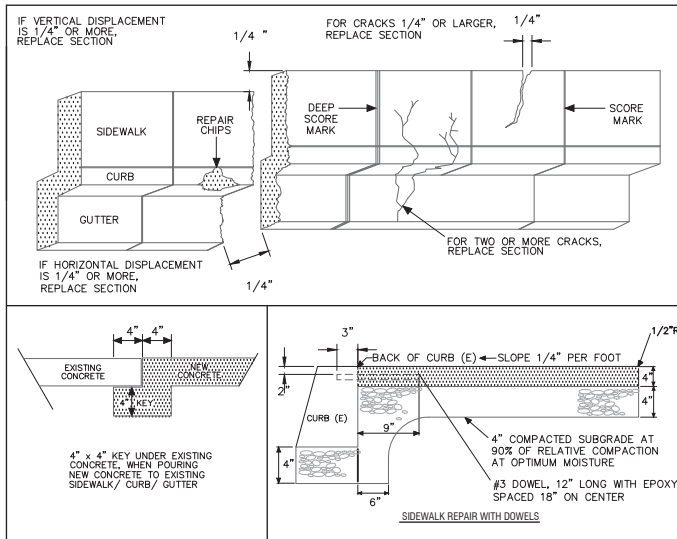
PROJECT TITLE:  
 PAVEMENT REHABILITATION  
 PROJECT - PHASE 2

PROJECT NO:  
 180-0189.20

SHEET:  
 13 OF 23

DRAWING FILE NO:  
**CD-01**

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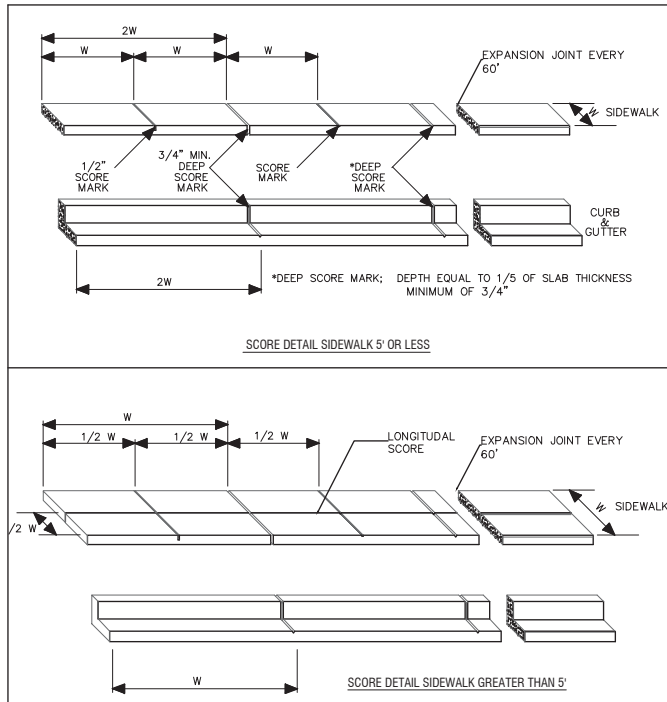
NOTES:

1. CONCRETE CURBS & WALKS WHICH ARE DEFECTIVE WITH CRACKING, DISPLACEMENT, SPALLING, OR EXCESSIVE HONEYCOMBING SHALL BE REPAIRED BY REMOVING AND REPLACING THE DEFECTIVE PORTIONS.
2. SURFACE CHIPS MAY BE REPAIRED BY AN EPOXY METHOD WHICH WILL RESULT IN A HARD SURFACED, NEAT PERMANENT REPAIR. SURFACE TEXTURE AND COLOR MUST MATCH ADJACENT CONCRETE.
3. WHEN DEFECTIVE PORTIONS OF CURBS AND WALKS ARE REMOVED, THEY SHALL BE REMOVED IN SEGMENTS BETWEEN SCORE MARKS AND/OR EXPANSION JOINTS. REPLACEMENT CONCRETE SHALL BE FORMED AND FINISHED TO THE SAME STANDARDS REQUIRED FOR NEW WORK. THE EDGE OF THE EXISTING ASPHALT PAVING WILL NOT BE USED AS A CURB FORM.
4. DRIVEWAY APRONS SHALL BE REPAIRED BY SAWING OUT THE DEFECTIVE PORTION BETWEEN SCORES OR JOINTS
5. CRACKING OF CURBS, WALKS, AND DRIVEWAY APRONS WILL REQUIRE REMOVAL AND REPLACEMENT WHEN THE FOLLOWING SITUATIONS OCCUR:
  - A. WHEN ANY INDIVIDUAL CRACK IS 3/32" WIDE OR WIDER.
  - B. WHEN TWO OR MORE CRACKS OF ANY WIDTH OCCUR BETWEEN SCORE LINES AND/OR EXPANSION JOINTS.
  - C. WHERE ANY DISPLACEMENT HAS OCCURRED EITHER VERTICALLY OR HORIZONTALLY WHICH EXCEEDS 3/32".
  - D. LIMITS OF REMOVAL TO BE DETERMINED BY THE CITY INSPECTOR.
6. INSTALL DOWELS IN BACK OF CURB WHENEVER REPLACING MORE THAN ONE SECTION OF SIDEWALK OR AS DIRECTED BY CITY INSPECTOR. USE EPOXY TO SECURE DOWELS.
7. DOWELS SHALL BE #3, 12 INCH LONG, SPACE 18" ON CENTER. DOWELS SHALL CONFORM TO SECTION 52, AND EPOXY SECTION 95, OF THE STANDARD SPECIFICATIONS, CALIFORNIA DEPARTMENT OF TRANSPORTATION.
8. CONCRETE SHALL MEET 3,000 PSI COMPRESSIVE STRENGTH IN 28-DAY REQUIREMENT
9. CONCRETE SHALL BE CLASS 3, OR BETTER, PER SECTION 90-10, STANDARD SPECIFICATIONS, CALIFORNIA DEPARTMENT OF TRANSPORTATION

6

REPAIR OF CURB, GUTTER, & SIDEWALK

NOT TO SCALE



NOTES:

1. USE 1/4" RADIUS JOINTER FOR ALL SCORELINES. LINES SHALL BE STRAIGHT, TRUE TO ALIGNMENT AND DEPTH.
2. DEEP SCORE RUNS CONTINUOUSLY THROUGH SIDEWALK, CURB AND GUTTER. DEPTH SHALL BE 1/5 THICKNESS OF SLAB, MINIMUM OF 3/4 INCH.
3. SIDEWALK SCORE LINES FOR WIDTHS 5 FEET OR LESS, SHALL BE TRANSVERSE AT A SPACING OF THE WIDTH OF THE SIDEWALK.
4. SIDEWALK SCORELINES FOR WIDTH GREATER THAN 5 FEET SHALL BE TRANSVERSE AT A SPACING OF ONE HALF THE WIDTH OF THE SIDEWALK, WITH LONGITUDINAL SCORELINE AT THE HALF WIDTH.
5. WORK SHALL BE IN ACCORDANCE WITH SECTION 73, CONCRETE CURBS AND SIDEWALKS, STANDARD SPECIFICATIONS, CALIFORNIA DEPARTMENT OF TRANSPORTATION.
6. EXPANSION JOINTS SHALL BE SPACE MINIMUM OF EVERY 60 FEET.
7. EXPANSION JOINTS SHALL BE FILLED WITH 1/4 INCH THICK PREMOLDED JOINT FILLER. UNLESS OTHERWISE SPECIFIED BY CITY INSPECTOR, JOINT FILLER SHALL CONFORM TO ASTM DESIGNATION D 1751.

7

EXPANSION JOINTS & SCORE MARKS

NOT TO SCALE



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SHEET STATUS:

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☐ SEMI-FINAL  
☒ FINAL  
☐ OTHER

SCALE:

AS NOTED

SHEET TITLE:

CONSTRUCTION DETAILS

PROJECT TITLE:

PAVEMENT REHABILITATION  
PROJECT - PHASE 2

PROJECT NO:

180-0189.20

SHEET:

14 OF 23

DRAWING FILE NO:

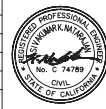
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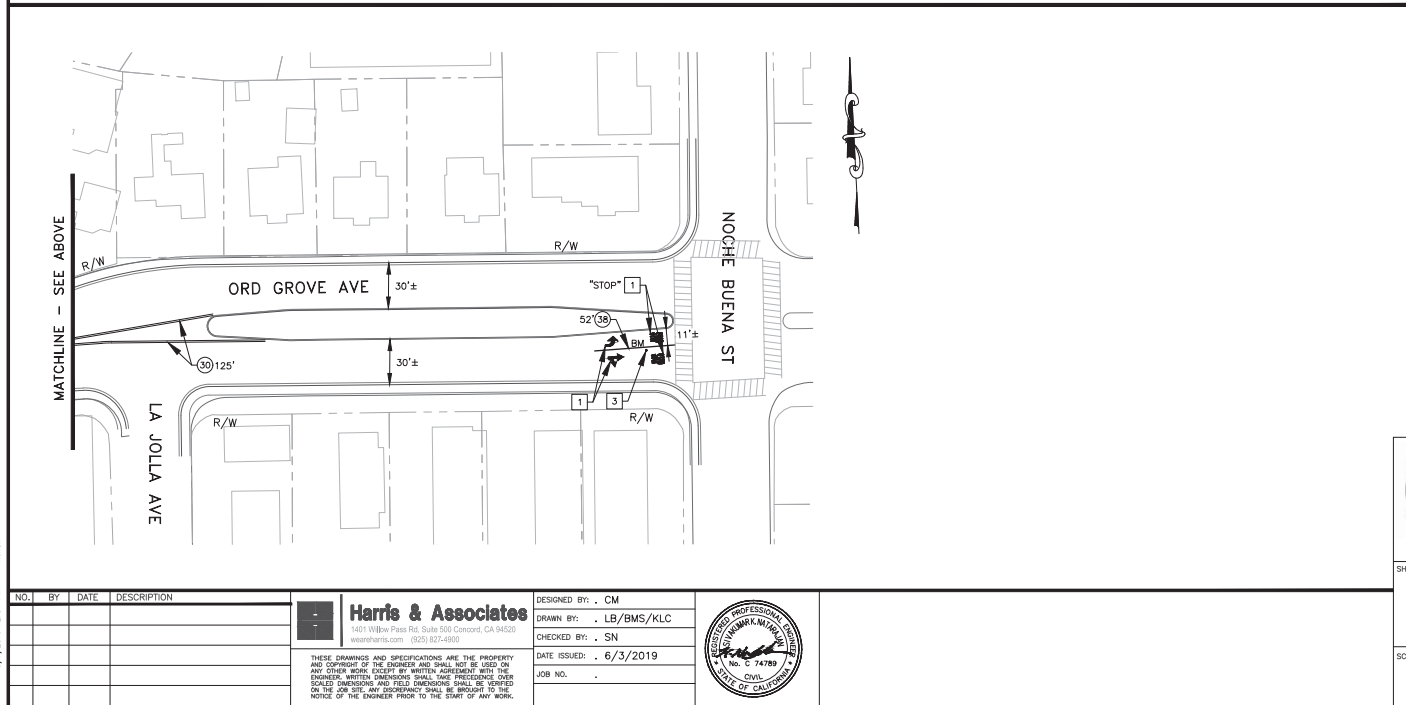
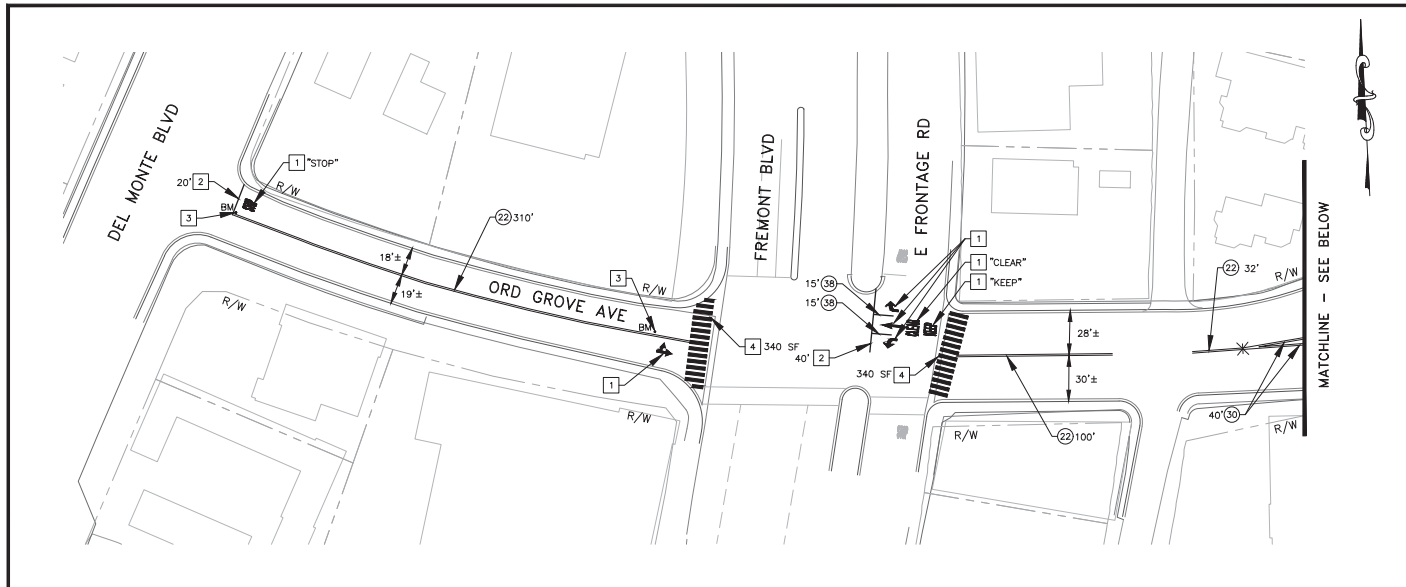
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| CHECKED BY: . SN        |
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| JOB NO. .               |



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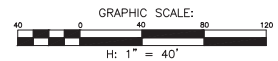
1. SEE DRAWING T-01 FOR ADDITIONAL GENERAL NOTES.
2. LANE WIDTHS SHOWN ON PLANS ARE APPROXIMATE.
3. FOR STRIPES CONSISTING OF MULTIPLE LINES, THE COMPOSITE SECTION IS MEASURED AS A LINEAL FOOT OF STRIPING AND SHOWN ON PLANS, BUT QUANTIFIED AS DESCRIBED IN THE PROJECT SPECIFICATIONS FOR PAYMENT.

### STRIPING CONSTRUCTION NOTES:

1. INSTALL PAVEMENT MARKINGS PER 2015 CALTRANS STD PLANS. WHITE UNLESS OTHERWISE NOTED ON PLANS. WORDS ARE INDICATED ON PLANS.
2. INSTALL 12" WHITE (W) LIMIT LINE PER CALTRANS STD PLAN A24E. TOTAL LENGTH IS INDICATED.
3. REPLACE AND/OR INSTALL BLUE, TWO-WAY REFLECTIVE FIRE HYDRANT MARKER PER MUTCD 2014 CALIFORNIA SUPPLEMENT SECTION 3B-11.
4. INSTALL CONTINENTAL CROSSWALK PER DETAIL 6/CD-02. TOTAL SQUARE-FOOT IS INDICATED.

### STRIPING LEGEND:

- TYPE II (L OR R) ARROW PER CALTRANS STD PLAN A24B.
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#### SHEET STATUS:

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- ☒ FINAL
- ☐ OTHER

SCALE:  
 1"=40'

#### SHEET TITLE:

**ORD GROVE AVE - SIGNING & STRIPING**

#### PROJECT TITLE:

PAVEMENT REHABILITATION  
 PROJECT - PHASE 2

#### PROJECT NO:

180-0189.20

#### SHEET:

15 OF 23

#### DRAWING FILE NO:

**ST-01**

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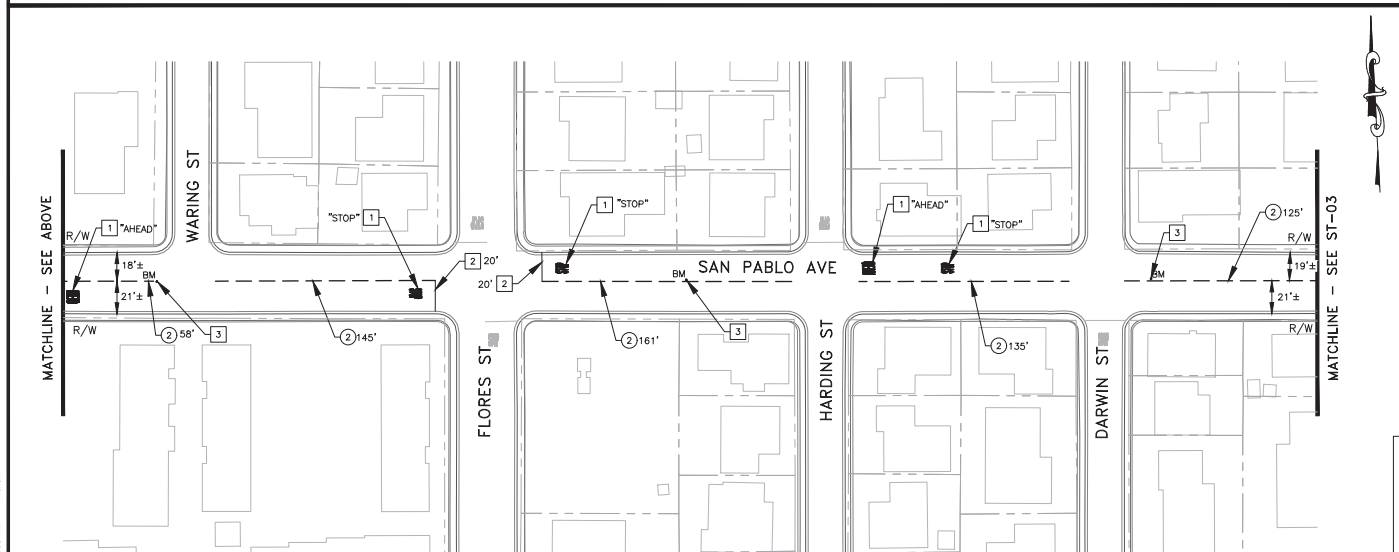
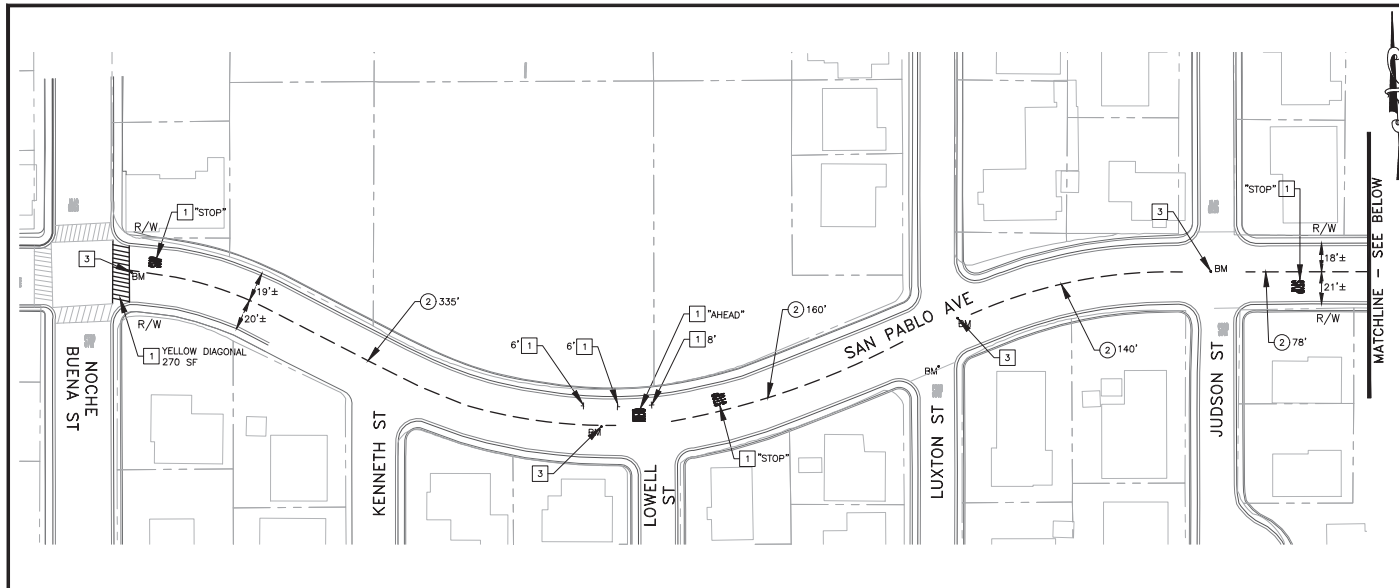
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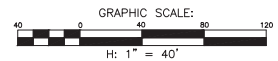
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- ☐ OTHER

SCALE:  
 1"=40'

#### SHEET TITLE:

**SAN PABLO AVE - SIGNING & STRIPING**

#### PROJECT TITLE:

PAVEMENT REHABILITATION  
 PROJECT - PHASE 2

PROJECT NO:  
 180-0189.20

SHEET:  
 16 OF 23

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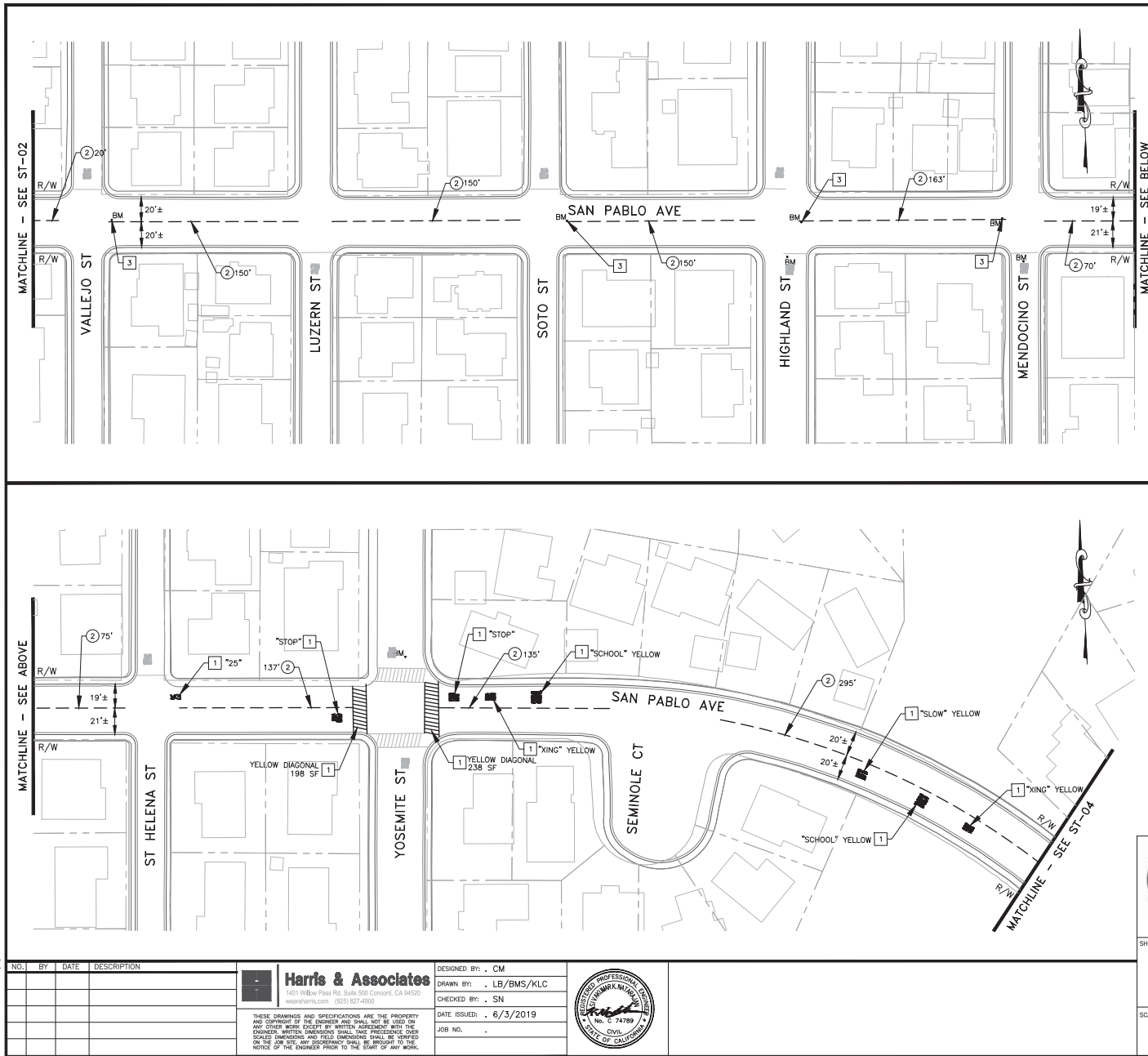
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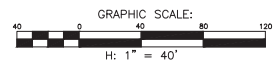
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SCALE: 1"=40'

#### SHEET TITLE:

**SAN PABLO AVE - SIGNING & STRIPING**

#### PROJECT TITLE:

PAVEMENT REHABILITATION  
 PROJECT - PHASE 2

#### PROJECT NO:

180-0189.20

#### SHEET:

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#### DRAWING FILE NO:

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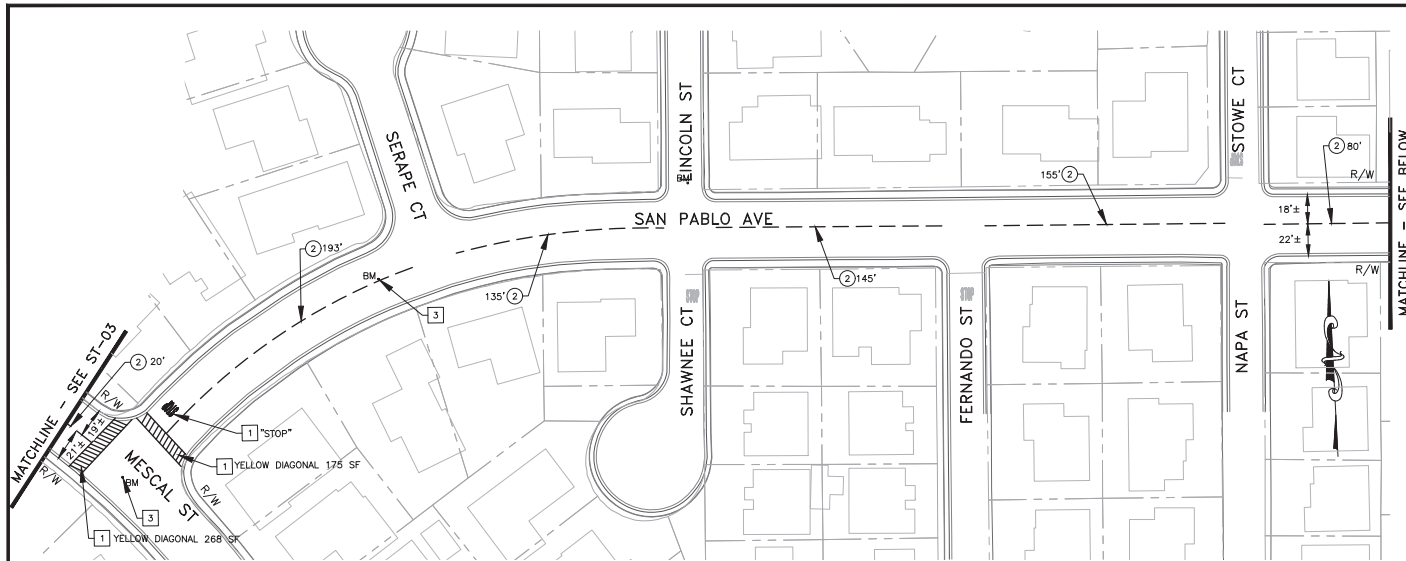
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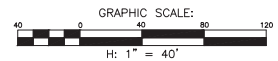
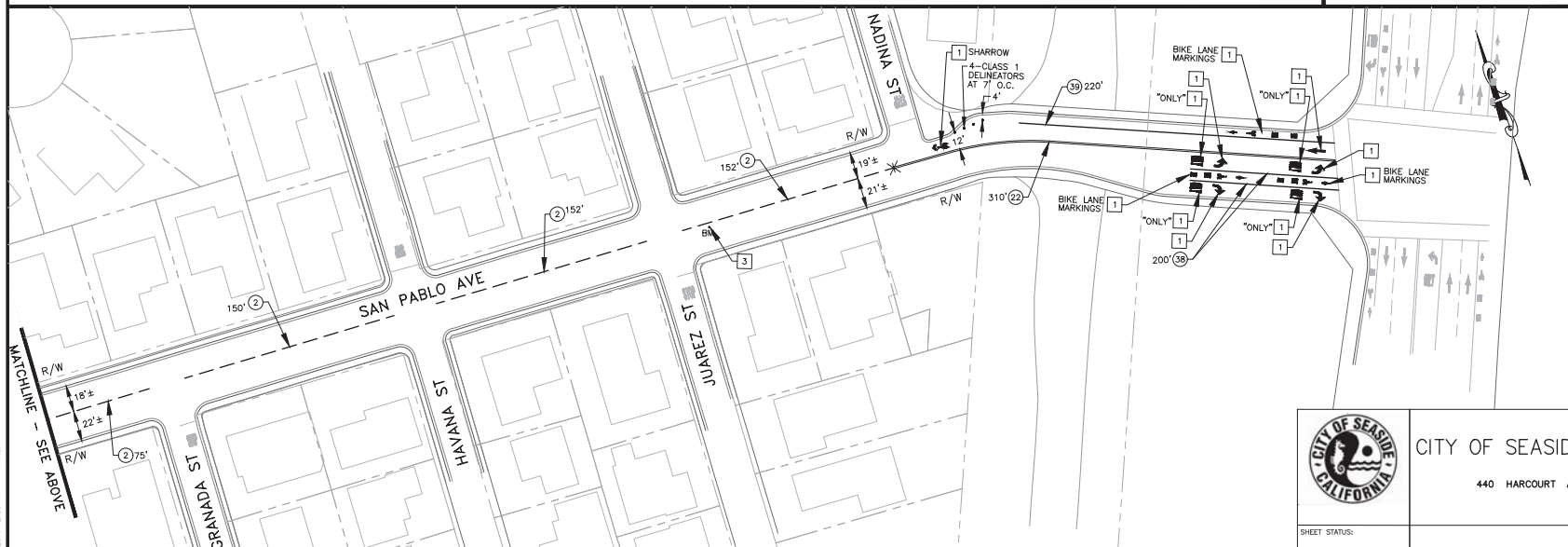
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#### SHEET STATUS:

