

CITY COUNCIL REGULAR MEETING

JOINT SAND CITY COUNCIL AND SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY

TUESDAY, OCTOBER 20, 2026

5:30 PM

AGENDA
JOINT SAND CITY COUNCIL AND SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY

City Council Regular Meeting - Tuesday, October 20, 2026
5:30 PM

Sand City meetings are conducted in person at City Hall Council Chamber. Members of the public may also observe the meeting remotely through Zoom.

To participate in person:
City Hall Council Chamber
1 Pendergrass Way
Sand City, CA 93955

To participate via Zoom:
Join the meeting:
https://us02web.zoom.us/j/88349100938
Webinar ID: 883 4910 0938

To participate telephonically:
(669) 900-6833

Public Comments:
If any member of the public would like to provide written comments at the meeting, please do as set forth below.

Written: All comments received before 10:00 am the day of the meeting will be posted on the City's website as "Correspondence" under the relevant agenda item and provided to the City Council at the meeting. Please email your comments to: cityclerk@sandcityca.org.

Members of the public may participate by calling and speaking live during the designated time(s), subject to time limits that may be imposed pursuant to the Brown Act at the number provided above. Please use the "raise your hand" option on Zoom, and the City Clerk will call on your name.

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1. **ROLL CALL**

2. **PLEDGE OF ALLEGIANCE**

3. **ANNOUNCEMENT BY MAYOR, CITY ATTORNEY, AND CITY MANAGER**

4. **COMMUNICATIONS**
   Members of the public may address the City Council/Successor Agency on matters not appearing on the City Council/Successor Agency Agenda at this time for up to three minutes. In order that the

City Clerk may later identify the speaker in the minutes of the meeting, it is helpful if speakers state their names. Public comments regarding items on the scheduled agenda will be heard at the time the item is being considered by the City Council/Successor Agency. The City Council Chamber is equipped with a portable microphone for anyone unable to come to the podium. If you need assistance, please advise the City Clerk as to which item you would like to comment on and the microphone will be brought to you.

5. CONSENT CALENDAR

The Consent Agenda consists of routine items for which City Council approval can be taken with a single motion and vote. A Council member may request that any item be placed on the Regular Agenda for separate consideration.

5A. Approve Resolutions Recognizing Breast Cancer Awareness Month, Domestic Violence Awareness Month, Filipino American History Month, Indigenous Peoples Day, Native American Heritage Month, and Veterans Day
Mayor's Memo
Resolutions

5B. Consideration and Approval of a City Council Donation to Community Emergency Response Volunteers (CERV)
Staff Report
Donation Request Form

5C. Receive Information Regarding the 2025 Pavement Management Program Update Reimbursement Agreement Between the Transportation Agency for Monterey County and the City of Sand City for an Amount Not to Exceed $15,700
Staff Report
Agreement

5D. Approve a Resolution Allocating 0.068 Acre-Feet per year of Water to the Independent at 600 Ortiz Avenue (APNs 011-234-001 through 025) and Authorizing the City Manager to Execute All Necessary Documents
Staff Report
Resolution
Water Demand Calculations
Site Plan

5E. Approve a Resolution Approving the Application for Statewide Park Development and Community Revitalization Program
Staff Report
Resolution

5F. Receive the State Controller's Office Audit Report for Road Maintenance and Rehabilitation Program (RMRP)
Staff Report
State Controller's Office Final Audit Report

5G. Receive the September 2026 Financial Report and Quarterly Summary of Cash

and Investments for the City of Sand City and Sand City Successor Agency
Staff Report
Sand City Cash Receipt Report
Sand City Check Report
Sand City Successor Agency Revenue Report
Quarterly Summary of Cash and Investments

6. CONSIDERATION OF ITEMS PULLED FROM CONSENT CALENDAR

7. PRESENTATION

8. PUBLIC HEARING

9. NEW BUSINESS

9A. Approve a Resolution Approving an Architectural and Engineering Agreement with Whitson and Associates, Inc. DBA Whitson Engineers for Final Design of the Sand City Multi-Use Trail Project, Federal Project No. 5366(002), in an Amount not to Exceed $920,899.34, and Authorizing the City Manager to Execute the Agreement
Staff Report
Resolution
A&E Agreement with Whitson Engineers (Exhibit 10-R) with Attachments A through C
Negotiation and Fair and Reasonable Price Memo to Caltrans

9B. Approve a Resolution Approving a Public Works Contract for Construction Services with Monterey Peninsula Engineering (MPE) in an Amount not to Exceed $1,081,285 for the FY 25-26 Street Maintenance and Rehabilitation
Staff Report
Resolution
Contract
Exhibit A
Exhibit B

9C. Approve a Resolution Adopting the Guiding Principles for the Sand City 2050 General Plan Update
Staff Report
Resolution
Exhibit A-Final 2050 GPU Guiding Principles
Draft Guiding Principles Redlined for Reference
Draft Guiding Principles Community Survey and Sand City Survey Data Write-Up

10. COMMENTS BY COUNCILMEMBERS ON ITEMS OF INTEREST TO SAND CITY

11. ADJOURNMENT

The current agenda is available in PDF format on our website at:
www.sandcity.org

If you have a request for a disability-related modification or accommodation, including auxiliary aids or services, which will allow you to participate in a Sand City public meeting, please call the City Clerk at (831) 394-3054 extension 220, or give your written request to the City Clerk at 1 Pendergrass Way, Sand City, CA 93955 at least 48 hours prior to the scheduled meeting to allow the City Clerk time to arrange for the requested modification or accommodation.

AGENDA ITEM
5A.

Approve Resolutions Recognizing Breast Cancer Awareness Month, Domestic Violence Awareness Month, Filipino American History Month, Indigenous Peoples Day, Native American Heritage Month, and Veterans Day

Memo

To: City Council of Sand City

From: Mary Ann Carbone, Mayor

Date: October 20, 2026

Re: Mayor's Proclamations-Resolutions

This is a request for your consideration and approval of the attached resolutions listed below:

- Breast Cancer Awareness Month Resolution
- Domestic Violence Awareness Month Resolution
- Filipino American History Month Resolution
- Indigenous Peoples Day Resolution
- Native American Heritage Month Resolution
- Veterans Day Resolution

CITY OF SAND CITY
RESOLUTION SC 26-___, 2026

RESOLUTION OF THE CITY COUNCIL OF SAND CITY DECLARING OCTOBER 2026 AS BREAST CANCER AWARENESS MONTH

WHEREAS, breast cancer is the most common non-skin cancer affecting women in the United States, with approximately 321,910 women nationwide expected to be diagnosed in 2026; and

WHEREAS, an estimated 1 in 8 women in the United States will develop breast cancer in their lifetime, affecting individuals from every community, background, and walk of life; and

WHEREAS, the World Health Organization has designated the 2026 campaign theme as *"Every story is unique, every journey matters,"* emphasizing that behind every diagnosis is a person, a family, and a unique medical experience requiring tailored support and dignified care; and

WHEREAS, data shows that more than 30% of breast cancers are preventable through healthy behaviors—such as maintaining a regular exercise regimen, a healthy weight, and limiting alcohol and tobacco use—yet significant gaps remain between public awareness and taking preventative action; and

WHEREAS, early detection remains the most powerful tool to save lives, and the State of California provides critical healthcare resources through programs like Every Woman Counts, offering free clinical breast exams and mammograms to underserved, low-income, or uninsured individuals; and

WHEREAS, during October, we honor the courage of breast cancer survivors, offer our strength to those actively fighting the disease, remember those we have lost, and express gratitude to the healthcare providers, researchers, and community advocates working tirelessly to find a cure.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City does hereby designate the month of October 2026 as Breast Cancer Awareness Month in the City of Sand City.

BE IT FURTHER RESOLVED that this body urges all residents to become informed about their unique risk factors, recognize the early warning signs, and utilize available California health programs to schedule regular screenings and mammograms.

PASSED AND ADOPTED by the City Council of the City of Sand City this ____ day of _____, 2026 by the following vote:

AYES:
NOES:
ABSENT:

ABSTAIN:

APPROVED:

_____
Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

_____
Kerry Lindstrom, City Clerk

CITY OF SAND CITY
RESOLUTION SC 26-___, 2026

RESOLUTION OF THE CITY COUNCIL OF SAND CITY DESIGNATING OCTOBER 2026 AS DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, domestic violence is a serious crime that affects individuals of every age, race, religion, economic status, and background, and has devastating impacts on individuals, families, and communities; and

WHEREAS, in California, domestic violence-related incidents account for approximately 20 percent of all violent crimes; and

WHEREAS, the impact is deeply felt locally, requiring continuous vigilance and proactive regional support to address domestic violence; and

WHEREAS, the 2026 national campaign theme, #WithSurvivorsAlways, challenges our community to transition from basic awareness into consistent, actionable, and lifelong support for survivors and their families; and

WHEREAS, vital local organizations, rape crisis centers, and law enforcement agencies work tirelessly to provide emergency shelter, 24-hour crisis hotlines, legal advocacy, and safety planning for victims fleeing abuse; and

WHEREAS, the City of Sand City recognizes that breaking the cycle of domestic abuse requires a collaborative community-wide effort to condemn violence, support dedicated local service providers and promote safety and justice for all.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Sand City hereby designates October 2026 as Domestic Violence Awareness Month and urges all residents, local businesses, and community partners to actively support survivors and join in the effort to eliminate domestic violence.

PASSED AND ADOPTED by the City Council of the City of Sand City this ___ day of _____ 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

_____
Kerry Lindstrom, City Clerk

CITY OF SAND CITY
RESOLUTION SC 26-___, 2026

RESOLUTION OF THE CITY COUNCIL OF SAND CITY CELEBRATING OCTOBER 2026 AS FILIPINO AMERICAN HISTORY MONTH

WHEREAS, the month of October is nationally recognized as Filipino American History Month to commemorate the first recorded presence of Filipinos in the continental United States, who arrived on October 18, 1587, at Morro Bay, California; and

WHEREAS, California is home to the largest population of Filipino Americans in the United States, whose vibrant culture, rich history, and deep-rooted values have significantly shaped the economic, cultural, and civic landscape of the Golden State; and

WHEREAS, the Filipino American community contributes immensely to the vital fabric of our local community as business owners, healthcare professionals, educators, essential workers, and community leaders; and

WHEREAS, Filipino Americans have a proud legacy of service, including serving honorably in the United States Armed Forces, championing labor rights alongside historic figures like Larry Itliong and Philip Vera Cruz, and leading critical advancements in medicine, technology, and public service; and

WHEREAS, celebrating Filipino American History Month provides an opportunity for all residents of Sand City to learn about, appreciate, and honor the diverse history, struggles, achievements, and contributions of Filipino Americans to our community and our nation; and

WHEREAS, the City of Sand City is proud to cultivate an inclusive environment that values diversity, promotes equity, and honors the cultural heritage of all its residents.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Sand City does hereby declare that October 2026 is celebrated as Filipino American History Month in Sand City.

BE IT FURTHER RESOLVED that the City Council encourages all residents to participate in local celebrations, educational programs, and community events that recognize and honor the rich history and contributions of Filipino Americans.

PASSED AND ADOPTED by the City Council of the City of Sand City this ___ day of _____ 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

_____
Kerry Lindstrom, City Clerk

CITY OF SAND CITY
RESOLUTION SC 26-___, 2026

A PROCLAMATION OF THE MAYOR OF THE CITY COUNCIL OF THE CITY OF SAND CITY DECLARING OCTOBER 12, 2026, AS INDIGENOUS PEOPLES' DAY

WHEREAS, the City of Sand City recognizes that the Indigenous Peoples of the Americas that first inhabited these lands have lived here since time immemorial; and

WHEREAS, California is home to one of the largest and most diverse populations of Indigenous peoples in the United States, including over 100 federally recognized tribes and numerous non-federally recognized tribes; and

WHEREAS, the City of Sand City occupies the ancestral, traditional, and unceded lands of the Esselen, Rumsen, Salinian, Mutsun, Chumash, and Ohlone people, who have stewarded this land throughout generations; and

WHEREAS, the City desires to correct historical inaccuracies and recognize that the systematic oppression, displacement, and colonization of Indigenous peoples have caused deep and lasting generational trauma; and

WHEREAS, California has made significant commitments to truth, healing, and tribal sovereignty, acknowledging the resilience, vibrant culture, and invaluable contributions of Native Americans to our state's economy, environmental stewardship, and cultural fabric; and

WHEREAS, the second Monday of October is increasingly recognized across the United States and the State of California as Indigenous Peoples' Day, serving as an opportunity to celebrate and honor the history, culture, and continuing contributions of Indigenous communities; and

WHEREAS, on October 12, 2026, the City wishes to stand in solidarity with Indigenous peoples and commit to promoting prosperity, well-being, and respect for Native American communities within our jurisdiction.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City does hereby declare October 12, 2026, as Indigenous Peoples' Day, encourages the community to honor and learn about local Indigenous peoples' history and culture, and commits to working with tribal leaders to ensure Indigenous voices and perspectives are respected in the community's future.

PASSED AND ADOPTED by the City Council of the City of Sand City this ____ day of _____ 2026, by the following vote:

AYES:
NOES:
ABSENT:

ABSTAIN:

APPROVED:

_____
Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

_____
Kerry Lindstrom, City Clerk

CITY OF SAND CITY
RESOLUTION SC 26-___, 2026

RESOLUTION OF THE CITY COUNCIL OF SAND CITY RECOGNIZING AND PROCLAIMING NOVEMBER AS NATIVE AMERICAN HERITAGE MONTH

WHEREAS, the history and culture of our nation and state are deeply intertwined with the heritage, contributions, and rich traditions of Native Americans; and

WHEREAS, the indigenous people of the Americas have inhabited these lands since time immemorial, demonstrating a deep respect for the environment, community, and the preservation of sacred traditions; and

WHEREAS, Native Americans have made profound contributions to the cultural, political, economic, and spiritual fabric of California, offering vital wisdom in leadership, sustainability, and community resilience; and

WHEREAS, the City of Sand City recognizes the importance of honoring the ancestral lands and history of the local tribes who originally stewarded the Central Coast region; and

WHEREAS, Native American Heritage Month provides an essential opportunity to educate our community about the unique challenges Native populations have historically faced, as well as their ongoing triumphs and enduring impact on society; and

WHEREAS, the City of Sand City is committed to fostering an inclusive, diverse, and equitable community that respects and celebrates the heritage of all its residents.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Sand City hereby recognize the month of November as Native American Heritage Month in Sand City, and encourages all residents to learn about, honor, and celebrate the rich history, culture, and achievements of Native Americans.

PASSED AND ADOPTED by the City Council of the City of Sand City this ___ day of _____ 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

_____
Kerry Lindstrom, City Clerk

CITY OF SAND CITY
RESOLUTION SC 26-___, 2026

RESOLUTION OF THE CITY COUNCIL OF SAND CITY RECOGNIZING NOVEMBER 11, 2026, AS VETERANS DAY AND HONORING ALL WHO HAVE SERVED IN THE UNITED STATES ARMED FORCES

WHEREAS, throughout our nation's history, brave men and women from all walks of life have selflessly donned the uniform of the United States Armed Forces to protect the security, liberties, and foundational values of our country; and

WHEREAS, Veterans Day originated from the historic 1918 armistice that silenced the gunfire of World War I on the 11th hour of the 11th day of the 11th month, serving as an enduring reminder of the immense cost of freedom and the triumph of peace; and

WHEREAS, the United States is home to millions of veterans, active-duty service members, and military families whose resilience, skill, and sacrifices form the true strength and backbone of our national defense; and

WHEREAS, the residents of Sand City, California have a profound sense of gratitude for our veterans, recognizing them not only as defenders of liberty but as vital members of our local community—as neighbors, colleagues, business owners, and pillars of civic life; and

WHEREAS, it is the duty of all civilians to publicly respect, honor, and remember the contributions of these service members, ensuring that their legacy of courage is passed down to future generations.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Sand City does hereby recognize Wednesday, November 11, 2026, as Veterans Day in Sand City, California.

BE IT FURTHER RESOLVED that the City Council calls upon all residents, businesses, and community organizations to express their deep appreciation to our veterans for their exceptional service, valor, and devotion to the United States of America.

PASSED AND ADOPTED by the City Council of the City of Sand City this ___ day of _____ 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Veterans

_____

Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

_____
Kerry Lindstrom, City Clerk

AGENDA ITEM
5B.

Consideration and Approval of a City Council Donation to Community Emergency Response Volunteers (CERV)

City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: Jennifer Pope, Finance Manager
SUBJECT: City Council Donation
DATE: October 20, 2026

BACKGROUND/DISCUSSION:

On May 7th, 2024, the City Council approved a City Council Donation Policy that allows the City Council to donate to local organizations that help provide community services and programs that benefit the community and enrich the well-being of its residents. Donations that exceed $500 must be brought to the City Council for approval.

Below is a donation request exceeding $500 for City Council approval:

- $800 – Community Emergency Response Volunteers (CERV)

CEQA:

This action does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) guidelines section 15378.

FISCAL IMPACT:

Funds for City Council donations were appropriated in the FY 26-27 budget.

RECOMMENDATION:

Approve an $800 donation to the Community Emergency Response Volunteers (CERV)

ATTACHMENTS:

1. Donation Request Form – Community Emergency Response Volunteers (CERV)

City of Sand City - Donation Request Form

Name of Organization:

CERV Community Emergency Response Volunteers

Full Address (same as W9 Form):

1 Surf Way

Street Number and Name

1

City

CA

State

Monterey

Zip Code

P.O. Box 1025
Monterey CA
93940

Contact Person:

Sarah Blackstone

Contact Person Phone Number:

831-402-3339

Tax ID of Non Profit Requesting Donation:

80-0768725

Total Amount Requested:

$ 800.00

How will the Donations/Sponsorship be used? The donation must primarily serve a public purpose: *Support community preparedness efforts + training in Sand City

Reach residents with disaster-readiness education in multiple languages. Assist vulnerable families before, during & after emergencies. Coordinate with local partners to improve communication + response when disaster strikes.

What is the benefit to the City of Sand City?

* See above

Requested By:

Kim C. Scudder

Date:

September 29 2018

Approved By:

Date:

AGENDA ITEM
5C.

Receive Information Regarding the 2025 Pavement Management Program Update Reimbursement Agreement Between the Transportation Agency for Monterey County and the City of Sand City for an Amount Not to Exceed $15,700

City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: Leon Gomez, City Engineer
SUBJECT: Informational item regarding Pavement Management Program Update 2025 Reimbursement Agreement ("Agreement") between the Transportation Agency for Monterey County and the City of Sand City for a not to exceed amount of $15,700.
DATE: **October 20, 2026**

BACKGROUND/DISCUSSION:
This is an informational item only. The City of Sand City (City) has developed a Pavement Management Program (PMP) to provide a systematic, data-driven framework to maintain, repair, and optimize its street network balancing life-cycle costs and to provide recommendations for maintenance and rehabilitation of streets. On November 8, 2016, the voters of Monterey County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, California Public Utilities Code Section 180000 et seq. (the "Act"), approved Measure X (TAMC Ordinance No. 2016-01) on the Monterey County Ballot, thereby authorizing the Transportation Agency for Monterey County (TAMC) to impose and administer the proceeds from a three-eighths cent transaction and use tax, which became "Measure X".

Measure X was established as a local "self-help" funding program to address roadway maintenance, safety, mobility, and congestion needs through a dedicated three-eighths cent sales tax. The State of California began collecting revenues from the Measure X sales tax on April 17, 2017.

On June 20, 2017, the City of Sand City (City) entered into a Master Programs Funding Agreement ("Master Agreement") with TAMC setting forth the mutual obligations and rights of TAMC and the City with respect to the allocation of Measure X funds. The Master Agreement was amended by both parties on January 6, 2021 ("Master Agreement Amendment No 1") to include the Maintenance of Effort definition consistent with Ordinance No. 2019-01. The Master Agreement was again amended by both parties on September 11, 2024 ("Master Agreement Amendment No 2") to include the Maintenance of Effort definition consistent with Ordinance No. 2024-01.

One of the City's obligations under the Master Agreement is to re-inspect pavement conditions every three (3) years for arterials and collectors and every six (6) years for residential streets and local/rural roads unless otherwise approved by TAMC. The attached Agreement allows the City to accomplish this inspection requirement by taking advantage of a regional effort to share the cost of the inspection with our neighboring jurisdictions. To support the regional PMP update for member agencies, on September 3, 2025, TAMC issued a Request for Proposals (RFP) for pavement management services and selected Nichols Consulting Engineers (NCE) as the most qualified firm to perform the required services.

To comply with the requirements of the Master Agreement with TAMC and to continue to receive its share of Measure X funds, the City will enter into an Agreement with TAMC to reimburse its proportionate share of the costs associated with the consultant services for the PMP Update. Staff reviewed NCE's scope of work and tasks and selected only those needed for Sand City's PMP update. The total not to exceed amount of the Agreement is $15,700.

CEQA:
The City of Sand City has determined that this action does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) guidelines, Article 20, Section 15378. Under Section 15378(b)(4), the reimbursement agreement is a government fiscal activity that does not commit the City to any specific project that may result in a potentially significant physical impact on the environment. Even if it were considered a project, the PMP Update would be exempt under CEQA guidelines Section 15306 (Information Collection), because it consists only of pavement condition data collection and evaluation. Any subsequent discretionary projects that may result from this action will be evaluated for CEQA applicability.

FISCAL IMPACT:
Entering into this agreement with TAMC will require the City to reimburse its proportionate share of the costs resulting in a not to exceed cost of $15,700.00.

RECOMMENDATION:
This is an informational item only. No action is necessary as the agreement is within the authority of the City Manager to execute. (SC 12.18.040.)

ATTACHMENTS:
Agreement

MEASURE X
PAVEMENT MANAGEMENT PROGRAM UPDATE 2025 REIMBURSEMENT AGREEMENT
between the
TRANSPORTATION AGENCY FOR MONTEREY COUNTY
and the
City of Sand City

This Pavement Management Program Update 2025 Reimbursement Agreement ("AGREEMENT") is effective as of the last date opposite the respective signatures below and is entered into by and between the Transportation Agency for Monterey County ("TAMC") and the City of Sand City ("AGENCY"), collectively referred to as "PARTIES".

RECITALS

1. **WHEREAS**, on November 8, 2016, the voters of Monterey County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, California Public Utilities Code Section 180000 et seq. (the "Act"), approved Measure X (TAMC Ordinance No. 2016-01) on the Monterey County Ballot, thereby authorizing TAMC to impose and administer the proceeds from a three-eighths cent transaction and use tax ("Measure X"); and

2. **WHEREAS**, on June 20, 2017, AGENCY entered into a Master Programs Funding Agreement ("Master Agreement") setting forth the mutual obligations and rights of TAMC and AGENCY with respect to the allocation of Measure X funds; and

3. **WHEREAS,** the Master Agreement was amended by the PARTIES on January 6, 2021 ("Master Agreement Amendment No 1") to include the Maintenance of Effort definition consistent with Ordinance No. 2019-01; and

4. **WHEREAS,** the Master Agreement was amended by the PARTIES on September 11, 2024 ("Master Agreement Amendment No 2") to include the Maintenance of Effort definition consistent with Ordinance No. 2024-01; and

5. **WHEREAS**, one of AGENCY'S obligations under the Master Agreement is to re-inspect pavement conditions every three (3) years for arterials and collectors and every six (6) years for residential streets and local/rural roads unless otherwise approved by TAMC; and

6. **WHEREAS**, TAMC is procuring consulting services to assist participating agencies in meeting Pavement Management Program (PMP) requirements and to provide additional pavement management services as requested; and

7. **WHEREAS**, on September 3, 2025, TAMC issued a Request for Proposals (RFP) for pavement management services and Nichols Consulting Engineers was selected as the most qualified firm to perform the required services; and

8. **WHEREAS**, the AGENCY desires to enter into an AGREEMENT with TAMC to reimburse its proportionate share of the costs associated with the consultant services for the Pavement Management Program Update;

NOW, THEREFORE, it is mutually agreed by and between the PARTIES as follows:

1. Scope of Services: TAMC shall procure and oversee services provided by Nichols Consulting Engineers for the Pavement Management Program Update, including pavement condition re-inspections and any additional services requested by the AGENCY within the scope of work of TAMC's agreement with Nichols Consulting Engineering.