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- ☒ FINAL
- ☐ OTHER

SCALE:  
 1"=40'

#### SHEET TITLE:

**SAN PABLO AVE - SIGNING & STRIPING**

#### PROJECT TITLE:

PAVEMENT REHABILITATION  
 PROJECT - PHASE 2

#### PROJECT NO:

180-0189.20

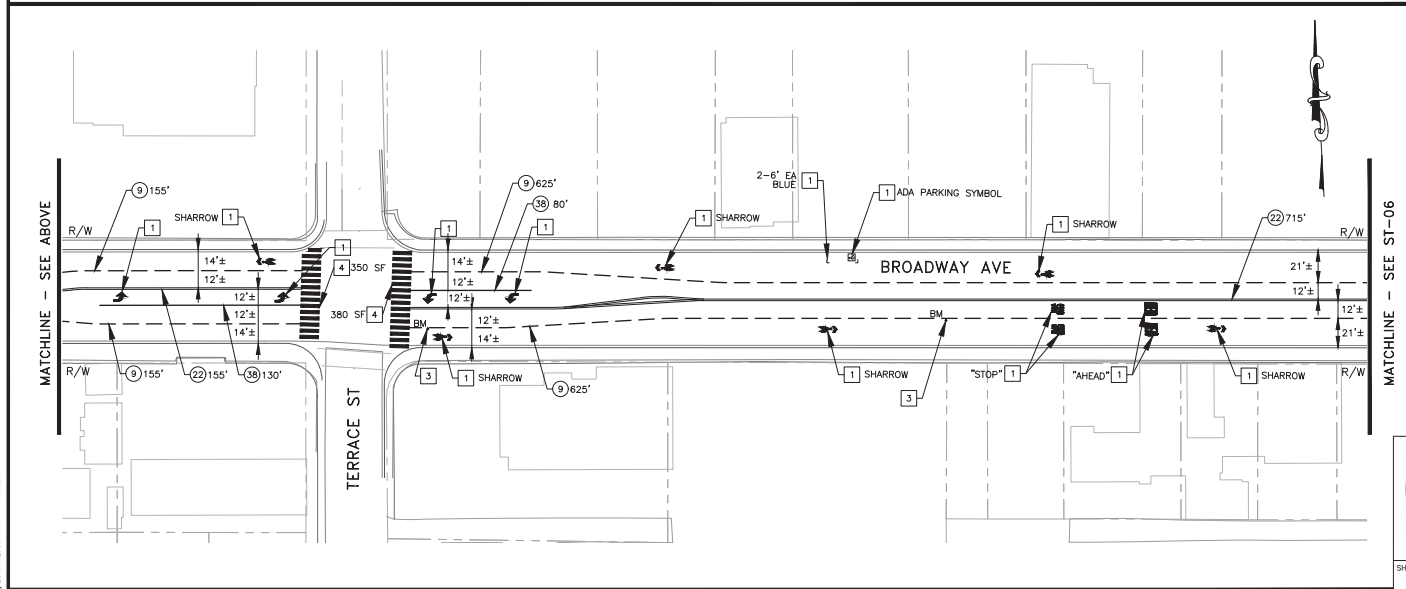
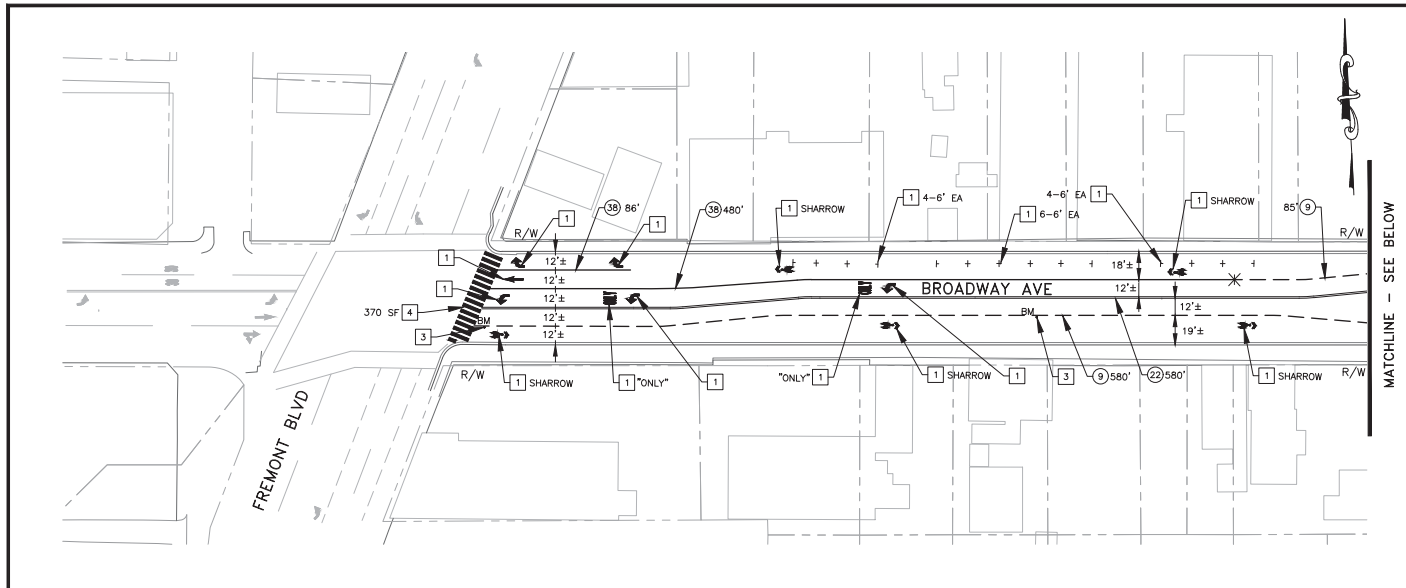
#### SHEET:

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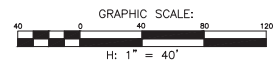
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SCALE:  
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#### SHEET TITLE:

**BROADWAY AVE - SIGNING & STRIPING**

#### PROJECT TITLE:

PAVEMENT REHABILITATION  
 PROJECT - PHASE 2

#### PROJECT NO:

180-0189.20

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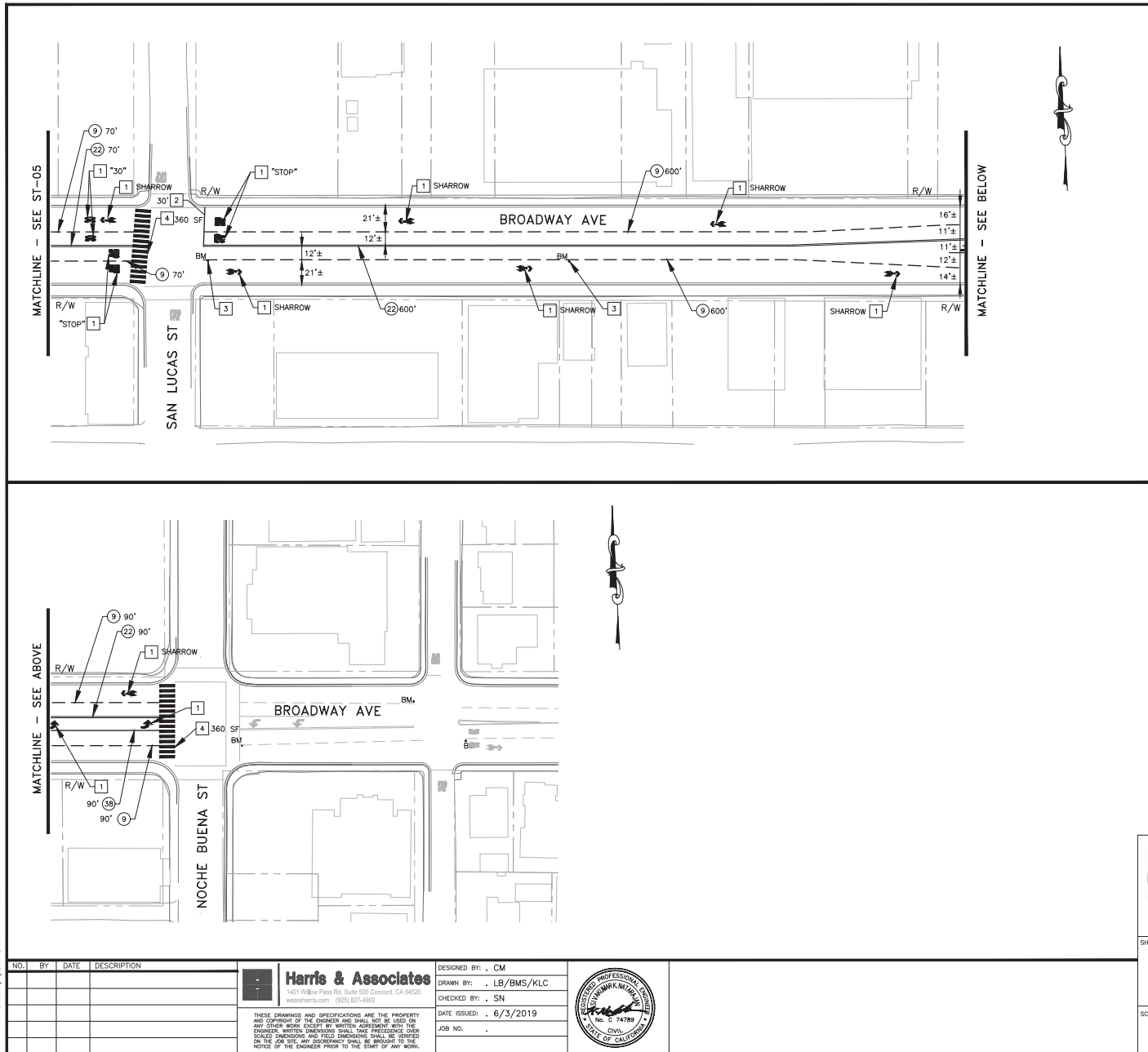
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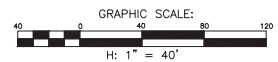
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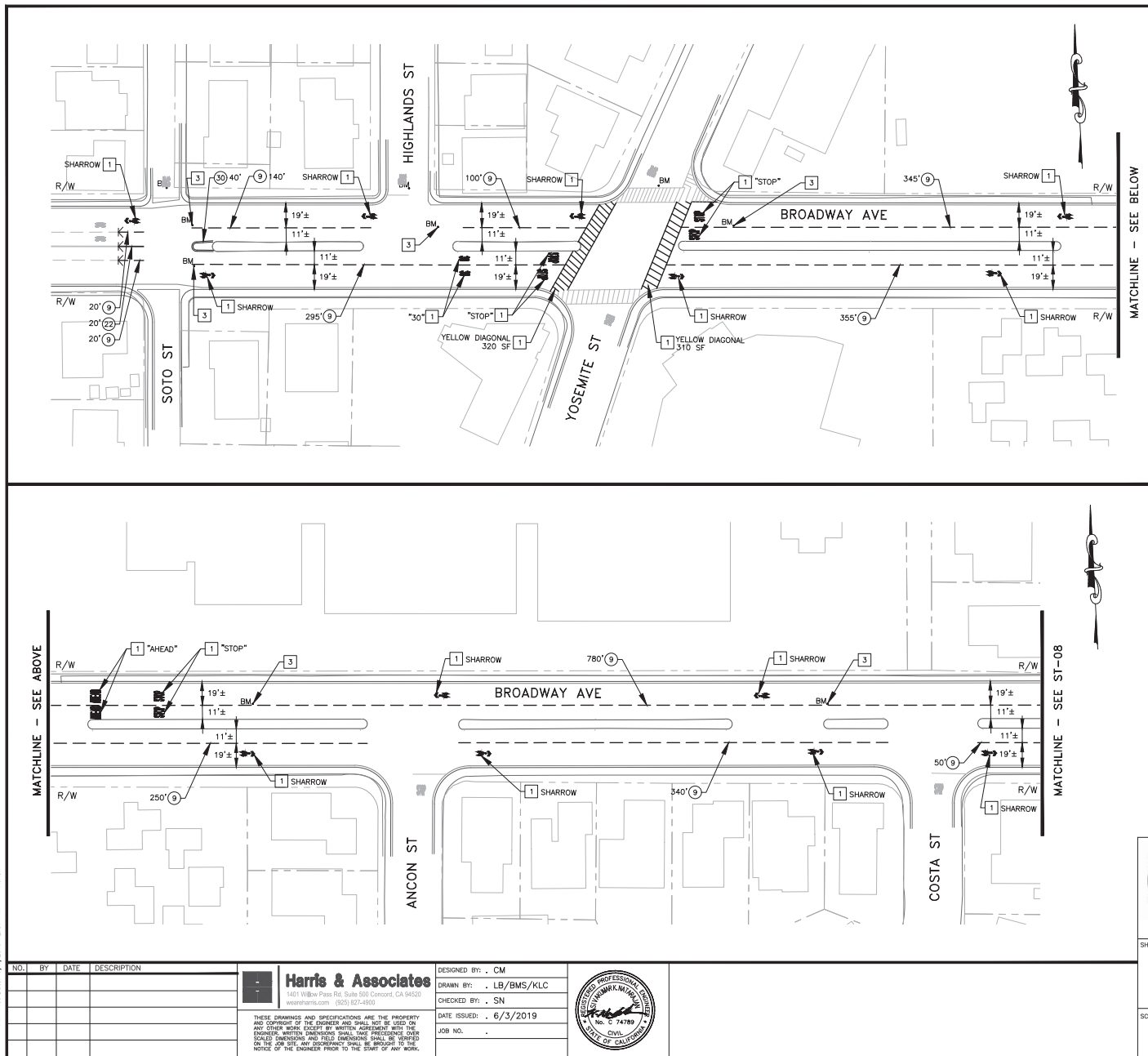
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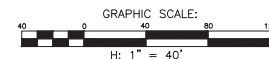
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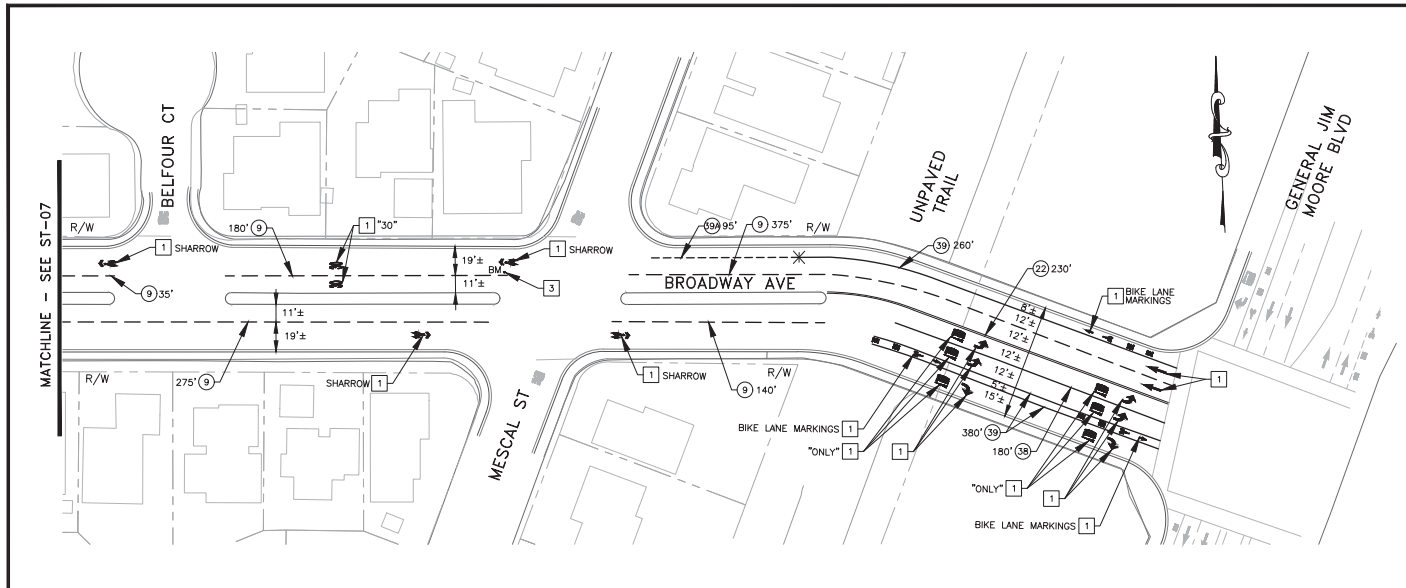
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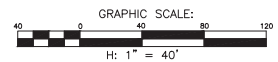
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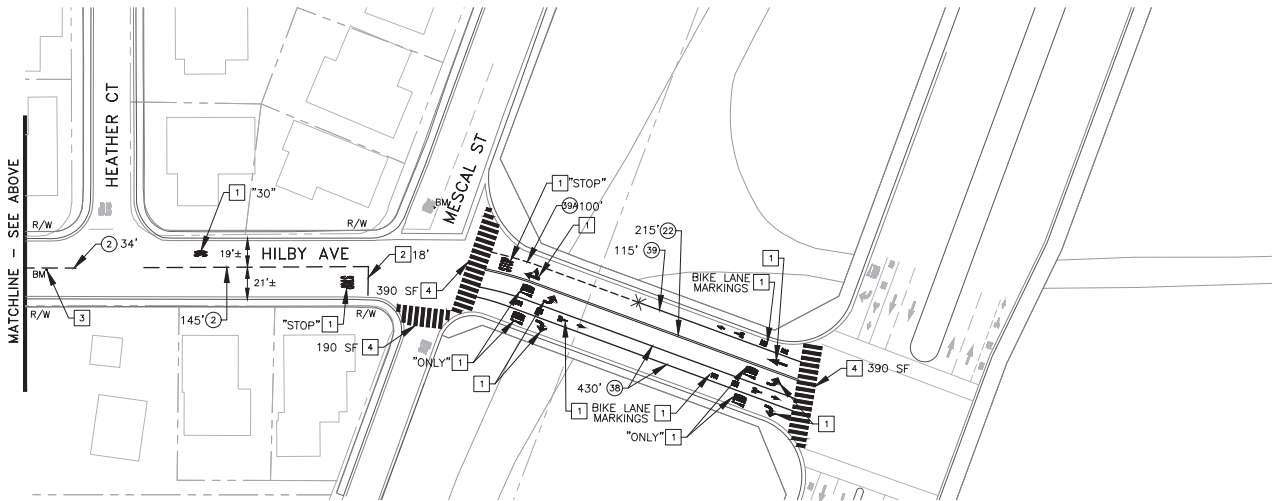
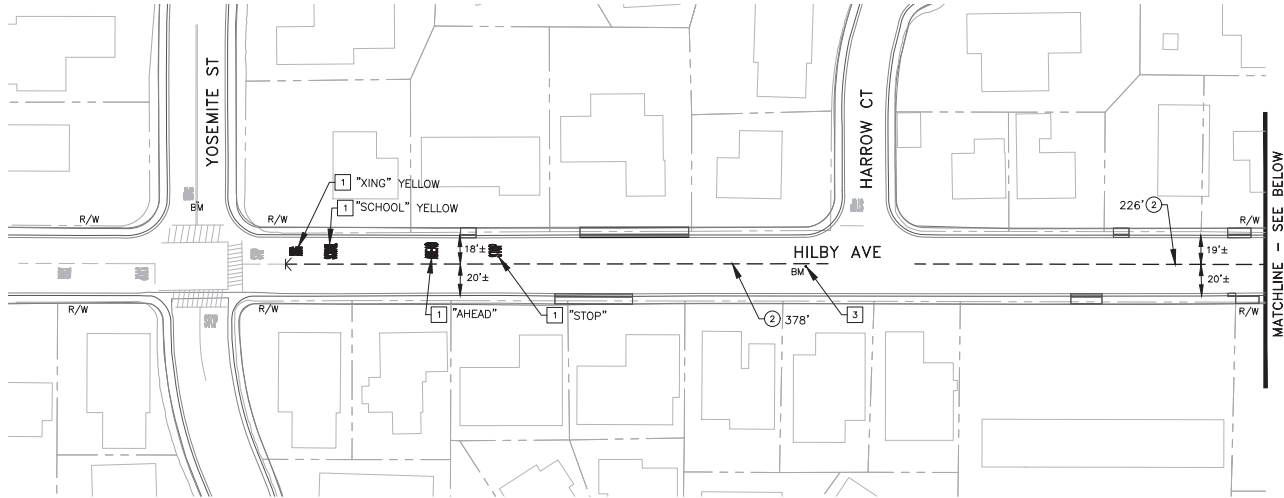
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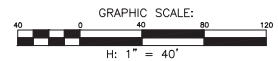
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PAVEMENT REHABILITATION  
 PROJECT - PHASE 2

PROJECT NO:  
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**BOOK 1**

**NOTICE, PLANS & SPECIAL PROVISIONS**

**PAVEMENT REHABILITATION PROJECT – PHASE 2**

City Project No. 210/211





Approved by: Rick Riedl, P.E.  
City Engineer

**CITY OF SEASIDE  
Department of Public Works  
June 10, 2019**

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**PROJECT NO.: 210/211**

The Technical Specifications contained herein have been prepared by or under the direction of the following Registered Person:

**CIVIL**



6/10/2019

Sivakumar Natarajan, P.E.  
Registered Civil Engineer, CA 74789, Exp. 12/31/2019  
Harris & Associates, Inc.



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## **CITY OF SEASIDE**

### **Notice Inviting Bids**

## **PAVEMENT REHABILITATION PROJECT – PHASE 2**

PUBLIC NOTICE IS HEREBY GIVEN that the City of Seaside will receive sealed bids for the above stated project in the office of the City's Deputy City Manager – Administrative Services, located at City Hall, 440 Harcourt Avenue, Seaside, CA 93955, until **2:00 pm on July 16, 2019**, at which time all bids will be publicly opened and read aloud.

The scope of the work will consist of all labor, material, equipment and services necessary to complete the work identified in plans titled **PAVEMENT REHABILITATION PROJECT – PHASE 2** and in the specifications, including but not limited to:

The work includes, but is not necessarily limited to, the furnishing of all labor, materials, equipment, and services necessary for, and reasonably incidental to paving, reconstructing concrete curb, gutter & sidewalk, and signing and striping, as shown or indicated in the Drawings and Specifications. Project located at various streets within City of Seaside, Monterey County.

A mandatory pre-bid conference shall be held on **June 26, 2019 at 2:00 pm**, at the Council Chambers, 440 Harcourt Avenue, Seaside, CA 93955.

Copies of the Bid Documents will be available for free on the City's website at [www.ci.seaside.ca.us](http://www.ci.seaside.ca.us) or can be purchased from the City of Seaside Public Works office: 440 Harcourt Avenue, Seaside, CA 93955; by telephone - (831) 899-6825. There is a nonrefundable fee of \$150.00 charged for the plans and specifications and an additional \$15.00 mailing fee to be paid in advance of mailing.

The quantities shown in the proposal forms are approximate only and given as a basis for the comparison of bids. The City does not expressly or by implication assert that the actual amount of work will correspond herewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary.

Bidders are required to sign and submit the bid forms provided in the Proposal and Contract book. No bid will be considered unless it is made on a proposal form furnished by the City and is accompanied by a bid bond for ten percent (10%) of the bid amount. The successful bidder shall furnish a Labor and Materials Bond, a Performance Bond, and a Surety Bond. The successful bidder will be required to secure a City Business License before commencing work on the project and must possess a Class A General Contractors license or a combination of Class C-8 & C-12 Licenses at the time the contract is awarded.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in Monterey County, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca>.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Bidders are responsible to check the website ([www.ci.seaside.ca.us/bids](http://www.ci.seaside.ca.us/bids)) prior to the Bid opening to obtain any addenda information. Submittal of a signed Bid shall be evidence that the Bidder has obtained this information and that the Bid is based on any changes contained therein.

Notice is also hereby given that all Bidders may be required to furnish a sworn statement of their financial responsibility, technical ability and experience before award is made to any particular Bidder.

Provision is made for security substitution on payment withholds as provided in Public Contract Code Sections 22200 and 22300.

The City reserves the right to reject any or all bids and the right to waiver minor irregularities or informalities in any bid proposal.

CITY OF SEASIDE  
Public Works Department

\_\_\_\_\_/s/\_\_\_\_\_  
Richard Riedl, PE  
City Engineer

\_\_\_\_\_  
Date

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# CITY OF SEASIDE

## Special Provisions Volume I

### PAVEMENT REHABILITATION PROJECT – PHASE 2

#### SECTION 1. SPECIFICATIONS AND PLANS

**1.01 GENERAL.** The work embraced herein shall be done in accordance with these special provisions and the Standard Specifications of the State of California Department of Transportation dated 2015 sections 1-99, insofar as the same may apply, which specifications are hereinafter referred to as the "Standard Specifications."

Whenever in these special provisions attention is directed to specific portions of the Standard Specifications, such direction is not exclusive and shall not be interpreted as excluding other applicable provisions of said specifications.

The following General Provisions of the Standard Specifications do not apply:

| Section No. | Section Name                                                    |
|-------------|-----------------------------------------------------------------|
| 2-1.15      | Disabled Veteran Business Enterprises                           |
| 2-1.18      | Small Business and Non–Small Business Subcontractor Preferences |
| 2-1.27      | California Companies                                            |
| 2-1.31      | Opt Out of Payment Adjustments for Price Index Fluctuations     |
| 3-1.08      | Small Business Participation Report                             |
| 9-1.07      | Payment Adjustments for Price Index Fluctuations                |
| 9-1.16C     | Materials on Hand                                               |
| 9-1.16F     | Retentions                                                      |

In the event of conflict in the contract documents, the order of precedence shall be as follows:

1. Governing ranking of Contract parts in descending order is:

- 1.1. Permits and licenses
- 1.2. Special provisions
- 1.3. Project plans
- 1.4. Revised Standard Specifications
- 1.5. Standard Specifications
- 1.6. Revised standard plans
- 1.7. Standard plans
- 1.8. Supplemental project information

2. Written numbers and notes on a drawing govern over graphics

3. Detail drawing governs over a general drawing

4. Specific specification governs over a general specification

5. Specification in a section governs over a specification referenced by that section

## 1.02 DEFINITIONS AND TERMS.

**Specifications:** Standard specifications, revised standard specifications, and special provisions.

1. standard specifications: Specifications standard to Caltrans construction projects. These specifications are in a book titled *Standard Specifications, State of California, California State Transportation Agency, Department of Transportation*, dated 2015 published by the California Department of Transportation.
2. revised standard specifications: New or revised standard specifications. These specifications are in a section titled Revised Standard Specifications of a book titled "Contract Documents, Plans and Special Provisions."
3. special provisions: Specifications specific to the project. These specifications are in sections titled "Special Provisions Volume I" and "Special Provisions Volume II" of a book titled "Contract Documents, Plans and Special Provisions".

Whenever in the Standard Specifications, the terms "State of California," "Department of Transportation," "Director," "Division of Highways," "Chief Engineer," "Engineer," or "Laboratory" are used, the following terms shall be substituted therefore and any reference to any of the above terms shall be understood and interpreted to mean and refer to such substituted terms as follows:

"State of California," substitute "City of Seaside."

"Department of Transportation" -- the "Seaside City Council."

"Director"-- the "Seaside City Manager."

"Division of Highways"-- the "Public Works Department of the City of Seaside."

"Engineer" or "Chief Engineer"-- the "City Engineer," acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

"Laboratory"-- the contract laboratory of the City of Seaside or such other laboratory as may be authorized by the City to test materials and work involved in the contract.

**1.03 CONTRACTOR'S COPIES OF CONTRACT DOCUMENTS.** The Engineer will supply the Contractor with two (2) full-size sets and one pdf set of contract documents that include the plans and specifications. Maintain at least one complete set of plans and specifications at the site of construction in good condition and at all times available to the Engineer. Additional copies of the contract documents, if required, can be furnished by the Engineer at the cost of reproduction.

**1.04 PAYMENT.** Full compensation for work specified in Volume I of the special provisions is included in the payment for the bid items involved unless:

1. Bid item for the work is shown on the Bid Item List
2. Work is specified as change order work

## SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

**2.01 GENERAL.** The bidder's attention is directed to the provisions in Section 2, "Bidding," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid. Proposal forms are provided in a separate book entitled Book 2 "Contract Documents" for Pavement Rehabilitation Project – Phase 2.

The Bidder's Bond Statement mentioned in the last paragraph in Section 2-1.34, "Bidder's Security" of the Standard Specifications will be found following the signature page of the Proposal in the Proposal and Contract Book.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

**2.02 FEDERAL LOBBYING RESTRICTIONS.** Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

**2.03 DISADVANTAGED BUSINESS ENTERPRISE (DBE).** Federal aid projects must comply with the requirements of section 2-1.12 of the Standard Specifications.

**2.04 EXAMINATION OF SPECIFICATIONS, SPECIAL PROVISIONS, AND WORK SITE.** The bidder shall examine carefully the site of the work contemplated and the proposal, specifications, and contract forms therefore. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed, materials to be furnished, and as to the requirements of the specifications, these special provisions, and the contract.

If any party contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications or proposed contract documents, or finds discrepancies in or omissions from the specifications, shall submit to the City a written request for an interpretation or correction thereof. The party submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents prior to bid opening will be made only by addendum duly issued, and a copy of such addenda will be mailed to each person receiving a set of such documents. The City will not be responsible for any other explanations or interpretations of the proposed documents. **No request will be reviewed or heard within seventy-two (72) hours of bid opening.**

The bidder shall perform or make any investigations or studies he deems necessary to evaluate the site conditions and bid on the construction operations necessary to complete the project under this Contract. No additional compensation will be made for such investigations. All investigations shall be coordinated with the City and shall be subject to all applicable City standards and ordinances.

**2.05 PROPOSAL FORMS.** All proposals shall be made upon the forms obtained from the City. Proposals submitted on forms other than those issued by the City will be disregarded. All bids shall be presented under sealed cover, plainly marked "Proposal" and identifying the project name and number.

**2.06 REJECTION OF PROPOSALS CONTAINING ALTERATIONS ERASURES, OR IRREGULARITIES.** Proposals may be rejected if they show any alteration of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind.

**2.07 PROPOSAL GUARANTY.** All bids shall be accompanied by cash, cashier's or certified check, or by bidder's bond made payable to the City of Seaside and executed as surety by some corporation authorized to issue surety bonds in the State of California, for an amount equal to at least ten percent of the total bid amount. No bid shall be considered unless cash, cashiers' or certified check, or bidder's bond is enclosed therewith.

**2.08 WITHDRAWAL OF PROPOSAL.** Any bid may be withdrawn at any time prior to, but not after, the hour fixed in the public notice for the opening of bids, provided that a request in writing, executed by the bidder or his duly authorized representative, for the withdrawal of such bid, is filed with the City Engineer. The withdrawal of a bid shall not prejudice the right of a bidder to file a new bid.

**2.09 PUBLIC OPENING OF PROPOSALS.** Proposals will be opened and read publicly at the time and place indicated in the Notice to Bidders. Bidders or their authorized agents and the public are invited to be present.

**2.10 DISQUALIFICATION OF BIDDERS.** The City will not consider more than one proposal from an individual, firm, or partnership, a corporation, or an association under the same or different names. A Contractor may be interested in one bid as prime Contractor and another as subcontractor, providing no collusion exists. Proposals in which the prices are unbalanced may be rejected.

**2.11 COMPETENCY OF BIDDERS.** No bid will be accepted from or contract awarded to a Contractor to whom a proposal form has not been issued by the Engineer or who has not successfully performed on projects of similar character and scope of proposed construction. Submit a completed Bidder's Information Statement with your proposal using the form provided by the City.

**2.12 PERMITS AND LICENSES.** Comply with Section 5-1.20B, "Permits, Licenses, Agreements, and Certifications," of the Standard Specifications and these special provisions.

Additionally, Contractor must:

- Hold a valid City of Seaside business license for the duration of this contract.
- Possess a Class A General Contractors License, or a combination of Class C-8 & C-12 Contractors License
- Obtain all applicable permits at no additional cost to the City
- Obtain City of Seaside no-fee encroachment permit

## SECTION 3. AWARD AND EXECUTION OF CONTRACT

**3.01 GENERAL.** The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

**Bid protests are to be delivered to the following address: 440 Harcourt Avenue, Seaside, CA 93955**

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the City so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: Public Works, 440 Harcourt Avenue, Seaside, CA 93955.

**3.02 AWARD OF CONTRACT.** The City reserves the right to reject any or all bid proposals and to waive minor irregularities or informalities in any bonds or in any proposals. Bids are required for all the work described herein unless otherwise indicated on the proposal. The award of contract, if awarded, will be made within sixty calendar days to the lowest responsible bidder whose proposal complies with all the requirements prescribed.

**3.03 CONTRACT BONDS.** The successful bidder shall furnish three separate bonds: a performance bond, a labor and materials bond and a surety bond. Each of the said bonds shall be executed in a sum equal to one hundred percent of the Contract price and issued by a bonding company with an A.M. Best rating of A- or better, or instrument of credit.

- **Performance Bond:** This bond shall guarantee the faithful performance of said contract by the Contractor. The performance bond will be held until final acceptance of the project.
- **Labor and Materials Bond:** This bond shall be furnished as required by the terms of Division 3, Title 15, Chapter 7, Section 3247, et seq. of the Civil Code of the State of California. The Labor and Materials bond shall be held until final acceptance of the project.
- **Surety Bond:** This bond shall serve as surety for the guaranty requirements, as follows: The successful bidder shall unconditionally guarantee the materials for a period of one year from the date of recording of the notice of completion. The guarantee shall cover one hundred percent of all costs of repairs within this one-year period, including all costs of labor, materials, equipment and incidentals.

Whenever any surety or sureties on any such bonds, or on any bonds required by law for the protection of the claims of laborers and material suppliers, become insufficient, or the City has cause to believe that such surety or sureties have become insufficient, a demand in writing may be made of the Contractor for such further bond or bonds or additional surety, not exceeding that originally required as is considered necessary considering the extent of the work remaining to be done. Thereafter, no payment shall be made upon such contract to the Contractor or any assignees of the Contractor until such bond or bonds or additional surety have been furnished.

**3.04 EXECUTION OF CONTRACT.** Attention is directed to the provisions in Section 3-1.18 "Contract Execution" of the Standard Specifications. The contract shall be signed by the successful bidder and returned, together with the contract bonds, copies of insurance policies, and Certificates of Insurance within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution.

**3.05 FAILURE TO EXECUTE CONTRACT.** Failure to execute a contract and file acceptable bonds within five calendar days after receiving notice that the contract has been awarded shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty. If the successful bidder refuses or fails to execute the contract, the City Council may award the contract to the second lowest responsible bidder. On the refusal or failure of the second or third lowest responsible bidder to whom such contract is so awarded to execute the same, such bidder's guaranty shall be likewise forfeited to the City. The work may then be readvertised or may be constructed by day labor as the City Council may decide.

**3.06 RETURN OF PROPOSAL GUARANTIES.** Within ten days after the award of contract, the City will return the proposal guaranties accompanying such of the proposals as are not to be considered in making the award. All other proposal guaranties will be held until the contract has been finally executed, after which they will be returned to the respective bidder whose proposal they accompany.

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

**3.08 RESPONSIBILITY FOR DAMAGE AND INSURANCE.** Prior to the beginning of and throughout the duration of the work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Contractor shall provide the following types and amounts of insurance:

1. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$2,000,000 per occurrence for all covered losses and no less than \$4,000,000 general aggregate.

Contractor's policy shall contain no endorsements limiting coverage beyond the basic policy coverage grant for any of the following:

- Explosion, collapse or underground hazard (XCU)
- Products and completed operations
- Pollution liability
- Contractual liability

Coverage shall be applicable to City for injury to employees of contractors, subcontractors or others involved in the project. Policy shall be endorsed to provide a separate limit applicable to this project.

2. Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
3. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.
4. Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence and aggregate.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Best rating of A- or better and a minimum financial size VII.

Contractor and City agree as follows:

1. Contractor agrees to endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition date of 1985. Contractor also agrees to require all contractors, subcontractors, and anyone else involved in any way with the project contemplated by this agreement to do likewise.
2. Any waiver of subrogation express or implied on the part of City to any party involved in this agreement or related documents applies only to the extent of insurance proceeds actually paid. City, having required that it be named as an additional insured to all insurance coverage required herein, expressly retains the right to subrogate against any party for sums not paid by insurance. For its part, Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors or others involved in any way with the project(s) contemplated by this agreement, to do likewise.
3. All insurance coverage maintained or procured by Contractor or required of others by Contractor pursuant to this agreement shall be endorsed to delete the subrogation condition as to City, or to specifically allow Contractor or others providing insurance herein to waive subrogation prior to a loss. This endorsement shall be obtained regardless of existing policy wording that may appear to allow such waivers.
4. It is agreed by Contractor and City that insurance provided pursuant to these requirements is not intended by any party to be limited to providing coverage for the vicarious liability of City, or to the supervisory role, if any, of City. All insurance coverage provided pursuant to this or any other agreement (express or implied) in any way relating to City is intended to apply to the full extent of the policies involved. Nothing referred to here or contained in any agreement involving City in relation to the project(s) contemplated by this agreement is intended to be construed to limit the application of insurance coverage in any way.
5. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of binders of coverage, or endorsements, or certificates of insurance, at the option of City, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at City option.
8. Contractor agrees to endorse, and to require others to endorse, the insurance provided pursuant to these requirements, to require 30 days notice to City and the appropriate tender prior to cancellation of such liability coverage and notice of any material alteration or non-renewal of any such coverage, and to require contractors, subcontractors, and any other party in any way involved with the project contemplated by this agreement to do likewise.
9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contractor or any subcontractor, is intended to apply first and on a primary non-contributing basis in relation to any other insurance or self insurance available to City.
10. Contractor agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Contractor agrees that all layers of third party liability coverage required herein, primary, umbrella and excess, will have the same starting and expiration date. Contractor agrees further that all other third party coverages required herein will likewise have concurrent starting and ending dates.
12. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance

required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

13. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to City.
14. For purposes of applying insurance coverage only, all contracts pertaining to the project will be deemed to be executed when finalized and any activity commences in furtherance of performance under this agreement.
15. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
16. Contractor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. The insurance shall include but not be limited to products and completed operations and discontinued operations, where applicable. Termination of this obligation is not effective until City executes a written statement to that effect.
17. Contractor agrees to waive its statutory immunity under any workers' compensation statute or similar statute, in relation to the city, and to require all subcontractors and any other person or entity involved in the project contemplated by this agreement to do likewise.
18. Requirements of specific coverage features are not intended as limitations on other requirements or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be all-inclusive.
19. Any provision in any of the construction documents dealing with the insurance coverage provided pursuant to these requirements, is subordinate to and superseded by the requirements contained herein. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. All liability coverage provided according to these requirements must be endorsed to provide a separate aggregate limit for the project that is the subject of this agreement and evidencing products and completed operations coverage for not less than two years after issuance of a final certificate of occupancy by all appropriate government agencies or acceptance of the completed work by City.
21. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
22. Contractor agrees to obtain and provide to City a copy of Professional Liability coverage for Architects or Engineers working on this project through Contractor. City shall determine the liability limit.

## SECTION 4. PROSECUTION AND PROGRESS

**4.01 BEGINNING OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES.** Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities," in Section 8-1.05 "Time" and in Section 8-1.10, "Liquidated Damages," of the Standard Specifications.

The Contractor shall begin work within 15 calendar days after the Notice to Proceed has been issued by the City of Seaside. This work shall be diligently prosecuted to completion before the expiration of **40 WORKING DAYS** beginning on the fifteenth calendar day after approval of the contract.

The Contractor shall pay liquidated damages to the City of Seaside, **the sum of \$1,500 per day, for each and every calendar day's delay** in finishing the work in excess of the number of working days prescribed above.

Upon written request of the Contractor, the Engineer will add one day to the contract completion date for each working day that in the judgment of the Engineer work cannot be performed to the specifications herein due to inclement weather conditions. The Contractor shall submit such delay request to the Engineer no later than 9:00 a.m. on the workday in question.

**4.02 PRECONSTRUCTION CONFERENCE.** Prior to or in conjunction with issuance of the Notice to Proceed, a preconstruction conference will be held for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, schedule, traffic control, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include major subcontractors.

At or before the preconstruction conference, submit to the Engineer a "letter of responsibility" on company letterhead indicating (1) the names and phone numbers of at least three different persons who shall be available to be contacted in case of emergency at any time during the term of the contract. (said persons must have decision-making authority within the company); and (2) the name and title of each of your officials who will be authorized to sign contract change orders, daily extra work reports, and the final pay estimate.

**4.03 SUBCONTRACTORS.** In the event that the bidder proposes to subcontract any portion of the work in an amount in excess of one-half of one percent (0.5%) of the total amount of bid, he shall complete the form included in the proposal showing the name and location of the place of business of each subcontractor and the portion of the work to be done by such subcontractor. The purchase of sand, gravel, crushed rock, batched concrete, aggregates, ready-mixed concrete and/or any other materials produced at and furnished from established and recognized commercial plants, together with the delivery of such materials to the site of the work by means of vehicles owned and operated by such plants or by recognized commercial hauling companies, shall not be considered as subcontracting under these special provisions.

**4.04 SCHEDULE.** A detailed progress schedule shall be submitted for approval at the scheduled pre-construction meeting. Schedule must comply with the requirements of Section 8-1.02 "Schedule" of the Standard Specifications.

**4.05 SUSPENSION OF CONTRACT.** Attention is directed to Section 8-1.13, "Contractor's Control Termination" of the Standard Specifications for requirements regarding suspension of contract.

**4.06 RESOLUTION OF CONSTRUCTION CLAIMS.** "Claim" means a separate demand by the Contractor for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, (3) an amount the payment of which is disputed by the City. This section applies to all public works claims of three hundred seventy-five thousand dollars [\$375,000] or less. For any claim subject to this section, the following requirements apply:

1. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
2. For claims of less than fifty thousand dollars the City shall respond in writing to any written claim within 45 days of receipt of the claim, or may request in writing within 30 days of receipt of the claim any additional documentation supporting the claim or relating to defenses or claims the City may have against the claimant.

If additional information is thereafter required, it shall be requested and provided pursuant to this section upon mutual agreement of the City and the Contractor. The City's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

3. For claims of over fifty thousand and less than or equal to three hundred seventy-five thousand dollars the owner shall respond in writing to all written claims within 60 days of receipt of the claim, or may request in writing within 30 days of receipt of the claim any additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this section upon mutual agreement of the City and the Contractor. The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
4. If the claimant disputes the owner's written response or the City fails to respond within the time prescribed, the claimant may so notify the City in writing either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.
5. If following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 [commencing with Section 900] and Chapter 2 [commencing with Section 910] of Part 3, Division 3.6, Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subsection (1) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

- (1) Within 60 days, but no earlier than 30 days, following the filing of response pleading, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
- (2) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 [commencing with Section 1141.10] of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986, Article 3 [commencing with Section 2016] of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

In addition to Chapter 2.5 [commencing with Section 1141.10] of Title 3 of Part 3 of the Code of Civil Procedure, [A] arbitrators shall, when possible, be experienced in construction law, and [B] any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

**4.07 MEASUREMENT AND PAYMENT.** Measurement and payment shall conform to the applicable provisions of Section 9 of the Standard Specifications, except as the referenced section is modified herein.

The City does not share costs. You are responsible for the entire cost of flagging and BMP maintenance.

**4.08 PROGRESS PAYMENTS.** Attention is directed to Section 9-1.16, "Progress Payments," of the Standard Specifications.

After acceptance of the contract pursuant to the provisions in Section 9-1.17, "Payment After Contract Acceptance," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

The City shall retain five percent of such estimated value of the work done as aforesaid as part security for the fulfillment of the contract by the Contractor, and shall pay monthly to the Contractor while carrying on the work the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract, or when, in his judgment, the total value of the work done since the last estimate amounts to less than Three hundred dollars. No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

The City of Seaside, by and through the appropriate officer or officers, may at its option and at any time retain out of any amounts due the Contractor sufficient to cover any unpaid claims provided that sworn statements of said claims shall have been filed in the office of the City Engineer.

No progress payments will be made for any materials on hand which are furnished but not incorporated in the work.

**4.09 FINAL PAYMENT.** Within fifteen days after the completion of the work, make a semi-final estimate in writing of the final quantities of work done under the contract and the value of such work and submit such estimate to the Engineer. The City will retain five percent of such estimated value of the work done and will pay to the Contractor the balance not retained as aforesaid after deducting therefrom all amount to be kept and all amounts to be retained under the provisions of the contract.

Within fifteen days after submission to the City of the semi-final estimate, submit to the Engineer your written statement of all claims for additional compensation due under the contract. Claim statements must comply with the requirements of Section 9-1.17D(2), "Claim Statement" of the Standard Specifications.

Upon your approval, or if you file no claims within said period of fifteen days, the Engineer will issue a final written estimate, and the City will pay you the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept or retained under the provisions of the contract. If you, within said period of fifteen days, file claims, the Engineer will then consider and investigate such claims, and will make such revision in the final quantities as he may find to be due, and will then make and issue a final written estimate. The City will pay the amount so found due, after deducting therefrom all previous payments and amounts to be retained under the provisions of the contract.

All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the performance of the contract and the amount of work done thereunder and compensation therefor, except in the case of gross error.

Payment on the final estimate shall not be due and payable in less than thirty-five days after the date of recording of the notice of completion in the county recorder's office.

The City, by and through the appropriate officer or officers may at its option and at any time retain out of any amounts due the Contractor sums sufficient to cover any unpaid claims provided that sworn statements or said claims shall have been filed in the Public Works Department.

Attention is directed to Section 5.06, "Prompt Payments," of these Special Provisions.

**4.10 CLEANUP.** Attention is directed to Section 4-1.13, "Cleanup," of the Standard Specifications. Ensure that all vehicles leaving the site area are in a condition so that no dirt or debris will be spilled upon the City's streets or highways. Full compensation for all cleanup work is considered included in the various contract bid items, and no additional payment will be made therefor.

**4.11 HOURS OF WORK.** The hours of construction shall be begin at 8:00 am and end at 5:00 pm Monday through Friday. No work except maintenance of the traveled way or maintenance of completed work shall be performed on Saturday, Sunday or legal holidays without prior written approval of the Engineer. Perform overtime and shift work only when approved by the Engineer. You must pay the City's costs for inspection and management of overtime and shift work.

**4.12 PUBLIC NOTIFICATION.** Prior to beginning work and during the course of the work, deliver notices to each business and resident adjacent to the project area, and to residents of adjacent streets that may have access restricted during construction. Submit notices and proposed delivery schedule for each at the pre-construction conference. Notices in English and Spanish shall be posted as door hangers at each address at least on month prior to the work and within two (2) weeks of restricting access. Notice must include a brief description of the work, estimated duration of access restriction, and names, email addresses and mobile phone numbers for Contractor' Project Superintendent and City contact representatives.

In addition to obtaining approval from the Seaside Police and Fire Departments in compliance with the Public Safety section of these special provisions, notify the United States Post Office (831.394.6329), Sand City & Seaside Waste Management (831.384.5000) and Monterey-Salinas Transit (831.899.2555) by telephone two workdays prior to implementing street and lane closures for this project.

Full compensation for providing public notification shall be considered as included in the contract lump sum price paid for "Mobilization," and no separate payment will be made therefor.

## SECTION 5. GENERAL

**5.01 LABOR NONDISCRIMINATION.** Comply with the requirements of Section 7-1.02(2) "Nondiscrimination," of the Standard Specifications.

**5.02 PREVAILING WAGE.** The general prevailing wage rates are determined by the Director of Industrial Relations, for the County of Monterey. Current prevailing wage rates can be found in "General Prevailing Wage Determinations made by the Director of Industrial Relations" (wage determinations) at the Division of Labor Statistics and Research, Prevailing Wage Unit, P. O. Box 420603, San Francisco, CA 94142, (415) 703-4774, or at DIRs website at <http://www.dir.ca.gov/>. These wage rates are not included in the Bid book for the project. Changes, if any, to the general prevailing wage rates will be available at the same location. The City will include a copy of the applicable State prevailing wage rates with the contract.

The Contractor will be required to maintain and distribute certified payroll records in compliance with Section 1776 of the California Labor Code. The Contractor shall register as specified in Labor Code section 1771.1(a). The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations in accordance with Labor Code sections 1725.5 (contractor registration requirements and criteria), 1771.1 (requirement to register as a condition to bid or work on public works), and 1771.4 (project compliance monitoring).

The labor surcharge, equipment rental rates, and the delay factors for each classification of equipment are listed in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates."

**5.03 PUBLIC SAFETY.** The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications and these special provisions.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

- A. Excavations--The near edge of the excavation is 12 feet or less from the edge of the lane, except:
  - 1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
  - 2. Excavations less than 1 foot deep.
  - 3. Trenches less than 1 foot wide for irrigation pipe or electrical conduit, or excavations less than 0.3-m in diameter.
  - 4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
  - 5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical: horizontal).
  - 6. Excavations protected by existing barrier or railing.
- B. Temporarily Unprotected Permanent Obstacles--The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- C. Storage Areas--Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.04, "Public Safety," of the Standard Specifications, shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 1 foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15 feet minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

| Approach Speed of Public Traffic (Posted Limit)<br>(Miles Per Hour) | Work Areas                                                |
|---------------------------------------------------------------------|-----------------------------------------------------------|
| Over 45 Miles Per Hour                                              | Within 6 feet of a traffic lane but not on a traffic lane |
| 35 to 45 Miles Per Hour                                             | Within 3 feet of a traffic lane but not on a traffic lane |

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

In addition to any other measures pursuant to the provisions of Section 7-1.04, "Public Safety," of the Standard Specifications, your attention is directed to the following special provisions. Maintain access to all fire hydrants within the project area to the satisfaction of the Seaside Fire Department. Obtain their written approval prior to using any hydrant within the City of Seaside.

Make provisions for the safe passage of pedestrians around the area of work at all times.

Construction is within City owned right-of-way, and you must make provisions for the safe passage of public traffic through the necessary portions of the work at all times, unless full closure of the right-of-way is required and authorized by the Engineer.

Maintain access to adjacent parking areas by motor vehicles at all times, and make provisions for the safe passage of pedestrians around walkway and parking areas at all times.

Prior to the closure of any portion of a street, written approval shall be obtained from the Seaside Fire Department (831.899.6790), the Seaside Police Department (831.899.6280), and the Engineer. Fire and Police Departments shall immediately be notified when such street is reopened. Keep the City police and fire departments informed of obstructions in either public or private roads caused by reason of your operations.

Comply with the California MUTCD for all items related to traffic control.

The fact that rain or other causes, either within or beyond your control, may force suspension or delay of the work shall in no way relieve you of responsibility for maintaining traffic through the project and providing local access as specified herein. At all times, keep on the job such materials, force, and equipment as may be necessary to keep roads, streets, and driveways within the project open to traffic and in good repair, and expedite the passage of such traffic, using such force and equipment as may be necessary.

Should you fail, in the opinion of the Engineer, to provide all the materials, force, and equipment necessary to maintain traffic through the work as set forth herein, the City, upon the recommendation of the Engineer, may take steps necessary to suspend the contract. The City may then, upon such suspension, cause such work as may be necessary to maintain traffic to be done and may charge same against you and your sureties.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the Engineer public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order.

**5.04 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES.** Comply with the requirements of Section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

Contractor shall take appropriate action in accordance with all guidelines and policies applicable to this work associated with the Code of Federal Regulations (CFR), Environmental Protection Agency (EPA), National Institute for Occupational Safety and Health (NIOSH), and the Occupational Safety and Health Administration (OSHA) to protect employees and public. Contractor shall submit a written Plan describing sequence of demolition and description of measures to protect employees and public and prevent contamination from entering the environment. Plan shall include air monitoring during relevant phases of demolition and post construction performed by an individual qualified to conduct air sampling.

If delay of work in the area delays the current controlling operation, you will be compensated for the delay in conformance with the provisions in Section 8-1.07, "Delays," of the Standard Specifications.

**5.05 SUBCONTRACTING.** Comply with the requirements of Section 5-1.13, "Subcontracting" of the Standard Specifications. The Contractor shall perform, with the Contractor's own organization, contract work amounting to not less than 50 percent of the original total contract price, except that any designated "Specialty Items" performed by subcontract may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with the Contractor's own organization. Attention is also directed to Section 2, "Proposal Requirements and Conditions," Section 3, "Award and Execution of Contract," elsewhere in these Special Provisions. A sheet for listing the subcontractors is included in the proposal.

**5.06 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.** The City of Seaside shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency

## **SECTION 6. NOT USED**

## SECTION 7. MATERIALS

**7.01 SOURCE OF SUPPLY AND QUALITY OF MATERIALS.** All materials required to complete the work under the attached contract shall be furnished by the Contractor unless otherwise specified. Upon approval of the contract, the Contractor shall notify the Engineer of the proposed source of supply of all materials to be used in the work, and shall furnish samples of such materials as may be required by the Engineer for testing.

At the request of the Engineer, the Contractor shall submit manufacturer/supplier certificates of compliance for any or all materials used in the construction of the project. If certification is so requested, said certificates must be reviewed and accepted in writing by the Engineer prior to any use or installation of the material on the project.

**7.02 TRADE NAMES AND ALTERNATIVES.** Attention is directed to Section 6-1.05, "Specific Brand or Trade Name and Substitution," of the Standard Specifications.

Requests for substitutions will be considered only if received within 10 calendar days from the date of award. Requests received after this period may be accepted or rejected at the discretion of the Engineer.

Prepare and submit each request for substitution to the City in accordance with the procedures for submittals. Provide the following additional information:

1. An explanation of the advantages to the City for accepting the substitution.
2. A comparison of significant qualities of the proposed substitution with those specified.
3. When the substitute equipment or material necessitates changes to or coordination with any portion of the work, include drawings and details showing all such changes. You must perform these changes as a part of any acceptance of substitute material or equipment.
4. A statement indicating the substitution's effect on the construction schedule compared to the construction schedule without acceptance of the substitution. Indicate the effect of the proposed substitution on overall contract time.
5. Cost information, including a proposal of the net change, if any, in the Contract Sum.
6. Certification that the substitution is equal to or better in every respect to that required by Contract Documents, and that it will perform adequately in application indicated. Include Contractor's waiver of rights to additional payment or time extensions that may be necessary because of the substitution's failure to perform adequately.

Substitution requests will be considered by the Engineer when the following conditions are satisfied, as determined by the Engineer; otherwise, requests will be returned without action except to record noncompliance with these requirements.

1. Extensive revisions to Contract Documents are not required.
2. Proposed changes are in keeping with the general intent of Contract Documents.
3. The request is timely, fully documented and properly submitted.
4. The specified product or method of construction cannot be provided within the specified Contract Time. The request may not be considered if the product or method cannot be provided as a result of failure of the Contractor to pursue the work promptly or coordinate activities properly.
5. A substantial advantage is offered the City, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the City may be required to bear. Additional responsibilities for the City may include additional compensation to the Consulting Engineer/Architect for redesign and evaluation services, increased cost of other construction by the City or separate contractors, and similar considerations.
6. The specified product or method of construction cannot receive necessary approval by a regulatory agency, and the requested substitution can be approved.
7. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the compatibility.
8. The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.
9. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution can provide the required warranty.

Submittal of shop drawings, product data or samples that do not comply with the Contract Documents does not constitute a valid request for substitution, nor does it constitute acceptance of a substitution.

The Engineer will notify the Contractor of acceptance or rejection of the proposed substitution within 28 calendar days of receipt. If a decision on use of a substitute cannot be made within these time limits, the product originally specified shall be used.

No extension of contract time will be allowed through your failure to either transmit requests for substitution sufficiently in advance of

the work, or on account of processing time outside the time limits noted above.

Should the originally specified materials not be available within the specified contract time due to your failure to order and obtain such materials, you are responsible to provide, install and maintain a temporary "equal" material as approved by the City, and for replacing such temporary material with the required product upon availability. You are responsible for all costs associated with the installation, maintenance, and removal of the temporary product and the installation of the specified product, including an extended one year warranty to cover the final product installed. Sufficient funds to cover the purchase and installation of the specified product will be withheld until such work has been completed and accepted by the City.