2. Cost Sharing and Reimbursement: The AGENCY agrees to reimburse TAMC for its proportionate share of the total consultant costs, as outlined in Exhibit A (Fair Share Costs for the City of Sand City for Pavement Management Program Update 2025 Consulting Services). Payment shall be made within 30 days of invoice receipt from TAMC.

3. Reporting and Coordination: TAMC shall provide regular updates to the AGENCY regarding project progress, deliverables, and expenditures. The AGENCY shall cooperate with TAMC and the consultant to facilitate timely completion of services.

4. Term: This AGREEMENT shall be effective upon execution and shall remain in effect until June 30, 2027, unless terminated earlier in accordance with Section II, Paragraph 2, Termination.

5. Termination: Either party may terminate this AGREEMENT by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this AGREEMENT shall be reduced in proportion to the services provided prior to the termination date.

6. Indemnification: Each Party shall indemnify, defend, and hold harmless the other Party from any claims, liabilities, or damages arising from its own acts or omissions in connection with this AGREEMENT.

7. Additional Acts and Documents: Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this AGREEMENT.

8. Integration: This AGREEMENT represents the entire agreement of the parties with respect to the subject matter thereof. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein.

9. Applicable Law: This AGREEMENT shall be governed by, and constructed and enforced in accordance with, the laws of the State of California.

10. Amendment: This AGREEMENT may not be changed, modified or rescinded except in writing, signed by all parties hereto. Any attempt at oral modification of this AGREEMENT shall be void and of no effect.

11. Notices: Notice required under this AGREEMENT shall be delivered personally by facsimile, or by first-class postage pre-paid mail to AGENCY and TAMC at the addresses listed below. Notice shall be deemed effective upon personal delivery or facsimile transmission, or on the third day after deposit with the U.S. Postal Service. AGENCY and TAMC shall give prompt notice of any change of address, including contact name and title. Unless otherwise changed according to these notice provisions, notices shall be addressed as follows:

FOR AGENCY:
Vibeke Norgaard
City Manager
1 Pendergrass Way
Sand City, CA 93955
831.394.3054
vibeke@sandcity.org

FOR TAMC:
Laurie Williamson
Senior Engineer
55 B Plaza Circle
Salinas, CA 93901
831.775.4415
laurie@tamcmonterey.org

12. Waiver: Any waiver of any terms of this AGREEMENT shall be in writing signed by both parties hereto. A waiver of any of the terms and conditions of this AGREEMENT shall not be construed as a waiver of any other terms or conditions in this AGREEMENT.

13. Assignment: Neither party hereto may assign, sell, or otherwise transfer its interest or obligations in this AGREEMENT without the prior written consent of the other party.

14. No Rights in Third Parties: Nothing in this AGREEMENT, express or implied, is intended to confer any rights or remedies under or by reason of this AGREEMENT on any third party, nor is anything in this AGREEMENT intended to relieve or discharge the obligation or liability of any third party o any party to this AGREEMENT, nor shall any provision of this AGREEMENT give any third party any right of subrogation or action over or against any party to this AGREEMENT.

15. Headings: The headings in this AGREEMENT are for convenience only and shall not be used to interpret the terms of this AGREEMENT.

16. Construction of Agreement: The parties hereto agree that each party has fully participated in the review and revision of this AGREEMENT and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this AGREEMENT or any amendment to this AGREEMENT.

17. Signatory's Warranty: Each party warrants to each other that he or she is fully authorized and competent to enter into this AGREEMENT on behalf of TAMC and AGENCY in the capacity indicated by his or her signature and agrees that TAMC and AGENCY shall be bound by this AGREEMENT as of the last date opposite the respective signatures below.

18. Incorporation of Recitals: The recitals to this AGREEMENT are incorporated into this AGREEMENT

19. Electronic signatures: PARTIES understand and agree that this AGREEMENT can be signed electronically.

In Witness Whereof, the parties have executed this AGREEMENT by their duly authorized officers which shall be effective as of the last date opposite the respective signatures below.

City of Sand City (AGENCY)	Transportation Agency for Monterey County (TAMC)
By: _____	By: _____
Vibeke Norgaard City Manager	Todd A. Muck Executive Director
Dated: _____	Dated: _____

Approved as to Form and Legality:

By: _____	By: _____
Adam Lindgren City Attorney	Shane Eben Strong TAMC Counsel
Dated: _____	Dated: _____

EXHIBIT A

FAIR SHARE COSTS OF THE CITY OF SAND CITY FOR
PAVEMENT MANAGEMENT PROGRAM UPDATE 2025 CONSULTING SERVICES

TASK	DESCRIPTION	COST
1	Project Management	$ 1,509.00
2	Database Review and Update	$ 48.00
3.1	Pavement Condition Surveys of Residential and Local Roadways	$ 519.00
3.2	Pavement Condition Surveys of Arterial and Collector Roadways	$ 364.00
4	Update Maintenance and Rehabilitation Strategies and Decision Tree	$ 2,336.28
5	Budget Analysis and Funding Scenarios	$ 3,060.85
6.1	Final Reports	$ 6,570.90
6.2	Council Presentations	$
7.1	Training and Technical Support	$ 1,286.29
7.2	Technical Assistance	$
8	GIS Linkage and Mapping	$
9	Traffic Sign Inventory	$
	TOTAL ANTICIPATED COST	$ 15,694.32
	NOT TO EXCEED AMOUNT	**$ 15,700.00**

EXHIBIT B

PAVEMENT MANAGEMENT PROGRAM REQUIREMENTS

The approved ordinance for the Transportation Safety & Investment Plan (Measure X) outlines the requirements for the use of local road maintenance, pothole repair and safety funds. It includes a requirement for each jurisdiction to have a pavement management program. "Each city and the County of Monterey shall develop, or participate in the development of by TAMC, a pavement management program. They shall submit regular reports on the conditions of their streets, to ensure timely repairs and keep the public informed. Development of the pavement management program by TAMC is eligible to be funded out of this program prior to distribution of funds to the cities and the County."

SYSTEM REQUIREMENTS: In order to receive Measure X funds, the cities and the County shall utilize a pavement management program (PMP) and submit regular reports on the conditions of their streets, to ensure timely repairs and keep the public informed. The pavement management program should utilize an approved software-based tool for analyzing pavement conditions and reports findings on rehabilitation/maintenance strategies based on funding levels. The pavement management program used by the jurisdiction must contain, at a minimum, the following features:

- Store the inventory all roadways within a jurisdiction (in a compatible database with other jurisdictions).
- Assess the condition of the roadways (based on seven distresses and three severity levels).
- Provide the current Pavement Condition Index (PCI) for the roadways (as per ASTM D6433).
- Identify all pavement sections needing maintenance, rehabilitation, or replacement.
- Calculate budget needs for maintenance, rehabilitation or replacement of deficient pavement sections (for the current year and the next three years at various overall condition levels).
- Develop maintenance strategies for the most cost-effective level of maintenance or repair appropriate at the time of the inspection.
- Generate pavement management program reports (in various formats).

All jurisdictions must implement and maintain an approved Pavement Management Program ("StreetSaver" or equivalent). The "StreetSaver" Pavement Management Program developed by Metropolitan Transportation Commission (MTC) is the most utilized program in the Bay Area and would be an excellent program for this region as well. The use of the "StreetSaver" Pavement Management Program is recommended (but not required) since it would allow good compatibility between local jurisdictions and also provide regional benefits. Jurisdictions may elect to use an alternative pavement management program provided it meets the above listed minimum requirements and receives written approval from TAMC.

The Agency will assist with the development of an overall pavement management implementation plan for this region with the participation and coordination of all the cities and the county. The Agency recommends the development of a regional system to benefit from a coordinated system. The regional system would be developed collaboratively between local jurisdictions. In order to have a regional database, it is recommended that all agencies utilize a common pavement management program. This would allow compilation of information on a regional basis. It would also create opportunities for interagency coordination and to guide regional transportation investments and planning.

UPDATE REQUIREMENTS: The jurisdictions must complete the following updates:

- Review and update the pavement information for all roads every two years.
- Pavement conditions must be re-inspected every three years for arterials and collectors.
- Pavement conditions must be re-inspected every six years for residential streets and local/rural roads, unless otherwise approved by TAMC. Pavement condition surveys may be done by either automated or manual inspections and may be done either individually or in conjunction with another agency. A percentage of the network can be scheduled each year so that the entire network is updated on a regular cycle.

REPORT REQUIREMENTS: All jurisdictions shall submit an annual Pavement Management Program Report Letter to TAMC no later than December 31 of each year the Measure X tax is in effect using the approved report letter format. It shall include all the highlighted information and shall be on local agency letterhead (see attached template).

All jurisdictions shall also participate in the biennial pavement needs survey conducted for the California Statewide Local Streets and Roads Needs Assessment and provide the requested roadway data for their jurisdiction.

AGENDA ITEM
5D.

Approve a Resolution Allocating 0.068 Acre-Feet per year of Water to the Independent at 600 Ortiz Avenue (APNs 011-234-001 through 025) and Authorizing the City Manager to Execute All Necessary Documents

City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Nicholas McIlroy, AICP, Planning Manager and Matt Papurello, Contract Planner with EMC Planning Group

SUBJECT: Water Allocation for 600 Ortiz Avenue

DATE: October 20, 2026

WATER ALLOCATIONS

The City of Sand City maintains the authority to allocate water from its available entitlement to development projects within the city. Before the Monterey Peninsula Water Management District (MPWMD) issues a water permit, projects requiring new water demand must obtain an allocation from the City through a City Council resolution.

BACKGROUND / DISCUSSION

On December 3, 2024, the City Council approved Resolution SC 24-72 and CUP/CDP 24-002, allowing Diversyfund, Inc. to convert 5,431 square feet of first-floor retail space into seven rental apartments at "The Independent," located at 600 Ortiz Avenue (APNs: 011-234-001 through 025).

The original project drew approximately 0.38 acre-feet per year (AFY) from the site's existing 0.75 AFY Group I commercial capacity for the seven new residential units, leaving approximately 0.37 AFY for the remaining commercial space. Subsequent review by MPWMD determined that fixture units for washing machines are required for each of the seven apartments, adding 7.0 fixture units. The units now require 44.6 fixture units (0.446 AFY) in total, against 37.8 fixture units (0.378 AFY) of existing capacity for the converted floor area, a net need of 6.8 fixture units (0.068 AFY). The MPWMD water release form uses 5,398 square feet for the converted area. MPWMD staff has advised that a site's water capacity cannot drop below the minimum for its existing floor area, even when vacant, so the remaining commercial space keeps its capacity and the additional 0.068 AFY must come from the City's entitlement, as detailed in the Water Demand Calculations (Attachment 2).

Staff has reviewed the request and confirmed that:

- Sufficient water is available within the City's entitlement to accommodate the additional 0.068 AFY allocation.

The proposed allocation complies with the City's General Plan, zoning regulations, and prior development approvals, and will allow the applicant to secure necessary permits from MPWMD.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

The environmental impacts of the project were previously evaluated and determined to be exempt from CEQA pursuant to CEQA Guidelines Section 15332 (Infill Development Projects). The proposed water allocation does not create any new or significant environmental impacts beyond those previously analyzed and approved.

FISCAL IMPACT

Approval of the requested water allocation has no direct fiscal impact on the General Fund.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution:

1. Authorizing the allocation of an additional 0.068 acre-feet per year (AFY) of water from the City's available water entitlement to The Independent at 600 Ortiz Avenue (APNs: 011-234-001 through 025); and

2. Authorizing the City Manager to execute any necessary agreements and related documents to implement the water allocation.

ATTACHMENTS

1. Draft Resolution
2. Water Demand Calculations
3. Site Plan

CITY OF SAND CITY

RESOLUTION SC_____, 2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY ALLOCATING 0.068 ACRE-FEET PER YEAR OF WATER TO THE INDEPENDENT AT 600 ORTIZ AVENUE (APNS: 011-234-001 THROUGH 025) AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS

WHEREAS, Diversyfund, Inc. ("Applicant") is developing seven residential rental units within the existing commercial space at 600 Ortiz Avenue ("Project"); and

WHEREAS, on December 3, 2024, the City Council approved Resolution SC 24-72 and CUP/CDP 24-002 allowing the conversion of first-floor commercial space to seven rental apartments at the Project; and

WHEREAS, the Project requires a water allocation from the City of Sand City prior to obtaining water permits from the Monterey Peninsula Water Management District ("MPWMD"); and

WHEREAS, City staff reviewed the Project's updated water demand utilizing applicable MPWMD regulations and determined that the Project requires an additional 0.068 acre-feet per year ("AFY") of water to support in-unit laundry facilities, which cannot be drawn from the remaining commercial space because MPWMD requires the site to retain the minimum water capacity for its existing floor area; and

WHEREAS, City staff has verified that sufficient water is available within the City's entitlement to accommodate this request; and

WHEREAS, environmental review for the Project was previously addressed and deemed exempt pursuant to the California Environmental Quality Act ("CEQA") under Guidelines Section 15332 (Infill Development); and

WHEREAS, the City Council finds that this water allocation aligns with the City's planning objectives and serves the public interest.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Sand City hereby approves the following:

1. **Water Allocation:** Allocates up to 0.068 AFY of water from the City's available entitlement to The Independent at 600 Ortiz Avenue (APNs: 011-234-001 through 025).
2. **Authorization to Execute Documents:** Authorizes the City Manager, or designee, to execute any agreements, application forms, permits, or related

documents necessary to implement this allocation, subject to review and approval by the City Attorney.

3. **Expiration of Allocation:** Unless extended by the City Council, this water allocation shall expire if the Project fails to obtain necessary building and water permits within two years of the date of this Resolution.
4. **Return of Allocation:** If the Project is abandoned or substantially modified, any unused portion of the allocated water shall automatically revert to the City's water entitlement.

PASSED AND ADOPTED by the City Council of the City of Sand City this 20th day of October 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

_____
Kerry Lindstrom, City Clerk

MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

RESIDENTIAL WATER RELEASE FORM AND WATER PERMIT APPLICATION

NOTE: When approved and signed by the Jurisdiction, this form must be submitted with complete Construction Plans to

conserve@mpwmd.net

5 Harris Court, Bldg. G (Ryan Ranch) ♦ Monterey, CA 93940 ♦ (831) 658-5601

Completing the Water Release Form & Water Permit Application does not guarantee issuance of a Water Permit.

ALL SPACES BELOW MUST BE COMPLETED OR THE APPLICATION MAY NOT BE PROCESSED. ***(Please print firmly)***

1. OWNERSHIP INFORMATION:

Name: DIVERSYFUND

Daytime telephone: _____

E-Mail Address: ALAN@DIVERSYFUND.COM

2. AGENT/REPRESENTATIVE INFORMATION:

Name: Christopher Baarlow c/o: WRD Architects, LLP

Daytime telephone: (831) 236-4380

E-Mail Address: christopherb@wrdarch.com

3. PROPERTY INFORMATION: 12,309 (5,398)

Address: 600 ORTIZ AVE., SAND CITY

Water Company serving parcel: California American Water **Assessor's Parcel Number (APN)** 011 - 234 - 001 to 025

Is a Water Meter needed? YES or NO If yes, how many? _____

NOTE: Separate Water Meters are required for each User, other than certain Residential uses that may qualify for in-line meters.

4. PROJECT DESCRIPTION (Be thorough and detailed): CONVERT 5,398 SF OF GROUP I AREA OF EXISTING COMMERCIAL SPACE ON THE FIST FLOOR TO SEVEN STUDIO APARTMENTS.

5. INSTRUCTIONS: ***Table No. 1 should list the fixtures on the property as they exist before the project. Table No. 2 should reflect all fixtures on the property after the project is completed. Only one Master Bathroom can be designated per Dwelling Unit.***

Table No. 1 Existing Property Fixture Count
(All fixtures before project)

Type of Fixture	Fixture	Value	Count
Washbasin		x 1.0 =	
Two Washbasins in the Master Bathroom		x 1.0 =	
Toilet, Ultra Low-Flush (1.6 gallons-per-flush)		x 1.8 =	
Toilet, High Efficiency (HET)		x 1.3 =	
Toilet, Ultra High Efficiency (UHET)		x 0.8 =	
Urinal, Pint (0.125 gallon maximum)		x 0.1 =	
Urinal, Zero Water Consumption		x 0.0 =	
Master Bath (one per Dwelling):Tub&Shower Stall		x 3.0 =	
Large Bathtub (may have Showerhead above)		x 3.0 =	
Standard Bathtub or Shower Stall (one head)		x 2.0 =	
Additional shower heads, body spray, etc)		x 2.0 =	
Shower System, Rain Bar/ Custom Shower (specs)		x 2.0 =	
Kitchen Sink (with optional Dishwasher)		x 2.0 =	
Kitchen Sink with High Efficiency Dishwasher		x 1.5 =	
Dishwasher, each additional (with optional sink)		x 2.0 =	
Dishwasher, High Efficiency (with opt. sink)		x 1.5 =	
Laundry Sink/Utility Sink (one per Site)		x 2.0 =	
Clothes Washer		x 2.0 =	
Clothes Washer, (HECW)		x 1.0 =	
Bidet		x 2.0 =	
Bar Sink		x 1.0 =	
Entertainment Sink		x 1.0 =	
Vegetable Sink		x 1.0 =	
Swimming Pool (each 100 sq-ft of pool surface)		x 1.0 =	
Other 5,398 SF GROUP I TO RESIDENTIAL USE		x ____ =	37.79
Other		x ____ =	
Other		x ____ =	
Other		x ____ =	

• Use this fixture count if a previous Permit was issued utilizing the Master Bathroom Credit. (Tub may be large.) See District staff for more information.

EXISTING FIXTURE UNIT COUNT **TOTAL** = 37.8

Table No. 2 Post Project Fixture Count
(All fixtures after project)

Type of Fixture	Fixture	Value	Count
Washbasin	7	x 1.0 =	7
Two Washbasins in the Master Bathroom		x 1.0 =	
Toilet, Ultra Low-Flush (1.6 gallons-per-flush)		x 1.8 =	
Toilet, High Efficiency (HET)	1	x 1.3 =	1.3
Toilet, Ultra High Efficiency (UHET)	6	x 0.8 =	4.8
Urinal, Pint (0.125 gallon maximum)		x 0.1 =	
Urinal, Zero Water Consumption		x 0.0 =	
Master Bath (one per Dwelling):Tub&Shower Stall		x 3.0 =	
Large Bathtub (may have Showerhead above)		x 3.0 =	
Standard Bathtub or Shower Stall (one head)	7	x 2.0 =	14
Additional shower heads, body spray, etc		x 2.0 =	
Shower System, Rain Bars/Custom Shower (specs)		x 2.0 =	
Kitchen Sink (optional dishwasher)		x 2.0 =	
Kitchen Sink with High Efficiency Dishwasher	7	x 1.5 =	10.5
Dishwasher, each additional (optional sink)		x 2.0 =	
Dishwasher, High Efficiency (with opt. sink)		x 1.5 =	
Laundry Sink/Utility Sink (one per Site)		x 2.0 =	
Clothes Washer		x 2.0 =	
Clothes Washer, (HECW)	7	x 1.0 =	7
Bidet		x 2.0 =	
Bar Sink		x 1.0 =	
Entertainment Sink		x 1.0 =	
Vegetable Sink		x 1.0 =	
Instant-Access-Hot-Water System (fixture credit)		x -0.5 =	
Subtotal proposed indoor fixtures		=	44.6
Landscape – Refer to District Rule 142.1 "Water Efficient Landscape Requirements"		x ___ =	
Swimming Pool (each 100 sq-ft of pool surface)		x 1.0 =	

PROPOSED FIXTURE UNIT COUNT **TOTAL** = 44.6

In completing the Water Release Form, the undersigned acknowledges that any discrepancy or mistake may cause rejection or delay in processing of the application. Additionally, the undersigned is responsible for accurately accounting for all water fixtures. If the fixture unit count changes without notification to the District, or if a difference in fixtures is documented upon official inspection, Water Permits for the property may be canceled. In addition, water fixtures installed without a Water Permit may be cause for interruption of the water service to the Site, additional fees and penalties, the imposition of a lien on the property, and deduction of water from the local Jurisdiction's Allocation. The property owner/Applicant is required to notify the District and provide Construction Plans as appropriate for each change in the Project made prior to use or occupancy that may affect the project's Capacity to use water. **"PUBLIC ACCESS TO WATER RECORDS" DEED RESTRICTION IS REQUIRED FOR ALL WATER PERMITS.**

6. I certify under penalty of perjury that the information provided on this Water Release Form & Water Permit Application is to my knowledge correct, and the information accurately reflects water use presently planned for this property.

Ryan Cornelsen Digitally signed by Ryan Cornelsen Date: 2026.06.05 17:46:13 -07'00'

Signature of Owner/Agent

Ryan Cornelsen

Print Name

6-5-2026

Date

AUTHORIZATION FOR WATER PERMIT – JURISDICTION USE ONLY

☐ Pure Water ☐ Water Entitlement ☐ Public Credits ☐ Paralta/Pre-Paralta Allocation ☐ WDS (Private Well) ☐ District Reserve ☐ Second Bathroom Protocol ☐ Other ☐ No Water Needed

Authorized by: _____ Amount: _____ Date: _____

City/County Permit Number _____

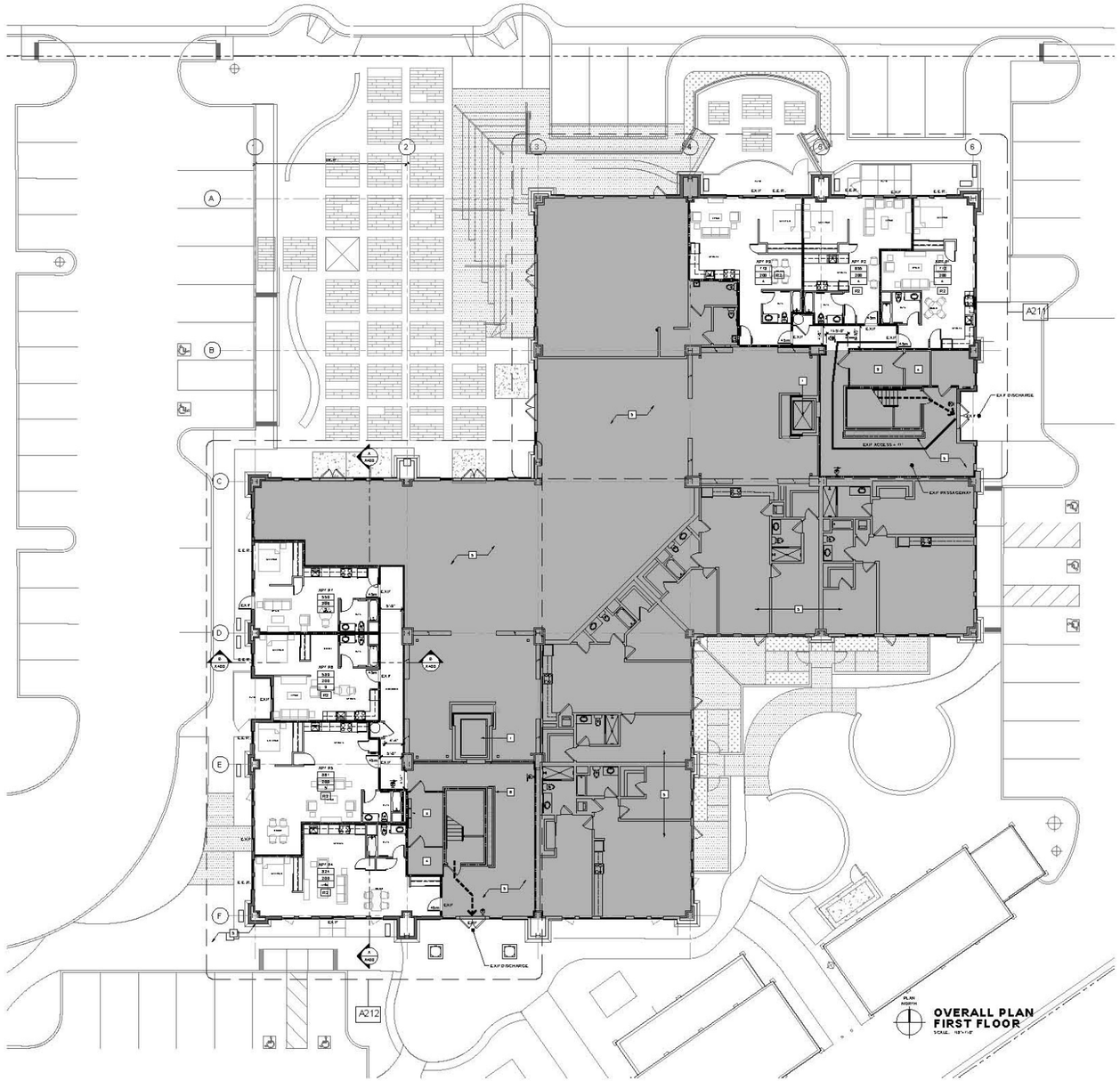
This form expires after five years from date of authorization for this project by the Jurisdiction or more frequently as determined by the Jurisdiction.