The use of any material or equipment so offered will be permitted only after written acceptance of the Contractor's offer by the Engineer. Such acceptance by the Engineer shall not relieve the Contractor from full responsibility from the efficiency, sufficiency, and quality, and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified in the Contract Documents.

**7.03 SUBMITTALS.** This section supplements the requirements of section 5-1.23, "Submittals" of the Standard Specifications.

All submittals must be electronic.

Accompany submittals with a transmittal form. Use a separate form for each item, class of material, equipment, and for items specified in separate specification sections. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are functionally related such that expediency indicates checking or review of the group or package as a whole. Assign a sequential number to each submittal and note the number on the transmittal form accompanying each item submitted.

Submittal numbers shall have the following format:

XX.YY (NN-N.NN)

Where:

XX = the sequential submittal number

YY= the sequential number of the submittal ("01" for the first submittal, "02" for the second submittal, etc.)

(NN-N.NN) identifies the specification section number that requires the submittal.

For example, if the twelfth submittal made is the quality control plan for sign panels, as required by section 56-2.01A, the initial submittal would be 12.01 (56-2.01A). If a re-submittal were required, it would be 12.02 (56-2.01A).

In general, allow 10 working days for Engineer's review of submittals. Allow 20 working days for Engineer's review of submittals that include shop drawings or calculations.

## SECTION 8. OTHER REQUIREMENTS

**8.01 GENERAL.** Section 8 includes specifications for miscellaneous project-specific work, and bid item descriptions.

**8.03 PROJECT APPEARANCE.** The Contractor shall maintain a neat appearance to the work. In any area visible to the public, the following shall apply, at no additional cost to the City:

When practicable, broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. No stockpiling is allowed.

**8.04 WORK SEQUENCING.** Work sequencing shall conform to the provisions in Section 10-1.02, "Work Sequencing," of the Standard Specifications, the plans, and these special provisions.

The Contractor's sequence of construction operations shall provide for the maintenance of full and uninterrupted utility services, except that minor planned interruptions of utility services may be permitted, with prior written approval of the Engineer. The Contractor shall submit to the City a written notice of the intent to disrupt services at least ten days prior to the planned disruption. Said notice shall specify the dates and time, nature of the service disrupted, and a complete list of properties affected. It shall be the Contractor's responsibility to notify occupants of properties affected of any services interruptions and to coordinate the work necessitating the interruption with the appropriate owners, or their authorized agents, of the utilities involved. Approval by the Engineer to disrupt services shall be in no way relieve the Contractor of his responsibility for damage or preservation of property as specified in Section 5-1.36, "Property and Facility Preservation" and Section 5-1.39, "Damage Repair and Restoration" of the Standard Specifications.

Sequence work in accordance with the "Stage Construction and Traffic Handling Plan" found in the plans.

**8.05 DUST CONTROL.** Control the dust resulting from construction of this project regardless of whether it is the result of your operations or caused by public traffic only.

**8.06 WATERING.** The application of water for dust control, landscaping, and other uses shall conform to Section 10-6 and applicable sections of the Standard Specifications, these special provisions, and as directed by the Engineer. Provide all the water required to perform any operations and work under this Contract.

**8.07 OBSTRUCTIONS.** Attention is directed to Section 5-1.36, "Property and Facility Preservation" of the Standard Specifications. Section 1540(a) 1 of Construction Safety Orders (Title 8) California Administrative Code, Section 1540 states:

"Prior to opening any excavation, effort shall be made to determine whether underground installations i.e., sewer, water fuel, electric lines etc., will be encountered and, if so, where such underground installations are located. When the excavation approaches the approximate location of such installation, the exact location shall be determined by carefully probing or hand digging; and, when it is uncovered, adequate protection shall be provided for the existing installation. All known owners of underground facilities in the area concerned shall be advised of proposed work at least two working days prior to start of actual excavation."

Contractor shall make the effort to determine the exact locations of the underground installations.

No extra payment will be allowed for the removal, replacement, repair, or possible increased cost caused by inadvertent or planned interception and breaking of underground obstructions which may exist.

Attention is directed to the existence of certain underground facilities that may require special precautions be taken by you to protect the health, safety and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 6 inches in diameter or pipelines operating at pressures greater than 60 psi (gage); underground electric supply system conductors or cables, with potential to ground of more than 300 volts, either directly buried or in duct or conduit which do not have concentric grounded conductors or other effectively grounded metal shields or sheaths. If such facilities are not located on the plans in both alignment and elevation, no work shall be performed in the vicinity of said facilities, except as provided herein for conduit to be placed under pavement, until the owner, or his representative, has located the facility by potholing, probing, or other means that will locate and identify the facility. Any conduit to be installed under pavement in the vicinity of such facilities shall be placed by the trenching method as specified.

You are responsible for the protection of utility facilities and services. Rearrangement of underground utilities may be required at various locations. You are not liable to the various utility owners nor to the City of Seaside for the cost of utility rearrangements. You must:

- (1) Coordinate the efforts of the utility owners in identifying all possible points of conflict between existing underground utilities and improvements to be constructed under this Contract, and
- (2) Coordinate your construction activities with the utility owners to expedite the rearrangement of existing underground utilities as necessary to construct the improvements as shown on the plans.

If utility conflicts exist when you start construction, be prepared to schedule your work around these conflicts. While you will be granted time extensions without penalty for utility delays if such delays impede your overall progress, no extra payment will be made for utility delays.

Notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure.

**8.08 MAINTAINING TRAFFIC.** Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and 12, "Temporary Traffic Control," of the Standard Specifications and to the Section 5.03, "Public Safety" in these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.04. Lane closures shall conform to the provisions in section 12 of these special provisions.

At the pre-construction meeting, submit Traffic Control Plan(s) conforming to the *California MUTCD*, Part 6 "Temporary Traffic Control," and the requirements of these Special Provisions for acceptance by the Engineer.

Notify local authorities of your intent to begin traffic control work at least 5 working days before work is begun. Cooperate with local authorities relative to handling traffic through the area and make your own arrangements relative to keeping the working area clear of parked vehicles.

You bear the entire cost of flagging, including furnishing all flaggers, stands, towers and the transportation of flaggers. .

The provisions in this section shall in nowise relieve you from your responsibility for providing for the safety of the public as provided in said Section 7-1.04 nor relieve you from your responsibility for damage as provided in Section 5-1.39, "Damage Repair and Restoration "

If not otherwise specified, whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed where directed by the Engineer.

The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays, after 3:00 p.m. on Fridays and the day preceding designated legal holidays, and when construction operations are not actively in progress.

Designated legal City holidays are: New Year's Day, Dr. Martin Luther King's Birthday, President's Day, Cesar Chaves Day Observed, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day Following Thanksgiving Day, Day before and Christmas Day. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11th falls on a Saturday, the preceding Friday shall be a designated legal holiday.

Unless otherwise specified, provide a minimum of one paved traffic lane for each direction of travel, not less than 10 feet wide, for use by public traffic.

**8.09 COOPERATION.** In the event construction is under way by other forces or by other contractors within or adjacent to the limits of the work specified, cooperate with the other contractors or other forces to the end that any delay or hindrance to their work will be avoided. Each contractor shall be responsible to the other for damage to work, to persons or property caused to the other by their operations, and for loss caused the other due to unnecessary delays or failure to finish the work within the time specified for completion.

**8.10 DESCRIPTIONS OF BID ITEMS.** Attention is directed to Section 9-1.03, "Payment Scope," of the Standard Specifications. The project area is as shown in the contract documents in the City of Seaside. The unit and lump sum prices paid shall be full compensation for completing the contract, and shall include all labor, materials, equipment, taxes and incidentals for a complete job, and no separate or additional compensation shall be made therefor. Payment of all the following

items shall be for actual materials installed on the job and for actual work accomplished. The scope of work for each item shall include, but shall not be limited to:

## **SECTION 9. BID ITEM DESCRIPTION**

### **9.01 BASE BID - ITEMIZED BELOW AS SPECIFIED BY THE PROJECT**

#### **Bid Item 1. Mobilization**

The lump sum price paid for "**Mobilization**" shall be considered as full compensation for mobilization as specified herein, including but not limited to notifications, project records and documents, obtaining all required permits, licenses, and paying all fees, moving on the site any equipment required for the operations, preparatory work, coordination and cooperation, inquiring information about other anticipated projects in the project areas and coordination to minimize delays, project meetings, developing construction water supply, providing on-site sanitary facilities, developing a temporary construction staging area, subcontractor insurance and bonds, Contractor insurance and bonds, demobilization and all other mobilization work, and no additional payment shall be allowed therefor.

#### **Bid Item 2. Traffic Control System**

The contract lump sum price paid for "**Traffic Control System**" shall include full compensation for furnishing all labor, including traffic control supervision, materials (including signs and barricades), flaggers, tools, equipment and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of traffic control system including all lane closures necessary for any activities during the life of the project and as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed therefor.

All flagging costs will be paid as part of "Traffic Control" in lieu of provisions in Section 12-1.03, "Flagging Costs," of the Standard Specifications.

Furnishing and installing funding signs as shown on the plans, as specified in these special provisions, and as directed by the Engineer is paid as part of "Traffic Control" and no additional compensation will be allowed therefor.

#### **Bid Item 3. Water Pollution Control**

"**Water Pollution Control**" will be paid for as a lump sum. Payment will be made according to Section 13-2.04 of the Standard Specifications, with 75% of the item total paid upon authorization of the WPCP and the final 25% of the item paid upon project acceptance.

#### **Bid Item 4. Lead Compliance Plan**

"**Lead Compliance Plan**" is paid as lump sum on submission of final Lead Compliance Plan.

Full compensation for removal and disposal of yellow traffic stripe and markings shall be considered as included in the contract price for the various bid items and no separate payment will be made therefor.

#### **Bid Item 5. Base Failure Repair (4 inches)**

"**Base Failure Repair (4 inches)**" is measured and paid per square foot and shall be considered as full compensation for furnishing all labor, equipment, materials, including HMA and tack coat, tools, equipment, transportation, and incidentals; and for performing all of the work involved as detailed in the Standard Specifications, these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed therefor. No adjustment to bid price shall be made due to oil price fluctuation.

You will receive no additional payment for base failure repair beyond the area marked out by the Engineer due to availability or limitations of your equipment.

Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply to this bid item.

#### **Bid Item 6. Slurry Seal (Type II)**

The contract price paid per square yard for "**Slurry Seal (Type II)**," shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in sealing cracks, complete in place, as specified

in the State Standard Specifications and these special provisions, and as directed by the Engineer.

Fiber reinforcement shall be considered as included in the contract price of the bid item and no additional compensation will be allowed therefor.

Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply to this bid item.

#### **Bid Item 7. Crack Seal**

The contract price paid per linear foot for “**Crack Seal**,” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in sealing cracks, complete in place, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply to this bid item.

#### **Bid Item 8. Remove Concrete**

The contract price paid per square foot for “**Remove Concrete**” shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing all of the work involved for removal and disposal of existing concrete curb, gutter, sidewalk, driveway, and other concrete features as detailed in the Standard Specifications, these Special Provisions, and the plans.

Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply to this bid item.

#### **Bid Items 9 and 10. Minor Concrete**

The contract price paid for various concrete improvements under **Minor Concrete** shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing all work involved as detailed in the Standard Specifications, these Special Provisions, and the plans and typical sections.

The price for Minor Concrete bid items includes subgrade preparation, furnishing, placing and compaction of aggregate base, all costs associated with incidental work such as construction staking, the cost of restoring adjacent pavement and backfilling the adjacent area with native material to accommodate curb ramp as shown on plans shall be included in the unit cost of the work and no additional compensation will be allowed therefor. Hot Mix Asphalt used for the HMA plug adjacent to concrete curbs is paid as part of the respective bid item and no additional compensation will be allowed therefor.

Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply.

#### **Bid Items 11 Thru 22. Pavement Marking and Striping**

Payment for traffic striping layout and placement of temporary tabs will be included in the unit price bid for each striping detail and no additional compensation will be allowed therefor.

Measurement and payment for traffic striping, characters, arrows, pavement markers, raised pavement markers and reflective pavement markers shall be paid on a unit cost basis as identified in the Bid Schedule.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved with placing thermoplastic or painted pavement stripes and markings, including pavement markers, as specified in these Special Provisions, as shown on the plans and as directed by the Engineer, shall be considered as included in the contract lineal foot price for Thermoplastic or Painted Striping of the various kinds identified in the Bid Schedule, and the contract square unit price for Thermoplastic or Painted Markings, as identified in the Bid Schedule, and no additional compensation will be allowed.

Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply.

## **SPECIAL PROVISIONS VOLUME II - TECHNICAL SPECIFICATIONS**

### **10.01 MOBILIZATION**

Refer to California Public Contracts Code §10104 for Mobilization requirements, Section 1-1.07B of the Standard Specifications for the definition of Mobilization and Section 9-1.16D of the Standard Specifications.

Mobilization includes preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site, for the establishment of all offices, staging areas and other facilities necessary for work on the project, and for all other work and operations which must be performed or costs incurred prior to beginning work on the various items on the project site.

The contractor shall photograph or video the entire site(s), and each existing improvement prior to construction.

Note that the City has not provided a laydown area for the Contractor. The Contractor shall be responsible for establishing a laydown area.

Contractor shall document all design changes and prepare red lined plans representing the finished field conditions.

On completion of the work, the Contractor shall clean all portions of the project area. This work includes removing all debris, street sweeping, clearing Underground Service Alert marks, and power washing sidewalks.

### **10.02 TRAFFIC CONTROL SYSTEM**

Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," 12, "Temporary Traffic Control," of the Standard Specifications, Section 5.03 "Public Safety" and Section 8.08 "Maintaining Traffic" of these special provisions.

All traffic control will be provided by the Contractor. Nothing in these Special Provisions shall be construed as relieving the Contractor from his/her responsibility as provided in said Section 7-1.03.

Any deviation in traffic control from the references mentioned above will not be allowed unless advance written approval is granted by the Engineer. Minor deviations from the traffic requirements of this section, which do not significantly change the cost of the work, may be permitted upon the written request of the Contractor, if in the opinion of the Engineer public traffic will be better served and work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order.

Contractor shall provide all markers, signs, delineators, barricades, portable flashing beacons, flaggers, etc. necessary to ensure the safe passage of traffic through the work zone.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

The Traffic Control System shall be placed, maintained and removed under the direct supervision of a person who is certified by either the Institute of Transportation Engineers (ITE), the American Traffic Safety Services Association (ATSSA), the International Municipal Signal Association (IMSA) or the State of California Department of Transportation (Caltrans) as having successfully completed training in the design and operation of work zone traffic control.

The Contractor shall designate in writing the person who shall have the responsibility for supervising the activities associated with the Traffic Control System. Traffic Control Plan as per Section 7-1.04 Public Safety, along with proof of certification, shall be submitted in writing at the Preconstruction meeting to the Engineer for approval. Any changes to plan, shall be provided to the Engineer for his approval, two (2) working days in advance of any planned activity, which requires traffic control.

### **10.03 CONSTRUCTION AREA SIGNS**

Construction area signs shall be furnished, installed, maintained, and removed, when no longer required, in accordance with the provisions in Section 12, "Temporary Traffic Control," of the Standard Specifications and these Special Provisions.

The Contractor shall notify the appropriate regional notification center for operations of subsurface installations at least two (2)

working days, but not more than fourteen (14) calendar days, prior to commencing any excavation for construction area sign posts.

All excavations required to install construction area signs shall be performed by hand methods without the use of power equipment.

The location for each sign shall be approved in advance by the Engineer. Signs shall be mounted on 4" x 4" new wood posts, 7' above grade. The required size of each of the signs shall be 36" x 36" for W20-1, "Road Work Ahead," and 48" x 48" for G20-2, "End Road Work." The sign panels for all construction area signs, including temporary signs, shall conform to Section 12-3.11 of the Standard Specifications.

#### **10.04 CLEARING AND GRUBBING**

Clearing, Grubbing and Removals shall conform to the provisions of Section 17-2 "Clearing and Grubbing" of the State Standard Specifications and these Special Provisions. Clearing, Grubbing and Removals shall consist of thoroughly sweeping and cleaning surfaces prior to resurfacing, removal and disposal of raised pavement markers, existing weeds, brush, or other objectionable material in or along the edge of areas to receive work.

Contractor shall keep existing streets free from dirt and debris at all times. Contractor shall be prepared to sweep surfaces immediately at the request of the Engineer should he deem it is necessary for safety of public and to avoid damage to properties.

When required, existing thermoplastic pavement markings shall be removed in accordance with Section 84-9 "Existing Markings" of the State Standard Specifications and all applicable state laws and regulations.

Existing pavement markers shall be removed in accordance with Section 81-8.03B of the State Standard Specifications.

Contractor shall trim overhanging limbs that may be in conflict with paving and other construction activities. Tree, roots, and bush pruning shall be performed per recommendations from a certified arborist and in accordance with "Pruning Standards," published by the Western Chapter of the International Society of Arboriculture. The certified arborist shall be approved in advance by the Engineer, and all pruning shall be done as directed by the Engineer and in the presence of the Engineer.

Contractor shall remove existing landscaping (hard and soft) which is in conflict with the new improvements.

Full compensation for complying with the provisions of this section shall be considered as included in the contract price for the various bid items and no separate payment will be made therefor.

#### **10.05 WATER POLLUTION CONTROL**

Refer to Section 13-2 of the Standard Specifications for requirements related to development and implementation of a Water Pollution Control Program. The soil disturbance area is less than 1 acre and is therefore exempt from the General Construction Storm Water Permit (Water Quality Order 99-08-DWQ). Refer to Section 13-4 for Job Site Management requirements, Section 13-5 for Temporary Soil Stabilization, Section 13-6 for Temporary Sediment Control, Section 13-7 for Temporary Tracking Control, and Section 13-9 for Temporary Concrete Washouts.

You are responsible for penalties assessed or levied on you or the City as a result of your failure to comply with the provisions in this section "Water Pollution Control," including, but not limited to, compliance with the applicable provisions of the Manuals, and Federal, State, and local regulations and requirements as set forth therein. Notwithstanding any other remedies authorized by law, the City may retain money due to you under the contract, in an amount determined by the City, up to and including the entire amount of Penalties proposed, assessed, or levied as a result of your violation of the Federal or State law, regulations or requirements.

#### **10.06 LEAD COMPLIANCE PLAN**

Yellow thermoplastic and yellow paint traffic stripe exist along the length of the project. Residue produced when yellow thermoplastic and yellow paint are removed may contain heavy metals in concentrations that exceed thresholds established by the California Health and Safety Code and may produce toxic fumes when heated. The existing pavement markings must be tested for lead content. If the evaluation indicated elevated levels of lead and chromium, residue from the removed markings must be treated as a hazardous waste, and must be handled and disposed of in accordance with the requirements outlined below.

Prepare and submit a Lead Compliance Plan in accordance with Section 7-1.02K(6)(j)(iii) of the Standard Specifications. Before submission to the Engineer, the Lead Compliance Plan must be approved by an Industrial Hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene. The Plan must be submitted to the Engineer at least 7 days prior to beginning removal of yellow thermoplastic and yellow paint. Perform all removal work according to the Plan.

The removed yellow thermoplastic and yellow paint must be disposed of at a Class 1 disposal facility or a Class 2 disposal facility permitted by the Regional Water Quality Control Board in conformance with the requirements of the disposal facility operator within 5 days after accumulating 220 pounds of residue and dust.

Where grinding or other methods approved by the Engineer are used to remove yellow thermoplastic and yellow painted traffic stripe, the removed residue, including dust, must be contained and collected immediately. Sweeping equipment must not be used. Collection must be by a high efficiency particulate air (HEPA) filter equipped vacuum attachment operated concurrently with the removal operations or other equally effective methods approved by the Engineer.

## **10.07 BASE FAILURE REPAIR**

### **General:**

Refer to Section 39, Hot Mix Asphalt, of the Standard Specifications.

If the proposed rehabilitation for a street is Mill and Overlay treatment, pavement shall be cold planed to the recommended thickness prior to identifying locations of base failure repair. Prior to beginning any work on the base repairs, the Contractor shall arrange for and conduct a field review of each base repair location with the Engineer. The Engineer determines the exact limits of base failure repair. The minimum width of roadway section to be removed shall not be less than 4 feet unless otherwise noted on the plans.

### **Materials:**

HMA for pavement failure repair must be Type A.

Asphalt binder for the HMA must be PG 64-10. The minimum asphalt binder content must be 5.0 percent. If you request and if authorized, you may reduce the minimum asphalt binder content.

The aggregate for the HMA must comply with the 3/4-inch HMA Types A and B grading.

### **Construction:**

Place base failure repair under the Method construction process in Section 39-3.

Provide flaggers and/or traffic control to allow the Engineer to mark out base failure areas.

Remove existing roadway section by grinding with a milling machine capable of cutting to a neat line. Do not damage any pavement that is to remain in place. Minimize the disturbance of materials to be left in place during removal or roadway sections. Remove failed pavement and base rock to the required depth, then grade, water, and thoroughly compact the material remaining in place to a minimum of 95% relative compaction.

Dispose of removed material.

Apply tack coat to the bottom base rock and all vertical surfaces of the existing roadway section within the base failure repair area. Follow the "Tack Coat Application Rates for HMA" table in Section 39-2.01C(3)(f) of the Standard Specifications, using "Planed pavement".

The surface must be:

1. Textured uniformly
2. Compacted firmly
3. Without depressions, humps, and irregularities

If the base is excavated beyond the specified plane, replace it with HMA. The Department does not pay for this HMA. Damage to pavement which is to remain in place shall be repaired to a condition satisfactory to the Engineer, or the damaged pavement shall be removed and replaced with new HMA if ordered by the Engineer. Repairing or removing and replacing pavement damaged outside the limits of pavement to be reconstructed shall be at the Contractor's expense.

The HMA in the base failure areas shall be placed on the same day as the removal. The HMA shall be placed and compacted in two lifts unless shown otherwise on the plans. Complete base failure repair prior to opening to traffic under Section 12-4 "Maintaining Traffic" of these special provisions.

Existing utilities:

Existing utilities located within areas designated for base repair shall be protected-in-place unless directed otherwise by the engineer.

Survey Monuments that are damaged, destroyed or disturbed due to contractors negligence shall be restored in place at the contractors expense.

The Contractor shall ensure that the existing survey monuments are preserved in full compliance with California Business and Professions Code, Chapter 15, 8771. To comply with this Section, the Contractor shall engage the services of a Licensed Land Surveyor.

Payment for protecting existing utilities shall be considered as included in the cost of the various items of work shown on the Bid Proposal and no additional compensation will be allowed therefor.

**10.08 HOT MIX ASPHALT**

**General:**

This work includes producing and placing hot mix asphalt (HMA) Type A.

Comply with Section 39, "Hot Mix Asphalt," of the Standard Specifications except as modified herein.

SUBMITTALS

Submit JMF information on Form CEM-3511 and Form CEM-3512. Submit Form CEM-3513 for mixes that have been verified within last 12 months. For unverified mixes, coordinate mix verification with Engineer.

Submit Quality Control Plan that conforms to the current Caltrans Quality Control Plan Review Checklist for Hot Mix Asphalt. Allow 20 calendar days for review.

**Materials:**

The grade of asphalt binder mixed with aggregate for HMA Type A must be PG 64-10.

The aggregate for HMA Type A must comply with the 3/8" gradation for leveling course, 1/2" gradation for the final lift and 3/4" gradation for the lower lifts and base repair areas as shown on the plans.

The tack coat shall be emulsified asphalt of grades RS1, RS2, SS1, or SS1h, conforming to Section 94, 'Asphaltic Emulsions', of the Standard Specifications.

**Construction:**

Surface Preparation

This work consists of preparing the existing street surface prior to the commencement of paving. Such work shall include compacting and removing loose and broken asphalt concrete pavement and foreign material as specified in the Standard Specifications and these Technical Provisions, and as directed by the Engineer.

Sampling

The Owner's Engineer will have the right to obtain samples of all materials to be used in the work and to test such samples for the purpose of determining specification compliance. The Owner reserves the right to obtain said samples at the point of delivery and/or at the point of manufacture. The Owner shall also have the right to inspect sources of materials to be used in the work to determine workmanlike procedures used by the materials supplier. The contractor shall facilitate the sampling process.

Transportation and Placement

The asphalt concrete shall be delivered in a thoroughly blended condition and shall be spread by an asphalt paving machine in such a manner as to avoid segregation during the placing operations. Areas inaccessible to spreading and compaction equipment may be paved by such methods as may be approved by the Owner's Engineer. Initial rolling shall be performed immediately after placement. No asphalt concrete is to be placed when the atmospheric temperature is below 50 degrees Fahrenheit.

## EQUIPMENT

### Paving Machine

Asphalt pavers shall be mechanical spreading and finishing equipment, provided with a screed or strikeoff assembly capable of distributing the material to not less than eight (8) feet. Screed action shall include any cutting, crowding or other practical action which is effective on the mixture without tearing, shoving, or gouging, and which produces a surface texture of uniform appearance. The screed shall be adjustable to the required section and thickness. The paver shall be provided with a full width roller or tamper or other suitable compacting devices. Pavers that leave ridges, indentations or other marks in the surface shall not be used unless the ridges, indentations or other marks are eliminated by rolling or prevented by adjustment in operations.

### Compaction Rollers

The Contractor shall furnish equipment capable of producing the required compaction. Vibratory rollers shall be double steel drum and have adjustable amplitude settings.

### Hand Equipment

Sufficient vibraplates and hand tampers shall be provided to assure their immediate availability when placing asphalt concrete around planters, inside corners, or irregular areas. Torches for heating cold joints or making repairs shall be available during every paving operation. Lack of such hand equipment shall be cause to prevent paving from starting or continuing.

### Tack Coat

The work to be performed shall consist of furnishing and applying tack coat in conjunction with asphalt concrete overlays and other asphalt concrete paving work.

Tack coat shall be emulsified asphalt of grades RS1, RS2, SS1, or SS1h, conforming to Section 94, 'Asphaltic Emulsions', of the Standard Specifications.

The tack coat shall not be applied until the preparation of the existing surface has been completed, and then only so far in advance of placing the asphalt concrete as permitted by the Engineer. Preparation of the surface shall be performed as described in these Technical Provisions. No tack coat shall be left exposed overnight. Immediately in advance of placing the asphalt concrete, additional tack coat shall be applied as directed by the Engineer to areas where previously applied tack coat has been destroyed or otherwise rendered ineffective, and no additional compensation will be allowed for such work.

Tack coat shall be applied to all vertical surfaces of existing pavement, curbs, gutters, and construction joints, against which additional material is to be placed, to a new or old pavement to be overlaid, and to other surfaces as designated by the Owner's Engineer. Shields for protecting curb faces shall be provided and used during tacking of curb faces. The Contractor shall protect concrete surfaces that are not to be paved against from tack coat spray or splash. Any tack coat more than one inch above the paving surface shall be removed by power washing or other means.

The Engineer will determine if the pavement is sufficiently dry for the application of the tack coat. Tack coat shall not be applied when the temperature of the surface to be tacked is below 40 degrees Fahrenheit in the shade.

## WORKMANSHIP

### Finished Surface

The completed surfacing shall be thoroughly compacted, smooth, and free from ruts, humps, depressions, irregularities, rock pockets, excessive coarse aggregate, and roller marks.

Any ridges, indentations, or other objectionable marks left in the surface of the asphalt concrete shall be eliminated by rolling or other means. The use of any equipment that leaves ridges, indentations, or other objectionable marks in the asphalt concrete shall be discontinued.

The Contractor shall provide sufficient manpower and manual compacting equipment to perform all handwork compaction in unison with the initial compaction rolling. If the handwork compaction begins to lag for whatever reason, the Contractor shall cease paving operations until the handwork compaction is caught up with the rest of the paving operation.

Areas of hand work at joints and miscellaneous structures shall match the smooth surface texture of all other areas of the new pavement. Any areas which have a rough surface texture shall be reworked with heat and asphalt concrete fines shall be placed. Coarse aggregate removed during raking shall not be returned to the finished mat surface. Such coarse aggregate may be returned to the hopper of the paving machine or spread immediately in front of the paver. Cold coarse aggregate shall not be reused, but discarded.

Finished areas of asphalt concrete adjacent to concrete drainage facilities shall be placed in such a manner that the finished surface is no greater than 1/4 inch higher than the facility and no lower than flush with the facility.

#### Cold Joints

The contractor shall heat by torch or other acceptable methods paving joints which do not receive an adjacent pass within 3 hours of placement. If the cold joint goes unpaved against overnight, the contractor shall heat the joint and place tack coat prior to placing the adjacent pass. Longitudinal pavement joints shall be on, or as close as possible to, the lane lines.

### **10.09 SLURRY SEAL**

#### **General:**

Fiber Reinforced Slurry Seal shall comply with Section 37-3 "Slurry Seal And Micro-Surfacing" of the Standard Specifications and these Special Provisions.

Slurry seal work shall be coordinated in a way that does not disrupt residential garbage collection and mail delivery. The Contractor shall coordinate with applicable agencies and time paving activities as needed to prevent disruption of service.

#### **Definitions:**

Alkali Resistant (AR) Glass Fibers: High tensile strength glass fiber resistant to chemical breakdown from the alkaline conditions of the slurry seal or micro-surfacing application.