Capitalized terms are defined in MPWMD Rule 11, Definitions

Current Proposal

- Next steps

- Questions?



AGENDA ITEM
5E.

Approve a Resolution Approving the Application for Statewide Park Development and Community Revitalization Program

City of Sand City
STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Vibeke Norgaard, City Manager and Nick McIlroy, AICP, Planning Manager

SUBJECT: Adopt Resolution SC 26-___ Approving the Application for the Statewide Park Development and Community Revitalization Program for the Sand City Multiuse Trail Improvement Project

MEETING DATE: October 20, 2026

BACKGROUND

The Sand City Multiuse Trail Improvement Project will close the final 1.08-mile gap in the Monterey Bay Coastal Recreation Trail (MBCRT), an 18-mile coastal corridor connecting communities along Monterey Bay. Further, the trail will add a much-needed green belt with trailside amenities that will provide active and passive recreation for residents and tourists. Thirty percent design plans were completed July of 2025, and staff are working on use agreements and construction easements actively with Transportation Agency of Monterey County (TAMC), and the City of Seaside.

The total estimated cost of the project based on the thirty percent design plans is $12,062,000. The City has secured the following grant funding to date:

- Monterey Bay Air Resources District (MBARD) grant, awarded 2023: $100,000
- Monterey Bay Air Resources District (MBARD) grant, awarded 2024: $205,000
- AMBAG Carbon Reduction Program grant, awarded 2024: $1,960,000

These awards total $2,265,000, leaving a remaining funding gap of $9,797,000 to fully fund the project. The City has already applied for this same amount, $9,797,000, through the Cycle 8 Active Transportation Program (ATP) call for projects. The Statewide Park Program application described in this report is intended to pursue an additional, parallel funding source to help close that same gap in the event ATP funding is not awarded or is awarded only in part.

DISCUSSION

The Office of Grants and Local Services (OGALS) administers the Statewide Park Program on behalf of the California Natural Resources Agency, Department of Parks and Recreation. As a condition of applying for SPP grant funding, OGALS requires each applicant to submit a completed and signed Authorizing Resolution Form (DPR 860), certifying that the applicant's governing body approves the application, has or will have

sufficient funds to complete and operate the project, and has designated an authorized representative to sign application and grant documents on the applicant's behalf. The form must be certified and signed by the City Clerk following a roll call vote of the City Council.

OGALS allows the form to be reformatted on the applicant's letterhead and to include additional signature lines, but the language of the resolution must remain unchanged. Changes to the language may require legal review by the Department of Parks and Recreation, which could delay approval of the application. Attachment 1 therefore uses the DPR 860 language without change, with the City's information filled in. The only additions are the City letterhead, the resolution number, and a signature line for the Mayor.

By adopting Attachment 1, the City Council approves the filing of the application, certifies that the City has or will have sufficient funds to complete, operate, and maintain the project, agrees to the General Provisions in the Grant Administration Guide and to comply with applicable laws and regulations, and delegates authority to the City Manager, by position title, to negotiate and sign grant documents. The City Clerk will certify the roll call vote on the same document, and the signed resolution will be submitted with the application. OGALS requires that the Ayes exceed the Noes.

The completed application, including the signed Authorizing Resolution, must be submitted to OGALS no later than December 17, 2026.

CEQA

This action does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) guidelines section 15378.

FISCAL IMPACT

There is no immediate fiscal impact associated with adopting the attached resolution, and it does not commit the City to accept a grant award. If awarded, SPP grant funding, together with funding the City has already secured, would fund the full cost of construction of the Sand City Multiuse Trail Improvement Project. Maintenance costs are expected to be approximately $115,000 per year and will be funded through the General Fund.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution SC 26-___ approving the application for the Statewide Park Development and Community Revitalization Program and delegating authority to the City Manager to sign grant documents, in connection with the City's application for Statewide Park Program (SPP) grant funding for the Sand City Multiuse Trail Improvement Project.

ATTACHMENTS

1. Resolution SC 26-___ (DPR 860 Authorizing Resolution language, reformatted on City letterhead)

CITY OF SAND CITY RESOLUTION NO. SC 26-___
AUTHORIZING RESOLUTION FORM

RESOLUTION OF THE CITY COUNCIL OF CITY OF SAND CITY APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM.

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Program Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby: Approves the filing of an application for the Sand City Multiuse Trail Project; and

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to the City Manager to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the _____ day of _____, 2026.

_____
Mary Ann Carbone, Mayor
APPROVED

I, the undersigned, hereby certify that the foregoing Resolution Number: SC 26-_____ was duly adopted by the City Council following a roll call vote:

Ayes: _____ Noes: _____ Absent: _____

Kerry Lindstrom, City Clerk

_____ _____
Clerk's Printed Name Clerk's Signature

AGENDA ITEM
5F.

Receive the State Controller's Office Audit Report for Road Maintenance and Rehabilitation Program (RMRP)

City of Sand City

STAFF REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Jennifer Pope, Finance Manager
SUBJECT: State Controller's Office Audit Report - Road Maintenance and Rehabilitation Program (RMRP)
DATE: October 20, 2026

BACKGROUND/DISCUSSION:
On September 19, 2017, the City Council approved the use of Senate Bill 1 funding for street and sidewalk improvements.

The Road Maintenance and Rehabilitation Program (RMRP), established by Senate Bill 1 (SB 1), provides funding to cities for the maintenance and rehabilitation of local streets and roads. To be eligible for RMRP funding, cities must meet the program's Maintenance of Effort (MOE) requirement, which establishes a minimum level of local funding that must be spent on street, road, and highway purposes.

The MOE requirement was based on a city's average annual discretionary expenditures for Fiscal Years 2009-10, 2010-11, and 2011-12, as reported in the City's Annual Street Report (ASR). Based on this calculation, Sand City's annual MOE requirement was established at $478,218 which is extraordinarily high for a city the size of Sand City and will continue to be difficult to meet in future years except for in unusual circumstances.

The State Controller's Office audited the City's street expenditure reports for Fiscal Years 2020-21 through 2023-24. The audit found that the City did not meet the RMRP MOE requirements for Fiscal Years 2020-21 and 2021-22 because the City did not maintain the required level of local funding for streets and roads ($478,218 annually). As a result of the extraordinarily high MOE, the City is ineligible to retain the RMRP funds received for those years: $7,137 for Fiscal Year 2020-21 and $7,718 for Fiscal Year 2021-22, totaling $14,855.

The audit also found that the City did not meet the MOE requirement for Fiscal Year 2022-23. However, due to two large projects, the City's street expenditures in Fiscal Year 2023-24 sufficiently met that fiscal year's MOE requirement and offset the prior year's shortfall.

The $14,855 in ineligible RMRP funding will be deducted from future RMRP disbursements to the City.

FISCAL IMPACT:
The City is ineligible for $14,855 in RMRP funding received for Fiscal Years 2020-21 and 2021-22 due to noncompliance with the program's MOE requirements. The State will deduct these funds from future RMRP disbursements.

RECOMMENDATION:
No action is required. This is informational only.

CEQA:
This action does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) guidelines section 15378.

ATTACHMENTS:
1. State Controller's Office Final Audit Report

CITY OF SAND CITY

Final Audit Report

ROAD MAINTENANCE AND REHABILITATION PROGRAM

July 1, 2020, through June 30, 2024

MALIA M. COHEN

CALIFORNIA STATE CONTROLLER

September 2026

S25-RMR-0005

STATE CONTROLLER'S OFFICE | DIVISION OF AUDITS

Post Office Box 942850 | Sacramento, CA 94250

Sacramento Office: 3301 C Street, Suite 700 | Sacramento, CA 95816 | 916-324-8907

Monterey Park Office: 901 Corporate Center Drive, Suite 200 | Monterey Park, CA 91754 | 323-981-6802

www.sco.ca.gov

MALIA M. COHEN
CALIFORNIA STATE CONTROLLER

September 11, 2026

Ms. Jennifer Pope, Finance Manager
City of Sand City
1 Pendergrass Way
Sand City, CA 93955

Dear Ms. Pope:

The State Controller's Office audited the City of Sand City's (the city) Road Maintenance and Rehabilitation Program (RMRP) to determine whether the city complied with RMRP Maintenance-of-Effort (MOE) requirements for the period of July 1, 2020, through June 30, 2024.

Our audit found that the city did not comply with RMRP MOE requirements for fiscal year (FY) 2020-21 and FY 2021-22 because it did not maintain its existing commitment of local funds for street, road, and highway purposes. Therefore, the city is ineligible for the RMRP funds it received in those fiscal years ($7,137 in FY 2020-21 and $7,718 in FY 2021-22). Furthermore, our audit found that the city's expenditures for RMRP MOE compliance were inaccurately reported throughout the audit period.

We also found an additional shortfall in the city's FY 2022-23 RMRP MOE expenditures. However, the city increased its MOE expenditures in FY 2023-34 sufficiently to meet the MOE requirements for FY 2023-24 and make up the shortfall for FY 2022-23.

If you have any questions regarding this report, please contact Efren Loste, Chief, Local Government Audits Bureau, by telephone at 916-324-7226 or email at eloste@sco.ca.gov. Thank you.

Sincerely,

Original signed by
Kimberly A. Tarvin, CPA
Chief, Division of Audits

Copy: The Honorable Mary Ann Carbone, Mayor
City of Sand City
Vibeke Norgaard, City Manager
City of Sand City
Audrey Cray, Administrative Services Manager
City of Sand City
Evelyn Calderon-Yee, Bureau Chief
Local Government Programs and Services Division
State Controller's Office

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SUMMARY

The State Controller's Office (SCO) audited the City of Sand City's (the city) Road Maintenance and Rehabilitation Program (RMRP) to determine whether the city complied with RMRP Maintenance-of-Effort (MOE) requirements for the period of July 1, 2020, through June 30, 2024.

Our audit found that the city did not comply with RMRP MOE requirements for fiscal year (FY) 2020-21 and FY 2021-22 because it did not maintain its existing commitment of local funds for street, road, and highway purposes. Therefore, the city is ineligible for the RMRP funds that it received in those fiscal years ($7,137 in FY 2020-21 and $7,718 in FY 2021-22). Furthermore, our audit found that the city's expenditures for RMRP MOE compliance were inaccurately reported throughout the audit period.

We also found an additional shortfall in the city's FY 2022-23 MOE expenditures. However, the city increased its MOE expenditures in FY 2023-34 sufficiently to meet the MOE requirement for FY 2023-24 and make up the shortfall for FY 2022-23.

BACKGROUND

Senate Bill 1 (Statutes of 2017, Chapter 5), known as the Road Repair and Accountability Act of 2017, created the RMRP to address deferred maintenance on the state highway system and the local street and road system. RMRP funds are apportioned by formula to eligible cities and counties pursuant to Streets and Highways Code (SHC) section 2032. Article XIX of the California Constitution and SHC sections 2030 through 2038 provide the requirements for RMRP funding.

SHC section 2036 establishes the RMRP MOE requirements. Specifically, to remain eligible for an allocation or apportionment of the RMRP funds, cities and counties must maintain their existing commitment of local funds for street, road, and highway purposes. The required level of funding, or MOE amount, was computed using the city's average discretionary expenditures

for FY 2009-10, FY 2010-11, and FY 2011-12, as reported in a city's or town's Annual Street Report (ASR) or a county's Annual Road Report. The city's required MOE contribution is $478,218.

On July 16, 2021, the Governor signed into law Assembly Bill 149 amending SHC section 2036. The amendment allowed cities and counties to use the decrease in taxable sales, if any, from FY 2018-19 through FY 2020-21 to adjust their MOE requirements for FY 2020-21 and FY 2021-22. Furthermore, it allowed a city or county to petition the Controller to use transient occupancy tax revenues, in lieu of taxable sales, for purposes of adjusting the MOE requirement for FY 2021-22. As a result of this amendment, the city's MOE for FY 2020-21 was reduced to $440,439.

AUDIT AUTHORITY

We conducted this audit in accordance with SHC section 2036(e), which provides the SCO with authority to perform audits to ensure compliance with the MOE.

OBJECTIVE, SCOPE, AND METHODOLOGY

Our audit objective was to determine whether the city complied with RMRP MOE requirements for the period of July 1, 2020, through June 30, 2024.

To achieve our objective, we performed the following procedures:

- We gained an understanding and evaluated the effectiveness of the city's internal controls that are significant to the audit objective by reviewing policies and procedures, interviewing the city's key personnel, completing an internal control questionnaire, reviewing the city's organization chart, and inspecting documents and records.

- We assessed the reliability of computer-processed data by reviewing existing information about the data and the system that produced it; by interviewing the city's officials

knowledgeable about the data; and by tracing data to source documents, based on auditor judgment and non-statistical sampling. We determined that the data was sufficiently reliable for the purposes of achieving our audit objective.

- We conducted a risk assessment to determine the nature, timing, and extent of substantive testing.
- We performed analytical procedures to identify and explain the existence of unusual or unexpected account balances.
- We verified that the expenditures incurred during the audit period were supported by proper documentation and eligible in accordance with the applicable criteria by testing all expenditure transactions that were equal to or greater than the significant item amount (calculated based on materiality threshold), and judgmentally selecting non-statistical samples of other transactions. Errors found were not projected to the intended (total) population. We tested the following categories:
    - Services and supplies – We tested $992,633 of $1,404,855.
    - Labor – We tested $147,806 of $409,987.
    - Transfers – We tested all $29,578.
    - Acquisitions – We tested $139,543 of $148,839.

We did not audit the city's financial statements. We limited our audit scope to planning and performing audit procedures necessary to obtain reasonable assurance that the city complied with RMRP MOE requirements.

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objective. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objective.

CONCLUSION

Our audit found that, for the period of July 1, 2020, through June 30, 2024, the city did not comply with the RMRP MOE requirements, as described in the Finding and Recommendation section.

FOLLOW-UP ON PRIOR AUDIT FINDINGS

We have not previously conducted an audit of the city's RMRP MOE.

VIEWS OF RESPONSIBLE OFFICIALS

We issued a draft audit report on May 11, 2026. The city's representatives responded by email on May 20, 2026. The city's representatives agreed with the audit results.

RESTRICTED USE

This report is solely for the information and use of the city and the SCO; it is not intended to be, and should not be, used by anyone other than these specified parties. This restriction is not intended to limit distribution of this report, which is a matter of public record and is available on the SCO website at www.sco.ca.gov.

Original signed by
Kimberly A. Tarvin, CPA
Chief, Division of Audits

September 11, 2026

SCHEDULE—ROAD MAINTENANCE AND REHABILITATION PROGRAM MAINTENANCE-OF-EFFORT DISCRETIONARY EXPENDITURES

July 1, 2020, through June 30, 2024

Discretionary Expenditures	FY 2020-21 Amount	FY 2021-22 Amount	FY 2022-23 Amount	FY 2023-24 Amount
Discretionary expenditures reported by the city	$239,375	$239,171	$416,299	$1,025,432
Audit adjustments:				
Less: Overstated expenditures	57,454	67,307	208,270	288,515
Plus: Understated expenditures	0	0	0	59,773
Total discretionary expenditures, per audit	$181,921	$171,864	$208,029	$796,690
The city's MOE amount	$440,439	$478,218	$478,218	$478,218
Total discretionary expenditures, per audit	$181,921	$171,864	$208,029	$796,690
The city met MOE requirement, per audit	No	No	Yes	Yes

The city had sufficient discretionary expenditures in FY 2023-24 to offset the FY 2022-23 MOE shortfall.

FINDING AND RECOMMENDATION

Finding—Insufficient MOE Expenditures and Inaccurate Expenditure Reporting

During our initial review of FY 2020-21 and FY 2021-22 discretionary expenditures reported in the city's ASR, we identified potential MOE expenditure shortfalls of $201,064 for FY 2020-21 and $239,047 for FY 2021-22. This prompted an audit to determine the city's compliance with RMRP MOE requirements. During our audit, we verified that expenditures were eligible and reported completely. We found that for FY 2020-21 and FY 2021-22, the city had no additional unreported expenditures but had included in its ASR ineligible expenditures totaling $57,454 for FY 2020-21 and $67,307 for FY 2021-22. This increased the shortfall to $258,518 for FY 2020-21, and $306,354 for FY 2021-22.

As a result, the city had insufficient expenditures to meet the FY 2020-21 and FY 2021-22 MOE requirements. Therefore, the city was ineligible for the $14,855 in RMRP funds that it received in those fiscal years ($7,137 in FY 2020-21 and $7,718 in FY 2021-22). The SCO will withhold the city's future RMRP fund allocations of up to $14,855 and reallocate such funds to other cities in accordance with SHC section 2036(e)(3).

After completing our audit of FY 2020-21 and FY 2021-22, we expanded our audit scope to include subsequent years to determine whether the city had increased its expenditures sufficiently to make up for these shortfalls, in accordance with SHC section 2036(f).

For FY 2022-23, we found that the city's reported expenditures of $416,299 included ineligible expenditures of $208,270, resulting in an MOE shortfall of $270,189. For FY 2023-24, we found that the city's reported expenditures of $1,025,432 included ineligible expenditures of $288,515. However, we also found that the city had inadvertently omitted eligible expenditures of $59,773 from its ASR. After reducing the ineligible amount and adding the eligible amount, the city's FY 2023-24 total expenditures of $796,690 were sufficient to meet the FY 2023-24 MOE requirement as well as cover the FY 2022-23 shortfall.

Although the city's inaccurate reporting of its RMRP MOE expenditures did not consistently result in noncompliance, the city reported its discretionary expenditures inaccurately throughout the audit period. The inaccurate reporting occurred because the city did not follow applicable policies and procedures to ensure that its expenditures for MOE compliance were reported accurately in its ASRs.

Criteria

SHC section 2036(f) states:

> If a city or county fails to comply with [MOE requirements] in a particular fiscal year, the city or county may expend during that fiscal year and the following fiscal year a total amount that is not less than the total amount required to be expended for those fiscal years for purposes of complying with [MOE requirements].

SHC section 2036(e)(1) states:

> For any city or county that has not complied with [MOE requirements], the Controller shall withhold from its apportionment pursuant to Section 2032 for a fiscal year following an audit an amount up to the amount of funds that the city or county received during the fiscal year that was audited. The amount withheld shall be reapportioned in one annual payment pursuant to [SHC section 2036(e)(3)].

SHC section 2151 states that, on or before December 1 each year, cities and counties must file with SCO complete reports of their street and road expenditures during the preceding fiscal year. Reports from cities must be certified by the cities' fiscal officers; reports from counties must be certified by the county auditor or the road commissioner, depending on which county official signs the report.

Instructions to Cities for Preparing the Annual Street Report (LGRS Online Submission) [Local Government Financial Reporting System], published in October 2023, provides guidance and step-by-step instructions for reporting revenues and expenditures, including discretionary revenues and expenditures.

Recommendation

We recommend that the city:

- Ensure that it budgets for and expends its required MOE contribution of $478,218 to comply with the RMRP MOE; and
- Follow applicable policies and procedures to ensure that its expenditures for MOE compliance are reported accurately in its ASR.

City's Response

The city agreed with the audit results. The city's representative stated that the city believes the MOE was established at an unusually high level for a jurisdiction of the city's size. The city's staff members are currently reviewing the FY 2009-10, FY 2010-11, and FY 2011-12 ASRs in conjunction with the city's Annual Financial Statements and the city anticipates submitting a formal request for an MOE adjustment in the near future.

AGENDA ITEM
5G.

Receive the September 2026 Financial Report and Quarterly Summary of Cash and Investments for the City of Sand City and Sand City Successor Agency

City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council/Successor Agency Board Members
FROM: Jennifer Pope, Finance Manager
SUBJECT: September 2026 Financial Report & Quarterly Summary of Cash and Investments
DATE: October 20, 2026

BACKGROUND/DISCUSSION:
Attached are monthly financial reports along with the quarterly cash and investment report for the City of Sand City and the Sand City Successor Agency of the former Redevelopment Agency.

A. City of Sand City Reports

a. Cash Receipt Report, September 2026 (Attachment 1)
   Revenue total - **$2,175,978**
b. Check Report, September 2026 (Attachment 2)
   Expenditure total - **$676,437**

B. Sand City Successor Agency for the former Redevelopment Agency Reports

a. Revenue Report, September 2026 (Attachment 3)
   Revenue total - **$4,400**
b. Check Report, September 2026
c. Expenditures total - **$0**

Transfers
Listed below are transfers from one bank account to another and should not be considered as revenue or expenditure.

Date	Source	Amount	Description

There were no transfers in September 2026.

C. Summary of Cash & Investments, 1st Quarter FY 26/27 (Attachment 4)

CEQA:
This action does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) guidelines section 15378.

FISCAL IMPACT:
There is no fiscal impact with receiving this report.

RECOMMENDATION:
Receive the report.