Fiber Reinforced Slurry Seal: A mixture of polymer modified cationic quickset emulsion, AR glass fibers, aggregate, mineral filler, additives, and water.

#### **References:**

ASTM C1666/C1666M, Standard Specification for Alkali Resistant (AR) Glass Fiber for GFRC and Fiber-Reinforced Concrete and Cement.

#### **Submittals:**

Submit the following as part of the bid package:

- a. Representative fiber product sample.
- b. Fiber product data sheet and certification from the Manufacturer that the fiber product supplied meets the requirements of this specification.
- c. Fiber Manufacturer's instructions and general recommendations.

#### **Materials:**

Aggregates for slurry seal shall meet the **Type II** gradation per Section 37-3.02.

Fiber reinforcement shall be Surface-EXT™ fibers manufactured by FORTA Corp. or equivalent reinforcing fiber that meets the requirements in Table 1.

**Table 1**

| Material Property | Requirement |
|-------------------|-------------|
|-------------------|-------------|

|                       |                                |
|-----------------------|--------------------------------|
| Material              | Alkali Resistant Glass         |
| Length/Form           | 1/4 in, Pre-Chopped            |
| Tensile Strength      | 250 ksi (1,700 MPa)            |
| Modulus of Elasticity | 10,000 ksi (72 GPa)            |
| Softening Point       | 1,580°F (860°C)                |
| Density               | 4,517 lb/cu yd (2,680 kg/cu m) |

**Delivery, Storage and Handling:**

Deliver fiber-reinforcement in sealed, undamaged containers with labels intact and legible, indicating material name and lot number.

Store materials covered and off the ground. Keep sand and dust out and do not allow to become wet.

**Mixing, Production and Quality Control:**

1. Add AR glass fiber at a dosage rate of 0.20% by dry weight of aggregate or 4 lbs/ton per dry weight of aggregate.
2. The AR glass fibers shall be added by a mounted hydraulic feeding system to either a truck mount or continuous paver. The continuous feed system shall automatically dispense fiber into the pug-mill at an adjustable feeding rate.
3. The system shall be powered by the main hydraulic system of the mixer-spreader truck and turn on/off with the main start of the mixer-spreader truck.
4. Contractor shall have a system in place to record total fiber added vs. tons of dry aggregate placed to verify dosage rate.
5. Ensure sufficient AR glass fiber material is present in the hopper of the mounted hydraulic feed system. Refill material as necessary.
6. Visually ensure AR glass fiber is dispersed and properly mixed in the weigh hopper.

**Construction:**

Ranges for spread rates shall be **12 - 15 lbs/yd<sup>2</sup>**. The exact rate will be as determined by specific weight of aggregate, the surface demand of the pavement, and the size of the largest particle size of the aggregate. The application rate will produce finished slurry seal as defined elsewhere in the specifications.

At the end of each day's production, the Contractor will provide to the Engineer a report containing the following information:

- a. Tons of dry aggregate consumed that day;
- b. Tons of asphalt emulsion consumed that day; and
- c. Footage covered that day.

This report shall be received no later than 10:00 a.m. of the following day.

Immediately preceding the slurry seal application, the Contractor shall cover all grates, slotted manholes, and other appurtenances on and adjacent to the pavement that would allow the entry of the sealing materials; mask with roofing paper, all closed manhole covers, water valve box covers, etc.

## 10.10 CRACK SEAL

### General:

Comply with Section 37-5 "Crack Treatment" of the Standard Specifications except as modified herein.

The work shall consist of cleaning and filling cracks prior to placement of HMA overlay or Slurry Seal with asphalt joint seal as specified in these special provisions, and as directed by the Engineer. Crack sealing will not be performed in areas designated to receive full depth HMA. Cracks less than ½ inch in width shall be routed to a depth of ½ inch by ½ inch in width. The contractor shall remove all debris from the roadway.

### Materials:

Crack sealant shall be a mixture of paving asphalt and ground rubber and shall conform to ASTM D 5078, Type II. The crack seal product shall conform to the following requirements:

| <u>Test</u>                                     | <u>Specification Limit</u> |
|-------------------------------------------------|----------------------------|
| Cone Penetration 77° F(25° C)(ASTM D5329)       | 35-55                      |
| Resilience (ASTM D5329)                         | 40% min.                   |
| Softening Point (ASTM D36)                      | 200° F(93° C) min.         |
| Ductility 77° F(25° C)(ASTM D5113)              | 30 cm min.                 |
| Flexibility (ASTM D3111 Modified)               | Pass at 20° F(-7° C)       |
| Flow 140° F(60° C)(ASTM D5329)                  | 3 mm max.                  |
| Brookfield Viscosity 400° F(204° C)(ASTM D2669) | 100 Poise max.             |
| Asphalt Compatibility (ASTM D5329)              | Pass                       |
| Bitumen Content (ASTM D4)                       | 60% min.                   |
| Tensile Adhesion (ASTM D5329)                   | 500% min.                  |
| Safe Heating Temperature                        | 400° F(204° C)             |
| Recommended Pour Temperature                    | 380° F(193° C)             |

The pre-emergent herbicide shall be an E.P.A. approved herbicide composed of glyphosate and oryzaline, combined and applied according to label directions. The Contractor shall submit a product information sheet on the sterilent to be used.

### Construction:

All cracks indicating weed growth are to be sprayed and cleaned as follows: the Contractor shall apply herbicide to all existing weed growth within the roadway area from curb to curb including the joint between the gutter lip and asphalt pavement. A minimum of two applications shall be made with a minimum period of 7 calendar days between applications. The second application shall be applied to treated areas and any additional new weed growth between applications. Any new weed growth shall be treated a third time after a minimum of 7 days from the second application. The herbicide shall be applied by a licensed applicator and shall comply with the manufacturers' recommendations.

Seven days after the last application of herbicide (either the second or third), all remaining vegetation in the cracks shall be mechanically removed.

All existing vegetation, outside the areas to be cleared and grubbed, shall be protected from the Contractor's operations unless specifically shown on the plans to be removed.

Immediately prior to applying the sealant, the cracks shall be cleaned with high pressure air jets to remove all residue and foreign material. Any weed growth shall be physically removed. Water jets will not be allowed. Crack surfaces shall be surface dry at the time the sealant is applied.

During all construction operations, the Contractor shall protect cracks cleaned for sealing from intrusions of solid foreign materials into the groove or into the sealant.

Crack seal materials shall be placed in conformance with the manufacturer's recommendations. Crack seal materials shall not be placed when the surface temperature is below 50 degrees Fahrenheit.

The finished crack seal shall be bonded to the crack such that there is no separation or opening between the sealant and the crack edge and there shall be no cracks, separation or other opening in the sealant.

The Contractor shall remove crack seal material that is not placed within the conformance of these provisions, clean cracks as specified herein and then reseal the cracks at his expense.

### Sequencing

After filling the cracks with the sealant, they are to be squeegeed with a "U" shaped squeegee so as to strike off excess material and to provide a bandaid effect with the sealant. After the sealant has cooled, there should be a slight depression of not more than 1/8<sup>th</sup>-inch below the adjacent pavement. Bulging as a result of overfilling of cracks must be corrected.

### **10.11 REMOVE CONCRETE**

The Contractor shall remove and dispose of existing portland cement concrete curb, gutter, sidewalk, driveway and curb ramp, at the locations shown on the Plans. When curb and gutter are removed, the Contractor shall immediately place portable delineators along the edge of the pavement. Portable delineators shall be 36-inch minimum height, orange with white reflectors. The delineators shall be maintained by the Contractor until new curb and gutter are placed. All materials removed shall be legally disposed of in accordance with Section 7-1.04, "Public Safety," of the Standard Specifications.

Existing concrete to be removed shall be sawcut at the nearest joint or score line. Any existing concrete damaged by reason of the Contractor's operations outside this limit shall be repaired at the Contractor's expense. The repair shall be made by removing and replacing the entire portion between weakened plane joints or score lines.

Nothing in these Special Provisions shall relieve the Contractor of the Contractor's responsibility as specified in Section 7-1.04, "Public Safety," of the Standard Specifications.

### **10.12 CONCRETE IMPROVEMENTS**

#### **General:**

New concrete facilities including curbs, gutters, and sidewalks shall be constructed at the locations indicated on the plans or as directed by the Engineer. Concrete curbs, and sidewalks, shall comply with Section 73 "Concrete Curbs and Sidewalks" of the Standard Specifications.

#### **Materials:**

Minor Concrete for curbs, curb and gutter, and sidewalks must comply with Section 90-2 Minor Concrete of the Standard Specifications.

Aggregate base shall be Class 2, ¾" maximum conforming to the provisions in Section 26, "Aggregate Bases," of the State Standard Specifications.

#### Concrete Mix Design

The Contractor shall furnish a concrete mix design to the Engineer at least ten working days prior to the start of the work, based on the following guidelines.

Minor Concrete Facilities including curb, gutter, sidewalk, driveways, access ramps, etc. shall meet the following requirements:

|                            |                    |
|----------------------------|--------------------|
| Min. Compressive Strength: | 3500 psi @ 28 days |
| Maximum Slump:             | 5 inches           |

The Contractor shall be responsible for all costs associated with the required mix design.

#### Quality Control / Acceptance Testing

Field testing shall include testing for concrete slump as per ASTM C-143 and compressive strength (C39). Such testing shall be at a frequency determined by the Engineer and shall be performed by the Owner's laboratory at the Owner's expense. The Contractor shall furnish the concrete necessary for casting test cylinders.

#### **Construction:**

The construction of concrete curb, gutter and sidewalk marked in the field or shown on the plans shall conform to the provisions in Section 73 "Concrete Curbs and Sidewalks" of the Standard Specifications and these special provisions.

Boundaries of concrete curb, gutter, and sidewalk removal have been noted on the plans and shall be removed according to the remove concrete section noted elsewhere in these special provisions, and as directed by the Engineer.

Expansion joints, control joints and scoring shall match adjacent existing improvements or shall be as directed by the Engineer. The new improvements shall match the existing improvements at each end. Provide constant slope between ends if no other elevations are shown on the plans. Installation shall conform to the State Standard Specifications and the details shown in the Plans and herein in these special provisions.

The existing concrete shall be sawcut full depth prior to removal. Any concrete broken due to the Contractor's failure to comply with these requirements shall be removed and replaced at the Contractor's expense.

The line and grade of the replaced facilities shall conform to the existing facilities. In most instances, this will consist of a straight line between existing facilities.

Class 2 aggregate base,  $\frac{3}{4}$  in. size, shall be placed under curb, gutter and sidewalks after excavating existing subgrade, as noted on plans, and be compacted to 95% relative compaction (ASTM D-1557)

The Contractor shall water test all repaired curbs and gutters, cross gutters, and other repaired drainage facilities in the presence of the City's Inspector.

Commercial driveway and alley approaches, including the adjacent curb and gutter section, shall be removed and replaced within twenty-four hours. Curing time shall be seventy-two hours.

#### Protection of Existing Facilities

The contractor shall protect existing facilities from damage, and discoloration from concrete splash. Adjacent concrete facilities shall be covered during concrete placement to prevent concrete splash and excess concrete from staining the adjacent concrete. After initial placement, strikeoff and finishing, the protection shall be removed and the adjacent concrete cleaned.

Vertical existing facilities such as light poles, walls, fences, etc. shall be protected with plastic extending a minimum of three feet above the concrete surface. After initial placement, strikeoff and finishing, the protection shall be removed and the vertical surfaces cleaned.

It shall be the contractor's responsibility to protect the existing improvements adjacent to new concrete improvements such as fences, landscaping, irrigation, hardscaping, etc.

#### Subgrade

After the subgrade is prepared, moisture conditioned, and compacted to 90% relative compaction at zero to three percent over optimum, the Contractor shall continuously maintain the sub-grade in a uniform condition at the moisture content obtained during sub-grade compaction until the concrete is placed.

#### Forming

Wooden forming shall be of two-inch nominal thickness staked at two-foot intervals. The maximum gap at the bottom of the forms shall be 1-3/4 inches.

#### Tolerances

The maximum variation from design elevation shall not exceed +/- 0.02 feet. In some instances, particularly in critical drainage areas, tolerances may be reduced to zero. Concrete facilities shall be installed to maintain or provide positive drainage. Questions regarding applicable tolerances shall be directed to the Engineer forty-eight hours in advance of the work.

When shown on the drawings, the concrete shall be set at the design elevations. When existing facilities are to be removed and replaced, they shall conform to the existing elevations and grades. Generally, this will be at a straight line between the start and end points of the removal.

## Placing and Finishing

### General

The concrete shall be deposited on a moist grade in such a manner as to require as little re-handling as possible. Workmen shall not be allowed to walk in the freshly mixed concrete with boots or shoes coated with earth or foreign substances.

### Strikeoff, Consolidation, and Finishing

In general, adding water to the surface of the concrete to assist in finishing operations shall not be permitted.

Before final finishing is completed and before the concrete has taken its initial set, the edges shall be carefully finished with the radius shown on the plans or a radius to match the existing construction.

Concrete shall be thoroughly consolidated against and along the faces of all forms and adjacent concrete. After the forms are removed, excess concrete below the form surface shall be removed to be flush with the form face.

All new concrete shall match existing facilities in texture, color, and appearance.

### Concrete Protection

The Contractor shall always have materials available to protect the surface of the fresh concrete against rain. These materials shall consist of burlap, curing paper, or plastic sheeting. If plastic sheeting is used, it shall not be allowed to contact finished concrete surfaces.

The Contractor shall also protect the concrete against traffic and vandalism. If the concrete is damaged or vandalized, the Contractor shall make the necessary repairs at its own expense. The repair procedure for damaged or vandalized concrete shall be approved in advance by the Engineer.

### Curing

Concrete shall be cured by protecting it against loss of moisture, rapid temperature change, and mechanical injury for at least three days after placement. White or clear liquid membrane compound shall be used. After finishing operations have been completed, the entire surface of the newly placed concrete shall be covered by the curing medium. The edges of the concrete exposed by the removal of forms shall be protected immediately to provide these surfaces with continuous curing treatment.

The concrete shall be allowed to cure for seventy-two hours prior to placing adjacent asphalt concrete.

### Joints

Control joints shall be placed at a maximum spacing of ten feet unless shown otherwise on plans.

Control joints in all PCC facilities, except sidewalks, shall be formed by tooling a deep joint or by using expansion joint material. If expansion joint material is used, a minimum of two 1/2 inch by eighteen inch dowels shall be used with additional dowels placed every twenty-four inches.

Control joints in sidewalks may be made using a tooled joint which shall extend a minimum of 1/4 of the depth of the concrete and shall not be less than 1-1/2 inches in depth.

Expansion joints shall be required at a maximum of sixty-foot intervals on curbs, curbs and gutters, cross gutters, swales, and sidewalks. Expansion joints shall also be required on all corners of curbs, curbs and gutters, sidewalks, at the outside boundary of access ramps, and other locations with discontinuities or reentrant corners which may cause cracking.

### Cleanup and Backfill

After the concrete is placed, cured, and the forms have been removed, the Contractor shall clean the site of all concrete and forming debris.

After curing has been completed and the forms have been removed from the new curb and gutter or sidewalk, the resulting void after excavation shall be backfilled with clean native material.

The Contractor shall remove all USA markings, Engineer markings, and Surveyor markings (created for the purpose of the work

being done) when work in a particular area is complete by water blasting or other non-destructive method as approved by the Engineer. Sandblasting or grinding to remove markings will not be allowed.

Payment for removing USA painted markings shall be considered as included in the cost of the various items of work shown on the Bid Proposal and no additional compensation will be allowed therefor.

### **10.13 TRAFFIC STRIPING, PAVEMENT MARKINGS, AND PAVEMENT MARKERS**

#### **General:**

Traffic Stripes and Pavement Markings shall be Thermoplastic.

Thermoplastic traffic stripes (traffic lines) shall conform to the provisions in Sections 84-1, "General" and 84-2, "Traffic Stripes and Pavement Markings", of the Standard Specifications and these Special Provisions.

Painted traffic strips and pavement markings shall be used only if approved by City and shall conform to Section 84-1, "General", 84-2.03C(3), "Painted Traffic Stripes and Pavement Markings" and Section 81-3, "Pavement Markers" of the Standard Specifications and these Special Provisions.

#### **Materials:**

##### Thermoplastic

The thermoplastic material shall conform to Section 84-2.02B "Thermoplastic" of the Standard Specifications. Glass beads to be applied to the surface of the molten thermoplastic material shall conform to the requirements of Section 84-2.02D "Glass Beads" of the Standard Specifications.

Standard Specifications for thermoplastic material and glass beads may be obtained from the Transportation Laboratory, P.O. Box 19128, Sacramento, CA. 95819, (916) 739-2400.

Thermoplastic material for traffic stripes shall be applied at a minimum thickness of 0.125-inch.

A primer of the type recommended by the manufacturer of the thermoplastic material shall be applied over all existing painted stripes and pavement legends to be covered with thermoplastic material as shown on the plans.

##### Paint

Paint for traffic stripes and pavement markings shall comply with Section 84-2.02C of the Standard Specifications.

The use of either water or solvent-based paint will be determined by the Engineer according to the time of year and air pollution control requirements. Paint shall be used at its manufactured consistency.

Apply 2 coats minimum.

Painted stripes shall be consistent with City pavement markings. Markings shall be placed with the use of stencils. Contractor may request for stencils from City but shall provide your own if City does not have one available at the time of project.

#### **Construction:**

All construction shall conform to the respective provisions of the Standard Specifications, manufacturer's installation requirements, and the Special Provisions.

##### Existing Striping and Markings:

In areas where the existing striping to be replaced and updated, the contractor shall remove and replace all striping using methods as specified in the Standard Specifications by the Engineer.

The Contractor shall replace all striping which has been damaged or obliterated by or during the work. This shall include striping replacement completely across the street even in the event that the Contractor's work may not extend that far. Both lines of

each crosswalk shall be completely restriped even if only a portion of a line has been obliterated.

When the Contractor's work removes or reduces the visual appearance of a lane or centerline, the Contractor shall replace all striping between the adjacent intersections in both directions. Where a median exists, this work will be required only in the roadway where the work has occurred, unless a detour which altered the pavement markings occurred in the other roadway. In such cases, the striping will be replaced in both directions.

#### Layout for Temporary and Permanent Striping

The Contractor shall be responsible for compiling an existing striping and marking plan including but not limited to stop bars, legends, parking stall stripes, crosswalks and other traffic delineation markings within the project prior to removing, obliterating, covering any existing striping, or starting work on the affected street. **This plan must be submitted to the Engineer and approved prior to commencing any striping and marking operations on the affected street.**

All alignments and layout measurements, and other work necessary to locate and replace traffic stripes and pavement markings shall be performed by the Contractor.

The City will not provide any assistance, information, or materials to the Contractor. It will be entirely the responsibility of the Contractor to perform all necessary pre-construction and construction layout work, obtain all necessary measurements and information, and marking work as specified. All traffic control systems necessary for performing striping and marking, as directed by the Engineer, shall be the responsibility of the Contractor.

The Contractor shall physically tie down the location of the beginning and ending of each paint or thermoplastic marking type in the adjacent curb top. The marking location shall not exceed 50 square inches each. Any locations exceeding this limit shall be removed by the Contractor prior to acceptance of the work. The Contractor shall contact the City Engineer for review of tie downs.

The Contractor shall be responsible for accurately referencing out and replacing the lines and positions of all traffic lines, directional lines, arrows, and other markings in accordance with the plans and City standard markings by cat tracking with painted marks. This shall occur no later than 2 hours behind the final surface course paving operation.

Cat tracking shall consist of stretching a rope on a straight line between control points on tangent alignment and on a true arc through control points on curved alignment and placing spots of paint along the rope. Temporary tab markers shall be placed not more than 12' apart on curves nor more than 24' apart on straight segments.

Temporary tab markers shall be the same color as the traffic stripe that they are replacing, shall measure 2" tall by 3-1/2" wide, and have a reflective lens across the width of the marker.

Prior to application of permanent striping and markers, the Contractor shall call for review and approval of the proposed striping by the City's Traffic Engineer or agent. The City shall have the right to make changes in the location and alignment of line stripes. Striping and traffic markings shall not be applied until after approval is granted by the Traffic Engineer. The Contractor shall allow a minimum of 3 working days for review of the layout by the City.

#### Schedule

Raised pavement markers (RPM's) shall be placed as specified in Subsection 81-3.02C, "Retroreflective Pavement Markers", of the Standard Specifications. When utilizing hot melt bituminous adhesive, RPM's shall be placed after the surface has been open to traffic for at least 7 days. When utilizing epoxy adhesive, RPM's shall be placed after the surface has been open to traffic for at least 14 days. Regardless of which adhesive is utilized, the RPM's shall not be placed more than 21 days after paving or surfacing.

Permanent traffic striping and markings including legends and arrows shall be placed within 21 days after paving or surfacing, unless otherwise directed by the Engineer.

Temporary yellow marking tape denoting school crosswalks shall be placed the same day that the pavement surfacing is placed.

Failure to comply with these requirements shall result in liquidated damages of \$1,000 per day for each street that has not received permanent installation of the required raised pavement markers, traffic striping, and markings.

#### Pavement Stencils

The Contractor shall use stencils that conform to Caltrans Standard Plans and Details.

Reflective and Raised Pavement Markers Ceramic Non-reflective Pavement Markers No Plastic

Installation of both reflective and raised pavement markers shall conform to the provisions of Section 81-3 "Pavement Markers" of the Standard Specifications. Pavement markers shall be placed in the same pattern and locations as they were previously, except as shown on the plans or modified herein.

Pavement Delineation – Extruded Thermoplastic No Spray

Pavement temperature shall be measured at the beginning of the shift on each working day and this information shall be provided to the Traffic Engineer.

No primer or thermoplastic shall be installed within 48 hours from the last measurable rain report as provided by the City.

Thermoplastic traffic striping, legends, and arrows shall conform to the provisions of Section 84-1, "General"; Section 84-2, "Traffic Stripes and Pavement Markings"; and refer to Section 81-3, "Pavement Markers".

Pavement Markers Ceramic Non-Reflective Pavement Markers No Plastic

Pavement markers shall be placed to the line established by the Contractor and approved by the Engineer, which will consist of temporary painted line or new or existing stripes one for each line of markers.

All additional work necessary to establish satisfactory lines for markers shall be performed by the Contractor.

At the option of the Contractor, a hot melt bituminous adhesive may be used to cement the markers to the pavement instead of the Rapid Set Type or Standard Set Type epoxy adhesive. Bituminous adhesive material shall conform to the following:

| Specification                                                                | ASTM   | Requirement |
|------------------------------------------------------------------------------|--------|-------------|
| Flash Point, COC, °F                                                         | D 92   | 550 Min.    |
| Softening Point, °F                                                          | D 36   | 200 Min.    |
| Brookfield Thermosel<br>Viscosity, Centipoise, No. 27 Spindle, 20 RPM, 400°F | D 4402 | 3,000-6,000 |
| Penetration dmm, 100g, 55 seconds, 77°F                                      | D 5    | 10 - 20     |
| Filler Cement, percent by weight (Insoluble in 1,1,1 Trichloroethane)        | D 2371 | 65 - 75     |

Filler material used in bituminous adhesive shall be Type PC, Grade III, calcium carbonate conforming to ASTM D1199, and shall conform to the following gradation:

| Sieve Size | Percent Passing |
|------------|-----------------|
| No. 100    | 100             |
| No. 200    | 95              |
| No. 325    | 75              |

Bituminous adhesive shall be heated indirectly in an applicator with continuous agitation or recirculation. Bituminous adhesive shall not be heated above the maximum safe heating temperature recommended by the manufacturer and shall not be applied at temperatures greater than 425°F. nor less than 375°F.

Immediately after application of the adhesive, pavement markers shall be placed in position and pressure applied until firm contact is made with the pavement.

Placement of pavement markers using bituminous adhesive shall conform to the requirements of Section 81-3.03B, "Hot Melt Bituminous Adhesive" of the Standard Specifications except blast cleaning shall be required.

The adjustment provisions in Section 9-1.06B of the Standard Specifications shall not apply.

#### **10.14 PROJECT FUNDING SIGN**

The Contractor shall furnish and install Project Funding Signs that inform the community of the work and funding source. A minimum of two (2) project finding signs shall be installed at each project location/street. Exact locations for placing the signs will be determined by the Engineer. The signs shall be installed a minimum of two (2) weeks prior to start of paving activities. The sign shall be constructed per the requirements of the Caltrans Division of Traffic Operations.

SB-1 funding sign shall be C48(CA) and shall be 48" x 30" (4ft x 2.5 ft), 1/3<sup>rd</sup> size. Refer to Caltrans website <http://www.dot.ca.gov/trafficops/tcd/pfi.html> for SB-1 sign specifications. Signs shall be installed in accordance with Section 6F.109(CA) of CA MUTCD.

The signs shall be made by a professional sign painter, approved in advance by the Engineer. The signs will be installed prior to construction and maintained in place for the duration of the project by the Contractor. Signs shall be repaired or replaced at no cost to the City, if damaged or stolen.

Full compensation for complying with the provisions of this section shall be considered as included in the Lump Sum contract price for Traffic Control System and no separate payment will be made therefor.

**BOOK 2**

**CONTRACT DOCUMENTS**

**PAVEMENT REHABILITATION PROJECT – PHASE 2**

City Project No. 210/211



  
Approved by: Rick Riedl, P.E.  
City Engineer

**CITY OF SEASIDE  
Department of Public Works  
June 10, 2019**

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**PAVEMENT REHABILITATION PROJECT – PHASE 2**  
**Items Necessary for Complete Bid**

Bids must be accompanied by the following completed forms:

1. Proposal Form
2. Bidder's Bond of at least 10 percent of the total bid amount
3. Previous Disqualification Questionnaire
4. List of Subcontractors
5. Bidder's Information Statement (A complete list of previous similar jobs)
6. Non-Collusion Affidavit – **Must be notarized**
7. DBE Subcontractor Form
8. Sample Contract

**Failure to complete, sign and notarize (where required) and return the above bid documents may render the bid non-responsive.**

Bidder: \_\_\_\_\_

**1. Proposal Form****CITY OF SEASIDE****PAVEMENT REHABILITATION PROJECT – PHASE 2**

The work to be done and referenced to herein is in the City of Seaside, State of California, and shall be constructed in accordance with the special provisions (including the payment of not less than the minimum wage rates set forth therein) and the contract and also in accordance with the Department of Transportation Standard Specifications, latest edition, the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, and the General Prevailing Wage Rates.

The undersigned, as bidder, declares that the only person interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation, and in submitting this proposal, the undersigned bidder agrees that if it is determined that he is the successful bidder, he will execute the non-collusion affidavit found in these special provisions; that he has carefully examined the plans, special provisions and conditions therefore and is familiar with all proposal requirements, that he has examined the annexed form of contract and he hereby proposes and agrees if this proposal is accepted by the City to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials and services required to complete the said construction in accordance with the plans, special provisions, and general conditions in the time stated herein, for the unit prices and that the unit costs of all work stated in Base Bid Items shall be honored for 90 calendar days after the Notice To Proceed has been issued by the City as follows:

**BID LIST**

| ITEM | ITEM DESCRIPTION                          | QTY | UNIT   | UNIT COST         | TOTAL COST |
|------|-------------------------------------------|-----|--------|-------------------|------------|
| 1    | Mobilization                              | LS  | 1      | \$                | \$         |
| 2    | Traffic Control System                    | LS  | 1      | \$                | \$         |
| 3    | Water Pollution Control                   | LS  | 1      | \$                | \$         |
| 4    | Lead Compliance Plan                      | LS  | 1      | \$                | \$         |
| 5    | Base Failure Repair (4 inches)            | SF  | 46,530 | \$                | \$         |
| 6    | Slurry Seal (Type II)                     | SY  | 63,600 | \$                | \$         |
| 7    | Crack Seal                                | LF  | 35,850 | \$                | \$         |
| 8    | Remove Concrete                           | SF  | 1,930  | \$                | \$         |
| 9    | Minor Concrete (Curb & Gutter)            | LF  | 260    | \$                | \$         |
| 10   | Minor Concrete (Sidewalk)                 | SF  | 1,880  | \$                | \$         |
| 11   | Thermoplastic Traffic Stripe - Detail 2   | LF  | 4,730  | \$                | \$         |
| 12   | Thermoplastic Traffic Stripe - Detail 22  | LF  | 3,430  | \$                | \$         |
| 13   | Thermoplastic Traffic Stripe - Detail 38  | LF  | 1,760  | \$                | \$         |
| 14   | Thermoplastic Traffic Stripe - Detail 9   | LF  | 7,450  | \$                | \$         |
| 15   | Thermoplastic Traffic Stripe - Detail 30  | LF  | 210    | \$                | \$         |
| 16   | Thermoplastic Traffic Stripe - Detail 39  | LF  | 980    | \$                | \$         |
| 17   | Thermoplastic Traffic Stripe - Detail 39A | LF  | 200    | \$                | \$         |
| 18   | Pavement Marking (White)                  | SF  | 7,340  | \$                | \$         |
| 19   | Pavement Marking (Yellow)                 | SF  | 1,970  | \$                | \$         |
| 20   | Pavement Marking (Blue)                   | SF  | 30     | \$                | \$         |
| 21   | Pavement Marker - Blue Reflective Marker  | EA  | 31     | \$                | \$         |
| 22   | Pavement Marker - Class 1 Delineators     | EA  | 4      | \$                | \$         |
|      |                                           |     |        | <b>Bid Amount</b> | <b>\$</b>  |

**Bid Total Amount in Words:**

\*NOTE: In case of error in extension of price into the total price column, the unit price will govern.