ATTACHMENTS:

1. Sand City Cash Receipt Report
2. Sand City Check Report
3. Sand City Successor Agency Revenue Report
4. Quarterly Summary of Cash and Investments



City of Sand City

Cash Receipt Report

By Transaction Code

Date Range: 9/1/2026 - 9/30/2026

Transaction Code	Entity Account	Receipt Date	Transaction Description	Applied Amount
TOT01	R00001937	9/1/2026 12:00:00 AM	TOT Tax	1,998.29
TOT01	R00001938	9/1/2026 12:00:00 AM	TOT Tax	486.00
WEST	R00001939	9/1/2026 12:00:00 AM	West End Revenue	337.60
TOT01	R00001940	9/1/2026 12:00:00 AM	TOT Tax	1,079.49
TOT02	R00001941	9/1/2026 12:00:00 AM	Transient Occupancy Tax Penalties	1,219.85
TOT01	R00001942	9/1/2026 12:00:00 AM	TOT Tax	2,307.72
TOT01	R00001943	9/1/2026 12:00:00 AM	TOT Tax	756.17
TOT01	R00001944	9/1/2026 12:00:00 AM	TOT Tax	1,605.98
TOT01	R00001945	9/1/2026 12:00:00 AM	TOT Tax	202,935.17
MCTID	R00001945	9/1/2026 12:00:00 AM	MCTID	9,641.91
MCTIDA	R00001945	9/1/2026 12:00:00 AM	MCTID Admin Fee	97.39
TOT01	R00001946	9/1/2026 12:00:00 AM	TOT Tax	198.00
UUT	R00001947	9/1/2026 12:00:00 AM	Utility Users Tax	1,369.52
UUT	R00001948	9/1/2026 12:00:00 AM	Utility Users Tax	296.62
UUT	R00001949	9/1/2026 12:00:00 AM	Utility Users Tax	185.90
UUT	R00001950	9/1/2026 12:00:00 AM	Utility Users Tax	416.28
UUT	R00001951	9/1/2026 12:00:00 AM	Utility Users Tax	257.64
UUT	R00001952	9/1/2026 12:00:00 AM	Utility Users Tax	31.10
UUT	R00001953	9/1/2026 12:00:00 AM	Utility Users Tax	0.34
UUT	R00001954	9/1/2026 12:00:00 AM	Utility Users Tax	4,201.11
UUT	R00001955	9/1/2026 12:00:00 AM	Utility Users Tax	6.07
UUT	R00001956	9/1/2026 12:00:00 AM	Utility Users Tax	0.51
UUT	R00001957	9/1/2026 12:00:00 AM	Utility Users Tax	0.70
UUT	R00001958	9/1/2026 12:00:00 AM	Utility Users Tax	11.36
UUT	R00001959	9/1/2026 12:00:00 AM	Utility Users Tax	25.45
UUT	R00001960	9/1/2026 12:00:00 AM	Utility Users Tax	19,335.84
ENG01	R00001961	9/2/2026 12:00:00 AM	Engineering Fees	950.00
WEST	R00001962	9/2/2026 12:00:00 AM	West End Revenue	1,000.00
PAR02	R00001963	9/2/2026 12:00:00 AM	Sand City Parking	100.00
PAR02	R00001964	9/2/2026 12:00:00 AM	Sand City Parking	40.00
PAR02	R00001965	9/2/2026 12:00:00 AM	Sand City Parking	40.00
PAR02	R00001966	9/2/2026 12:00:00 AM	Sand City Parking	40.00
PAR02	R00001967	9/2/2026 12:00:00 AM	Sand City Parking	40.00
WEST	R00001968	9/2/2026 12:00:00 AM	West End Revenue	2,500.00
WEST	R00001969	9/2/2026 12:00:00 AM	West End Revenue	81.17
WEL01	R00001970	9/2/2026 12:00:00 AM	New Wells Reimbursement from CalAm	537.50
ECO	R00001971	9/2/2026 12:00:00 AM	Eco Resort	29,626.71
WEST	R00001972	9/2/2026 12:00:00 AM	West End Revenue	1,991.29
2103	R00001973	9/2/2026 12:00:00 AM	Gas Tax 2103	323.42
2105	R00001973	9/2/2026 12:00:00 AM	Gas Tax -2105 31	204.02
2106	R00001973	9/2/2026 12:00:00 AM	Gas Tax 2106 32	495.47

Transaction Code	Entity Account	Receipt Date	Transaction Description	Applied Amount
2107	R00001973	9/2/2026 12:00:00 AM	Gax Tax- 2107 33	274.57
21075	R00001973	9/2/2026 12:00:00 AM	Gas Tax 2107.5 34	1,000.00
RMRA	R00001974	9/2/2026 12:00:00 AM	Road Maintenance & Rehab	947.88
REN01	R00001975	9/2/2026 12:00:00 AM	Rental Income	3,000.00
TUT01	R00001976	9/2/2026 12:00:00 AM	Transaction/Use Tax	411,876.46
STAX	R00001977	9/2/2026 12:00:00 AM	Sales Tax Received	341,588.47
SSW01	R00001978	9/2/2026 12:00:00 AM	Street Sweeper Grant	200,000.00
USB01	R00001979	9/2/2026 12:00:00 AM	US Bank Cal Card Rebate	551.23
MISC	R00001980	9/2/2026 12:00:00 AM	Misc revenue	46.31
PLA02	R00001981	9/2/2026 12:00:00 AM	Plan Check Fee- Building	2,329.92
ENG01	R00001982	9/2/2026 12:00:00 AM	Engineering Fees	435.00
WEST	R00001983	9/2/2026 12:00:00 AM	West End Revenue	150.00
SIG01	R00001984	9/2/2026 12:00:00 AM	Sign Permit & Master Sign Program	51.50
TOT01	R00001985	9/2/2026 12:00:00 AM	TOT Tax	998.04
PLA02	R00001986	9/2/2026 12:00:00 AM	Plan Check Fee- Building	315.64
ENG01	R00001987	9/2/2026 12:00:00 AM	Engineering Fees	840.00
BUI01	R00001988	9/2/2026 12:00:00 AM	Building Permit 4115	485.56
CBSC	R00001988	9/2/2026 12:00:00 AM	CBSC	1.00
STR01	R00001988	9/2/2026 12:00:00 AM	Strong Motion Fee	1.62
PMISC	R00001989	9/2/2026 12:00:00 AM	Planning MISC Rev	463.50
PAR02	R00001990	9/2/2026 12:00:00 AM	Sand City Parking	40.00
PAR02	R00001991	9/2/2026 12:00:00 AM	Sand City Parking	40.00
PAR02	R00001992	9/2/2026 12:00:00 AM	Sand City Parking	40.00
PAR02	R00001993	9/2/2026 12:00:00 AM	Sand City Parking	40.00
PAR02	R00001994	9/2/2026 12:00:00 AM	Sand City Parking	40.00
PAR02	R00001995	9/2/2026 12:00:00 AM	Sand City Parking	40.00
PAR02	R00001996	9/2/2026 12:00:00 AM	Sand City Parking	100.00
PAR02	R00001997	9/2/2026 12:00:00 AM	Sand City Parking	40.00
PAR02	R00001998	9/2/2026 12:00:00 AM	Sand City Parking	40.00
SQU01	R00001999	9/2/2026 12:00:00 AM	Square Fees	(0.44)
SQU01	R00002000	9/2/2026 12:00:00 AM	Square Fees	(8.68)
WEST	R00002003	9/3/2026 12:00:00 AM	West End Revenue	200.70
BL01	R00002004	9/3/2026 12:00:00 AM	Business License	521,214.88
BL02	R00002004	9/3/2026 12:00:00 AM	Business License Late Charge	1,036.97
CAS90	R00002004	9/3/2026 12:00:00 AM	CASP Fee	532.80
WEST	R00002005	9/8/2026 12:00:00 AM	West End Revenue	250.00
ART01	R00002009	9/9/2026 12:00:00 AM	Art Park Revenue	50.00
REF02	R00002009	9/9/2026 12:00:00 AM	West End Refundable Fees	100.00
SOP01	R00002010	9/10/2026 12:00:00 AM	Sale of Property	37,200.00
WEST	R00002011	9/14/2026 12:00:00 AM	West End Revenue	930.17
TOT01	R00002012	9/15/2026 12:00:00 AM	TOT Tax	1,906.05
TOT01	R00002013	9/15/2026 12:00:00 AM	TOT Tax	348.00
TOT01	R00002015	9/15/2026 12:00:00 AM	TOT Tax	1,075.46
TOT01	R00002016	9/15/2026 12:00:00 AM	TOT Tax	1,357.86
TOT01	R00002017	9/15/2026 12:00:00 AM	TOT Tax	2,675.28
TOT01	R00002018	9/15/2026 12:00:00 AM	TOT Tax	615.55
TOT01	R00002019	9/15/2026 12:00:00 AM	TOT Tax	3,664.82
TOT01	R00002020	9/15/2026 12:00:00 AM	TOT Tax	253,804.85

Transaction Code	Entity Account	Receipt Date	Transaction Description	Applied Amount
MCTID	R00002020	9/15/2026 12:00:00 AM	MCTID	9,798.43
MCTIDA	R00002020	9/15/2026 12:00:00 AM	MCTID Admin Fee	98.97
TOT01	R00002021	9/15/2026 12:00:00 AM	TOT Tax	201.00
BUI01	R00002022	9/16/2026 12:00:00 AM	Building Permit 4115	458.00
CBSC	R00002022	9/16/2026 12:00:00 AM	CBSC	1.00
STR01	R00002022	9/16/2026 12:00:00 AM	Strong Motion Fee	2.08
UUT	R00002023	9/16/2026 12:00:00 AM	Utility Users Tax	0.80
UUT	R00002024	9/16/2026 12:00:00 AM	Utility Users Tax	38.10
UUT	R00002025	9/16/2026 12:00:00 AM	Utility Users Tax	801.40
WEST	R00002026	9/16/2026 12:00:00 AM	West End Revenue	264.00
REN01	R00002027	9/16/2026 12:00:00 AM	Rental Income	1,699.59
REN01	R00002028	9/16/2026 12:00:00 AM	Rental Income	3,000.00
2103	R00002029	9/16/2026 12:00:00 AM	Gas Tax 2103	571.76
2105	R00002029	9/16/2026 12:00:00 AM	Gas Tax -2105 31	201.35
2106	R00002029	9/16/2026 12:00:00 AM	Gas Tax 2106 32	491.15
2107	R00002029	9/16/2026 12:00:00 AM	Gax Tax- 2107 33	289.23
IRWM	R00002030	9/16/2026 12:00:00 AM	IRWM Grant Reimbursement- Catalina St	860.00
COA01	R00002031	9/16/2026 12:00:00 AM	Coastal Permit	2,052.00
VEH01	R00002032	9/16/2026 12:00:00 AM	Vehicle Abatement/VLF	618.59
PAR02	R00002033	9/16/2026 12:00:00 AM	Sand City Parking	40.00
POL01	R00002034	9/16/2026 12:00:00 AM	Police Report 4560	10.00
PAR02	R00002035	9/16/2026 12:00:00 AM	Sand City Parking	40.00
PAR02	R00002036	9/16/2026 12:00:00 AM	Sand City Parking	40.00
PAR02	R00002037	9/16/2026 12:00:00 AM	Sand City Parking	75.00
PAR02	R00002038	9/16/2026 12:00:00 AM	Sand City Parking	40.00
PAR02	R00002039	9/16/2026 12:00:00 AM	Sand City Parking	40.00
PAR02	R00002040	9/16/2026 12:00:00 AM	Sand City Parking	40.00
PAR02	R00002041	9/16/2026 12:00:00 AM	Sand City Parking	40.00
PAR02	R00002042	9/16/2026 12:00:00 AM	Sand City Parking	40.00
PAR02	R00002043	9/16/2026 12:00:00 AM	Sand City Parking	40.00
PAR02	R00002044	9/16/2026 12:00:00 AM	Sand City Parking	40.00
PAR02	R00002045	9/16/2026 12:00:00 AM	Sand City Parking	40.00
TOT01	R00002046	9/16/2026 12:00:00 AM	TOT Tax	1,894.85
WEST	R00002047	9/16/2026 12:00:00 AM	West End Revenue	4,386.37
UUT	R00002048	9/16/2026 12:00:00 AM	Utility Users Tax	13.88
TOT01	R00002049	9/16/2026 12:00:00 AM	TOT Tax	988.08
PAR02	R00002050	9/16/2026 12:00:00 AM	Sand City Parking	40.00
WEST	R00002052	9/17/2026 12:00:00 AM	West End Revenue	474.00
WEST	R00002053	9/29/2026 12:00:00 AM	West End Revenue	327.60
ENG01	R00002054	9/29/2026 12:00:00 AM	Engineering Fees	1,740.00
ENG01	R00002055	9/29/2026 12:00:00 AM	Engineering Fees	3,670.00
PLA02	R00002056	9/29/2026 12:00:00 AM	Plan Check Fee- Building	297.70
WEST	R00002057	9/29/2026 12:00:00 AM	West End Revenue	260.00
ENG01	R00002058	9/29/2026 12:00:00 AM	Engineering Fees	986.00
SQU01	R00002059	9/29/2026 12:00:00 AM	Square Fees	(133.18)
PAR02	R00002060	9/29/2026 12:00:00 AM	Sand City Parking	40.00
PAR02	R00002062	9/29/2026 12:00:00 AM	Sand City Parking	40.00
PAR02	R00002063	9/29/2026 12:00:00 AM	Sand City Parking	40.00

Transaction Code	Entity Account	Receipt Date	Transaction Description	Applied Amount
ART01	R00002064	9/29/2026 12:00:00 AM	Art Park Revenue	40.00
PAR02	R00002065	9/29/2026 12:00:00 AM	Sand City Parking	40.00
PAR02	R00002066	9/29/2026 12:00:00 AM	Sand City Parking	40.00
POL01	R00002067	9/29/2026 12:00:00 AM	Police Report 4560	10.00
PAR02	R00002068	9/29/2026 12:00:00 AM	Sand City Parking	50.00
PAR02	R00002069	9/29/2026 12:00:00 AM	Sand City Parking	40.00
PAR02	R00002070	9/29/2026 12:00:00 AM	Sand City Parking	40.00
PAR02	R00002071	9/29/2026 12:00:00 AM	Sand City Parking	40.00
PAR02	R00002072	9/29/2026 12:00:00 AM	Sand City Parking	40.00
PAR02	R00002073	9/29/2026 12:00:00 AM	Sand City Parking	40.00
PAR02	R00002074	9/29/2026 12:00:00 AM	Sand City Parking	40.00
CLE01	R00002075	9/30/2026 12:00:00 AM	Clearing Account	39.96
SQU01	R00002076	9/30/2026 12:00:00 AM	Square Fees	(0.55)
CLE01	R00002077	9/30/2026 12:00:00 AM	Clearing Account	(39.96)
UUT	R00002078	9/30/2026 12:00:00 AM	Utility Users Tax	0.48
UUT	R00002079	9/30/2026 12:00:00 AM	Utility Users Tax	0.34
UUT	R00002080	9/30/2026 12:00:00 AM	Utility Users Tax	356.58
UUT	R00002081	9/30/2026 12:00:00 AM	Utility Users Tax	29.45
UUT	R00002082	9/30/2026 12:00:00 AM	Utility Users Tax	264.66
UUT	R00002083	9/30/2026 12:00:00 AM	Utility Users Tax	165.38
UUT	R00002084	9/30/2026 12:00:00 AM	Utility Users Tax	3,009.98
UUT	R00002085	9/30/2026 12:00:00 AM	Utility Users Tax	19,303.47
BL01	R00002086	9/30/2026 12:00:00 AM	Business License	34,424.35
BL02	R00002086	9/30/2026 12:00:00 AM	Business License Late Charge	1,276.30
CAS90	R00002086	9/30/2026 12:00:00 AM	CASP Fee	187.20
			TOTAL	**2,175,977.95**



City of Sand City

Check Report

By Check Number

Date Range: 09/01/2026 - 09/30/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Mechanics - General-Mechanics Bank - General Pooled Cash						
AFL01	Aflac	09/02/2026	Regular	0.00	590.84	41782
CLE01	California Law Enforcement Association	09/02/2026	Regular	0.00	325.00	41783
CSD01	California State Disburse Unit	09/02/2026	Regular	0.00	269.00	41784
HUM02	Humana Insurance Company	09/02/2026	Regular	0.00	4,994.05	41785
SAN01	Sand City Police Officers & Dept. Employees Ass	09/02/2026	Regular	0.00	1,570.00	41786
SUN02	Sun Life Financial	09/02/2026	Regular	0.00	1,004.69	41787
CIT11	City of Del Rey Oaks	09/03/2026	Regular	0.00	1,458.54	41788
COM11	Comcast	09/03/2026	Regular	0.00	292.64	41789
FUS01	Fuse HVAC & Appliances Repair Monterey Inc	09/03/2026	Regular	0.00	593.00	41790
HDL02	HDL Companies, LLC.	09/03/2026	Regular	0.00	456.00	41791
LIN02	Kerry Lindstrom	09/03/2026	Regular	0.00	389.87	41792
MBP03	Monterey Bay Pest Control	09/03/2026	Regular	0.00	130.00	41793
M1W01	Monterey One Water	09/03/2026	Regular	0.00	4,065.58	41794
MRW02	Monterey Regional Waste Management District	09/03/2026	Regular	0.00	179.05	41795
NIC01	Nicholas McIlroy	09/03/2026	Regular	0.00	222.54	41796
REM01	Remon Bebawy	09/03/2026	Regular	0.00	150.00	41797
STA03	Star Sanitation, LLC	09/03/2026	Regular	0.00	813.00	41798
TRA03	TRACNet	09/03/2026	Regular	0.00	14,118.28	41799
A&R01	A & R Plumbing, Inc	09/11/2026	Regular	0.00	425.00	41800
Oli01	Alejandro Tuesta	09/11/2026	Regular	0.00	100.00	41801
ALL04	Alliant Insurance Services, Inc	09/11/2026	Regular	0.00	4,081.00	41802
ATT03	AT&T	09/11/2026	Regular	0.00	203.89	41803
ATT04	AT&T	09/11/2026	Regular	0.00	96.18	41804
ATT05	AT&T Mobility	09/11/2026	Regular	0.00	1,132.58	41805
CRA04	Audrey Cray	09/11/2026	Regular	0.00	552.92	41806
TIR01	Big Brand Tire & Service	09/11/2026	Regular	0.00	774.79	41807
CAL01	California American Water	09/11/2026	Regular	0.00	2,065.47	41808
CAL15	California Consulting, Inc	09/11/2026	Regular	0.00	9,000.00	41809
CHA04	California Highway Adoption Co.	09/11/2026	Regular	0.00	350.00	41810
MCK01	Callie McKenzie	09/11/2026	Regular	0.00	100.00	41811
CIT11	City of Del Rey Oaks	09/11/2026	Regular	0.00	270.00	41812
CIT12	City of Sand City	09/11/2026	Regular	0.00	5,000.00	41813
LAK01	Cody Lake	09/11/2026	Regular	0.00	100.00	41814
COF02	Coffee Tree	09/11/2026	Regular	0.00	100.00	41815
COM11	Comcast	09/11/2026	Regular	0.00	446.04	41816
COR05	Corodata Records Management	09/11/2026	Regular	0.00	65.20	41817
CYP04	Cypress Coast Ford	09/11/2026	Regular	0.00	1,075.43	41818
SHA03	Flex TG, LLC	09/11/2026	Regular	0.00	305.62	41819
ABB01	Frank Abbruzzetti	09/11/2026	Regular	0.00	100.00	41820
GRE01	Green Valley Landscape, Inc.	09/11/2026	Regular	0.00	2,370.00	41821
HOM01	Home Depot Credit Service	09/11/2026	Regular	0.00	135.47	41822
HOP01	Hope Services	09/11/2026	Regular	0.00	13,625.84	41823
IND01	India Gourmet	09/11/2026	Regular	0.00	100.00	41824
FOU02	Justin Foust	09/11/2026	Regular	0.00	100.00	41825
ASL01	Kashka Singh	09/11/2026	Regular	0.00	100.00	41826
TAE02	Kate Appel	09/11/2026	Regular	0.00	100.00	41827
SCU02	Kim Scudder	09/11/2026	Regular	0.00	212.00	41828
LAP01	La Papa Pd, Inc.	09/11/2026	Regular	0.00	100.00	41829
MOR07	Laura Morales	09/11/2026	Regular	0.00	118.00	41830
AND01	Linda Amoruso	09/11/2026	Regular	0.00	150.00	41831
AGH01	Mahir Agha-Decker	09/11/2026	Regular	0.00	1,200.00	41832
MBC02	Maria Bertilia Mojica	09/11/2026	Regular	0.00	100.00	41833
DIA01	Marilee Diaz	09/11/2026	Regular	0.00	212.00	41834
ACA01	Michael Cruz	09/11/2026	Regular	0.00	100.00	41835

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
MOU01	Michael Mount	09/11/2026	Regular	0.00	118.00	41836
ADA01	Michelle Adams	09/11/2026	Regular	0.00	212.00	41837
BIG04	Mina Samaan	09/11/2026	Regular	0.00	100.00	41838
MOB02	Mobile Modular	09/11/2026	Regular	0.00	610.41	41839
WAT02	Monica Lira	09/11/2026	Regular	0.00	100.00	41840
MBT01	Monterey Bay Technologies, Inc.	09/11/2026	Regular	0.00	6,100.00	41841
MCW01	Monterey County Weekly	09/11/2026	Regular	0.00	1,540.25	41842
MFE01	Monterey Fire Extinguisher Co.	09/11/2026	Regular	0.00	1,493.20	41843
MRW02	Monterey Regional Waste Management District	09/11/2026	Regular	0.00	21,460.31	41844
MRW02	Monterey Regional Waste Management District	09/11/2026	Regular	0.00	212.50	41845
MOT03	Motorola Solutions, Inc.	09/11/2026	Regular	0.00	11,327.04	41846
MME01	Municipal Maintenance Equipment	09/11/2026	Regular	0.00	3,009.82	41847
NDM01	Nadja De Maeseneer	09/11/2026	Regular	0.00	888.66	41848
NDM01	Nadja De Maeseneer	09/11/2026	Regular	0.00	5,000.00	41849
NDM01	Nadja De Maeseneer	09/11/2026	Regular	0.00	250.00	41850
NDM01	Nadja De Maeseneer	09/11/2026	Regular	0.00	3,837.03	41851
NAP01	Napa Auto Parts	09/11/2026	Regular	0.00	421.47	41852
NAF01	National Auto Fleet Group	09/11/2026	Regular	0.00	55,636.62	41853
PET01	Petty Cash	09/11/2026	Regular	0.00	142.54	41854
PRI01	Primo Brands	09/11/2026	Regular	0.00	157.32	41855
PUB01	Public Storage	09/11/2026	Regular	0.00	546.00	41856
REN01	Rental Depot	09/11/2026	Regular	0.00	1,259.00	41857
SVP01	Salinas Valley Pro Squad	09/11/2026	Regular	0.00	687.93	41858
SDU01	San Diego State University Foundation	09/11/2026	Regular	0.00	686.08	41859
SEA01	Seatec Underground Utilities, Inc	09/11/2026	Regular	0.00	11,809.00	41860
SIL01	Silvestri Vineyards	09/11/2026	Regular	0.00	100.00	41861
STU02	Sturdy Oil Company	09/11/2026	Regular	0.00	2,931.81	41862
TBB01	Tacos by the Bay	09/11/2026	Regular	0.00	100.00	41863
TIF01	Tiffany Jackson	09/11/2026	Regular	0.00	100.00	41864
VER02	Veritone, Inc.	09/11/2026	Regular	0.00	1,000.00	41865
VES01	Vestis	09/11/2026	Regular	0.00	617.39	41866
WHI01	Whitson Engineers	09/11/2026	Regular	0.00	2,196.00	41867
CCC01	Youa Chang	09/11/2026	Regular	0.00	100.00	41868
ZUM01	Zumar Industries, Inc.	09/11/2026	Regular	0.00	1,043.42	41869
AMA01	Amazon Capital Services, Inc	09/15/2026	Regular	0.00	1,864.14	41870
MON10	County of Monterey- Department of Emergency	09/15/2026	Regular	0.00	15,141.00	41871
BUS05	Jeff Bushnell	09/15/2026	Regular	0.00	224.14	41872
USB01	US Bank Corp Payment Systems	09/15/2026	Regular	0.00	10,641.98	41873
4LE01	4Leaf, Inc.	09/25/2026	Regular	0.00	5,687.93	41874
ATT03	AT&T	09/25/2026	Regular	0.00	203.89	41875
ATT05	AT&T Mobility	09/25/2026	Regular	0.00	1,176.77	41876
CHA04	California Highway Adoption Co.	09/25/2026	Regular	0.00	350.00	41877
SEA03	City of Seaside	09/25/2026	Regular	0.00	3,318.02	41878
COM11	Comcast	09/25/2026	Regular	0.00	537.03	41879
COR04	Corodata Shredding, Inc	09/25/2026	Regular	0.00	166.47	41880
ELE01	Elevate 831 LLC	09/25/2026	Regular	0.00	2,193.19	41881
EMC02	EMC Planning Group, Inc.	09/25/2026	Regular	0.00	135,525.64	41882
SHA03	Flex TG, LLC	09/25/2026	Regular	0.00	436.89	41883
MEY01	Meyers Nave, Corporation	09/25/2026	Regular	0.00	16,140.87	41884
MCW01	Monterey County Weekly	09/25/2026	Regular	0.00	118.50	41885
NDM01	Nadja De Maeseneer	09/25/2026	Regular	0.00	3,105.60	41886
NAP01	Napa Auto Parts	09/25/2026	Regular	0.00	286.04	41887
NAF01	National Auto Fleet Group	09/25/2026	Regular	0.00	45,790.98	41888
PGE01	Pacific Gas & Electric	09/25/2026	Regular	0.00	4,357.26	41889
PET01	Petty Cash	09/25/2026	Regular	0.00	127.41	41890
PBC01	Pitney Bowes Global Financial Services LLC	09/25/2026	Regular	0.00	581.43	41891
PRI01	Primo Brands	09/25/2026	Regular	0.00	227.68	41892
PUB01	Public Storage	09/25/2026	Regular	0.00	701.25	41893
STU02	Sturdy Oil Company	09/25/2026	Regular	0.00	1,504.69	41894
USB01	US Bank Corp Payment Systems	09/25/2026	Regular	0.00	9,639.99	41895
WHI01	Whitson Engineers	09/25/2026	Regular	0.00	1,636.00	41896

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
PERSRETIREMENT	CalPERS Retirement	09/30/2026	Bank Draft	0.00	1,791.26	DFT0000410
PERSRETIREMENT	CalPERS Retirement	09/30/2026	Bank Draft	0.00	2,068.47	DFT0000411
PERSRETIREMENT	CalPERS Retirement	09/30/2026	Bank Draft	0.00	2,116.50	DFT0000412
PERSRETIREMENT	CalPERS Retirement	09/30/2026	Bank Draft	0.00	9,262.01	DFT0000413
PERSRETIREMENT	CalPERS Retirement	09/30/2026	Bank Draft	0.00	9,369.79	DFT0000414
PERSRETIREMENT	CalPERS Retirement	09/30/2026	Bank Draft	0.00	7,163.91	DFT0000415
PERSRETIREMENT	CalPERS Retirement	09/30/2026	Bank Draft	0.00	826.42	DFT0000416
PERSRETIREMENT	CalPERS Retirement	09/30/2026	Bank Draft	0.00	3,992.62	DFT0000417
PERSRETIREMENT	CalPERS Retirement	09/30/2026	Bank Draft	0.00	12,159.12	DFT0000418
PERSRETIREMENT	CalPERS Retirement	09/30/2026	Bank Draft	0.00	5,948.23	DFT0000419
PERSRETIREMENT	CalPERS Retirement	09/30/2026	Bank Draft	0.00	3,046.24	DFT0000420
PERSRETIREMENT	CalPERS Retirement	09/30/2026	Bank Draft	0.00	10,725.75	DFT0000421
PERSRETIREMENT	CalPERS Retirement	09/30/2026	Bank Draft	0.00	46.00	DFT0000422
PERSHEALTH	CalPERS Health	09/30/2026	Bank Draft	0.00	43,654.75	DFT0000423
CAL16	Calpers 457 Plan	09/30/2026	Bank Draft	0.00	25,298.77	DFT0000424
EDD001	Employment Development Dept	09/30/2026	Bank Draft	0.00	18,432.44	DFT0000425
EFTPS	Electronic Federal Tax Payment System	09/30/2026	Bank Draft	0.00	46,366.59	DFT0000426

Bank Code Mechanics - General Summary

Payment Type	Payable Count	Discount	Payment
Regular Checks	173	0.00	474,168.10
Manual Checks	0	0.00	0.00
Voided Checks	0	0.00	0.00
Bank Drafts	17	0.00	202,268.87
EFT's	0	0.00	0.00
	190	**0.00**	**676,436.97**

City of Sand City Successor Agency

Revenue Report

By Transaction Code

Date Range: 9/1/2026 - 9/30/2026

Transaction Code	Account	Receipt Date	Transaction Description	Applied Amount
INT01	40-4410-801	9/30/2026	Bank Interest	4,399.54
			Total Cash Receipts	**4,399.54**

City of Sand City
Summary of Cash & Investments
As of September 30, 2026

City of Sand City Accounts

Cash	**Balance**	**Interest**	**CD Length**	
Sand City Checking	$1,984,146.50	0.01	N/A	
Public Money Market	$4,829,595.74	4.02	N/A	
N of Playa Edgewater Habitat	$110,027.33	0.01	N/A	Restricted
Public Money Market - Housing	$152,197.63	4.02	N/A	Restricted
Investments				
Sand City LAIF	$14,906,645.60	3.91	N/A	
TVI - California CR	$249,000.00	3.74	1 Year	
TVI - American Express	$245,000.00	4.05	2 Year	
TVI - Toyota Fin	$249,000.00	3.75	1 Year	
TVI - Morgan Stanley	$245,000.00	4.1	2 Year	
TVI - Synchrony	$245,000.00	4.05	3 Year	
TVI - Goldmman Sachs	$245,000.00	3.65	3 Year	
TOTAL CITY OF SAND CITY	**$23,460,612.80**			

Successor Agency Accounts

Cash	**Balance**	**Interest**	**CD Length**	
Successor Agency Tax Increment - MM	$1,357,634.86	4.02	N/A	
Successor Agency King Ventures	$1,236,384.64	4.02	N/A	Restricted
TOTAL SUCCESSOR AGENCY	**$2,594,019.50**			
TOTAL CASH and INVESTMENTS	**$26,054,632.30**			

AGENDA ITEM
9A.

Approve a Resolution Approving an Architectural and Engineering Agreement with Whitson and Associates, Inc. DBA Whitson Engineers for Final Design of the Sand City Multi-Use Trail Project, Federal Project No. 5366(002), in an Amount not to Exceed $920,899.34, and Authorizing the City Manager to Execute the Agreement

City of Sand City
STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Vibeke Norgaard, City Manager and Nick McIlroy, AICP, Planning Manager

SUBJECT: Resolution Approving an Architectural and Engineering Agreement with Whitson Engineers for Final Design of the Sand City Multi-Use Trail Project, in an Amount Not to Exceed $920,899.34

DATE: October 20, 2026

BACKGROUND

The Sand City Multi-Use Trail Project will close the final gap in the Monterey Bay Coastal Recreation Trail through Sand City and part of Seaside, along the TAMC right of way. The project is at 30% design. This agreement covers final design: plans, specifications, and estimate (PS&E), NEPA support, community outreach, and bid-phase support, taking the project from 30% to 100% design and finalize it for construction bidding.

Because the project uses federal funds, the consultant was selected and the contract was negotiated under the Caltrans Local Assistance Procedures Manual (LAPM), Chapter 10. That process requires selection based on qualifications first, with price negotiated only after the top-ranked firm is chosen.

DISCUSSION

Consultant Selection

The City first advertised the work through a Request for Proposals and received a single proposal, at $1,898,599. The City did not award that proposal and re-solicited the work through a qualifications-based Request for Qualifications (RFQ). By the July 6, 2026 deadline, the City received statements of qualifications from four firms: Whitson Engineers, GHD, Harris & Associates, and Kimley-Horn. A four-member evaluation panel scored each submittal on team qualifications and experience, project understanding and technical knowledge, scope of work and methodology, schedule and delivery capacity, and references. All four firms were well qualified. Whitson received the highest combined panel score and, following an interview on July 16, 2026, was ranked first. The City notified Whitson of its selection on July 27, 2026, began scoping and negotiations, and has notified the other three firms of the results.

Contract Negotiation and Price

Before receiving any cost information from Whitson, staff prepared an Independent Cost Estimate (ICE) using the Caltrans worksheet with totals of $1,268,391. Staff then held a scoping meeting with Whitson and its key subconsultants on August 21, 2026, to confirm tasks and deliverables. During scoping, the SR 218 intersection work and right-of-way and utility support were kept as separately priced optional tasks, and three environmental reports were removed from the subconsultant scope because they are already prepared. Whitson then submitted detailed Caltrans cost proposals for itself and each subconsultant, showing hours, hourly rates, overhead rates, and profit.

Staff reviewed the proposals line by line and determined the price is fair and reasonable. The negotiated amount is 27% below the ICE, 40% below the design budget in the project's grant estimate, and 51% below the single proposal received under the earlier RFP. Total direct labor is within 1% of the ICE. The savings come from Whitson's lower overhead rates and a 10% fixed fee, which is below the 13% calculated with the Caltrans method. Staff documented this in a negotiation memo to Caltrans, which was the final step Caltrans required before Council approval.

Contract component	Total cost	Fixed fee (included)
Base scope (Whitson and five subconsultants)	$676,253.46	$59,923.73
Optional Task 5: SR 218 intersection improvements	$208,958.61	$18,849.36
Optional Task 8: Right of way and utilities	$35,687.27	$3,244.30
Not-to-exceed total	**$920,899.34**	**$82,017.39**

The agreement is cost-plus-fixed-fee. The City pays only actual, allowable costs at the approved rates plus the fixed fee, and total payments cannot exceed $920,899.34. The term is 24 months, which allows time for Caltrans permitting if the SR 218 intersection work proceeds.

Why The Panel Selected Whitson

Whitson leads a local team that is familiar with this corridor. Whitson, BFS Landscape Architects, Denise Duffy & Associates, and Aurum Consulting Engineers are all based in Monterey, and Earth Systems is in Salinas. The team has delivered nearby trail and transportation work, including the Monterey Bay Coastal Recreation Trail improvements at Presidio Curve in Monterey, the Carmel Hill and River bike trail for TAMC, projects for the City of Seaside, and work on FORTAG and the MST SURF! busway. BFS also worked on the project's prior 30% design, which carries that work forward and avoids re-learning the site. The team already works regularly with TAMC, the City of Seaside, and Caltrans District 5, the agencies whose reviews and agreements this project depends on. That local knowledge and those existing relationships should improve the

design and shorten review times. Whitson's schedule completes design within the 12 months the City anticipated, with added time only if the SR 218 work is included.

ENVIRONMENTAL REVIEW

Approving a professional services agreement for design is an administrative activity and not a "project" under the California Environmental Quality Act (CEQA Guidelines Section 15378(b)(5)). Environmental review of the trail itself is being handled separately, including the NEPA Categorical Exclusion through Caltrans.

FISCAL IMPACT

The agreement will be fully funded with AMBAG grant funds administered through Caltrans Division of Local Assistance under Federal Project No. 5366(002), up to the not-to-exceed amount of $920,899.34.

The project is included in the City's Capital Improvement Program (CIP) in the current and next fiscal years:

- FY 26/27 (ending June 30, 2027): $674,000 in AMBAG grant funds, which is also included in the adopted FY 26/27 budget
- FY 27/28 (beginning July 1, 2027): $988,325 in AMBAG grant funds which will be brought to Council for consideration during the 27/28 budget process

Because the agreement has a 24-month term, contract costs will be paid across both fiscal years from these budgeted grant funds.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution:

1. Approving an Architectural and Engineering (A&E) Agreement with Whitson and Associates, Inc. dba Whitson Engineers (Whitson) for final design of the Sand City Multi-Use Trail Project, including optional Task 5 (SR 218 intersection improvements) and optional Task 8 (right of way and utilities), in an amount not to exceed $920,899.34; and
2. Authorizing the City Manager to execute the agreement in substantially the same form as the attached.

ATTACHMENTS

1. Resolution
2. A&E Agreement with Whitson Engineers (Exhibit 10-R), with Attachments A through C
3. Negotiation and Fair and Reasonable Price Memo to Caltrans

CITY OF SAND CITY
RESOLUTION SC 26-___, 2026

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY APPROVING AN ARCHITECTURAL AND ENGINEERING AGREEMENT WITH WHITSON AND ASSOCIATES, INC. DBA WHITSON ENGINEERS FOR FINAL DESIGN OF THE SAND CITY MULTI-USE TRAIL PROJECT, FEDERAL PROJECT NO. 5366(002), IN AN AMOUNT NOT TO EXCEED $920,899.34, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the Sand City Multi-Use Trail Project will close the final gap in the Monterey Bay Coastal Recreation Trail through the City of Sand City and a portion of the City of Seaside, along the Transportation Agency for Monterey County right of way; and

WHEREAS, the project is funded with AMBAG grant funds administered through the California Department of Transportation (Caltrans) Division of Local Assistance under Federal Project No. 5366(002), and consultant selection and contracting must follow Chapter 10 of the Caltrans Local Assistance Procedures Manual; and

WHEREAS, the City issued a Request for Qualifications for final design services and received statements of qualifications from four firms by July 6, 2026; and

WHEREAS, an evaluation panel reviewed and scored the submittals and interviewed the top-ranked firm, and Whitson and Associates, Inc. dba Whitson Engineers (Whitson) was ranked as the most qualified firm; and

WHEREAS, the City prepared an Independent Cost Estimate before receiving any cost information from Whitson, negotiated the scope of work with Whitson and its subconsultants, and reviewed Whitson's detailed cost proposals; and

WHEREAS, the City has determined that the negotiated not-to-exceed amount of $920,899.34, which includes a fixed fee of $82,017.39, optional Task 5 (SR 218 intersection improvements), and optional Task 8 (right of way and utilities), is fair and reasonable, and has documented this determination to Caltrans; and

WHEREAS, approval of this agreement for design services is an administrative activity and is not a project under the California Environmental Quality Act (CEQA Guidelines Section 15378(b)(5)).

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

Section 1. The above recitals are true and correct and are incorporated into this resolution.

Section 2. The City Council approves the Architectural and Engineering Agreement with Whitson and Associates, Inc. dba Whitson Engineers for final design of the Sand City Multi-Use Trail Project, including optional Tasks 5 and 8, in an amount not to exceed $920,899.34, substantially in the form attached as Exhibit A.

Section 3. The City Council authorizes the City Manager to execute the agreement on behalf of the City in substantially the same form as that attached to this resolution.

Section 4. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Sand City this 20th day of October 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

_____
Kerry Lindstrom, City Clerk

Exhibit A: A&E Agreement with Whitson Engineers

Contract Agreement No. _____
City of Sand City A&E Contract Agreement for
Federal Project No. 5366(002) – Sand City Multi-Use Trail Project

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Attachments:

A: Scope of Services/Consultant's Proposal
B: Cost Proposals and Rate Sheet
C: Insurance Requirements

ARTICLE I INTRODUCTION

A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:
Whitson and Associates, Inc.
dba Whitson Engineers

Incorporated in the State of California
The Project Manager for the "CONSULTANT" will be
Nathaniel Milam, PE
The name of the "LOCAL AGENCY" is as follows:
City of Sand City

The Contract Administrator for LOCAL AGENCY will be the City Manager or their designee

B. The work to be performed under this AGREEMENT is described in the approved CONSULTANT's Scope of Services detailed in Attachment A and the approved CONSULTANT's Cost Proposal dated September 8, 2026 (base scope) and August 12, 2026 (Optional Tasks 5 and 8). The approved CONSULTANT's Cost Proposal and Rate Sheet are attached hereto (Attachment B) and incorporated by reference. If there is any conflict between the approved Cost Proposal and Rate Sheet and this AGREEMENT, this AGREEMENT shall take precedence.

C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.

D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of LOCAL AGENCY.

E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.

F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY

harmless from any and all claims that may be made against LOCAL AGNECY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from LOCAL AGENCY under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.

H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.

I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

ARTICLE III STATEMENT OF WORK

The statement of work is detailed in Attachment A: Scope of Services dated July 6, 2026.

ARTICLE IV PERFORMANCE PERIOD

A. This AGREEMENT shall go into effect on (DATE), contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end twenty-four (24) months after the effective date, unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee

benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of $82,017.39. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.

G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.

H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

City of Sand City
Attn: Vibeke Norgaard, City Manager
1 Pendergrass Way, Sand City, CA 93955

I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed **$920,899.34.**

J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

ARTICLE VI TERMINATION

A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by LOCAL AGENCY by virtue of any breach of this AGREEMENT by CONSULTANT, and LOCAL AGENCY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due LOCAL AGENCY from CONSULTANT is determined.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for FederalAwards.

C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.

D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the

performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursedcosts.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

   Accepted rates will be as follows:

   a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

   b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

   c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report withinthree (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA auditedICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants andof persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.

B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

D. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

E. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal.

The CONSULTANT must submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

F. Prompt Payment of Withheld Funds to Subconsultants

No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.

2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the

Department of Industrial Relations website at http://www.dir.ca.gov.

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

    a. The information contained in the payroll record is true and correct.

    b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

    a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

    b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

    c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a

penalty to LOCAL AGENCY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the CONSULTANT of the project is not liable for the penalties described above unless the CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the CONSULTANT fails to comply with all of the following requirements:

    a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

    b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

    c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

    d. Prior to making final payment to the Subconsultant for work performed on the public works

project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.

B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop

subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars ($100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR §11102.

B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.

E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the pastthree (3) years.

B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government excluded parties (https://sam.gov/content/home) maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE)

CONSULTANT, or subconsultants shall take necessary and reasonable steps to ensure that DBE's have opportunities to participate in the contract (49 CFR 26).

In accordance with 49 CFR 26.13(b):

CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Disqualifying CONSULTANT from future proposing as non-responsible

ARTICLE XIX INSURANCE

A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars ($1,000,000) per occurrence.

B. The Certificate of Insurance will provide the following, and CONSULTANT shall also maintain the insurance coverage set forth in **Attachment C**, Insurance Requirements:

1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to LOCAL AGENCY.
2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.

C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

ARTICLE XX FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.

C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been

employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five
(45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and City Manager, who may consider written or verbal information submitted by CONSULTANT.

B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of thisAGREEMENT.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXVI OWNERSHIP OF DATA

A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of LOCAL AGENCY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, LOCAL AGENCY shall be entitled to, and CONSULTANT shall deliver to LOCAL AGENCY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to LOCAL AGENCY which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by LOCAL AGENCY.

B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of LOCAL AGENCY without restriction or limitation upon its use or dissemination byCity.

C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by LOCAL AGENCY for another project or project location shall be at LOCALAGENCY's sole risk.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal- aid contracts).

E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR

A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of LOCAL AGENCY or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, LOCAL AGENCY has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, LOCAL AGENCY's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXII TITLE VI ASSURANCES

APPENDICES A - E of the TITLE VI ASSURANCES

The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. In addition, the consultant must include the Title VI Assurances Appendices A and E in all subcontracts to perform work under the contract.

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made apart of this agreement.

b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate onthe grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall imposesuch agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limitedto:

   i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

   ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B INTENTIONALLY OMITTED

APPENDIX C INTENTIONALLY OMITTED

APPENDIX D INTENTIONALLY OMITTED

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, placesof public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 etseq).

ARTICLE XXXIII SUPPLEMENTAL LOCAL TERMS

The following provisions are supplemental to and incorporated into this AGREEMENT between the City of Sand City, a California municipal corporation, hereinafter referred to as LOCAL AGENCY, and CONSULTANT. In the event of any conflict between these Supplemental Local Terms and the federal or state requirements contained elsewhere in this AGREEMENT, the federal or state requirements shall control.

A. Governing Law and Venue

This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California. Venue for any action arising out of or related to this AGREEMENT shall be in the Superior Court of the State of California, County of Monterey.

B. Mediation

Prior to initiating litigation, the parties agree to participate in good faith in non binding mediation. The mediator shall be mutually agreed upon by the parties. Each party shall bear its own costs of mediation and shall share equally in the cost of the mediator.

C. Business License

CONSULTANT shall maintain a valid City of Sand City business license, if required by the Sand City Municipal Code, for the duration of this AGREEMENT.

D. Invoicing Requirements

In addition to the requirements set forth elsewhere in this AGREEMENT, CONSULTANT invoices shall:

1. Reference the AGREEMENT number and task order number, if applicable.
2. Identify the billing period covered.
3. Itemize labor hours by classification and task.
4. Include supporting documentation as required by LOCAL AGENCY to substantiate costs.

Invoices shall be submitted to the LOCAL AGENCY Contract Administrator or designee.

E. Professional Liability Insurance

In addition to the insurance requirements set forth in this AGREEMENT, CONSULTANT shall maintain professional liability insurance in an amount not less than one million dollars per claim and in the aggregate. Coverage shall be maintained for a period of not less than three years following completion of services under this AGREEMENT.

F. Independent Contractor

CONSULTANT is and shall at all times remain an independent contractor. LOCAL AGENCY shall have no right of control over the manner in which CONSULTANT performs the services, except as expressly set forth in this AGREEMENT.

G. Assignment

CONSULTANT shall not assign, transfer, or subcontract this AGREEMENT or any portion thereof without prior written approval of the LOCAL AGENCY Contract Administrator, except as otherwise permitted under applicable federal and state regulations.

H. Authority to Execute

The individual signing this AGREEMENT on behalf of CONSULTANT represents and warrants that he or she is duly authorized to execute and bind CONSULTANT to the terms and conditions of this AGREEMENT.

I. Public Records

CONSULTANT acknowledges that LOCAL AGENCY is subject to the California Public Records Act. All documents submitted by CONSULTANT in connection with this AGREEMENT may be subject to public disclosure unless exempt by law.

ARTICLE XXXIV NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

Whitson and Associates, Inc. dba Whitson Engineers

Nathaniel Milam, PE, Project Manager

6 Harris Court, Monterey, CA 93940

LOCAL AGENCY:

City of Sand City

Vibeke Norgaard, Contract Administrator

1 Pendergrass Way, Sand City, CA 93955

ARTICLE XXXV CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXVI SIGNATURES

CONSULTANT

By:_____
(Signature)

_____
(Typed Name)

_____
(Title)

Date:_____

CITY OF SAND CITY

_____
Vibeke Norgaard, City Manager

Date:_____

ATTEST:

_____
Kerry Lindstrom, City Clerk

_____
Audrey Cray, Risk Manager

APPROVED AS TO FORM:

By: _____
Adam Lindgren, City Attorney

Attachments: Attachment A Scope of Services / Consultant's Proposal
Attachment B Cost Proposals and Rate Sheet
Attachment C Insurance Requirements

ATTACHMENT A

SCOPE OF SERVICES/CONSULTANT'S PROPOSAL

(On a Separate Sheet)

Attachment A

Whitson ENGINEERS

Civil Engineering + Land Surveying
6 Harris Court, Monterey, CA 93940 | 831.649.5225
whitsonengineers.com

Nicholas McIlroy, AICP, Planning Manager
CITY OF SAND CITY
1 Pendergrass Way
Sand City, California 93955

#4927.00
Due July 6, 2026, 5:00 p.m.

Via email: nmcilroy@sandcityca.org

Re: Sand City Multi-Use Trail – Final Design
Proposal for Architectural and Engineering Services

Dear Mr. McIlroy,

Thank you for allowing us to submit this proposal for the Sand City Multi-Use Bike Trail Final Design project. We are excited by the opportunity to partner with the City in advancing this project to close a critical gap in the Monterey Bay Coastal Recreation Trail.