Bidder: \_\_\_\_\_

The foregoing unit prices for all items of work and the total amount bid shall include all costs for labor and materials, overhead, profit, insurance, mobilization and demobilization, traffic control, relocation/replacement/adjustment as required (utility boxes, traffic signs, traffic signal equipment, drainage structures and inlet boxes), and all other appurtenant costs associated with performing and administering the work under this contract.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder's Company Name, Address, and Telephone

Contractor's License No. \_\_\_\_\_ Public Works Contractor Registration No. \_\_\_\_\_

\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Printed Name  
  
\_\_\_\_\_  
Title

***Addenda received and incorporated into this proposal:***  
**Addenda number(s): none   1   2   3   4   5   6 (Circle all that apply)**

\_\_\_\_\_  
**Signed** **Date signed**

Bidder: \_\_\_\_\_

## 2. Bidder's Bond Statement

Accompanying this proposal is \_\_\_\_\_ (Insert the words "cash (\$ )", "cashier's check", "certified check", or "bidder's bond") in an amount equal to at least ten percent (10%) of the bid total.

The undersigned agrees that in case of default in executing the required contract together with the necessary bonds within the period of time provided by the proposal requirements, the proceeds of the security accompanying this proposal shall become the acceptance of the City of Seaside, and this proposal and the acceptance thereof may be considered null and void.

Licensed in accordance with an act providing for the registration of Contractors.

License No. \_\_\_\_\_

License Certification \_\_\_\_\_

Notice: If bidder or other interested person is a corporation, state legal name of corporation, names of the president, secretary, treasurer, and manager thereof. If a co-partnership, state true name of firm, names of all individual co-partners composing firm. If bidder or other interested person is an individual, state firm name and individual's full name.

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Company Name and Business Address

Signature \_\_\_\_\_

Printed Name

Title

Date

Bidder: \_\_\_\_\_

**3. Previous Disqualification Questionnaire**

In accordance with Government Code Section 14310.5, the bidder shall complete, under penalty of perjury, the following questionnaire:

QUESTIONNAIRE

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bidder's Signature

Bidder: \_\_\_\_\_

**4. List of Subcontractors**

In compliance with the provisions of Section 4100 & 4109 of the Public Contract Code of the State of California and any amendments thereto, the Bidder shall list below the name and business address of each subcontractor who will perform work under this Bid in excess of one-half of one percent of the Bidder's Total Bid Price, and shall also list the portion of the work which will be done by such subcontractor. After the opening of bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection.

| <u>Work to be Performed</u><br><u>Including bid item number(s)</u> | <u>Percent</u><br><u>of Total</u><br><u>Contract</u> | <u>License No. and</u><br><u>Date of Expiration</u> | <u>Subcontractor's</u><br><u>Name &amp; Address</u> |
|--------------------------------------------------------------------|------------------------------------------------------|-----------------------------------------------------|-----------------------------------------------------|
| 1 _____<br>_____<br>_____                                          | _____<br>_____<br>_____                              | _____<br>_____<br>_____                             | _____<br>_____<br>_____                             |
|                                                                    | PWCR# _____                                          | _____                                               | _____                                               |
| 2 _____<br>_____<br>_____                                          | _____<br>_____<br>_____                              | _____<br>_____<br>_____                             | _____<br>_____<br>_____                             |
|                                                                    | PWCR# _____                                          | _____                                               | _____                                               |
| 3 _____<br>_____<br>_____                                          | _____<br>_____<br>_____                              | _____<br>_____<br>_____                             | _____<br>_____<br>_____                             |
|                                                                    | PWCR# _____                                          | _____                                               | _____                                               |
| 4 _____<br>_____<br>_____                                          | _____<br>_____<br>_____                              | _____<br>_____<br>_____                             | _____<br>_____<br>_____                             |
|                                                                    | PWCR# _____                                          | _____                                               | _____                                               |
| 5 _____<br>_____<br>_____                                          | _____<br>_____<br>_____                              | _____<br>_____<br>_____                             | _____<br>_____<br>_____                             |
|                                                                    | PWCR# _____                                          | _____                                               | _____                                               |
| 6 _____<br>_____<br>_____                                          | _____<br>_____<br>_____                              | _____<br>_____<br>_____                             | _____<br>_____<br>_____                             |
|                                                                    | PWCR# _____                                          | _____                                               | _____                                               |
| 7 _____<br>_____<br>_____                                          | _____<br>_____<br>_____                              | _____<br>_____<br>_____                             | _____<br>_____<br>_____                             |
|                                                                    | PWCR# _____                                          | _____                                               | _____                                               |

Bidder: \_\_\_\_\_

**5. Bidder's Information Statement**

1. Number of years the bidder has performed the type of construction work required by this project: \_\_\_\_\_

2. List the type of work normally performed by your own forces:

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3. Has your contractor's license been suspended or revoked during the last five years? ☐ Yes ☐ No4. Has the bidder declared bankruptcy or been in receivership during the last five years? ☐ Yes ☐ No5. Has the bidder ever defaulted on a contract forcing a surety to suffer a loss? ☐ Yes ☐ No6. Has the bidder been unable to obtain a bond or been denied a bond? ☐ Yes ☐ No7. Has the bidder ever failed to complete work awarded to it? ☐ Yes ☐ No8. Has the bidder filed any lawsuits, requested arbitration or been involved in any litigation during the last five years? ☐ Yes ☐ No9. Has the bidder failed to pay prevailing wages on any public project during the last 5 years? ☐ Yes ☐ No

If the answer is "yes" to any of questions 3 through 9 please explain the circumstances in the below space.  
The bidder may attach additional pages if necessary, to provide a detailed response.

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On Enclosures A-1 through A-3 list five construction contracts the bidder has had with public agencies over the last five years similar to the proposed project in type of construction and in total contract amount. These forms must be completed. Attaching a list of projects without the information requested on these enclosures is not satisfactory.

Name of your Surety Company: \_\_\_\_\_

Is your Surety Company California Admitted? ☐ Yes ☐ No

Bidder: \_\_\_\_\_

**ENCLOSURE A-1****Similar Construction Contract Bidder has completed over the last three years for a Public Agency**

Address each item, indicating “none” where appropriate.

1. Name and Location of Project: \_\_\_\_\_
2. Name of Bidder’s Superintendent on the project: \_\_\_\_\_
3. Description of work including quantities of installed work: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
4. Name of Public Agency: \_\_\_\_\_
5. Name and telephone number of Public Agency’s Project Engineer:  
 \_\_\_\_\_
6. Original Contract Amount: \_\_\_\_\_
7. Total Amount of Approved Change Orders: \_\_\_\_\_
8. Final Contract Amount: \_\_\_\_\_
9. Date of Contract completion: \_\_\_\_\_
10. Were Liquidated Damages assessed? \_\_\_\_\_
11. Claims amount: \_\_\_\_\_
12. Citations by OSHA: \_\_\_\_\_
13. Failure to pay prevailing wages or other Federal/State required taxes or contributions? \_\_\_\_\_

Bidder: \_\_\_\_\_

**ENCLOSURE A-2****Similar Construction Contract Bidder has completed over the last three years for a Public Agency**

Address each item, indicating “none” where appropriate.

Name and Location of Project: \_\_\_\_\_

1. Name of Bidder’s Superintendent on the project: \_\_\_\_\_

2. Description of work including quantities of installed work: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Name of Public Agency: \_\_\_\_\_

4. Name and telephone number of Public Agency’s Project Engineer:  
\_\_\_\_\_

5. Original Contract Amount: \_\_\_\_\_

6. Total Amount of Approved Change Orders: \_\_\_\_\_

7. Final Contract Amount: \_\_\_\_\_

8. Date of Contract completion: \_\_\_\_\_

9. Were Liquidated Damages assessed? \_\_\_\_\_

10. Claims amount: \_\_\_\_\_

11. Citations by OSHA: \_\_\_\_\_

12. Failure to pay prevailing wages or other Federal/State required taxes or contributions? \_\_\_\_\_

Bidder: \_\_\_\_\_

**ENCLOSURE A-3**

**Similar Construction Contract Bidder has completed over the last three years for a Public Agency**

Address each item, indicating “none” where appropriate.

1. Name and Location of Project: \_\_\_\_\_
2. Name of Bidder’s Superintendent on the project: \_\_\_\_\_
3. Description of work including quantities of installed work: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Name of Public Agency: \_\_\_\_\_
5. Name and telephone number of Public Agency’s Project Engineer:  
\_\_\_\_\_
6. Original Contract Amount: \_\_\_\_\_
7. Total Amount of Approved Change Orders: \_\_\_\_\_
8. Final Contract Amount: \_\_\_\_\_
9. Date of Contract completion: \_\_\_\_\_
10. Were Liquidated Damages assessed? \_\_\_\_\_
11. Claims amount: \_\_\_\_\_
12. Citations by OSHA: \_\_\_\_\_
13. Failure to pay prevailing wages or other Federal/State required taxes or contributions? \_\_\_\_\_

Bidder: \_\_\_\_\_

6. Non-Collusion Affidavit

To:     City of Seaside

The undersigned, in submitting a bid for performing the following work by contract, being duly sworn, deposes and says:

That he has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Company Name and Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**(This form must be notarized)**

(It is requested that the bidder execute the affidavit on this page at the time of submitting his bid or, if it cannot be submitted with the bid, this affidavit shall be executed by the successful bidder)

Bidder: \_\_\_\_\_

**7. DBE Subcontractor Form**

Bidders must fill in all required information on all DBE's proposed for subcontract work on this contract. This and/or the next page must be completed and submitted with bid. Use additional pages if required.

- A. Name of Company \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Subcontract Amount \$ \_\_\_\_\_  
Type of Work \_\_\_\_\_
- B. Name of Company \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Subcontract Amount \$ \_\_\_\_\_  
Type of Work \_\_\_\_\_
- C. Name of Company \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Subcontract Amount \$ \_\_\_\_\_  
Type of Work \_\_\_\_\_
- D. Name of Company \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Subcontract Amount \$ \_\_\_\_\_  
Type of Work \_\_\_\_\_

Bidder: \_\_\_\_\_

**8. Sample Contract with Signatures****CITY OF SEASIDE  
SAMPLE CONTRACT**

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

WITNESSETH:

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

The work to be done is specified in these special provisions and plans, tiled \_\_\_\_\_ and dated \_\_\_\_\_, approved by the City Engineer, which said special provisions and plans are made part of this contract.

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

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

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

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

**< Awarded Bid Schedule will be inserted here >**

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

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

Bidder: \_\_\_\_\_

negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

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

Contractor shall provide the following types and amounts of insurance:

1. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$2,000,000 per occurrence for all covered losses and no less than \$4,000,000 general aggregate.

Contractor's policy shall contain no endorsements limiting coverage beyond the basic policy coverage grant for any of the following:

- Explosion, collapse or underground hazard (XCU)
- Products and completed operations
- Pollution liability
- Contractual liability

Coverage shall be applicable to City for injury to employees of contractors, subcontractors or others involved in the project. Policy shall be endorsed to provide a separate limit applicable to this project.

2. Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
3. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.
4. Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$4,000,000 per occurrence and aggregate.

**Article IX. - Legal Action.** Should either party to this agreement bring legal action against the other, the case shall be handled in Monterey County, California, and the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge hearing the case and such fee shall be included in the judgment, together with all costs.

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

CITY OF SEASIDE  
Rick Riedl, City Engineer  
440 Harcourt Avenue  
Seaside, CA 93955

Bidder: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Contractor's Name and Mailing Address

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

CITY OF SEASIDE

CONTRACTOR

by: \_\_\_\_\_  
Craig Malin, City Manager

by: \_\_\_\_\_  
Print Name and Title: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date  
Licensed in accordance with an act providing for the  
registration of Contractors. License No. \_\_\_\_\_



**CITY OF SEASIDE  
STAFF REPORT**

**Item No.: 8.G.**

**TO:** City Council

**FROM:** Craig Malin, City Manager

**BY:** Rick Riedl, City Engineer  
Misty Bradshaw, Associate Engineer

**DATE:** August 15, 2019

**SUBJECT: APPROVE A RESOLUTION AMENDING THE PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES FOR PAVEMENT DESIGN SERVICES TO INCLUDE DESIGN SERVICES DURING CONSTRUCTION, CONSTRUCTION MANAGEMENT, AND INSPECTION SERVICES FOR AN AMOUNT OF \$157,914 AND A TOTAL NOT TO EXCEED AMOUNT WITH A 15% CONTINGENCY OF \$181,601.10.**

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**PURPOSE & RECOMMENDATION**

Award a contract amendment to the professional services agreement with Harris & Associates (Harris) to include design services during construction, construction management, and inspection services for the Pavement Rehabilitation Project – Phase 2 for an amount not to exceed \$157,914 and a total amendment amount with contingency of \$181,601.10 and authorize the City Manager to execute the agreement. The total contract value, including this amendment, for the Harris & Associates Professional Services Agreement for Pavement Design Services, is for an amount not to exceed \$1,287,510, or \$1,311,197 with authorization by City Manager, or his designee, executing an amendment within the authorized contingency limits.

**BACKGROUND**

On July 23, 2018 the City issued a formal Request for Proposal (RFP) to provide Pavement Design and Construction Management Services for the preparation of design and construction bid document, construction inspection and testing and overall construction management services for the Roadway Rehabilitation Project.

The City Council, on a regularly scheduled meeting on November 1, 2018, awarded a

professional services agreement to Harris & Associates for the design of roadway improvements. Due to the complexity of the project, and to control costs, staff negotiated only the original design contract, with the recommendation of awarding an amendment for design services during construction, construction management and inspection services, at the same time that the associated construction project award. Awarding the professional services during construction at this time allows staff to control costs by reducing the unknowns and uncertainties within the project as compared to the initial conceptual design levels at initial project creation.

Harris submitted a proposal, dated June 27, 2019 for the Construction Management and Design Support Services for the Roadway Rehabilitation Phase 2 Project as an amendment to the original Pavement Design Services agreement. Staff reviewed the proposal and determined the scope to be in conformance to the requirements of the original contract and the original RFP, and recommends Council award Amendment #2 to Harris.

### **ENVIRONMENTAL COMPLIANCE**

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

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

### **FISCAL IMPACT**

Two funding sources, Measure X in Monterey County and the Road Maintenance and Rehabilitation Act (RMRA or SB1) in the state, are estimated to contribute about \$1.5 million per year to the City of Seaside to be used for the proposed pavement upgrades. The City applied for a Bond using Measure X revenue to be used on various roadways, which equates to approximately 55% of the project scope for Phase 2. In addition, SB1 revenues will be used on the other segments not identified within the Bond's project list which equates to approximately 45% of the project scope for Phase 2.

The project will be funded proportionately across both the Measure X Bond (55%) and the SB1 (45%) revenues. It is recommended that Finance make the necessary budget adjustments to allocate funds from Measure X Bond (\$86,853.00) and SB1 (\$71,061.00) to fund the contract amendment. It is further recommended that City Council authorize the City Manager, or his designee, to execute up to an additional 15% contingency for written amendments to the Harris contract such that the full value of this contract amendment may not exceed \$181,601.10. The total contract

value, including this amendment, for the Harris & Associates Professional Services Agreement for Pavement Design Services, is for an amount not to exceed \$1,287,510, or \$1,311,197 with authorization by City Manager, or his designee, executing an amendment within the authorized contingency limits.

### **ATTACHMENTS**

1. Resolution
  2. Amendment
  3. Consultant Proposal
- 

Reviewed for Submission to the  
City Council by:



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Craig Malin, City Manager

**RESOLUTION NO. 19-\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE**

**AWARDING CONTRACT AMENDMENT #2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES PAVEMENT DESIGN SERVICES CONTRACT TO INCLUDE DESIGN SERVICES DURING CONSTRUCTION, CONSTRUCTION MANAGEMENT, AND INSPECTION SERVICES FOR AN AMOUNT NOT TO EXCEED \$157,914 AND A TOTAL NOT TO EXCEED AMOUNT WITH A 15% CONTINGENCY OF \$181,601.10.**

**WHEREAS**, The City of Seaside owns and maintains some of the public roadways within the city limits; and

**WHEREAS**, on November 1, 2018, Council Awarded the contract for the Design Services for the Pavement Rehabilitation Project to Harris & Associates; and

**WHEREAS**, the design services during construction, construction management and inspection services was not awarded with the original contract with the intention to award in conjunction with each construction phase in order to control costs; and

**WHEREAS**, Harris & Associates submitted a proposal dated June 27, 2019 to provide design services during construction, construction management, and inspection services during construction of the Phase 2 Project; and

**WHEREAS**, staff determined that Harris & Associates is qualified to perform the design services during construction, construction management and inspection services for the Phase 2 Project Improvements; and

**WHEREAS**, in accordance with Title 14, California Code of Regulations, Section 15301.c, "Existing Facilities" the following actions are categorically exempt from the California Environmental Quality Act (CEQA);

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

**NOW, THEREFORE BE IT RESOLVED**, that the City Council of the City of Seaside authorizes the City Manager to execute Contract Amendment No. 2, attached hereto, to the professional services agreement with Harris & Associates for an amount not to exceed one hundred fifty seven thousand, nine hundred fourteen dollars (\$157,914.00) for design services during construction, construction management, and inspection services for the Pavement Rehabilitation Project Phase 2; and authorizes the Finance Director to make the necessary budget adjustments to allocate \$86,853.00 from Measure X Bond and

\$71,061.00 from SB1 revenues.

**NOW, THEREFORE BE IT FURTHER RESOLVED**, that the City of Seaside City Council authorize the City Manager, or his designee, to execute up to an additional 15% contingency for written amendments to the professional services contract such that the full value of the contract amendment outlined above may not exceed \$181,601.10, and the total contract value, including this amendment, for the Harris & Associates Professional Services Agreement for Pavement Design Services, is for an amount not to exceed \$1,287,510, or \$1,311,197 with available authorized contingency.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Seaside duly held on the 15<sup>th</sup> day of August 2019 by the following vote:

|          |                 |
|----------|-----------------|
| AYES:    | COUNCILMEMBERS: |
| NOES:    | COUNCILMEMBERS: |
| ABSENT:  | COUNCILMEMBERS: |
| ABSTAIN: | COUNCILMEMBERS: |

---

Ian N. Oglesby, Mayor

ATTEST:

---

Lesley Milton-Rerig, City Clerk

**CONTRACT AMENDMENT #2**  
**PROFESSIONAL SERVICES**  
**City of Seaside**

Date: July 10, 2019

Change Requested by: X City/District       Consultant

**Contract Date**

**Project Name**

11/2/2018

Pavement Design Services

To (Consultant): Harris & Associates, Inc. 2 Salinas Street, Suite B, Salinas, CA 93901

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

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

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

Consultant shall perform the tasks described and set forth in Exhibit A, A1, and A2 attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit E, A1 and A2.

**MODIFY** the following text in Section 22, "Contents of Request for Proposal and Proposal."

Consultant is bound by the contents of City's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit E, E1, and E2 attached hereto.

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| Original Contract Amount | Previous CCO Total (Not including this Amendment) | This Amendment Total                    | Revised Contract Amount |
|--------------------------|---------------------------------------------------|-----------------------------------------|-------------------------|
| \$1,058,180              | \$71,416                                          | \$157,914                               | \$1,287,510             |
|                          |                                                   |                                         |                         |
| Original Contract Time   | Original Completion Date                          | Days To Date (Including This Amendment) | Revised Completion Date |
| 44 Months                | June, 30, 2022                                    | 1,337                                   | June, 30, 2022          |

**CONTRACT AMENDMENT #2**  
**PROFESSIONAL SERVICES**  
**City of Seaside**

|                                                                                   |                                                        |           |
|-----------------------------------------------------------------------------------|--------------------------------------------------------|-----------|
| <b>SUBMITTED BY:</b>                                                              |                                                        |           |
|  | Rick Riedl<br>City Engineer / Public Works<br>Director | 7/11/2019 |
| Signature                                                                         | Name and Title                                         | Date      |
| <b>CITY APPROVAL BY:</b>                                                          |                                                        |           |
|                                                                                   | Craig Malin<br>City Manager                            |           |
| Signature                                                                         | Name and Title                                         | Date      |

|                                                                                   |                                                  |           |
|-----------------------------------------------------------------------------------|--------------------------------------------------|-----------|
| <b>CONSULTANT<br/>ACCEPTANCE BY:</b>                                              |                                                  |           |
|  | Frank S. Lopez<br>Director, Engineering Services | 7/11/2019 |
| Signature                                                                         | Name and Title                                   | Date      |



June 27, 2019

Misty Bradshaw, PE  
Associate Engineer  
City of Seaside

## **Construction Management and Design Support Services for the Seaside Roadway Rehabilitation Package 1 Project**

Dear Mrs. Bradshaw:

We appreciate the opportunity to provide Construction Management and Design Support Services for the City of Seaside Roadway Rehabilitation Package 1 Project. Harris & Associates (Harris) recently completed the Contract Documents for the this project and now ready to assist the City during the construction and post construction phases by providing design services during construction and construction management services.

### **PROJECT UNDERSTANDING**

The project consists of rehabilitating existing pavement by performing 4" base failure repairs, applying crack seal, and applying Slurry Seal (Type II) to portions of Ord Grove Avenue, San Pablo Avenue, Broadway Avenue, and Hilby Avenue. The pavement rehabilitation of Ord Grove extends from Del Monte Boulevard to Noche Buena Street and includes approximately 5,820 SY of Slurry Seal (Type II) and approximately 3,030 LF of crack seal. The pavement rehabilitation of San Pablo Avenue extends from Noche Buena Street to General Jim Moore and includes approximately 21,280 SY of Slurry Seal (Type II), approximately 15,630 LF of crack seal, and approximately 29,350 SF of 4" base failure repair. The pavement rehabilitation of Broadway Avenue extends from Fremont Boulevard to Noche Buena Street and from Soto Street to General Jim Moore. This includes approximately 31,390 SY of Slurry Seal (Type II) and approximately 13,700 LF of crack seal. Finally, the pavement rehabilitation of Hilby Avenue extends from Yosemite Street to General Jim Moore and includes approximately 17,180 SF of 4" base failure repair, approximately 5,110 SY of Slurry Seal (Type II), and approximately 3,500 LF of crack seal.

In addition, the overall project will include removal and replacement of curb and gutter and sidewalk of approximately 2,000 SF of concrete. The project will include re-striping of all streets scheduled for rehabilitation.

## SCOPE OF SERVICES

| Task Description                                   | Our Approach                                                                                                                                                                                                              | Deliverables                                            |
|----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|
| <b>1.0 Project Administration</b>                  |                                                                                                                                                                                                                           |                                                         |
| 1.1 Project Coordination and Meetings              | We will meet with the City on a regular basis to discuss and coordinate matters concerning construction. This task also includes project oversight and invoice preparation.                                               | N/A                                                     |
| <b>2.0 Design Services During Construction</b>     |                                                                                                                                                                                                                           |                                                         |
| 2.1 Preconstruction Meeting                        | Design team members will attend the preconstruction meeting scheduled by the City.                                                                                                                                        | N/A                                                     |
| 2.2 Review Shop Drawings and Contractor Submittals | Design team members will review all contractor submittals, provide comments, and make recommendations to the City.                                                                                                        | Written review/evaluation of submittals.                |
| 2.3 Change Order Assistance                        | If required, the design team will provide the City with the necessary documentation for change order processing.                                                                                                          | Written response with direction and/or recommendations  |
| 2.4 Field Visits                                   | The design team will make necessary site visits during construction to discuss any required revisions to design, to inspect the construction, and to provide punch list items (2 field visits budgeted)                   | Meeting notes, design revisions, if necessary.          |
| 2.5 Answer Contractor RFIs and CM Questions        | The design team will respond to questions and RFIs as they come up during the construction phase of the project.                                                                                                          | Written responses to questions.                         |
| 2.6 Prepare Record Drawings                        | After construction is completed, Harris will revise the project plans based on Construction Management and Contractor markups and provide record drawings in PDF and Auto CAD format, as well as hard copies to the City. | Bond or Mylar and electronic copies of Record Drawings. |
| <b>3.0 Construction Management</b>                 |                                                                                                                                                                                                                           |                                                         |

| Task Description                                    | Our Approach                                                                                                                                                                                                                                                                                       | Deliverables                                                                      |
|-----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| 3.1 Preconstruction                                 | Construction management team members will conduct the preconstruction meeting to coordinate with the selected contractor.                                                                                                                                                                          | Meeting notes.                                                                    |
| 3.2 Construction Management and Inspection Services | Project Administration including preparation of progress pay estimates, preparation of contract change orders, and documentation of construction progress, daily quality control inspection and measurement and tracking of quantities of work completed.<br><br>Coordination of Materials Testing | Progress reports, Daily diaries, quantity records, materials testing information. |
| 3.3 Materials Testing                               | Pacific Crest Engineering will provide Materials Testing pursuant to the City's Quality Assurance Plan.                                                                                                                                                                                            | Observation Report and Testing Data                                               |
| 3.4 Project Closeout                                | Oversee completion of As-built drawings, preparation of final Pay Estimate.                                                                                                                                                                                                                        | As-Built drawings.                                                                |

## PROPOSED FEES

Our level of effort is based on the construction schedule of **40 working days** and will be provided on an "hourly not-to-exceed" basis as shown in the attached Exhibit A.

We are excited to manage this improvement for the City. We thank you for entrusting Harris to deliver for you and the Community of Seaside.

Sincerely,  
Harris & Associates, Inc.



**Frank Lopez, PE, QSD, CFM**  
Sr. Director of Engineering Services  
(831) 233-9242 ■ Frank.Lopez@WeAreHarris.com

Enclosure: Exhibit A & B - Fee Estimate

## LEVEL OF EFFORT - EXHIBIT A

## HARRIS ASSOCIATES

**CITY OF SEASIDE  
ROADWAY REHABILITATION PACKAGE 1  
DESIGN SERVICES DURING CONSTRUCTION AND CONSTRUCTION MANAGEMENT**

| TASK, PHASE, DESCRIPTION                                              | STAFF                                                                      | Project Director<br>F Lopez<br>HOURS | Project Manager<br>S Natarajan<br>HOURS | Project Engineer<br>A Fernandez<br>HOURS | Design Engineer<br>C Mercado<br>HOURS | TOTALS   |
|-----------------------------------------------------------------------|----------------------------------------------------------------------------|--------------------------------------|-----------------------------------------|------------------------------------------|---------------------------------------|----------|
|                                                                       | DESIGN SERVICES DURING CONSTRUCTION (DSDC) AND CONSTRUCTION MANAGEMENT     |                                      |                                         |                                          |                                       |          |
| 1.0 PROJECT ADMINISTRATION                                            |                                                                            |                                      |                                         |                                          |                                       |          |
| 1.1 Project Coordination and Meetings                                 | 4                                                                          | 40                                   | 8                                       |                                          |                                       |          |
| SUBTOTAL HOURS                                                        | 4                                                                          | 40                                   | 8                                       | 0                                        |                                       | 52       |
| SUBTOTAL DOLLARS                                                      | \$1,000                                                                    | \$7,600                              | \$1,400                                 | \$0                                      |                                       | \$10,000 |
| 2.0 DESIGN SERVICES DURING CONSTRUCTION                               |                                                                            |                                      |                                         |                                          |                                       |          |
| 2.1 Pre Construction Meeting                                          |                                                                            | 6                                    | 6                                       |                                          |                                       |          |
| 2.2 Review Shop Drawings/Contractor Submittals (Assumed 5 Submittals) |                                                                            | 6                                    | 8                                       | 12                                       |                                       |          |
| 2.3 Change Order Assistance (2 Change orders assumed)                 |                                                                            | 8                                    | 16                                      | 8                                        |                                       |          |
| 2.4 Meetings/Site Visits (2 budgeted)                                 |                                                                            | 8                                    | 8                                       |                                          |                                       |          |
| 2.5 Design Clarifications and RFI Responses (Assumed 10 RFIs)         |                                                                            | 12                                   | 16                                      | 16                                       |                                       |          |
| 2.6 Prepare Record Drawings                                           | 2                                                                          | 8                                    | 16                                      | 32                                       |                                       |          |
| SUBTOTAL HOURS                                                        | 2                                                                          | 48                                   | 70                                      | 68                                       |                                       | 188      |
| SUBTOTAL DOLLARS                                                      | \$500                                                                      | \$9,120                              | \$12,250                                | \$10,200                                 |                                       | \$32,070 |
| HARRIS DESIGN HOURS AND COST                                          |                                                                            |                                      |                                         |                                          |                                       |          |
| HOURS PER POSITION                                                    | 6                                                                          | 88                                   | 78                                      | 68                                       |                                       |          |
| HOURLY RATE (TYPICAL)                                                 | \$250                                                                      | \$190                                | \$175                                   | \$150                                    |                                       |          |
| 3.0 CONSTRUCTION MANAGEMENT                                           |                                                                            |                                      |                                         |                                          |                                       |          |
| 3.1 Pre Construction                                                  | Refer to Construction Management Cost of Services<br>Worksheet (Exhibit B) |                                      |                                         |                                          | \$5,200                               |          |
| 3.2 Construction Management and Inspection Services                   |                                                                            |                                      |                                         |                                          | \$79,444                              |          |
| 3.3 Project Closeout                                                  |                                                                            |                                      |                                         |                                          | \$13,350                              |          |
| SUBTOTAL DOLLARS                                                      |                                                                            |                                      |                                         |                                          | \$97,994                              |          |
| A. SUBCONSULTANT COST - FIRM                                          | ROLE                                                                       |                                      | CODE                                    | FEE                                      |                                       |          |
| Pacific Crest Engineering                                             | Materials Testing                                                          |                                      | PCE                                     | 13,000                                   |                                       |          |
| SUBCONSULTANT TOTAL COST:                                             |                                                                            |                                      |                                         |                                          | \$13,000                              |          |
| SUBCONSULTANT MARK-UP (5%)                                            |                                                                            |                                      |                                         |                                          | \$650                                 |          |
| OTHER DIRECT COSTS                                                    |                                                                            |                                      |                                         |                                          | \$4,200                               |          |
| TOTAL COST (NOT TO EXCEED):                                           |                                                                            |                                      |                                         |                                          | Total: \$157,914                      |          |

**ASSUMPTIONS:**

- Hours and fee may be renegotiated if the project is delayed by factors beyond Harris' control.
- The number of budgeted meetings and site visit will not exceed the numbers indicated in the above spreadsheet.
- The number of budgeted submittal reviews and RFI Responses will not exceed the numbers shown in the above spreadsheet.
- Refer to Exhibit B for level of effort and assumptions for Construction Management and Inspection Services.