We are proud to work with a collaborative and long-standing team of local Architectural and Engineering consultants. All of our team members have decades of shared experience delivering projects together. Whitson Engineers' and BFS Landscape Architects' shared local experience includes various trail and park amenities projects at Laguna Grande Regional Park (including ongoing work for the Laguna Grande Trail and Vegetation Maintenance Plan); Ensen Community Park & Carr Lake Restoration in Salinas; various projects along the Recreation Trail in Monterey; and Lincoln-Cunningham Park in Seaside. We take pride in creating projects that enhance our community spaces, integrate landscaping and public amenities, and provide access opportunities for all users.

Thank you for your consideration. We appreciate the opportunity to support Sand City and we look forward to the possibility of working together.

Sincerely,

Whitson and Associates, Inc.
dba Whitson Engineers

Richard P. Weber, PE, LS
Principal
RCE 55219, PLS 8002

Nathaniel Milam, PE, QSD
Senior Civil Engineer
RCE 76451, QSD 00309

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Detailed Subconsultant Work Plans..... Appendix

BFS Landscape Architects

Denise Duffy & Associates

Earth Systems

Hexagon Transportation Consultants

Fee Proposal
In accordance with the RFQ, our fee proposal is not included in this package.

TEAM QUALIFICATIONS

Whitson Engineers is proud to present this Statement of Qualifications with the consultant team below. We enjoy an enduring and collaborative working relationship with our entire consultant team, and because we are local to the Monterey area, we are used to working closely and collaboratively with local public agency staff to deliver high-quality, cost-effective, context-sensitive projects.

Our consultant team is composed of:

Whitson Engineers
Monterey, CA
Whitson Engineers will serve as the prime consultant, project manager, and will provide civil engineering and land surveying services for the project. Whitson Engineers will also be the primary point of contact for coordination with the City of Seaside, TAMC, and Caltrans Local Assistance.

BFS Landscape Architects
Monterey, CA
BFS will provide landscape architecture and public outreach support services for the project, and will provide continuity for the project team from the prior 30% design effort.

Denise Duffy & Associates
Monterey, CA
DD&A will provide environmental and permitting services for the project, including preparing the Biological Resources Report, Area of Potential Effects Map, Archaeological Survey Report, Hazardous Waste Technical Memorandum, and Environmental Commitment Record for Caltrans NEPA clearance.

Earth Systems
Salinas, CA
Earth Systems will provide geotechnical engineering services for the project, and will perform geotechnical investigation, testing and analysis, and will prepare the project's geotechnical report.

Hexagon Transportation Consultants
San Jose, CA
Hexagon will provide traffic signal design services for the project in the event work at the intersection of Del Monte Boulevard and State Route 218 is included in the project.

Aurum Consulting Engineers
Monterey, CA
Aurum will provide electrical engineering and lighting design services for the project and coordination with PG&E.

Organization Chart





MONTEREY BAY SANCTUARY SCENIC TRAIL
PRESIDIO CURVE IMPROVEMENTS

Whitson Engineers provided project management, surveying and civil engineering services for improvements to a 700-foot-long section of the Recreation Trail along Presidio Curve at Monterey Harbor. The project widened the facility to provide two 6-foot wide Class 1 concrete bike lanes and a 4-foot decomposed granite walking path and included a 12-foot high simulated rock retaining wall, storm drain improvements, traffic handling, trail lighting and landscaping.

Whitson Engineers worked closely with city staff to ensure the project met the project's goals, budget, and schedule. The result is a landmark facility enjoyed by hundreds of thousands of people per year.

LOCATION:
- Monterey, CA

SPECIALTY AREA:
- Recreation/Trails

PROJECT SERVICES:
- Project Management
- Civil Engineering
- Land Surveying

KEY PERSONNEL:
- Richard Weber
- Chuck Pugh

CLIENT:
- City of Monterey

CONTACT:
- Richard Deal
  (formerly the Traffic Engineer for the City of Monterey)
  (831) 915-4199
  richh20polo@gmail.com



CARMEL HILL & RIVER BIKE TRAIL

Whitson Engineers provided full project management, environmental, engineering, and land surveying services for a 2-mile-long multi-use trail. This project provides an alternative to riding on Highway 1 from Rio Road to Ocean Avenue and Carmel High School. Professional services included: project management, preparation of preliminary plans and estimate for three project alternatives, a type selection report for a pedestrian bridge over Carmel River and pedestrian undercrossing at Carmel Valley Road, preparation of an Environmental Impact Report, public outreach, Caltrans Encroachment Permit, and development of final construction documents (PS&E) for a 0.7-mile-long multi-use trail, including a pedestrian undercrossing at Carmel Valley Road. An unpaved trail continues 1.5 miles from the undercrossing at Carmel Valley Road through scenic Hatton Canyon to Canyon Drive.

In addition, Whitson Engineers worked closely with environmental consultants in developing project alternatives, impact avoidance and mitigation measures as well as habitat restoration, which included one-half acre of new riparian habitat.

LOCATION:
- Carmel Valley, CA

SPECIALTY AREA:
- Recreation/Trails

PROJECT SERVICES:
- Project Management
- Civil Engineering
- Land Surveying
- Construction Support

KEY PERSONNEL:
- Richard Weber
- Nathaniel Milam
- Chuck Pugh

CLIENT:
- Transportation Agency for Monterey County (TAMC)

CONTACT:
- Todd Muck
  Executive Director
  TAMC
  (831) 775-4407
  todd@tamcmonterey.org



ENSEN COMMUNITY PARK & CARR LAKE RESTORATION

Whitson Engineers, as a subconsultant to BFS Landscape Architects and Balance Hydrologics, provided land surveying and civil engineering design services for development of a 6-acre city park and restoration of approximately 70 acres of floodplain. The City Park portion of the project included a playground, basketball court, skate park, dog park, picnic and BBQ areas, walking paths, shade structures, public restrooms, parking and utilities. The Restoration portion of the project entailed re-grading approximately 65 acres of agricultural lands to return the Carr Lake area to wetland, riparian and native grassland habitats. An extensive public trail network was also developed through the restoration area.

LOCATION:
- Salinas, CA

SPECIALTY AREA:
- Parks
- Restoration

PROJECT SERVICES:
- Land Surveying
- Civil Engineering

KEY PERSONNEL:
- Richard Weber
- Nathaniel Milam
- Chuck Pugh

CLIENT:
- Big Sur Land Trust
  509 Hartnell St
  Monterey, CA 93940
  (subcontract through BFS Landscape Architects and Balance Hydrologics)

CONTACT:
- Beth Febus
  Conservation Projects Manager
  (831) 625-5523
  bfebus@bigsurlandtrust.org

DATE OF SERVICES:
- 2019 – 2026

CONSTRUCTION CONTRACTOR:
- Bothman (City Park)
- River Partners (Restoration)

CONSTRUCTION COST:
- $15MM (City Park)
- $17MM (Restoration)

PROJECT SIZE:
- 70 acres



LINCOLN-CUNNINGHAM PARK MASTER PLAN AND PHASE 1 ARTERIAL TRAIL PROJECT

Whitson Engineers, in collaboration with BFS Landscape Architects, Earth Systems and Aurum Consulting Engineers, provided public outreach, planning and design services for redevelopment of this historic 2.9-acre city park. Services included park master planning, preliminary cost estimating, and public outreach; aerial and supplemental ground surveying; geotechnical investigation and engineering; civil and electrical engineering; landscape design; and design support during construction. The implemented Phase 1 park improvements included new multi-use paths, a 5-to-12-year-old play area, a central plaza with shade structure, BBQ pits and seating, a basketball court, various bioretention ponds, site and public utility improvements, and frontage improvements including new on-street accessible parking. Future planned improvements include a public restroom building, a 2-to-5-year-old play area and an Adult Fitness Area.



LOCATION:
- Seaside, CA

SPECIALTY AREA:
- Parks

PROJECT SERVICES:
- Land Surveying
- Civil Engineering
- Landscape Architecture
- Geotechnical Engineering
- Electrical Engineering
- Cost Estimating

KEY PERSONNEL:
- Richard Weber
- Nathaniel Milam
- Chuck Pugh

CLIENT:
- City of Seaside
  440 Harcourt Ave
  Seaside, CA 93955

CONTACTS:
- Andreas Baer
  Assistant PW Director
  (831) 899-6886
  abaer@ci.seaside.ca.us

DATE OF SERVICES:
- 2023 – 2026

CONSTRUCTION CONTRACTOR:
- Monterey Peninsula Engineering

CONSTRUCTION COST:
- $2MM

PROJECT SIZE:
- 2.5 acres

Whitson ENGINEERS

Whitson Engineers

Civil Engineering & Land Surveying | Monterey, CA

Whitson Engineers is a full-service civil engineering and land surveying firm in Monterey, California. We specialize in delivering expert services to local governmental agencies, public utilities, and institutions throughout the Monterey Bay region. Our office is conveniently located in the Ryan Ranch office park in Monterey, and all projects are managed and executed by our dedicated team of over 30 local professionals.

We also have experience delivering projects through Caltrans District 5 and have completed projects on State Routes 1, 68, 101 and 218 in Monterey County.

Civil Engineering Services

Our engineering team has extensive experience supporting public infrastructure projects from concept through construction. Our services include:

Project Development & Planning

- Project scoping, preliminary plans, and budget development
- Feasibility studies, alternatives analysis, and cost-benefit evaluations
- Site planning for grading, drainage, utilities, parking, and accessibility

Design & Construction Documents

- Preparation of Plans, Specifications, and Cost Estimate (PS&E)
- Utility planning, utility investigations, utility mapping, and utility relocation design
- Storm drain system design: storm drain pipes, manholes, inlets, trash capture devices, retention/detention basins, bioretention planters, tree box biofilters, underground infiltration systems, and maintenance projects including cleaning and restoration of storm drains and basins

Stormwater Management

- Stormwater Control Plans (SWCPs) under our local Post-Construction Requirements and using the MRSWMP and City templates
- Erosion and Sediment Control Plans and SWPPPs
- Construction BMPs and post-construction Stormwater Control Measure (SCM) inspections
- Pavement conditions assessments and pavement rehabilitation designs
- Storm drain and sanitary sewer collection systems designs

Agency Coordination

- Developing Caltrans-specific documentation including Caltrans-format PS&E, Caltrans Project Reports, design exception documents, storm water documents, right of way acquisition support, and utility relocation coordination.

Municipal Engineering and Land Surveying Support

Whitson Engineers also supports cities, counties, and special districts with a variety of municipal services:

- Review of development applications and environmental impact reports for compliance with state and local NPDES permits, including the state's Construction General Permit, the City's MS4 Permit, and our Region 3 Post-Construction Requirements
- Review of applications for lot splits, lot mergers, Parcel Maps, Lot Line Adjustments and other planning applications for conformance with the Subdivision Map Act and City and County requirements
- Review of Encroachment Permit applications
- Preparation and review of bid documents and proposals
- Real property record and title research
- Grant application support
- Litigation support (expert witness)

Land Surveying Services

We offer a full range of survey services, supporting both public and private projects:

- Preparing annexation maps, legal descriptions, and applications
- Right-of-way and boundary surveying and monumentation
- Topographic surveying and mapping
- Traditional aerial mapping as well as unmanned aerial vehicle (drone) mapping
- Surveying within Caltrans right-of-way and developing Caltrans-specific documentation including right-of-way mapping, plats, legal descriptions, and certification
- Utility investigation and mapping
- Preparation of plats and legal descriptions
- Ridge poles and building flagging
- High precision settlement monitoring surveys
- Construction staking
- Grade checking, form checking and as-built surveying
- A.L.T.A. Surveys



Licenses:
- California Registered Civil Engineer **#55219**
- California Licensed Land Surveyor **#8002**

Education:
- BS, Civil Engineering, Santa Clara University

Professional Experience:
- Whitson Engineers, 33 years

Professional Organizations (Monterey Bay Chapter):
- American Council of Engineering Companies (Treasurer / Past President)
- American Public Works Association
- California Land Surveyors Association

RICHARD WEBER, PE, PLS
PRINCIPAL

Over thirty-three years of experience as a Project Manager, Civil Engineer and Land Surveyor for both public and private institutional clients. Areas of expertise include land surveying, Geographic Information Systems (GIS), site planning and design for institutional and campus environments, storm water management, Low Impact Development (LID), and road and highway design.

Relevant Project Experience:
- *City of Monterey,* ***Laguna Grande Park****, Monterey, CA* – Principal-in-Charge
- *City of Monterey,* ***Lower Presidio Historic Park – Sloat Monument Trail & Serra Monument Trail****, Monterey, CA* – Principal-in-Charge
- *City of Monterey,* ***Monterey Bay Sanctuary Scenic Trail – Presidio Curve,*** *Monterey, CA* – Principal-in-Charge
- *Big Sur Land Trust,* ***City of Salinas Ensen Community Park/Carr Lake Park & Floodplain Restoration****, Salinas, CA* – Principal-in-Charge
- *City of Seaside,* ***COE Avenue Class 2 Bike Lanes & Pedestrian Improvements****, Seaside, CA* – Principal-in-Charge
- *County of Santa Cruz Department of Public Works,* ***Heart of Soquel Park****, Soquel, CA* – Principal-in-Charge
- *Monterey County and Big Sur Land Trust,* ***Carmel River Floodplain Restoration & Environmental Enhancement (Carmel River FREE)****, Carmel, CA* – Principal-in-Charge
- *Monterey County Parks Department,* ***Laguna Seca Recreation Area****, Monterey County, CA* – Principal-in-Charge
- *Monterey County Parks Department,* ***Marks Ranch Trail,*** *Salinas, CA* – Principal-in-Charge
- *Monterey County Public Works,* ***Laguna Seca Recreation Area Start-Finish Bridge and Track Overlay,*** *Monterey County, CA* – Principal-in-Charge
- *Monterey Peninsula Regional Park District,* ***Laguna Grande Park Soccer Field****, Seaside, CA* – Principal-in-Charge
- *Monterey-Salinas Transit,* ***SURF! Busway and Bus Rapid Transit (BRT),*** Monterey County, CA – Principal-in-Charge
- *Santa Cruz Public Works Department,* ***East Cliff Drive Parkway,*** *Santa Cruz, CA* – Principal-in-Charge
- *Transportation Agency for Monterey County (TAMC),* ***Beach Range Road Multi-Use Trail,*** *Fort Ord Dunes State Park, CA* – Principal-in-Charge
- *Transportation Agency for Monterey County (TAMC),* ***Carmel Hill & River Bike Trail,*** *Carmel, CA* – Principal-in-Charge
- *Transportation Agency for Monterey County (TAMC),* ***Fort Ord Regional Trail and Greenway (FORTAG) Survey****, Monterey County, CA* – Principal-in-Charge



Licenses:
- California Registered Civil Engineer **#67730**

Education:
- BS, Civil & Environmental Engineering, University of California, Berkeley

Professional Experience:
- Whitson Engineers, 16 years

Professional Organizations:
- American Council of Engineering Companies (Past President, Monterey Bay Chapter)
- American Public Works Association

ANDREW HUNTER, PE
PRINCIPAL

Over twenty-four years of experience as a Civil Engineer and Project Manager for both public and private sector clients. Areas of expertise include planning entitlements, subdivision layouts, site grading and drainage, sanitary sewer, water, and storm drain systems, public roadway improvements, low impact development (L.I.D.), institutional projects, and commercial developments.

Relevant Project Experience:
- *Monterey County,* ***Lincoln Park****, East Garrison, CA* – Principal responsible for overseeing the civil engineering plans and construction staking for an approximate 7-acre community park, which includes play equipment, a basketball court, baseball field, soccer field, and picnic areas. Landscaped open space and trails surround the park that is in the middle of the 1,400-unit master planned East Garrison community in the former Fort Ord. The sunken soccer field also serves a dual-use as a 6.6-acre-foot detention basin that is an integral part of the East Garrison stormwater management system. Additional neighborhood parks include Cordell Hull Park, Eleanor Roosevelt Park, West Camp, Douglas MacArthur Park, Arts Park, and Bluff Courts Park.
- *Monterey County,* ***Marina Station Neighborhood Parks,*** *Marina, CA* – Principal responsible for overseeing the civil engineering design and implementation of the first 2 phases of the Marina Station subdivision and its two neighborhood parks and multi-use trail systems as part of a 320-acre mixed-use master-planned community in northern Marina. Led project oversight, client coordination, and City processing.
- *San Benito County,* ***San Juan Oaks Community Park and Olive Hill Park****, Hollister, CA* – Principal responsible for overseeing the civil engineering services for 2 public parks including a 5-acre community park that includes dog parks, an exercise loop, and community gardens, while the other involves a farmers market-style feel set amongst an existing olive orchard.
- *Monterey County,* ***Sea Haven Phase 4 Parks****, Marina, CA* – Principal responsible for the civil design of the 304-unit phase that included 2- 3/4 AC neighborhood parks and over 1/2 mile of multi-use trails through an arroyo.
- *Monterey County,* ***The Dunes on Monterey Bay, Hilltop Park, Butterfly Park, and Linear Park****, Marina, CA* – Principal responsible for overseeing the public and private parks within multiple phases of the mixed-use Dunes on Monterey Bay project as part of the community subdivision design.
- *Monterey County,* ***Mills Ranch Community Parks****, King City, CA* – Principal responsible for overseeing the civil engineering services for the subdivision that included 3.3 AC and 4.5 AC Community Parks. The parks included amenities such as soccer, softball, volleyball, pickleball, and play structures.

Whitson ENGINEERS



Licenses:
- California Registered Civil Engineer **#76451**
- California Qualified SWPPP Developer / Preparer **#00309**

Education:
- BS, Civil Engineering, California Polytechnic State University, San Luis Obispo (Magna Cum Laude)

Professional Experience:
- Whitson Engineers, 19 years

Professional Organizations:
- American Public Works Association, Monterey Bay Chapter

NATHANIEL MILAM, PE, QSD
SENIOR CIVIL ENGINEER

Nineteen years of experience as a Project Manager and Civil Engineer for both public and private sector clients. Areas of expertise include design of public works projects and campus and commercial developments, with focuses on street and highway design, pedestrian accessibility, bicycle facilities, and stormwater management.

Relevant Project Experience:

- *City of Monterey* – ***On-Call Services*** – Project Manager and Design Engineer for over 100 city projects since 2007. Improvements have focused on pavement maintenance, street widening and geometric improvements, traffic calming, pedestrian accessibility, bicycle facilities, and storm drainage.
- *City of Seaside* – ***Lincoln-Cunningham Park Master Plan and Phase 1 Arterial Trail Project*** – Managed multidisciplinary design team and prepared civil plans, specifications and estimate for the redevelopment of a historic 2.9-acre city park including multi-use trails and walkways, 2 play areas, adult fitness area, picnic areas, basketball court, and associated parking, accessibility, storm drainage and utility improvements.
- *Big Sur Land Trust* – ***City of Salinas, Ensen Community Park*** – Prepared plans and specifications and provided construction support for development of a new 6-acre city park including playground, sport courts, skate park, dog park, picnic and BBQ areas, restroom buildings, parking and utilities.
- *Transportation Agency for Monterey County (TAMC)* – ***Beach Range Road Multi-Use Trail*** – Prepared plans, specifications and estimate for 4-mile-long multi-use trail in Fort Ord Dunes State Park, including paving, signage, and striping, site furnishings, and interpretive and wayfinding signage.
- *TAMC (via subcontract to GHD)* – ***FORTAG Phase 1*** – Served as the project's Utility Coordinator and prepared the project's Storm Water Data Report, Storm Water Control Plan, and Stormwater O&M Plan for a 1.5-mile shared-use path in Del Rey Oaks and Seaside, including a pedestrian undercrossing at Highway 218.
- *Monterey-Salinas Transit (via subcontract to Kimley-Horn)* – ***MST SURF! Busway and Bus Rapid Transit (BRT)*** – Prepared Storm Water Control Plan (SWCP) and Caltrans Drainage Report for a 6-mile bus-only roadway parallel to Highway 1.
- *Monterey County* – ***Hyland Drive / El Rancho Way Storm Drain and Street Improvements*** – Prepared plans, specifications, and estimate, provided construction support, and managed construction staking for 1/2-mile of street reprofiling and reconstruction including new storm drain main, curb, gutter and sidewalk, roadway pavement and retaining walls.



Licenses:
- California Registered Land Surveyor **#9167**

Education:
- BS, Earth Systems & Policy, California State University, Monterey Bay

Professional Experience:
- 22 years (total)

Professional Organizations:
- California Land Surveyors Association, Monterey Bay Chapter
- American Public Works Association, Monterey Bay Chapter

CHUCK, PLS | PROJECT MANAGER
LAND SURVEY MANAGER

Twenty-two years of experience as a Project Manager and Land Surveyor for both public and private sector clients. Perform most types of general land surveying practices including boundary, topographic, A.L.T.A., land division, photogrammetric control, mapping, Real-Time GNSS, construction staking and legal description preparation.

Relevant Project Experience:

Parks | Trails | Recreation
- *Big Sur Land Trust,* ***City of Salinas Ensen Community Park****, Salinas, CA* – Land Survey Manager
- *City of Sand City****, Esselen-Ohlone Park,*** *Sand City, CA* – Land Survey Manager
- *City of Seaside,* ***Capra Park,*** *Seaside, CA* – Land Survey Manager
- *City of Seaside,* ***Lincoln-Cunningham Park Master Plan & Phase 1 Arterial Trail Project****, Seaside, CA* – Land Survey Manager
- *County of Monterey Parks Department,* ***Laguna Seca Recreation Area,*** *Monterey County, CA* – Land Survey Manager
- *County of Monterey Parks Department,* ***Marks Ranch Trail,*** *Salinas* – Land Survey Manager
- *County of Santa Cruz Department of Public Works,* ***Heart of Soquel,*** *Soquel, CA* – Land Survey Manager
- *County of Santa Cruz Redevelopment Agency,* ***East Cliff Drive Parkway Improvements,*** *Santa Cruz, CA* – Land Survey Manager
- *Monterey Peninsula Regional Park District,* ***Laguna Grande Park Soccer Field,*** *Seaside, CA* – Land Survey Manager
- *Monterey Peninsula Regional Park District****, Rancho Canada Public Restroom & Bus Services,*** *Carmel, CA* – Land Survey Manager
- *Transportation Agency for Monterey County (TAMC),* ***Carmel Hill & River Bike Trail,*** *Carmel, CA* – Land Survey Manager

Transportation | Public Works
- *Monterey-Salinas Transit****, Bus Rapid Transit (BRT) Surveying****, Monterey County, CA* – Land Survey Manager
- *City of Marina,* ***Imjin Parkway Widening Project****, Marina, CA* – Land Survey Manager
- *City of Monterey,* ***Del Monte Avenue / Pacific Street Intersection Improvement Project****, Monterey, CA* – Land Survey Manager
- *City of Monterey,* ***Highway 68/Holman Highway Roundabout Project,*** *Monterey County, CA* – Land Survey Manager

Whitson ENGINEERS

Firm Profile | BFS Landscape Architects

ESTABLISHED
January 1994

MONTEREY OFFICE
425 Pacific Street #201
Monterey, CA 93940
831.646.1383 p

MOUNTAIN VIEW OFFICE
1580 West El Camino Real #12
Mountain View, CA 94040
650.326.6622 p

SAN DIEGO OFFICE
3830 Valley Centre Drive #705
PMB 875
831.917.9145 c

PRINCIPALS
Larry Foster, PLA

ASSOCIATE PRINCIPALS
Adit Pal, PLA, ASLA, LEED AP
Elizabeth Matz, PLA, ASLA

ASSOCIATE
Steve Eichner, PLA

FIRM REGISTRATIONS
DIR:100064499
SBE: 22387

FIRM MEMBERSHIPS/CERTIFICATIONS
CA Small Business Enterprise
US Green Building Council
California Park & Recreations Society

BFS Landscape Architects has provided design and planning services to public and private clients throughout California for more than three decades. Our work spans regional park and open space master plans as well as detailed designs and implementation of recreation and neighborhood parks, playgrounds, community and athletic facilities, healthcare and educational campuses, urban streetscapes, and civic spaces.

BFS combines experience and passion for designing and implementing public trails in various contexts, including waterfronts, historic areas, urban spaces, and rural landscapes. Our expertise spans from citywide and regional trails master planning to detailed design, permitting, and construction documentation for specific trail segments. We also assist clients with grant writing to secure funding for trail projects. The results are trails that fulfill multiple objectives: enhanced safety and accessibility, expanded opportunities for recreation and transportation, restored habitats and natural systems, preservation of historic settings, and improved maintenance.

We understand the challenge of keeping up with the growing and changing needs of existing landscaped spaces and future developments. Our project team, along with our consultant partners, effectively identifies these needs and collaborates with client staff and stakeholders to develop a targeted implementation strategy that may include the following comprehensive services:

PLANNING AND DESIGN

- Feasibility Studies and Master Planning
- Parks, Athletics, and Open Space Trails (pedestrian and bicycle)
- Streetscapes and Downtown Vision Documents

PUBLIC AGENCY & TEAM COORDINATION

- Permitting, Regulatory Compliance, and Public Process (meetings, document preparation)
- Consultant Team and Drawing Coordination
- Project Scheduling
- Community Outreach (workshops, meetings with neighborhoods and specific interest groups, design charrettes, web-based questionnaires, telephone surveys)
- Visual Simulations (view selection, three-dimensional modeling, photo rendering)

FUNDING

- Cost Estimate Preparation
- Grant Writing and Administration

SUSTAINABILITY

- Water Conservation
- Stormwater Management
- Climate-adapted and Native Planting
- LEED/USGBC Experience
- Landscape Restoration
- Fuel Management and Fire Resiliency Planning



Elizabeth Matz Associate Principal

As a lead designer and project manager at BFS Landscape Architects, Beth guides projects from concept to finished construction and provides creative and sustainable solutions at all phases within a project's development. Her passion to create identity in public places through detail and materials drives her research and site experience. Beth's project experience encompasses master planning, park design, healthcare and educational facilities, and multifamily and housing development.

EDUCATION

BLA California Polytechnic State University, San Luis Obispo, CA

PROFESSIONAL REGISTRATION

- PLA State of California #5920
- Certified Playground Safety Inspector #22599-0916

PROFESSIONAL AFFILIATION

- American Society of Landscape Architects
- National Parks and Recreation Association
- California Parks and Recreation Society

YEARS OF PROFESSIONAL SERVICE

Twenty +

RELEVANT PROJECT EXPERIENCE

- **Laguna Grande Regional Park Joint Powers Authority, Laguna Grande Trail and Vegetation Maintenance Plan, Monterey/Seaside, CA**
  Project Manager /Outreach Coordinator. Beth served as the Project Manager and Outreach Coordinator to assist the Laguna Grande Regional Park Joint Powers Authority with a maintenance strategy to alleviate neighborhood concerns of potential fire, illegal camping, and disruption of sensitive habitat in the park. BFS prepared a trail and vegetation maintenance strategy to restore the balance between nature and the community and to enhance the habitat and viewshed.

- **Big Sur Land Trust, Ensen Community Park & Open Space at Carr Lake, Salinas, CA**
  As the Project Manager and Lead Designer, Beth assisted the Big Sur Land Trust (BSLT) in developing a master plan within the Salinas floodway for the repurpose of existing agriculture with a 6-acre community park and 70 acres of open space and habitat. The scope included community outreach facilitation, design development, grant writing, CEQA, and permitting support. The project is presently under construction. Beth assisted BSLT with CEQA support, Prop 68 documentation, cost estimates, support graphics, and community outreach.

- **Santa Clara County Parks & Recreation, Martial Cottle Park, San José, CA**
  Project Manager. Martial Cottle Park is a 256-acre regional park jointly managed by Santa Clara County Parks and California State Parks. The initial development included farm and park infrastructure, 3.5 miles of perimeter trails, a 20-acre open space park for picnic facilities, and a "Discovery Farm" for educational play. The recreation trail is a 12-foot-wide multi-use trail designed to the standards of the Santa Clara Interjurisdictional Trail Guidelines. The trail is located around the perimeter of the park and connects the adjacent residential neighborhoods directly to the park and to the park core.

- **Monterey Peninsula Regional Park District, Palo Corona Regional Park - Rancho Canada Unit (West Side), Carmel, CA**
  Project Manager. BFS collaborated with the District to develop the trailhead entry at the former Rancho Canada Golf Course. Beth was the lead site designer and project manager for the project, which includes a multi-use trail, parking, and access. In 2021, the General Development Plan for the park was completed, designating 7 acres near the clubhouse and parking lot for outdoor education, inclusive nature play, restroom facilities, picnic areas, use of the existing pond for wildlife viewing and fishing, accessible walking trails, and a trailhead for connecting visitors to open space. In addition, Beth led the site design for assisted MPRPD with Prop 68 documentation, cost estimates, support graphics, and community outreach.

DD&A COMPANY PROFILE

DD&A is headquartered in Monterey, California. Since its inception in 1983, DD&A's focus has been the preparation of environmental documents under the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), as well as providing natural resources planning and regulatory permitting services. DD&A has a significant history working with local, state, and federal agencies on a variety of transportation- and public access-related projects. Projects have included bridge seismic retrofit and replacement, bus rapid transit corridors, pedestrian and bicycle trails, complete streets, flood protection structures, multijurisdictional trail management plans, and stormwater improvements. DD&A regularly partners with Whitson Engineers to successfully complete complex transportation infrastructure projects.

As a land use consulting and environmental planning firm, DD&A provides an array of environmental services, including preparation and management of CEQA/NEPA documents, preliminary resource assessments and surveys, peer review of technical analyses, overall project management, natural resource planning and impact assessments, inland and coastal permitting assistance, and contract planning services. In addition to a full staff of environmental planners, DD&A provides biological resource evaluations through its Natural Resources Division (NRD). The NRD provides technical evaluations on projects involving wetland and riparian evaluations and delineations, habitat restoration planning, coastal and marine ecology, rare plant surveys, wildlife biology, hydrologic assessments, CEQA/NEPA documentation, constraints analyses, biological assessments, and natural environment studies.

DD&A has a well-respected reputation for preparing environmental documentation in compliance with CEQA/NEPA, with a proven track record of meeting client needs and successfully completing state and federal environmental review requirements. DD&A is committed to effective problem solving that allows clients to meet their planning needs while considering environmental resource constraints affecting site development. DD&A has considerable experience coordinating and managing permit applications through various local, state, and federal agencies, including the California Department of Transportation (Caltrans), California Department of Fish and Wildlife (CDFW), Regional Water Quality Control Boards (RWQCB), National Oceanic and Atmospheric Administration/National Marine Fisheries Service (NOAA/NMFS), U.S. Army Corps of Engineers (USACE), and U.S. Fish and Wildlife Service (USFWS).

DD&A is incorporated under California law. DD&A is certified by the State of California as a Small Business (#20855) and Woman-Owned Business (#13824). DD&A is also certified by the Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission as a Diversified Supplier (#1007A045).

DENISE DUFFY & ASSOCIATES – KEY PERSONNEL

Matt Johnson

Senior Project Manager/Environmental Scientist



EDUCATION

Bachelor of Science, Earth Systems Science and Policy, California State University Monterey Bay

Microsoft Systems Engineer Certification, New Horizons Computer Learning Center

PROFESSIONAL AFFILIATIONS

Central Coast Joint Data Committee

Monterey Peninsula Audubon Society

REGISTRATIONS & CERTIFICATIONS

Trimble Certified GPS Operator

40 Hour HAZWOPER Certification

USFWS Federal Recovery Permit TE-091857-0 - California tiger salamander and California red-legged frog

CDFW Scientific Collection Permit SC-007701

USFWS Approved Bald/Golden Eagle Surveyor

OVERVIEW:

Matthew Johnson has 24 years of experience working in the environmental field. Mr. Johnson currently serves as a Senior Environmental Scientist, Project Manager, and manager of DD&A's Geographic Information Systems (GIS) department. His responsibilities include project management, rare plant and wildlife surveys, biological monitoring, wetland delineations, and riparian habitat assessments, and preparation of biological documentation. Mr. Johnson also holds a CDFW Scientific Collecting Permit allowing for collection and handling of mammals, reptiles, amphibians, and freshwater/terrestrial invertebrates. He is an expert in conducting presence/absence surveys for several special-status species, including California tiger salamander, California-red legged frog, Monterey dusky-footed woodrat, California legless lizard, burrowing owl, bald eagle and other protected avian species, sand gilia, and Monterey spineflower. Mr. Johnson has worked on and managed the biological efforts for a variety of project types, including water and wastewater infrastructure, residential and commercial development, and transportation.

TECHNICAL CAPABILITIES:

- Experience working closely with resource and regulatory agencies in permitting projects of varying size and complexity.
- Extensive experience managing and conducting biological monitoring and preconstruction wildlife surveys on a variety of projects, including substantial experience on water infrastructure projects.
- Proficiency in conducting biological surveys, including protocol-level surveys for special-status wildlife and rare plant species.
- Experience preparing biological reports for a broad range of environmental documentation in accordance with CEQA and NEPA requirements and local, state, and federal policies and regulations, including the Clean Water Act and the federal and state Endangered Species Acts.
- Expertise in preparing scopes, managing subconsultants, and keeping projects within established budgets and timeframes.

SELECTED PROJECT EXPERIENCE:

- Marina Coast Water District On-Call, Monterey County
- Imjin Parkway Widening Project, Marina
- Pure Water Monterey Groundwater Replenishment Project, Monterey County
- MCWD A-Tanks Biological Report, Seaside
- Regional Urban Water Augmentation Project, Monterey County
- Carmel River Floodplain Restoration and Environmental Enhancement Project, Monterey County
- Carmel Lagoon Ecosystem Protection Barrier (EPB), Scenic Road Protection Structure (SRPS), & Interim Sandbar Management Plan (ISMP)

DENISE DUFFY & ASSOCIATES – KEY PERSONNEL

Jami Colley

Senior Environmental Scientist II



EDUCATION

Bachelor of Science, Earth Systems Science and Policy, California State University Monterey Bay

REGISTRATIONS & CERTIFICATIONS

USFWS Federal Recovery Permit - California tiger salamander and California red-legged frog #ES091857

CDFW Scientific Collection Permit #SC-10092

CDFW Plant Voucher Collecting Permit 2081[a]-16-104-V

40 Hour HAZWOPER Certification

Managing Habitats for California Red-legged Frog Workshop, Elkhorn Slough Coastal Training Program

Rare Pond Species Workshop, Elkhorn Slough Coastal Training Program

Wetland Delineation Training, Wetland Training Institute

Arctostaphylos Workshop, Jepson Herbarium

Basic Botany Workshop, Jepson Herbarium

Poaceae Workshop, Jepson Herbarium

OVERVIEW:

Ms. Colley is a Senior Environmental Scientist with 21 years of experience working in the environmental field. At DD&A her responsibilities include managing and conducting biological and botanical field surveys and wetland delineations; preparation of biological reports, CEQA and NEPA documentation, restoration plans, and regulatory permit applications; pre-construction and construction-phase monitoring; and providing oversight and expert advice to assistant- and associate-level Natural Resources Division staff. Ms. Colley has experience working on various types of projects including transportation, water and wastewater infrastructure, residential and commercial development, habitat restoration, educational facilities, and military facility cleanup.

TECHNICAL CAPABILITIES:

- Experience preparing biological reports in accordance with CEQA and NEPA requirements and local, state, and federal policies and regulations, including the federal and state Endangered Species Acts.
- Expertise in conducting botanical surveys, including focused surveys for special-status plants such as sand gilia, Monterey spineflower, seaside bird's-beak, Yadon's piperia, Pacific Grove clover, and Congdon's tarplant.
- Proficiency in conducting presence/absence surveys for California tiger salamander and California red-legged frog, American badger, Monterey dusky-footed woodrat, nesting birds, Smith's blue butterfly habitat, and state candidate bumble bee species.
- Experience working closely with resource and regulatory agencies in permitting projects of varying size and complexity, including the CDFW, USFWS, NMFS, Caltrans, RWQCB, ACOE, NRCS, and California Coastal Commission.
- Experience providing construction-phase biological monitoring and biological trainings to inform construction crews of the sensitive resources present within project sites, including 15 years as the lead biologist providing biological support services for the cleanup of the inland ranges of the former Fort Ord Army Base in Monterey County.

SELECTED PROJECT EXPERIENCE:

- Carmel River Floodplain Restoration & Environmental Enhancement Project, Monterey County
- Rancho Cañada Floodplain Restoration Project, Monterey County
- Carmel Lagoon Ecosystem Protective Barrier, Scenic Road Protection Structure, and Interim Sandbar Management Plan, Monterey County
- County of Monterey On-Call Environmental
- Imjin Parkway Widening Project, Marina
- Nacimiento Lake Drive Bridge Replacement Project, Monterey County
- Scenic Road Emergency Permitting, Monterey County

EARTH SYSTEMS

Firm Profile

Earth Systems Pacific (Earth Systems) is a geotechnical engineering firm serving clients across California. Their staff of approximately 135 experts consist of laboratory technicians, special inspectors, registered geotechnical engineers, certified engineering geologists, and soil technicians. Their services include geotechnical engineering, engineering geology, geophysical surveys, construction monitoring, and materials testing and inspection. Earth Systems, Inc. was founded as a California corporation in 1969 with its original offices in Palo Alto and Ventura, California. Earth Systems Pacific, a wholly owned subsidiary of Earth Systems, Inc., was established as a California Corporation in 1999. They are registered with the Department of Industrial Relations, DIR No. 1000003643.

With over 50 years of experience serving Monterey County, Earth Systems brings detailed knowledge of geotechnical engineering to projects in the private and public sectors across the region. They have provided geotechnical engineering and/or materials testing services for the Fort Ord Regional Trail & Greenway, Lincoln Cunningham Park Trail, Alisal Road Reconstruction, California American Water Parking Lot, and Viejo Road Emergency Storm Damage Repair projects. They have successfully partnered with Whitson Engineering on many other projects in the region as well, including the Mid Valley Fire Station Hardscape, Foam Street Pavement Rehabilitation, Monterey Pavement Rehabilitation, Salinas City Hall Parking Lot Expansion, and the Fort Ord Reuse Authority (FORA) South Boundary Road projects.

The Earth Systems laboratories have the capacity to perform hundreds of tests upon soils, Portland cement concrete, asphalt concrete, steel, masonry, and other building materials. Earth Systems laboratories have been accredited, accepted, validated, or approved (as appropriate) for various test methods by the California Department of Transportation (Caltrans), the Division of the State Architect (DSA), the U.S. Army Corps of Engineers, the City of Los Angeles Department of Building and Safety, and the Department of Health Care Access and Information (HCAI); please refer to each agency or organization's website for listings pertaining to Earth Systems' individual laboratories. The Hollister laboratory is Caltrans-approved and has been evaluated by the AASHTO Accreditation Program (AAP) for compliance with AAP Procedures. Laboratory equipment is calibrated annually, and the calibrations are traceable to the National Institute of Standards and Technology (NIST). Materials testing is performed under the supervision of licensed professional engineers, and laboratory testing is conducted by qualified and trained technicians in accordance with ASTM, Caltrans, AASHTO, and other appropriate laboratory methods.

Ajay Singh, PE, GE

Principal Geotechnical Engineer

Ajay Singh is a registered civil and geotechnical engineer with over 30 years of experience in the field of geotechnical engineering. He manages large and complex geotechnical projects, providing technical guidance, quality assurance and project oversight. He is a recognized local expert regarding the soil and groundwater conditions that characterize the central/northern California region and is known for his ability to develop effective geotechnical solutions for soil or groundwater issues that may otherwise adversely impact projects. His expertise encompasses geotechnical analysis for compressible and expansive soils, surcharge fills, slope stability, deep excavations and shoring, shallow groundwater, liquefaction, and settlement. He has extensive knowledge of regulatory requirements for local and state agencies, allowing him to develop scopes of services that are thorough and cost effective. Mr. Singh received his Bachelor of Science in Civil Engineering from Thapar Engineering University, Patiala, India in 1983, and his Master of Science in Civil Engineering from the University of California, Berkeley in 1987.

AREAS OF EXPERTISE

- Geotechnical field and laboratory investigations
- Stability analysis of soil and rock slopes
- Analysis and design of retaining walls and sheetpile structures
- Geotechnical criteria for conventional, deep, post-tensioned and mat foundations
- Geotechnical criteria for earthwork, including reinforcement or stabilization of slopes
- Evaluation for pavement design
- Assessment of drainage and seepage problems
- Ground modification to stabilize subgrade and reduce project costs
- Evaluation for excavation support and underpinning
- Forensic evaluation of existing or distressed foundations

PROJECT EXPERIENCE

- Fort Ord Regional Trail & Greenway California Avenue Segment, Marina, CA
- Curie Drive Trail Improvements, San Jose, CA
- Madrone Channel Trail Improvement, Morgan Hill, CA
- Sanborn-Elvee Drive-Route 101, Salinas, CA
- California American Water Parking Lot, Monterey, CA
- Closter Park Revitalization, Salinas, CA
- York Highlands Roadway and Retaining Walls, Monterey, CA
- McCormick Distribution Center Parking Lot, Salinas, CA
- East Laurel Drive Erosion Repair Consultation, Salinas, CA
- Foam Street Pavement Rehabilitation, Monterey, CA
- Lincoln Cunningham & Havana Soliz Parks, Monterey, CA
- New Recreation Center & Park, Greenfield, CA
- Carr Lake Park Development & Open Space Restoration, Salinas, CA



REGISTRATIONS AND CERTIFICATIONS

Registered Professional Engineer (Geotechnical), State of California, (No. 3057)

Registered Professional Engineer (Civil), State of California, (No. 53647)

EDUCATION

M.S., Civil Engineering, University of California, Berkeley, 1987

B.E., Civil Engineering, Thapar Engineering University, Patiala, India, 1979-83

EMAIL

asingh@earthsystems.com

Michelle Garcia, PG, CEG, QSP, QSD

Engineering Geologist, Project Manager

Michelle Garcia is a registered geologist and engineering geologist with over 25 years of experience in the geoprofessional industry. As a senior engineering geologist, her areas of expertise include geologic hazards assessments, fault investigation, analysis of liquefaction and lateral spreading, slope stability evaluation, detailed geologic logging of borings and cores, structural geology and geologic mapping, and geomorphic analysis using aerial photographs. She also has 10 years of experience in geotechnical engineering, with responsibilities that encompass project scoping, preparation of proposals, project coordination, geotechnical engineering analysis, supervision of geotechnical engineering investigations and oversight of materials testing and special inspection for projects under construction. In her role as a project manager, she interfaces with project owners, contractors, and governing jurisdictions; reviews project plans specifications to develop estimates for construction services; and manages project documentation, budgets, and schedules. Mrs. Garcia earned a Bachelor of Science in Geology and a Master of Science in Civil Engineering (emphasis in Geotechnical Engineering) from San Jose State University.

AREAS OF EXPERTISE

- Preconstruction geotechnical investigations and site assessments
- Management of geotechnical aspects/materials testing of large complex projects
- Geotechnical engineering analysis for liquefaction, bearing capacity, settlement, and pavement design
- Coordination, logging and sampling of exploratory borings and CPT soundings
- Preparation of maps, logs, and figures for geotechnical engineering reports
- Geotechnical inspections of excavations, grading, and foundations
- Geologic hazard studies
- Landslide evaluation and mitigation
- Fault investigation
- Assessment of potential for fault rupture
- Slope stability analysis
- Geologic applications of GIS/GPS

PROJECT EXPERIENCE

- Lincoln Cunningham Park Trail, Seaside, CA
- South Boundary Road Improvements, Monterey, CA
- Monterey Pavement Rehabilitation, Monterey, CA
- Harvey Kuffner Educational Center Parking Lot, Salinas, CA
- East Laurel Drive Erosion Repair, Salinas, CA
- Alisal Road Reconstruction, Salinas, CA
- Division Street Pavement Rehabilitation, King City, CA
- Viejo Road Emergency Storm Damage Repair, Monterey, CA
- Carr Lake Park Development & Open Space Restoration, Salinas, CA
- New Recreation Center & Park, Greenfield, CA
- Cutino Park Lighting Project, Seaside, CA
- El Gabilan Park Development, Salinas, CA
- Closter Park Revitalization, Salinas, CA



REGISTRATIONS AND CERTIFICATIONS

Professional Geologist, State of California (No. 8519)

Professional Engineering Geologist, State of California (No. 2668)

ICC Certified Soil Special Inspector (No. 8162704)

SWPPP Developer (QSD), SWPPP Practitioner (QSP) (No. 27799)

Certified Nuclear Gauge Operator

Certified Radiation Safety Officer

EDUCATION

M.S., Civil Engineering, San Jose State University

B.S., Geology, San Jose State University

PROFESSIONAL AFFILIATIONS

Member – Association of Engineering Geologists

Member – The Geological Society of America

Member – Northern California Geological Society

Member – American Society of Civil Engineers

EMAIL

mgarcia@earthsystems.com

Firm Profile

Hexagon Transportation Consultants, Inc.

Hexagon Transportation Consultants, Inc. was founded in 1998 in San Jose, California with the goal of providing quality, professional transportation consulting services to private and public entities. Hexagon provides services in all major aspects of transportation planning and traffic engineering. We have built our firm around three fundamental principles. First, we deliver the highest quality work with findings that are double-checked and presented clearly and concisely. Second, we deliver work products when promised. Finally, we are accessible and responsive.

Hexagon's staff members have prepared thousands of studies, both large and small, over their professional careers. Hexagon's public clients include city, county and state agencies and regional planning organizations. Hexagon has a wide range of private clients including technology companies, developers, architects, civil engineers, and environmental firms.

Hexagon has California offices in San Jose, Pleasanton and Gilroy offering a wide range of services including:

- Bicycle and Pedestrian Facility Design
- Traffic Signal Design
- Traffic Safety Studies
- Vehicle-Miles Traveled Analyses
- Complete Streets Planning and Design
- Travel Demand Forecasting Models
- Countywide and Citywide Circulation Plans
- Traffic Impact Analyses
- Corridor Studies
- Major Investment Studies
- Traffic Simulation
- Ballpark and Stadium Studies
- Greenhouse Gas Traffic Emissions Studies
- Pavement Delineation and Signing Plans
- Public Outreach
- Long Range Plans, Specific Plans
- Traffic Impact Fee Studies
- Neighborhood Traffic Control Studies
- Campus Plans
- Animated Site Plans
- Specific Plans
- Site Feasibility Studies
- TDM Plans
- Parking Studies
- Traffic Control/Construction Staging Plans
- Roundabout Studies, Analysis and Design
- Site Review Studies

Hexagon has 28 employees within its three offices. Hexagon's professional staff is experienced in all technical aspects of transportation consulting and highly proficient in state-of-the-art computer software including all major modeling packages, traffic simulation software, intersection level of service programs, advanced traffic operations programs, CADD programs and many specialized programs that process and analyze traffic data. Hexagon's clients can be sure they are being provided high-quality, leading-edge technical services.



Jeffrey A. Elia, PE

Vice President & Principal Associate

EDUCATION

Bachelor of Science in Civil Engineering, *Cum Laude*, San Jose State University, San Jose, California

PROFESSIONAL ASSOCIATIONS

Registered Professional Civil Engineer in the State of California (License No. C 68719)

Member, Institute of Transportation Engineers

EXPERIENCE

Over the last 28 years, Jeff has worked on a variety of site traffic analyses, traffic engineering projects, signal design projects, corridor improvement projects, temporary traffic control plans, and traffic operations studies. Jeff has worked on numerous projects over the last several years involving enhanced bicycle and pedestrian facilities, including protected intersection designs, bicycle signals, separated bike lanes, mixed-use trails, and enhanced pedestrian crosswalks. Jeff currently manages Hexagon's design. Jeff has a proven track record of effectively managing projects of all sizes and completing them on schedule and in a way that meets or exceeds client expectations.