**EXHIBIT B****CITY OF SEASIDE ROADWAY REHABILITATION PACKAGE 1  
Construction Management Cost of Services Worksheet**

| Project Schedule   |  | 2019 |     |     |     |     |     |
|--------------------|--|------|-----|-----|-----|-----|-----|
|                    |  | Jul  | Aug | Sep | Oct | Nov | Dec |
| Calendar days      |  | 31   | 30  | 30  | 31  | 30  | 31  |
| Work days          |  | 22   | 22  | 20  | 22  | 18  | 21  |
| Hrs                |  | 176  | 176 | 160 | 176 | 144 | 168 |
| Bid/Award Phase    |  |      |     |     |     |     |     |
| Preconstruction    |  |      |     |     |     |     |     |
| Construction Phase |  |      |     |     |     |     |     |
| Closeout           |  |      |     |     |     |     |     |

|  | Staffing |                |                    |          |
|--|----------|----------------|--------------------|----------|
|  | CM       | Inspector (PW) | Inspector (non-PW) | Admin    |
|  | \$200    | \$187          | \$145              | \$105    |
|  | 104      | 302            | 56                 | 120      |
|  | \$20,800 | \$56,474       | \$8,120            | \$12,600 |

| Task                            | Hours    |     |     |     |     |     | Total Fee   |             |
|---------------------------------|----------|-----|-----|-----|-----|-----|-------------|-------------|
|                                 | Jul      | Aug | Sep | Oct | Nov | Dec |             |             |
| Preconstruction                 |          |     |     |     |     |     |             |             |
| CM                              |          | 16  |     |     |     |     | \$3,200.00  |             |
| Inspector (non-Prevailing Wage) |          | 8   |     |     |     |     | \$1,160.00  |             |
| CM Admin/Document Control       |          | 8   |     |     |     |     | \$840.00    |             |
| Preconstruction Subtotal        |          |     |     |     |     |     | \$5,200.00  |             |
|                                 |          |     |     |     |     |     |             |             |
| Construction                    |          |     |     |     |     |     |             |             |
| CM                              |          |     | 36  | 28  |     |     | \$12,800.00 |             |
| Inspector (Prevailing Wage)     |          |     | 150 | 152 |     |     | \$56,474.00 |             |
| Inspector (Non-Prevailing Wage) |          |     | 10  | 8   |     |     | \$2,610.00  |             |
| Admin                           |          |     | 40  | 32  |     |     | \$7,560.00  |             |
| Construction Subtotal           |          |     |     |     |     |     | \$79,444.00 |             |
|                                 |          |     |     |     |     |     |             |             |
| Close-out                       |          |     |     |     |     |     |             |             |
| CM                              |          |     |     |     | 24  |     | \$4,800.00  |             |
| Inspector (Non-Prevailing Wage) |          |     |     |     | 30  |     | \$4,350.00  |             |
| Admin/Document Control          |          |     |     |     | 40  |     | \$4,200.00  |             |
| Close-out Subtotal              |          |     |     |     |     |     | \$13,350.00 |             |
|                                 |          |     |     |     |     |     |             |             |
|                                 | TOTALS = | 0   | 32  | 236 | 220 | 94  | 0           | \$97,994.00 |

|                            |                     |
|----------------------------|---------------------|
| <b>Other Direct Costs</b>  |                     |
| ODC's (vehicles)           | \$4,200.00          |
| Materials Testing (DBE)    | \$13,000.00         |
| Subconsultant Markup (5%)  | \$650.00            |
| <b>Total ODC's</b>         | <b>\$17,850.00</b>  |
| <b>Total Estimated Fee</b> | <b>\$115,844.00</b> |

Note 1: This estimate is based on a construction schedule of 40 work days, with construction starting in September 2019

Note 2: This estimate is based on 8hrs per week for CM and 40hrs per week for Inspection

Note 3: Should actual schedule require more or less construction management services than proposed, adjustments to this estimate will be required.

Note 4: Overtime, weather, holidays and potential time extensions or delays will result in additional construction management efforts.

Note 5: Desk space provided by contractor/City - includes copier & WiFi access



**CITY OF SEASIDE  
STAFF REPORT**

**Item No.: 8.H.**

**TO:** City Council

**FROM:** Craig Malin, City Manager

**BY:** Lesley Milton, Assistant City Manager

**DATE:** August 15, 2019

**SUBJECT: ADOPT A RESOLUTION FOR DESIGNATION OF VOTING  
DELEGATES AND ALTERNATES AT THE LEAGUE OF CALIFORNIA  
CITIES ANNUAL CONFERENCE OCTOBER 16-18, 2019, IN LONG  
BEACH, CALIFORNIA**

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**PURPOSE & RECOMMENDATION**

That the City Council appoint Mayor Ian Oglesby as the voting delegate at the conference.

**BACKGROUND**

The League of California Cities, of which the City of Seaside is a member, is hosting their annual Conference October 16 to October 18, 2019 in Long Beach, CA. At the annual business meeting, the League adopts policy resolutions on issues of statewide importance that have direct bearing on municipal affairs and that are of broad municipal interest.

In order to vote on the League of California Cities' Annual Policy Resolutions, the City Council must designate one (1) voting delegate and up to two (2) alternates to vote at the Annual League of California Cities' business and the General Resolutions Committee. Voting delegates must be registered for the conference.

It is recommended that the City Council Approve the appointment of Mayor Ian Oglesby as the voting delegate representing the City of Seaside at the League of California Cities Annual Conference.

**FISCAL IMPACT**

None.

**ATTACHMENTS**

1. Delegate Resolution

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Reviewed for Submission to the  
City Council by:



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Craig Malin, City Manager

**RESOLUTION NO. 19-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE**

**DESIGNATING VOTING DELEGATES AND ALTERNATES FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE OCTOBER 16-18, 2019**

**WHEREAS,** WHEREAS, The League of California Cities (the League) is an association of California city officials who work together to enhance their knowledge and skills, exchange information, and combine resources so that they may influence policy decisions that affect cities; and

**WHEREAS,** the City of Seaside is a voting member of the League; and

**WHEREAS,** at the annual business meeting, the League adopts policy resolutions on issues of statewide importance that have direct bearing on municipal affairs and that are of broad municipal interest; and

**WHEREAS,** voting delegates must be registered for the League Annual Conference held October 16-18, 2019; and

**WHEREAS,** in order to vote on the League of California Cities' Annual Policy Resolutions, the City Council must designate one (1) voting delegate and up to two (2) alternates to vote at the Annual League of California Cities' business meeting during the conference.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Seaside designates Mayor Ian Oglesby as the voting delegate for the Annual Conference held on October 16-18, 2019.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Seaside duly held on the 18th day of May 2019 by the following vote:

|          |                  |
|----------|------------------|
| AYES:    | COUNCIL MEMBERS: |
| NOES:    | COUNCIL MEMBERS: |
| ABSENT:  | COUNCIL MEMBERS: |
| ABSTAIN: | COUNCIL MEMBERS: |

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Ian N. Oglesby, Mayor

ATTEST:

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Lesley Milton-Rerig, City Clerk



## **CITY OF SEASIDE STAFF REPORT**

**Item No.: 8.I.**

**TO:** City Council

**FROM:** Craig Malin, City Manager

**BY:** Lesley Milton, Assistant City Manager

**DATE:** August 15, 2019

**SUBJECT: DECLARE VACANCIES ON BOARDS, COMMISSIONS AND COMMITTEES**

---

### **PURPOSE & RECOMMENDATION**

That the City Council declare vacancies on the Neighborhood Improvement Program, Board of Architectural Review, Homeless Committee, Environmental Committee and Community Development and Advisory Committee and authorize the City Clerk to advertise for said vacancies.

### **BACKGROUND**

The intent of this item is to declare vacancies for various Boards, Commissions and Committees due to resignations, attendance or issues with non-compliance with rules and regulations according to the Board and Commission handbook. The duties and responsibilities of the Commission and Committee members are listed in the adopted handbook that can be found at the following link:

It is requested that the following vacancies be declared and authorize the City Clerk to post and advertise said vacancies to encourage citizen participation pursuant to the Government Code.

Board of Architectural Review (1 vacancy): Mitsugu Mori  
Neighborhood Improvement Program (3 vacancies): Jeff Stark, Bret Neilson, Patricia Keshmiri  
Community Development Advisory Committee (1 vacancy): Zeke Rivera  
Homeless Committee (2 vacancies): Latoya Allen, Natalia Molina  
Environmental Committee (2 vacancies): Christine Revelas, Lori Zaknich Bala

All Board and Commission positions are volunteer positions. The City of Seaside thanks all volunteer members for the time they dedicate and valuable input they provide to make our community better.

### **FISCAL IMPACT**

The only fiscal impact associated with this item is the publication of vacancies in the newspaper which is currently budgeted for FY 2019/20.

### **ATTACHMENTS**

None

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Reviewed for Submission to the  
City Council by:



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Craig Malin, City Manager



**CITY OF SEASIDE  
STAFF REPORT**

**Item No.: 9.A.**

**TO:** City Council

**FROM:** Craig Malin, City Manager

**BY:** Kurt Overmeyer, Economic Development Manager

**DATE:** August 15, 2019

**SUBJECT: CONDUCT A PUBLIC HEARING UNDER THE TAX AND EQUITY FISCAL RESPONSIBILITY ACT ("TEFRA") IN CONNECTION WITH THE PROPOSED ISSUANCE OF REVENUE BONDS BY THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY ("CMFA"), A JOINT EXERCISE OF POWERS AUTHORITY AND PUBLIC ENTITY OF THE STATE OF CALIFORNIA, IN AN AMOUNT NOT TO EXCEED \$55,000,000 TO FINANCE OR REFINANCE THE ACQUISITION, REHABILITATION, IMPROVEMENT AND EQUIPPING OF A 192-UNIT MULTIFAMILY RENTAL HOUSING PROJECT LOCATED AT 1466 YOSEMITE STREET, SEASIDE, CALIFORNIA.**

---

**PURPOSE & RECOMMENDATION**

Adopt the resolution approving the issuance of the Bonds by the CMFA for the benefit of Seaside Housing L.P., (the "Borrower") a partnership of which Terrex Development Corporation (the "Developer") for the purposes of satisfying the requirements of TEFRA, the Code and the California Government Code Section 6500. There is no fiscal obligation or liability to the City.

**BACKGROUND**

The Borrower has requested that the CMFA serve as the municipal issuer of the Bonds in an aggregate principal amount not to exceed \$55,000,000 of tax-exempt revenue bonds. The proceeds of the Bonds will be used to finance or refinance the acquisition, rehabilitation, improvement and equipping of a 192-unit multifamily rental housing project located at 1466 Yosemite Street, Seaside, California.

In order for all or a portion of the Bonds to qualify as tax-exempt bonds, the City of Seaside must conduct a public hearing (the "TEFRA Hearing") providing for the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Prior to such TEFRA Hearing, reasonable notice must be provided to the members of the community. Following the close of the TEFRA Hearing, an "applicable elected representative" of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project.

### **CALIFORNIA MUNICIPAL FINANCE AUTHORITY:**

The CMFA was created on January 1, 2004 pursuant to a joint exercise of powers agreement to promote economic, cultural and community development, through the financing of economic development and charitable activities throughout California. To date, over 310 municipalities, including the City of Seaside, have become members of CMFA.

The CMFA was formed to assist local governments, non-profit organizations and businesses with the issuance of taxable and tax-exempt bonds aimed at improving the standard of living in California. The CMFA's representatives and its Board of Directors have considerable experience in bond financings.

### **FISCAL IMPACT**

The Bonds to be issued by the CMFA for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, moral obligation, liability or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the City or the State of California but are to be paid for solely from funds provided by the Borrower.

The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation (the "Foundation"), acts as the Board of Directors for the CMFA. Through its conduit issuance activities, the CMFA shares a portion of the issuance fees it receives with its member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. With respect to the City of Seaside, it is expected that that a portion of the issuance fee attributable to the City will be granted by the CMFA to the general fund of the City. Such grant may be used for any lawful purpose of the City.

### **ATTACHMENTS**

1. DelmonteTEFRARESO

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Reviewed for Submission to the  
City Council by:



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Craig Malin, City Manager

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE  
APPROVING THE ISSUANCE OF THE CALIFORNIA MUNICIPAL  
FINANCE AUTHORITY MULTIFAMILY HOUSING REVENUE BONDS  
IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED  
\$55,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING  
THE ACQUISITION, REHABILITATION, IMPROVEMENT AND  
EQUIPPING OF DEL MONTE MANOR AND CERTAIN OTHER  
MATTERS RELATING THERETO**

**WHEREAS**, Seaside Housing L.P. (the “Borrower”) a partnership of which Terrex Development Corporation (the “Developer”) or a related person to the Developer is the general partner, has requested that the California Municipal Finance Authority (the “Authority”) adopt a plan of financing providing for the issuance of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 (the “Code”) in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed \$55,000,000 in aggregate principal amount (the “Bonds”), to finance or refinance the acquisition, rehabilitation, improvement and equipping of a 192-unit multifamily rental housing project located at 1466 Yosemite Street, Seaside, California (the “Project”); and

**WHEREAS**, pursuant to Section 147(f) of the Code, the issuance of the Bonds by the Authority must be approved by the City of Seaside (the “City”) because the Project is located within the territorial limits of the City; and

**WHEREAS**, the City Council of the City (the “City Council”) is the elected legislative body of the City and is one of the “applicable elected representatives” required to approve the issuance of the Bonds under Section 147(f) of the Code; and

**WHEREAS**, the Authority has requested that the City Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the “Agreement”), among certain local agencies, including the City; and

**WHEREAS**, pursuant to Section 147(f) of the Code, the City Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority;

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

Section 1. The foregoing resolutions are true and correct.

Section 2. The City Council hereby approves the issuance of the Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitute approval of the issuance of the Bonds by the Authority, for the purposes of (a) Section 147(f) of the Code by the

applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located, in accordance with said Section 147(f) and (b) Section 4 of the Agreement.

Section 3. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to the Bonds.

Section 4. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation, installation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

Section 5. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

Section 6. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Seaside this 15h day of August, 2019.

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

[SEAL]

Attest:

By: \_\_\_\_\_  
City Clerk



## **CITY OF SEASIDE STAFF REPORT**

**Item No.: 9.B.**

**TO:** City Council

**FROM:** Craig Malin, City Manager

**BY:** Lesley Milton, Assistant City Manager

**DATE:** August 15, 2019

**SUBJECT: INTRODUCTION OF AN ORDINANCE TO ESTABLISH A  
COMMISSION ON JOB OPPORTUNITIES AND BUSINESSES IN  
SEASIDE (CJOBS)**

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### **PURPOSE & RECOMMENDATION**

Introduce, conduct a public hearing, waive the first reading and pass to print the draft ordinance to modify the Seaside Municipal Code Section 2.14 Establishing a Commission on Jobs, Opportunities and Businesses in Seaside (CJOBS)

### **BACKGROUND**

In 2016 the City had adopted an ordinance creating an Economic Development Commission. Due to staffing challenges and other concerns, the Commission was never fully functional and was discontinued. As Seaside has begun offering more citizen involvement in areas of policy development and implementation and we would like more input into the development our strong regional economy. It seems appropriate to establish a commission that focuses on job creation, economic viability and the health and success of our local businesses.

The proposed ordinance would modify Municipal Code Chapter 2, creating section 2.18 establishing the composition, term of office, duties, staff support and frequency of meetings.

### **FISCAL IMPACT**

There is no cost to the adoption of the ordinance other than legal noticing. There will be organizational costs of staff time to recruit and maintain volunteer commission members and to staff this commission with a staff liaison, who is being designated as

the City Manager.

**ATTACHMENTS**

1. Draft Ordinance

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Reviewed for Submission to the  
City Council by:



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Craig Malin, City Manager

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE**

**AMENDING SEASIDE MUNICIPAL CODE CHAPTER 2.18 TO COMMISSION ON  
JOB OPPORTUNITIES, AND BUNESSES IN SEASIDE (C-JOBS)**

**WHEREAS**, the City of Seaside's ability to deliver improved services and enhanced quality of life for its citizens rests upon a foundation of investment and business growth within the city; and

**WHEREAS**, Seaside's best future is best achieved by involving citizens in City policy development and implementation; and

**WHEREAS**, tapping the wealth of business acumen and enthusiasm for civic progress that abounds in Seaside through expanding volunteer opportunities is an economic development best practice; and

**WHEREAS**, a diverse, thriving community with healthy neighborhoods, a vibrant down town, a strong regional economy, career pathways and "housing affordability" for all incomes, makes a sustainable city.

**NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF SEASIDE  
ORDAINED AS FOLLOWS:**

**SECTION 1. FINDINGS**

The above findings are true and correct and by this reference are incorporated as an integral part of this ordinance.

**SECTION 2: REVISIONS TO CHAPTER 2**

**2.18.010 Created**

Economic Development Commission is hereby renamed the Commission on Jobs, Opportunities, and Business in Seaside (C-JOBS).

**2.18.020 Composition and Terms of Office**

C-JOBS shall consist of 9 (nine) voting members appointed by the Mayor and approved by the City Council. In addition, the Mayor and Mayor Pro Tem shall serve as ex-official, non-voting members.

Composition of membership should include representatives from businesses and labor, commercial or industrial property owners, government or government-affiliated official, or

owner, officer or managing executive of a business or an industry located in the city, and/or residents at-large.

Voting members of the commission shall be persons selected for their business knowledge and interest in economic development issues. Five 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.

#### **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. Five of the commission members shall be appointed for terms ending on January 31<sup>st</sup> in even-numbers years and four members for terms ending on January 31<sup>st</sup> in odd-numbers years.

#### **2.18.040 Duties**

C-JOBS shall 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.

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.

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.

#### **2.18.050 Staff Support**

The City Manager shall serve as staff liaison to the Commission.

#### **2.18.060 Meetings**

Commission on Jobs, Opportunities, and Business in Seaside shall meet on an as-needed basis, but not less than quarterly. 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.

### **SECTION 3. REPEAL & SEVERABILITY**

The City Council declares that, should any provision, section, paragraph, sentence, or word of this ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, or words of this ordinance are hereby adopted shall remain in full force and effect.

#### **SECTION 4. EFFECT**

This ordinance takes effect 30 days following the date of its passage.

**INTRODUCED** at a regular meeting of the City Council of the City of Seaside held on the 15th day of August 2019 and passed to print:

**PASSED, APPROVED AND ADOPTED** at a {Meeting type} meeting of the City Council of the City of Seaside held on the \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_ by the following roll call vote:

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

\_\_\_\_\_  
Ian N. Oglesby, Mayor

ATTEST:

\_\_\_\_\_  
Lesley Milton-Rerig, City Clerk



**CITY OF SEASIDE  
STAFF REPORT**

**Item No.: 9.C.**

**TO:** City Council

**FROM:** Craig Malin, City Manager

**BY:** Dan Meewis, Recreation Director  
Roberta Greathouse, Human Resources Director/Risk Manager

**DATE:** August 15, 2019

**SUBJECT: EXTENSION OF URGENCY ORDINANCE #1060 AMENDING  
CHAPTER 9.08 OF THE SEASIDE MUNICIPAL CODE  
ESTABLISHING REGULATIONS FOR THE USE OF DESIGNATED  
SKATEBOARDING AREAS (ROLL CALL VOTE, REQUIRES 4/5  
APPROVAL)**

---

**PURPOSE & RECOMMENDATION**

The purpose of this item is to extend the urgency ordinance approved on July 18, 2019, modifying Chapter 9.08 of the Seaside Municipal Code establishing regulations for the use of designated skateboarding areas. This ordinance will expire on upon the effective date of a permanent ordinance.

**BACKGROUND**

Health and Safety Code Section 115800 requires local public agencies operating an unsupervised skatepark facility to adopt an ordinance requiring persons riding a skateboard or other wheeled recreational device at the facility to wear a helmet, elbow pads, and knee pads.

Furthermore, agencies are required to post signs at the facility that provide reasonable notice of the requirement to wear helmets, elbow pads, and knee pads and that a person failing to do so will be subject to citation pursuant to the ordinance.

The proposed revision to Chapter 9.08 of the Seaside Municipal Code satisfies the requirements of the Health and Safety Code and authorizes the Recreation Director and his/her designee to issue administrative citations in accordance with Chapter 2.56 of the Municipal Code.

This urgency ordinance is being recommended to ensure an ordinance that complies with Health and Safety Code section 115800 is in place prior to the opening of the skatepark.

### **FISCAL IMPACT**

This is no fiscal impact associated with the adoption of this ordinance.

### **ATTACHMENTS**

1. 1060 Skate\_Park\_Ordinance hs 115800 urgency
- 

Reviewed for Submission to the  
City Council by:

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

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Craig Malin, City Manager

## **ORDINANCE NO. 1060**

### **AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE AMENDING CHAPTER 9.08 OF THE SEASIDE MUNICIPAL CODE ESTABLISHING REGULATIONS FOR THE USE OF DESIGNATED SKATEBOARDING AREAS.**

The City Council of the City of Seaside, California does ordain as follows:

#### **Section 1. FINDINGS AND PURPOSE.**

- A. The purpose of this Ordinance is to provide minor technical amendments, add new sections related to the designated use of skateboarding areas, and restate portions of Chapter 9.08 of the Seaside Municipal Code.
- B. Health and Safety Code Section 115800 related to recreational safety requires agencies operating skateparks to adopt an ordinance requiring users to wear a helmet, elbow pads, and knee pads.
- C. The City's skatepark is scheduled to open at the end of August 2019.
- D. Therefore, to ensure the safety of skatepark users, an urgent necessity exists for the City to adopt temporary rules and regulations that comply with H&S Section 115800 until such time as a permanent ordinance can be adopted.

#### **Section 2. AMENDMENT AND RESTATEMENT OF CHAPTER 9.08.010**

Municipal Code Sub-Section 9.08.010 related to definitions is hereby amended to read as follows:

##### **9.08.010 Definitions.**

For the purposes of this chapter, unless otherwise apparent from the context, certain words and phrases used in this chapter are defined as follows:

"Caretaker" means the person or persons who are responsible for the care and maintenance of the city park areas or facilities.

"Director" means the director of recreation services.

"In-line skates/roller blades" means a form of skate with non-metallic skate wheels mounted to the bottom of each boot or shoe, one in front of the other running down the center of the boot or shoe.

"Other Wheeled Recreational Device" means non-motorized bicycles, scooters, in-line skates, roller skates, or wheelchairs.

"Park area" or "facility" means any public park, playground, recreational area, recreational facility or building, swimming pool, greenbelt, landscaped area around public building, or other area in the city owned or used by the city and devoted to active or passive recreation.

"Person" or "applicant" means any person, firm, partnership, association, corporation, company, league or organization of any kind who desires to use or uses any city park area or facility.

"Roller skates" means a form of skate with four non-metallic wheels affixed to the bottom of each boot or shoe with a wheel situated at the outer four corners of each boot or shoe.

"Scooter" means a vehicle that typically has one front and one rear wheel with a low footboard between, is steered by a handlebar, and is propelled by pushing one foot against the ground while resting the other on the footboard.

"Skate park" and "park" mean the cement surface that is designed and used for skating. The park area includes the bowl.

"Skate park facility" means the skate park together with the adjacent public parking, picnic and seating areas, if any.

"Skate park user" means a user of any wheeled recreational device allowed by Section 9.08.040.

"Skateboard" means a wheeled device for riding upon with an oblong rigid material mounted on non-metallic skate wheels and propelled by human power.

"Vehicle" means any wheeled conveyance, whether motor-powered, animal-drawn or self-propelled. "Vehicle" includes any trailer of any size, kind or description. An exception is made for vehicles in the services of the city.

### **Section 3. AMENDMENT AND RESTATEMENT OF CHAPTER 9.08.020**

Municipal Code Sub-Section 9.08.020 is hereby amended to update the name of the recreation department to read as follows:

#### **9.08.020 Jurisdiction.**

All park areas and facilities shall be under the administrative jurisdiction of the department of recreation services.

### **Section 4. ADDITION OF SECTION 9.08.045 SKATEBOARDING AREAS**

A new section 9.08.040 related to Skateboarding Areas is added to Chapter 9.08 of the Municipal Code add the following section:

#### **9.08.040 Skateboarding Areas.**

- A. **Rules and Regulations.** Skate park users in violation of the facility rules and regulations shall be subject to administrative citation pursuant to Seaside Municipal Code:
1. All skate park users shall wear a helmet, knee pads and elbow pads at all times when using the facility. All safety equipment shall be in good condition and repair and must fit the skater properly.
  2. Hours. It is unlawful for any person to use or be present upon the skate park facility at any time other than the approved hours of operation. Signs shall be posted about the Skate Park Facility indicating the hours of operation.
  3. In addition to the rules set forth in this section, the director may establish other reasonable rules and regulations to protect the skate park facility or the skate park and the persons using them from injury or damage.
  4. Bicycles are not permitted to be used in the skate park.

B. **Unsupervised venue - Assumption of Risk**

The City of Seaside Skate Park is an unsupervised recreational venue. The director shall cause to be posted signs at the skate park, facing the interior and exterior of the skate park, stating, at a minimum:

- Use of skateboards and other wheeled recreational devices are hazardous activities.
- Use of the facility is at the user's own risk.
- Skate park hours.
- Helmets, kneepads, and elbow pads are required to be worn while using the designated skate park area.
- Failure to wear helmets, kneepads, and elbow pads in the designated skate park area will subject persons to citation (Municipal Code Section 9.08.070).

#### **Section 5. AMENDMENT AND RESTATEMENT OF SECTION 9.08.060 (A)**

Municipal Code Sub-Section 9.08.060(A) is hereby amended and restated as follows:

##### **9.08.060 Prohibitions generally.**

A. Dogs and Animals in Public Places.

1. Any supervised and on-leash dog is allowed at all city of Seaside parks, natural trail or path with the exception of Pachetti Dog Park which allows for supervised and off-leash dogs. When in public areas, all dogs must be on a leash that cannot exceed six feet in length.

2. No dogs are allowed on city athletic fields or in designated skate park facilities.
3. The city may, by regulation, prohibit dogs at designated community events for public safety reasons. The city shall promulgate regulations to ensure that use by persons with dogs is compatible with use of these areas by other persons.
4. No dog may be left unattended and/or attached, tied or chained to any object.
5. Dog owners or custodians are required to pick up their dogs' droppings.

## **Section 6. AMENDMENT AND RESTATEMENT OF SECTION 9.08.070**

Municipal Code Sub-Section 9.08.070 is hereby amended to add the following section related to enforcement and administrative citations:

### **9.08.070 Enforcement.**

A. The director of recreation services, the chief of police, and their duly authorized employees shall enforce the provisions of this chapter, and shall have the authority to eject from park areas and facilities any person acting in violation of these rules and regulations, and to confiscate any property being used in such a manner so as to endanger persons or property.

B. Administrative citations, fines, parent/guardian responsibility and administrative hearing.

1. The director, and his/her designee, shall have authority to issue administrative citations and administrative fines in accordance with applicable provisions of Chapter 2.56 of the Seaside Municipal Code and this Chapter.

2. The parent or legal guardian having control or custody of an un-emancipated minor whose conduct violate this chapter shall be jointly and severally liable with the minor for the amount of any administrative fine imposed pursuant to this section.

3. Administrative citations and fines issued under this section shall be subject to the administrative hearing provisions of Chapter 2.56.

## **Section 7. 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 8. URGENCY MEASURE.**

Pursuant to the facts set forth herein above, this ordinance is hereby declared to be an urgency measure necessary for immediate protection of the public health, safety and general welfare, and shall become effective immediately upon adoption if approved by at least four-fifths vote of the City Council and shall be in effect until the adoption of a permanent ordinance.

**SECTION 9.** The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same or a summary thereof to be published and posted in the manner required by law.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Seaside held on the 15<sup>th</sup> day of August 2019 by the following vote:

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

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Ian N. Oglesby, Mayor

ATTEST:

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Lesley Milton-Rerig, City Clerk



**CITY OF SEASIDE  
STAFF REPORT**

**Item No.: 9.D.**

**TO:** City Council

**FROM:** Craig Malin, City Manager

**BY:** Lesley Milton, Assistant City Manager  
Gloria Stearns, Community Development Manager  
Roberta Greathouse, Human Resources Director/Risk Manager

**DATE:** August 15, 2019

**SUBJECT: INTRODUCTION OF AN ORDINANCE TO PERMIT, BY LICENSE,  
SLEEPING IN VEHICLES UNDER SMC CHAPTER 8.23 SAFE  
PARKING (FIRST READING)**

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**PURPOSE & RECOMMENDATION**

Introduce and pass to print the first reading draft ordinance establishing licensing to operate a safe parking program.

**BACKGROUND**

The City of Seaside is keenly aware of the housing shortage for low-income individuals and families that can result in homelessness, including living on the streets, in homeless encampments, and/or dwelling in vehicles due to an inability to obtain affordable housing. The City has made a concerted effort to understand and reduce homelessness including donating to the Veterans Transition Center creating affordable veteran housing, establishing a Homeless Committee, partnering and participating in regional meetings regarding affordable housing, economic development and job creation, and issuing statements of support for the establishment of a homeless shelter for women and children.

The City Council is committed to provide options to ameliorate and assist individuals and families to transition to other housing options and allowing vehicles to be used as shelter is one of those options. On October 4, 2018, the City adopted Resolution 18-104 declaring a shelter crisis in the City and upon such declaration by the City Council, Government Code sections 8698 through 8698.2 allow the permitting for persons without the ability to obtain housing to occupy such designated (public) facilities for the

duration of the shelter crisis.

The attached draft Ordinance establishes the provisions for licensing a safe parking program, outlines the minimum standards for granting a license, provides for a process to review those licenses, and sets forth other elements to minimize negative effect on surrounding neighborhoods.

Key elements of this program include the following:

- Notice to all residents and businesses located within 300 feet of the proposed location prior to any Council meeting where the City Council will consider issuance of an initial license.
- Hours of operation from 10 pm to 6 am, unless otherwise established through the license, on a site, by site basis. Note: The County of Monterey program runs 7 pm to 7 am, but the current Municipal Code defines "overnight" as 10 pm to 6 am at other public locations.
- At a minimum, safe parking locations will be required to provide: restroom(s), handwashing station, and trash facilities during the safe parking facility hours. These items will be screened from public view.
- Each license will have an approved operating plan that includes the following:
  - o Security information
  - o Staff contact information
  - o Neighborhood outreach efforts
  - o Pet policy
  - o Client intake process
  - o Facility maintenance plan
  - o List the array of services / programs provided
  - o Hours of operation
  - o Participant rules
  - o Site plan, noting location of required facilities and distances to nearest off-site buildings
- Absent any substantiated written complaints or code enforcement / police department issues that would be deemed a public nuisance, licenses will be reviewed and renewed annually by the Community Development Director. Any permits recommended for revocation will be submitted to the City Council for consideration prior to their revocation.

## **FISCAL IMPACT**

The City is not proposing to charge any fees for the application and license process at this time and will absorb the administrative costs for the processing and issuance of licenses. As this is a new program and there may be some unanticipated elements, if it

is determined that the administrative time is excessive, staff may return to the Council at a future date for the establishment of fees.

**CEQA EXEMPTION SECTION 15061(B)(3)**

In accordance with Section 15061(b)(3) of the California Environmental Quality Act Guidelines, the project is exempt from CEQA based on the fact that it can be seen with certainty that the parking of vehicles for use as a temporary sleeping quarters during the evening will not have a significant impact on the environment.

**ATTACHMENTS**

1. Draft Ordinance
  2. 18-104 Declaration of shelter crisis
- 

Reviewed for Submission to the  
City Council by:

A handwritten signature in blue ink, consisting of a large, stylized 'C' followed by several horizontal strokes.

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Craig Malin, City Manager

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE**

**AMENDING SEASIDE MUNICIPAL CODE ADDING CHAPTER 8.23 SAFE  
PARKING**

**FINDINGS**

**WHEREAS**, throughout the City of Seaside, there is a housing shortage for low-income individuals and families that results in a significant number of such persons experiencing homelessness, living on the streets, in homeless encampments and/or dwelling in their vehicles without the ability to obtain affordable housing; and

**WHEREAS**, the City of Seaside is included in the County-wide Ten-Year Plan to End Homelessness and undertaken multiple efforts at the local level to combat homelessness; and

**WHEREAS**, the City of Seaside finds that the number of homeless is significant, and these persons are without the ability to obtain shelter; and

**WHEREAS**, such inability to obtain shelter results in a threat to the health and safety of such persons, particularly during times of inclement weather; and

**WHEREAS**, Government Code sections 8698 through 8698.2 permit the City of Seaside to declare a "shelter crisis" upon finding that the foregoing circumstances exist; and

**WHEREAS**, upon such declaration by the City Council, the foregoing statutes further allow the City to permit such persons without the ability to obtain housing to occupy such designated (public) facilities for the duration of the shelter crisis; and

**WHEREAS**, City of Seaside is committed to ensuring children, families and individuals experiencing homelessness have access to a safe shelter or location to use their vehicles as shelter as they work on moving out of homelessness; and

**WHEREAS**, the City of Seaside City Council is committed to provide services such as shelter and safe parking options to ameliorate and assist individuals and families to transition to other housing options.

**NOW THEREFORE THE CITY COUNCIL OF THE CITY OF SEASIDE  
ORDAINS AS FOLLOWS:**

**SECTION 1. CREATION OF 8.23 SAFE PARKING**

**8.23.010 Purpose.**

**8.23.020 Definitions**

**8.23.030 Safe Parking License**

**8.23.040 Safe Parking Location(s)**

**8.23.050 Safe Parking operation**

**8.23.060 Display of Safe Parking License & Participant Rules**

**8.23.070 Right of Entry of enforcement officer**

**8.23.080 Revocation of safe parking license**

A new Municipal Code Section 8.23 entitled, "Safe Parking" is added by the addition of all text shown below. This ordinance creates the ability for the City to license providers to operate a safe parking program within the City of Seaside.

**8.23.010 Purpose.**

The City Council declares that a housing emergency exists, and as such, allows for license(s) to be issued for specific location(s) to be used as safe parking, where an established social service provider monitors homeless individuals and families parking and sleeping in vehicles overnight. This chapter addresses operating plans and characteristics for the safe parking locations to minimize negative effect on surrounding neighborhoods.

**8.23.020 Definitions**

When used in this chapter, the following words shall have the meanings ascribed to them in this section:

"Overnight" shall mean from 10:00 p.m. to 6:00 a.m. unless expanded by issued license.

"Safe Parking" means a licensed parking program, operated on a property located outside of the public right-of-way and managed by a social service provider that provides individuals and families who sleep in vehicles a safe place to park overnight while working towards a transition to permanent housing.

"Social service provider" means an agency or organization licensed or supervised by any federal, state, or local health/welfare agency, or any organization deemed qualified by the Community Development Director that has demonstrated

experience with the homeless population by assisting individuals and families achieve economic self-sufficiency and self-determination.

#### **8.23.030 Safe Parking License.**

It is unlawful for any person or organization to operate a safe parking program on any property in the City without first having procured a Safe Parking program license from the City, and paying the license fee and any other fees associated with approval of an application for a license as stated in the Fee Schedule, hereinafter prescribed, and also without complying with any and all applicable provisions of this Section.

#### **8.23.040 Safe Parking Location(s).**

The City Council will issue all initial licenses to designate each Safe Parking location, where a social service provider monitors homeless individuals and families parking and sleeping in vehicles overnight. The Community Development Department will review Safe Parking license(s) annually, at a minimum and make recommendations to the City Council for any revocations or modifications to licenses. Upon receipt of each license application, public notices will be sent to all residents and business locations within a 300 foot radius of the proposed application.

At a minimum, Safe Parking locations must provide: restroom, handwashing station, and trash facilities during the Safe Parking facility hours. These items are to be screened from public view.

#### **8.23.050 Safe Parking operation**

The social service provider for each designated Safe Parking location must provide the Community Development Department with an operating plan that contains, at a minimum:

- A. Security information
- B. Staff contact information
- C. Neighborhood outreach efforts
- D. Pet policy
- E. Client intake process
- F. Facility maintenance plan
- G. List the array of services / programs provided
- H. Hours of operation
- I. Participant rules
- J. Site plan, noting location of required facilities and distances to nearest off-site buildings

The Community Development Department will authorize the participant rules with each applicant.

#### **8.23.060 Display of Safe Parking License & Participant Rules**

The licensee shall in a prominent location and display the participant rules, emergency contact information for the site coordinator, and the license number assigned to that site by the City of Seaside.

#### **8.23.070 Right of Entry of enforcement officer**

The right of entry for police per 8.22.040 shall also apply for Safe Parking licensees.

#### **8.23.080 Revocation of safe parking license**

The Community Development Director will review Safe Parking licenses annually, at a minimum. However if city officials receive substantiated, written complaints from any citizen, code enforcement officer, or police department officer, which includes information and/or evidence supporting a conclusion that violation of city ordinances or regulations applicable to the property or operation of the facility has occurred, the license for the safe parking location shall be reviewed and submitted for consideration of revocation to the City Council.

### **SECTION 2. REPEAL & SEVERABILITY**

The City Council declares that, should any provision, section, paragraph, sentence, or word of this ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, or words of this ordinance are hereby adopted shall remain in full force and effect.

### **SECTION 3. EFFECT**

This ordinance takes effect 30 days following the date of its passage.

**INTRODUCED** at a regular meeting of the City Council of the City of Seaside held on the 15th day of August 2019 and passed to print:

**PASSED, APPROVED AND ADOPTED** at a {Meeting type} meeting of the City Council of the City of Seaside held on the \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_ by the following roll call vote:

|         |                 |
|---------|-----------------|
| AYES:   | COUNCIL MEMBERS |
| NOES:   | COUNCIL MEMBERS |
| ABSENT: | COUNCIL MEMBERS |

ABSTAIN: COUNCIL MEMBERS

---

Ian N. Oglesby, Mayor

ATTEST:

---

Lesley Milton-Rerig, City Clerk

**RESOLUTION NO. 18-104**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE**

**DECLARING A SHELTER CRISIS PURSUANT TO SB 850 (CHAPTER 48, STATUTES OF 2018 AND GOVERNMENT CODE § 8698.2) FOR ELIGIBILITY OF HOMELESS EMERGENCY AID PROGRAM (HEAP) FUNDING.**

**WHEREAS**, California's Governor Edmund G. Brown, Jr. and the members of the California Legislature have recognized the urgent and immediate need for funding at the local level to combat homelessness;

**WHEREAS**, The Governor and Legislature have provided funding to local governments under the Homeless Emergency Aid Program as part of SB 850 and the 2018-19 Budget Act (Chapter 48, Statutes of 2018);

**WHEREAS**, The Governor and Legislature require jurisdictions seeking an allocation through the Homeless Emergency Aid Program to declare a Shelter Crisis pursuant to Government Code §8698.2;

**WHEREAS**, the City of Seaside is included in the County-wide Ten-Year Plan to End Homelessness and undertaken multiple efforts at the local level to combat homelessness;

**WHEREAS**, The City of Seaside finds that the number of homeless is significant, and these persons are without the ability to obtain shelter;

**WHEREAS**, The City of Seaside finds that the health and safety of unsheltered persons in the City of Seaside is threatened by a lack of shelter;

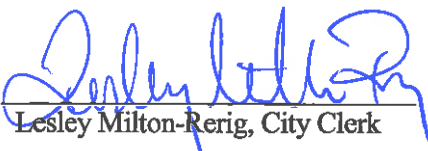
**WHEREAS**, The City of Seaside affirms the City of Seaside's commitment to combatting homelessness and creating or augmenting a continuum of shelter and service options for those living without shelter in our communities;

**NOW, THEREFORE, BE IT RESOLVED** that the City Of Seaside acknowledges that a shelter crisis pursuant to Government Code §8698.2 exists in the City of Seaside, and authorizes the City of Seaside's participation in the Homeless Emergency Aid Program.

**PASSED AND ADOPTED** by the City Council of the City of Seaside duly held on the 4th day of October 2018 by the following vote:

|          |   |                                                 |
|----------|---|-------------------------------------------------|
| AYES:    | 4 | COUNCILMEMBERS: Campbell, Jones, Pacheco, Rubio |
| NOES:    | 0 | COUNCILMEMBERS: None                            |
| ABSENT:  | 1 | COUNCILMEMBERS: Alexander,                      |
| ABSTAIN: | 0 | COUNCILMEMBERS: None                            |

Attest:

  
Lesley Milton-Rerig, City Clerk

  
Ralph Rubio, Mayor



## **CITY OF SEASIDE STAFF REPORT**

**Item No.: 10.A.**

**TO:** City Council

**FROM:** Craig Malin, City Manager

**BY:** Abdul Pridgen, Police Chief  
Judy Veloz, Deputy Chief  
Dan Meewis, Recreation Director

**DATE:** August 15, 2019

**SUBJECT: RECEIVE 2019 JULY 4TH HOLIDAY AND FIREWORKS AFTER  
ACTION REPORT AND PROVIDE DIRECTION TO STAFF**

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### **PURPOSE & RECOMMENDATION**

Receive the detailed after action report of the fireworks operations and community event from July 4, 2019, discuss and provide direction to staff.

### **BACKGROUND**

Seaside Police, in partnership with the Seaside Fire and Seaside Public Works , formulated an operations plan for illegal fireworks suppression beginning in June and continuing through July of 2019. The operations plan included an enforcement plan and an extensive public outreach campaign developed in coordination with the City Clerk's Office. The following report serves as an After Action Report regarding 2019 fireworks activity. Included in this report is summary of surcharge funds collected and expenditures made by each department. Funds expended for the City Sponsored Community Fireworks Event are included as well.

### **FIRE DEPARTMENT**

Safe and Sane fireworks went on sale on July 28th and concluded July 5th; all fireworks booths were inspected by the Fire Department and periodically checked for compliance throughout the week; all remained in compliance and no violations were issued. During the period Safe and Sane fireworks were on sale, the fire department responded on 62 calls for service.

On the Fourth of July the fire department staffed two additional engine companies one

for illegal fireworks enforcement for 24 hours and the other for the fireworks show for 16 hours. In addition, two of our Unmanned Aerial Vehicle pilots worked with police officers to issue citations for those using illegal fireworks. The department responded on 11 calls for service on July 4th with 3 fire calls related to fireworks activity, two were dumpster/trash fires and the other a vegetation fire; there were no structure fires in Seaside on the 4th of July or the days surrounding the 4th.

| <b>Year</b> | <b>Calls for Service June 28th - July 5th</b> |
|-------------|-----------------------------------------------|
|-------------|-----------------------------------------------|

|      |    |
|------|----|
| 2017 | 67 |
| 2018 | 70 |
| 2019 | 62 |

### **PUBLIC WORKS**

Thursday July 5th, three Public Works staff reported to work at 4:00 am on overtime to clean the Laguna Grande Parking Authority Lot prior to the businesses opening and also cleaned around Robert's Lake and Laguna Grande Park before kids arrived to play at the park. During the nine-hour work day, four staff continued cleaning the City street-by-street of any fireworks not disposed of on the 4th by residents. The Sweeper Operator spent the day spot cleaning around the city with the street sweeper.

### **POLICE DEPARTMENT**

As in years past, the City of Seaside authorized legal "Safe and Sane" fireworks to be used within the city limits. Illegal fireworks were and have always been prohibited. Each year the City of Seaside experiences a high volume of illegal fireworks activity.

Similar to last year, the police department utilized drones to obtain video of fireworks violations and issue administrative citations, in accordance with Seaside City Ordinance 8.32.190.

In June, City staff created an informational video, distributed flyers, door hangers, direct mail postcards, lawn signs, and posters warning of the consequences for the possession or use of illegal fireworks. This information was posted on social media and sent to residents, businesses, watch groups, and added to the City's website. Information regarding the reporting of illegal fireworks was listed as well. A letter was mailed to Seaside property owners warning that, per Seaside City Ordinance 8.32.190, strict civil liability would be imposed on owners for dangerous fireworks violations occurring on their property.

Public Works placed electric sign boards at Fremont Blvd. at Kimball Ave., Canyon Del Rey Blvd. at Del Monte Blvd., and LaSalle Ave. at Fremont Blvd. The signs warned of \$2,500 fines for illegal firework possession, drone enforcement, and undercover officers.

From June 28, 2019 through July 5, 2019 the Police Department implemented special enforcement teams, on an overtime basis, to patrol and enforce laws regarding the use of illegal fireworks. Non-sworn police department staff responded to fireworks related tips on the crime tip website as well.

All police department staff were required to work on July 4th from 4:00 p.m. to midnight. Several officers worked past midnight to continue monitoring illegal fireworks activity. Fireworks enforcement teams were required to:

- Respond to reports of illegal fireworks
- Provide close patrol of areas known for illegal firework detonations
- Issue administrative and criminal citations to individuals who possessed or used illegal fireworks
- Confiscate illegal fireworks
- Contact the Reporting Party whenever possible
- Arrested: 0
- Administrative Citations: 8
- Criminal Citations: 0
- Fireworks collected as evidence: 3
- Fireworks confiscated: Approximately 25 lbs.
- Calls For Service: 224

A comparison of all firework CFS for 2016, 2018 and 2019 (2017 not available):  
Fireworks CFS\*

| <b>Fireworks CFS*</b> | <b>2016</b> | <b>2018</b> | <b>2019</b> |
|-----------------------|-------------|-------------|-------------|
| July 2nd              | 18          | 10          | 24          |
| July 3rd              | 15          | 16          | 29          |
| July 4th              | 134         | 167         | 110         |
| July 5th              | 20          | 24          | 15          |

## **RECREATION DEPARTMENT**

The Recreation Department started the planning process for the 2019 Red, White, & Blues 4th of July community event in the fall of 2018. This year the event was slated to be at City Hall to provide which would have been a more centralized location. However, due to an issue with obtaining a coastal permit there was a last minute change to move the event back to the Blackhorse Bayonet Golf Course. Since this was the 2nd installment of the event at the golf course there was already a framework established, and we had a clear understanding of changes that needed to be made from the previous year. The special committee picked up where it left off from the year prior, and the committee consisted of city staff that included liaisons from each department. There was also coordination from multiple outside agencies such as: The Bayonet

Blackhorse Golf Course, Condor Security, CSUMB Police Department, and The Presidio of Monterey Police & Fire Departments.

Just like last year the event required a lot of help from Public Works and Recreation staff about a week before the event which included: Site prep, equipment drop off, and staging of equipment and activities. This year we had a better understanding on the day of the event, so Recreation Staff arrived at the Golf Course at 8am to start with the set up plan, and were followed by Public Works staff at 9am. Over the course of the morning staff arrived in shifts to assist with the massive set up.

The event which was open to the public from 4:30pm-10pm featured live music from Steady Rollin' Bob Margolin and Jimmy Vivino from the Conan O'Brien show & local favorites Red Beans and Rice. There were also a variety of family friendly activities that included carnival games, bounce houses, rock wall, petting zoo & pony rides, and new this year two carnival rides. There were also 27 vendors that sold food, crafts, or provided information about their local organizations. The event concluded with a professional 25 minute sky concert fireworks show that was put on by "Pyro Spectacular".

Once the event concluded at 10pm Public Works & Recreation staff worked diligently to make sure all aspect of the event were removed from the premises, so the golf course could re-open the following day with no loss of time. Both teams of employees worked extremely hard through the night, and completed the event clean up at about 12:30am on July 5th.

With this being the second year of the event, we were able to address the issues from the previous year. It is recommend that if the City decides to hold another event that the following areas be addressed:

- If the City wants to hold the event at City Hall in the future. The planning needs to start well before the start of 2020 to ensure we have everything in place to obtain the proper permits.
- Identify more offsite parking locations
- Research the possibility of charging for onsite parking to help offset the cost of the event.
- Work on a plan for shuttle services
- Improve ride-sharing and taxi drop off/pick up locations
- Solicit sponsors to help with the overall cost of the event

### **FISCAL IMPACT**

The below table depicts the following:

- Gross retail sales of Safe and Sane fireworks within the City and prior year comparisons

- Fireworks Surcharge of 7% (in accordance with the City of Seaside Municipal Code Chapter 8.32)
- Permit application fees
- Revenue received by the City of Seaside from the sale of Safe and Sane fireworks

| <b>Year</b> | <b>Gross Retail Sales</b> | <b>7% Surcharge</b> | <b>Permit Fees</b> | <b>Revenue to the City</b> |
|-------------|---------------------------|---------------------|--------------------|----------------------------|
| 2017        | \$245,140.70              | \$17,159.85         | \$2,898.00         | \$17,159.85                |
| 2018        | \$227,445.69              | \$15,917.91         | \$3,006.00         | \$15,917.91                |
| 2019        | \$224,284.20              | \$15,699.47         | \$2,422.00         | \$15,699.47                |

**The following expenses were incurred for the Illegal Firework Enforcement Operation:**

Police Department: \$14,737.64 (Overtime)  
 Rental cars: \$205.82  
 Fire Department: \$1,937.95 (UAV Detail)  
 Fire Department: \$3,986.64 (Additional Engine Company)  
 Resource Management: \$3,798.00 (Overtime + Equipment)

**Illegal Firework Enforcement \$24,666.05**

**The following expenses were incurred for the City Sponsored Community Fireworks Event:**

Fire Department: \$3,156.09 Staff  
 Police Department: \$1799.76 Staff  
 Resource Management: \$13,802.13 Staff  
 Condor Security: \$13,153.60  
 Sand City PD: \$1,135.84  
 Monterey County D.A.: \$1,642.00  
 Recreation Department: \$11,520.84 Staff  
 Recreation Department: \$71,968.73 Services and Supplies

**Total Cost Fireworks Community Event \$118,178.99**

2019 Fireworks Surcharge: \$15,699.47 (Surcharge only)  
 2019 Sponsorship/Donations \$14,000.00  
 2019 Event Vendor Fees: \$3,161.00

**Total Revenue: \$32,860.47**

**Net Cost to the General Fund \$110,774.31**

**ATTACHMENTS**

None

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Reviewed for Submission to the  
City Council by:

A handwritten signature in blue ink, consisting of a large, stylized 'C' followed by several horizontal strokes.

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Craig Malin, City Manager



## **CITY OF SEASIDE STAFF REPORT**

**Item No.: 10.B.**

**TO:** City Council

**FROM:** Craig Malin, City Manager

**BY:** Brian Dempsey, Fire Chief

**DATE:** August 15, 2019

**SUBJECT: A RESOLUTION DIRECTING THE TRANSFER OF FUNDS OF \$5,000 FROM THE CITY COUNCIL BUDGET FOR HOMELESS SERVICES TO THE HOMELESS COMMITTEE BUDGET FOR FY19/20**

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### **PURPOSE & RECOMMENDATION**

Approve resolution authorizing the transfer of \$5000.00 from FY19/20 City budgeted funds from the City Council budget to the Homeless Committee budget.

### **BACKGROUND**

Within the Fiscal Year 2019/2020 City Council Budget is a line item identified as Homeless Assistance in the amount of \$50,000. Those funds are available with City Council approval for projects identified by the Homeless Committee to further the mission of City to address issues related to homelessness.

From time to time the Committee is made aware of opportunities and issues that need immediate attention. The Homeless Committee is requesting City Council direct the Finance Department to transfer \$5,000.00 from account number 100-1010-7199 (City Council Budget) to account number 100-1340-3095 (Homeless Committee Budget) so the Committee can respond to the immediate needs of the community.

### **FISCAL IMPACT**

This action will transfer \$5,000 from 100-1010-7199; Homeless Assistance to 100-1340-3095; Homeless Committee Department Consumables. This will result in a decrease in 100-1010-7199 from \$50,000 to \$45,000 and an increase in 100-1340-

3095 from \$1,500 to \$6,500 with no net change in the General Fund.

**ATTACHMENTS**

1. Resolution

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Reviewed for Submission to the  
City Council by:



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Craig Malin, City Manager

**RESOLUTION NO. 19-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE**

**A RESOLUTION DIRECTING THE TRANSFER OF FUNDS OF \$5,000 FROM THE CITY COUNCIL BUDGET FOR HOMELESS SERVICES TO THE HOMELESS COMMITTEE BUDGET FOR FY19/20.**

**WHEREAS**, within the Fiscal Year 2019/2020 City Council Budget is a line item identified as Homeless Assistance in the amount of \$50,000; and,

**WHEREAS**, those funds are available with City Council approval for projects identified by the Homeless Committee to further the mission of the City to address issues related to homelessness; and,

**WHEREAS**, from time to time the Committee is made aware of opportunities and issues that need immediate attention; and,

**WHEREAS**, the Homeless Committee is requesting City Council direct the Finance Department to transfer \$5,000.00 from account number 100-1010-7199 (City Council Budget) to account number 100-1340-3095 (Homeless Committee Budget) so the Committee can respond to the immediate needs of the community.

**NOW, THEREFORE BE IT RESOLVED**, that the City Council of the City of Seaside hereby approves a resolution authorizing the transfer of \$5000.00 from FY19/20 City budgeted funds from the City Council budget to the Homeless Committee budget.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Seaside duly held on the 15th day of August, 2019, by the following vote:

|          |                 |
|----------|-----------------|
| AYES:    | COUNCILMEMBERS: |
| NOES:    | COUNCILMEMBERS: |
| ABSENT:  | COUNCILMEMBERS: |
| ABSTAIN: | COUNCILMEMBERS: |

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Ian N. Oglesby, Mayor

ATTEST:

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Lesley Milton, City Clerk



## **CITY OF SEASIDE STAFF REPORT**

**Item No.: 10.C.**

**TO:** City Council

**BY:** Sheri Damon, Assistant City Attorney

**DATE:** August 15, 2019

**SUBJECT: DEL MONTE MANOR BRIDGE LOAN REQUEST TO SUBSTITUTE  
AND (SUBORDINATE) AFFORDABILITY RESTRICTIONS**

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### **PURPOSE & RECOMMENDATION**

Consider the Del Monte Manor Request to replace the City's Regulatory Deed Restriction of rents with the California Debt Limit Allocation Committee (CDLAC) Regulatory Deed Restriction to satisfy the affordability deed restriction.

### **BACKGROUND**

At its meeting of June 17, 2019, the City Council approved a request by Del Monte Manor for an \$800,000 bridge loan to assist in the refurbishment and maintenance of affordable housing at Del Monte Manor. The Council might recall that Del Monte Manor has 192 units 98 of which are subject to a Section 8 HUD deed restriction. A part of the consideration for this bridge loan was a new deed restriction on the 94 units not currently restricted to affordable rents to be recorded in first place against the property.

During the preparation of the documents it was discovered that Del Monte Manor's development consultant had expected that the City's deed restriction would be extinguished upon the payoff of the City's note. Due to the fact that the construction and permanent lenders want to be in first position, Del Monte Manor's counsel has suggested that the City allow its regulatory deed restriction to be replaced by a new California Debt Limit Allocation Committee (CDLAC) Regulatory deed restriction to be recorded when the City's loan is repaid with tax-exempt bond financing. This was not what the Council had previously approved and therefore the City Attorney's office stated it would need to be brought back to council for consideration.

The new CDLAC Regulatory Agreement would be subordinate to the primary lender on the property which means in instance of default it could be eliminated. Thus, this is

tantamount to a subordination of the affordability requirements upon when the Council based its original decision. Del Monte Manor's counsel's reasoning for this approach is that the CDLAC Regulatory Agreement is a more robust and well-understood document in the affordable housing industry which lenders won't have issues with, and it protects 100% of the units as affordable housing for 55 years. The HUD Section 8 agreement presently on the other 98 units is being renewed for the maximum 20-year term and the CDLAC agreement will also protect those units for thirty-five (35) additional years.

The bridge loan will still be secured by a deed of trust on the property in first position. The anticipated bridge loan repayment date is at the end of November 2019.

However, despite a hope the City would receive some credit from the State Housing and Community Development office (HCD) for meeting some of its affordability requirements by restricting the additional 94 units, City staff's outside consultant has advised that this is unlikely given how HCD interprets and applies its requirements.

### **ATTACHMENTS**

None

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