REPRESENTATIVE PROJECTS

Gen. Jim Moore Boulevard and Lightfighter Drive Signal Design (Seaside, CA) – Hexagon prepared traffic signal modification plans, signing and striping plans, and construction phasing plans for improvements at this intersection, including removing the large porkchop island on the southwest corner, widening the eastbound approach, and realigning and widening the south leg of the intersection. The traffic signal improvements were laid out in such a way so as to allow the future planned improvements at the intersection to be implemented with minimal rewiring and reworking of traffic signal equipment. Hexagon also assisted the project construction team in devising a construction sequencing plan that kept traffic open at all times during the various stages of work.

350 Trimble Avenue Preliminary Off-Site Design (San Jose, CA) – The project consisted of the preliminary design of protected intersection corner treatments, traffic signal modifications, and Class IV bike lanes at Trimble Avenue and Orchard Parkway. The protected intersection corner treatments were designed to provide ADA-compliant pedestrian facilities, adequate space for bicyclists to maneuver around the corner or wait to cross the street, and enough space for semi-trucks to make right-turns at the corners. October 2022 to February 2024.

550 Piercy Road Off-Site Design (San Jose, CA) – The design included Class IV bike lanes along Hellyer Avenue, Piercy Road, and Silicon Valley Boulevard and a traffic signal modification at the intersection of Hellyer Avenue/Basking Ridge Avenue and Silicon Valley Boulevard/Tennant Avenue. The intersection and traffic signal modifications included protected intersection corner treatments, a two-way bike crossing, and bicycle signals. March 2023 to April 2026.

Adobe North Tower Off-Site Design (San Jose, CA) – The project included the design of a new signalized driveway and an RRFB-controlled trail crossing on the frontage of the new Adobe building on San Fernando Street. The signal design included a raised (Class IV) bikeway along the project frontage and a unique operating scheme in which the center lane of the garage driveway was reversible and could be operated in different directions at different times of the day. June 2018 to October 2023.

Blossom Hill Road Traffic Safety Project (Los Gatos, CA) – The project began with an operations analysis of short-term and long-term traffic calming improvements to increase bicycle and pedestrian comfort along Blossom Hill Road between Camelia Terrace and Hillbrook Drive. We later prepared signing and striping construction plans for the phase 1 "quick build" alternative of the project. The quick build alternative, through signing and striping improvement only, created continuous bicycle facilities in both directions along the entire study segment, including a Class IV separated bicycle facility along some portions. This was accomplished by removing a through lane in each direction and reconfiguring the roadway cross section. July 2020 to July 2023.

AURUM
CONSULTING
ENGINEERS

COMPANY PROFILE

Since Aurum Consulting Engineers Monterey Bay, Inc.'s inception in 1998 our focus has been on setting higher standards for electrical engineering design quality and service throughout Northern and Central California. Our comprehensive electrical engineering capabilities include the design of lighting, power distribution, fire alarm, life safety and data/ communication systems.

ENGINEERING EXCELLENCE

Aurum Consulting Engineers is led by a core team of seven electrical project managers with over 100 years of combined electrical engineering experience. We offer a broad spectrum of expertise in design and construction. Our design expertise includes Medical, Commercial, Educational, High Technology, Industrial, Residential, Recreational and Agricultural Facilities. We can offer support from conceptual design through post-construction phases of a project, and are equally comfortable teaming with other consultants or taking the lead.

INVOLVEMENT

One of our core project managers is always personally involved in the engineering of every project from beginning to end. The Project Manager is responsible for coordination, design documents, specifications, cost estimates, and completion of design on schedule. We believe that this personal involvement is as critical as our extensive engineering expertise in meeting our clients' requirements. Our team has an unparalleled ability to coordinate its work with other design professionals, and the trades.

CONSTRUCTION DOCUMENTS AND SPECIFICATIONS

Quality Engineering without well-defined, clear, and accurate construction documents does not allow for good competitive bids or the construction of the project. To this end, we constantly emphasize accuracy, readability, and clarity of drawings and specifications. All projects receive a complete in-house plan check before any documents are issued.

COMMITMENT

We are committed to providing outstanding service to our clients. Our experience providing engineering with a strong technical focus coupled with personal attention to your project, makes Aurum Consulting Engineers the team of choice for your consulting engineering requirements.

CADD

All drawings are produced on AutoCAD 2026, enhanced with MS Office. Our talented drafting staff has a thorough command of these systems. Aurum staff are trained on Revit 2026 to collaborate with Revit Architecture. They are proficient in the use of Electronic Transfer to send and receive documents and drawings.

ENGINEERING DESIGN SPECIALTIES

Our comprehensive electrical system design capabilities include design of lighting, power distribution, fire alarm and life safety, and data/communications systems:

Power Distribution Systems

- Medium Voltage Power Systems
- Line Voltage Power Systems
- Energy Surveys and Load Analysis
- Fault Calculations and System Coordination Studies
- UPS Systems

Fire Alarm and Life Safety Systems

- Fire Detection and Alarm Systems
- Emergency Lighting
- Security Systems
- Emergency Power Generation Systems

Lighting Systems

- Architectural Lighting Design
- Retail and Restaurant Lighting
- Street Lighting
- Lighting Energy Management Systems
- State of California Mandated Title 24 Lighting Compliance Calculations
- Lighting Control Systems
- Sports Facility Lighting

Alternative Energy

- Micro-turbine power generation
- Wind Turbine
- Photovoltaic

Data/Communications Systems

- Network Data System Design
- Communications System Design
- Public Address System Design
- Nurse Call System Design
- CCTV/CATV Distribution Design
- Access Control System Design

Miscellaneous

- Electrical System Cost Analysis
- Cost Estimating
- Value Engineering
- LEED Assistance

PROFESSIONAL MEMBERSHIPS

Aurum Consulting Engineers are proud members of the following organizations:

- National Fire Protection Association (NFPA)
- American Council of Engineering Companies (ACEC)
- National Society of Professional Engineers (NSPE)
- Illuminating Engineering Society of North America (IESNA)
- International Association of Electrical Inspectors (IAEI)
- International Association of Lighting Designers (IALD)
- Institute of Electrical and Electronic Engineers (IEEE)
- U.S. Green Building Council (USGBC)
- National Institute of Certifications in Engineering Technologies (NICET)



Eldridge O. Bell, P.E.

ELECTRICAL ENGINEER
PRINCIPAL

EDUCATION

2003

University of the Pacific
Bachelor of Science
Electrical Engineering

DESIGNATIONS

Registered Professional Engineer in California
Electrical Engineer E17789

ASSOCIATIONS

National Society of Professional Engineers (NSPE)

American Council of Engineering Companies (ACEC)

Institute of Electrical and Electronic Engineers (IEEE)

U.S. Green Building Council (USGBC)

SOFTWARE

AutoCAD
REVIT
ETAP
Bluebeam REVU

AURUM CONSULTING ENGINEERS

EXPERIENCE

2004 – Present

Aurum Consulting Engineers • Monterey, California
Electrical Engineer Principal
Responsible for electrical design and coordination of construction documents.

RESUMÉ

Eldridge's Engineering and Project Management capabilities include over twenty years of Consulting Electrical Engineering involving power, lighting, fire alarm and electrical systems design and project management for new construction and remodel/renovation of hospital/medical, educational, commercial, industrial, government and residential projects. He is thoroughly familiar with the latest California Department of Healthcare Access and Information (HCAi) procedures and regulations which govern medical facility projects and Division of State Architects (DSA) for educational projects. Eldridge has also provided electrical engineering services for design-build contractors and has provided electrical inspection for design-build government projects.

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MONTEREY, CALIFORNIA 93940

Work Plan

Project Understanding

The Sand City Multi-Use Trail Project will transform the former Monterey Branch Line right-of-way of the historic Southern Pacific Railroad into a vibrant recreational and active transportation corridor. The project extends through the City of Sand City from Playa Avenue to State Route 218 in Seaside, utilizing a corridor currently owned by the Transportation Agency for Monterey County (TAMC). While portions of the existing corridor remain unused, other segments are presently used by adjacent property owners.

The primary project element is the construction of a 14-foot-wide asphalt multi-use path with 3-foot-wide shoulders throughout the corridor. In select locations, an adjacent 8-foot-wide pedestrian path will provide additional space for walkers and runners. The project also includes a variety of trailside amenities designed to enhance the user experience, including picnic areas, outdoor fitness stations, and new public parking facilities. The remaining portions of the right-of-way will be landscaped to establish a continuous greenbelt and improve the visual character of the corridor.

To ensure safe and convenient access, the trail will cross Olympia Avenue, Contra Costa Avenue, and Tioga Avenue. Planned improvements at these intersections include curb extensions (bulb-outs) and raised, high-visibility crosswalks. Rectangular Rapid Flashing Beacons (RRFBs) are proposed at the Contra Costa Avenue crossing to further enhance pedestrian and bicyclist safety. High-visibility crosswalks will also be installed where the trail crosses the parking lot driveways at Ortiz Avenue and Redwood Avenue.

At the trail's southern terminus, improvements are proposed at State Route 218 to provide a safer and more direct connection to the existing Monterey Bay Sanctuary Scenic Trail. These improvements are identified as an Optional Service because they may ultimately be delivered as part of a separate project.

Improvements at the Playa Avenue intersection are not included within the scope of this project, as they are being implemented separately by Monterey-Salinas Transit (MST) as part of the Bus Rapid Transit (BRT) project currently under construction.

Upon completion, the Sand City Multi-Use Trail Project will create an attractive, mile-long linear park and non-motorized transportation facility. The project will provide new opportunities for walking, bicycling, recreation, fitness, and community gathering while enhancing connectivity, safety, and environmental quality throughout the corridor.

Task 1: Project Management

Task 1.1: General Project Management

Whitson Engineers will serve as the Consultant Team's Project Manager. Project management tasks will include:

- Prepare and update the project schedule
- Coordinate progress meetings
- Effectively communicate with City Staff regarding progress
- Coordinate with other agencies as needed
- Manage subconsultants
- Oversee all the project components listed in this Work Plan
- Budget, schedule, and resource management
- Ensure Quality Assurance and Quality Control Measures are completed
- Invoicing

Nathaniel Milam will serve as Whitson Engineer's Project Manager. Richard Weber and Andrew Hunter will provide quality control, design oversight, and constructability review.

Task 1.2: Progress Meetings

Coordinate the following meetings:

1. Kickoff meeting with the City and project team. The kickoff meeting will provide a project overview to the project team; introduce the project team to the city; review schedule, scope and cost controls; and set communication protocols.
2. Monthly coordination meetings for the duration of the project. Subconsultants will attend as needed. Progress meetings may be in person or via Teams/Zoom, as deemed appropriate.

Prepare meeting agendas and meeting minutes highlighting decisions made and action items, and will distribute them to the City and design team.

Task 1.2 Deliverables

- ✓ Meeting agendas
- ✓ Meeting minutes and action items

Task 1.3: Review of Existing Documents

Review project documents to understand the prior work performed and commitments made, outreach status and stakeholder engagement work completed, and ensure the final design effort is completed accordingly.

Project documents to review include environmental documentation; permits and agreements; available mapping and preliminary design drawings; stakeholder outreach materials, meeting summaries and correspondence; project memoranda; and other materials as provided by the City and as publicly available.

Task 1.3 Deliverables

- ✓ Memorandum outlining documents reviewed and any follow-up needed

Task 1.4 Field Review

1. Lead a field review with city staff and other parties (such as City of Seaside and TAMC) as determined by the city.
2. Perform additional field reviews as needed during the design phase.

Task 1.4 Deliverables

- ✓ Field review notes.

Task 1.5: Agreements and Permits

Caltrans Encroachment Permit (Optional Task)

An Encroachment Permit will be required in the event work is proposed within the Caltrans right of way at State Route 218, or affecting the intersection's operations (see Task 5). In this event, Whitson Engineers will prepare and submit the Caltrans Encroachment Permit Application and coordinate with Caltrans.

City of Seaside Encroachment Permit (Optional Task)

If a City of Seaside Encroachment Permit is required for preconstruction activities, Whitson Engineers will prepare and submit the Encroachment Permit Application and coordinate with the city.

TAMC Use Agreement (Optional Task)

Whitson Engineers will provide technical assistance to the City as requested for the TAMC Use Agreement. This may include review of legal descriptions and plats. (Preparation of legal descriptions and plats is included in Task 8.1.)

Task 1.5 Deliverables

- ✓ Permit Applications.

Task 2: Land Surveying

Task 2.1: Review Available Survey Data

Review available mapping to identify what additional survey work is needed for final design and permitting. Review will include project information provided by the city; utility system maps requested of and provided by utility owners; recorded maps available from the County Surveyor; and maps and as-builts provided by Sand City, Seaside, Caltrans and TAMC.

We understand the existing mapping consists of a 1"=40' scale, 1-foot-contour interval aerial survey; right of way mapping; and limited utility mapping.

We understand a pre-construction Record of Survey (for monument preservation) will be completed prior to construction by the City, and is therefore excluded from our scope.

Task 2.1 Deliverables:

- ✓ Memorandum (including site photographs and maps as applicable) outlining results of the review and providing recommendations for subsequent work.

Task 2.2: Supplemental Field Surveying (Optional Task)

This Task is identified as an Optional Task in the RFQ, however we anticipate supplemental surveying will be required for final design and permitting. Aerial mapping at a 1"=40' scale and 1-foot-contour interval is not sufficiently detailed where the proposed work will match existing improvements, particularly at the street intersections. Additionally, based on preliminary review of the mapping provided, additional boundary and utility mapping is anticipated.

The precise scope of this Optional Task is not known at this time, but may include:

1. Recover existing site control and search for additional record boundary monuments.
2. Review title information and plot the TAMC right of way, city street and highway rights of way, and adjacent parcels as appropriate. Review and plot easements and lease agreements, as applicable.
3. Set ground control point (GCP) targets throughout the project area for use as control and ground-truthing for a small Unmanned Aircraft System (sUAS, "Drone") survey.
4. Coordinate airspace authorization and conduct a sUAS mission to collect low-altitude nadir aerial photography of the site. Utilizing GCP's and RTK-GPS positioning, process the photography to produce a current, high-resolution digital orthophoto and digital surface model of the project corridor.
5. Conduct supplemental ground-based topographic surveys where needed for final design and permitting. Locate all observed site features including structures, hardscape improvements (pavements, curbs, gutters, walkways),

fences, surface and overhead utility structures, trees greater than 6" diameter (with approximate drip lines), terrain grade breaks, and spot elevations as appropriate for design. Where needed, measure storm drain and sanitary sewer invert elevations and note pipe sizes and directions within manholes within the project area.

6. Plot existing utility information based on utility owner maps and surveyed surface evidence (ASCE 38-02 "Utility Quality C").
7. Prepare an updated existing conditions base map for the project including the city-provided aerial mapping, updated boundary mapping, sUAS aerial imagery, supplemental survey information, and utility information.

Task 2.2 Deliverables

- ✓ Updated existing conditions base map (AutoCAD 2018 format)
- ✓ Rectified digital orthophoto (0.2' pixel resolution or better) in .JPG /.JGW or .TIF/.TFW format

Task 3: Final Landscape Design

BFS Landscape Architects will prepare the landscape architectural design for the project, advancing the current conceptual design through final Landscape Plans, Specifications, and Estimate (PS&E). Design elements include planting, irrigation, site furnishings, hardscape materials that are not covered by the civil design, and landscape restoration.

1. Prepare up to three alternative design concepts. The intent will be to obtain the city's direction on conceptual trail aesthetics and equipment selection before moving into final design.
2. Prepare 60%, 90% and 100% Drawings for review, permitting, bidding and construction. The following sheets are anticipated:

    Landscape Cover Sheet

    Landscape General Notes

    Landscape Construction Plan

    Landscape Layout Plan

    Site Furnishing &Trail Amenities Plan

    Landscape Construction Details

    Irrigation Plan

    Planting Plan

    Restoration Planting Plan

    Irrigation and Planting Details
3. Prepare 60%, 90% and 100% Construction Cost Estimates

4. Prepare 90% and 100% Specifications
5. Participate in design review meetings and incorporate review comments.

Task 3 Deliverables

- ✓ Up to three alternative landscape design concepts
- ✓ 60%, 90% and 100% Landscape PS&E

Task 4: Engineering Design

Geotechnical Engineering

Earth Systems will perform a geotechnical engineering investigation to identify and evaluate the subsurface soil and groundwater conditions at the site, and generate design-level engineering recommendations for development the project. Recommendations will be provided for site grading, drainage, infiltration, trenching and utilities, paving, and construction observations and testing.

Civil Engineering

Whitson Engineers will prepare the Civil Plans, Specifications and Estimates (PS&E) and supporting documents with primary submittals provided at the 60% (Draft), 90% (Plan Check) and 100% (Bid Set) stages. Each submittal will reflect the comments received from the prior submittal.

1. Prepare 60%, 90% and 100% Drawings for permitting, bidding and construction. The following sheets are anticipated:

General

Title Sheet and Location Map

General Notes, Legends and Abbreviations

Temporary Water Pollution Control Plan

Temporary Water Pollution Control Notes and Details

Civil

Key Map

Typical Sections

Demolition Plans

Construction Plans

Grading Plans (Plan and Profile Sheets)

Retaining Walls (if required)

Construction Details

Utility Plans

Construction Area Signs

Construction Staging (if required)

Signing and Striping Plans

Signing and Striping Notes, Details and Quantities

Summary of Quantities

2. Estimate 60%, 90% and 100% earthwork volumes.
3. Prepare 60%, 90% and 100% Construction Cost Estimates.
4. Prepare 60%, 90% and 100% Specifications.
5. Prepare 60%, 90% and 100% Storm Water Control Plan (SWCP) including required calculations, narrative, and exhibits.
6. Prepare 90% and 100% Storm Water Operation and Maintenance Plan (O&M Plan) outlining the long term, post-construction activities associated with the proposed Stormwater Control Measures (SCMs).

Electrical Engineering and Lighting Design

Aurum Consulting Engineers will prepare the project's electrical and lighting PS&E for the proposed trail and parking lots. Electrical and lighting PS&E will be prepared at the 60%, 90% and 100% stages.

We anticipate electrical service will be provided by PG&E. (Solar lights will be evaluated, but are not anticipated to be the most lifecycle-cost-effective alternative.)

We anticipate the project will use decorative gooseneck lights along the trail and either standard or decorative gooseneck lights at the proposed parking lots. Street lighting will also be evaluated for the street crossings.

Task 4 Deliverables

- ✓ Geotechnical Investigation Report and Geotechnical Review Letter
- ✓ 60%, 90% and 100% Civil and Electrical PS&E
- ✓ Storm Water Control Plan
- ✓ Storm Water Operation and Maintenance Plan

Task 5: Intersection Improvements at SR 218 (Optional Task)

Whitson Engineers and Hexagon Transportation Consultants will prepare PS&E and supporting documents for proposed changes to the intersection geometry and traffic signals at the intersection of State Route 218 and Del Monte Boulevard to accommodate the multi-use trail crossing the north leg of the intersection. Improvements would include a new bicycle signal and right-turn vehicle signals, curb bulb-outs and sidewalk widening for the multi-use trail connection along Del Monte

Boulevard, and associated vehicular lane modifications.

Hexagon Transportation Consultants will prepare the project's traffic signal design and PS&E should this optional task be awarded. Whitson Engineers will prepare the roadway PS&E and will collaborate with Hexagon to prepare the required Caltrans permit documents, which are anticipated to be primarily a Design Engineering Evaluation Report (DEER) and an Encroachment Permit.

Task 5 Deliverables

- ✓ 60%, 90% and 100% Engineering PS&E
- ✓ Design Engineering Evaluation Report (DEER)

Task 6: NEPA Support

Denise Duffy & Associates (DD&A), under subcontract to Whitson Engineers, will prepare the following environmental technical documentation to support Caltrans environmental review and final NEPA clearance for the project.

Biological Resources Report

DD&A will prepare a Biological Resources Report documenting existing biological resources within the project area, including common and special-status plant and wildlife species, and evaluating potential project impacts. The report will include an assessment of potential direct and indirect effects to Monterey spineflower and identify appropriate avoidance and minimization measures, such as environmentally sensitive area fencing, nesting bird surveys, construction avoidance measures, and other resource protection recommendations, as warranted

Area of Potential Effects (APE) Map

DD&A will retain Albion Environmental, Inc. to prepare the Area of Potential Effects (APE) Map in accordance with Caltrans Section 106 requirements and District 5 guidance.

Archaeological Survey Report (ASR)

DD&A will retain Albion Environmental, Inc. to prepare the Archaeological Survey Report (ASR) for the project. Extended archaeological investigations, Archaeological Evaluation Reports (AERs), Historic Resource Evaluation Reports (HRERs), Historic Resource Compliance Reports (HRCRs), historical architectural assessments, and Native American consultation support beyond the baseline ASR effort are excluded from this scope and may be completed through an amendment, if required.

Hazardous Waste Technical Memorandum

DD&A will retain Cornerstone Earth Group to prepare a Hazardous Waste Technical Memorandum consisting of a high-level hazardous materials screening sufficient to

satisfy Preliminary Environmental Study requirements. Additional hazardous materials investigations, site assessments, sampling, testing, or remediation planning are excluded from this scope and may be completed through an amendment, if required.

Environmental Commitment Record

DD&A will prepare an Environmental Commitments Record summarizing environmental commitments, avoidance and minimization measures, permit conditions, and mitigation requirements identified through technical studies and agency coordination. The commitments record will be provided in a format suitable for incorporation into project environmental documentation and construction specifications.

Task 6 Deliverables

- ✓ Biological Resources Report
- ✓ Area of Potential Effects (APE) Map
- ✓ Archaeological Survey Report (ASR)
- ✓ Hazardous Waste Technical Memorandum
- ✓ Environmental Commitment Record

Task 7: Community Outreach and Grant Support

Task 7.1: Community and Stakeholder Meetings and Outreach

Our team will support the City in its community outreach and stakeholder meetings by preparing maps, presentation graphics, and written information, and by attending meetings and participating in presentations to the City Council, the community, and stakeholders.

While the entire consultant team will support the city's community and stakeholder outreach effort, BFS will spearhead this task due to their ongoing history with the project, and expertise in supporting public outreach. Recognizing the significance of this project, and of continuing a robust outreach program, we propose the following:

Graphic Services

1. Prepare and update project overview exhibits.
2. Prepare up to three (3) corridor and vicinity maps.
3. Prepare up to six (6) illustrative site plans and enlarged project exhibits.
4. Prepare up to four (4) landscape character, planning, and material palette exhibits.
5. Prepare up to six (6) illustrative sections and design diagrams.
6. Prepare up to four (4) rendered perspectives or photo simulations, as

appropriate.

7. Prepare presentation boards and digital graphics for public meetings.
8. Prepare graphic exhibits supporting future grant applications, as requested.
9. Revise graphic materials in response to City, stakeholder, and agency comments.

Community Engagement Services

10. Attend one (1) project kickoff meeting.
11. Participate in up to six (6) stakeholder and community meetings/workshops.
12. Participate in up to four (4) City Council, Commission, or committee meetings, as requested.
13. Present landscape architectural concepts, graphics, and visual exhibits.
14. Respond to questions related to the landscape architecture and visual character of the Project.
15. Revise and update outreach materials in response to stakeholder and public input.

Task 7 Deliverables

- ✓ Maps, presentation graphics, and narrative information as noted
- ✓ Meeting attendance at meetings
- ✓ Meeting notes and action items

Task 7.2: Grant Support

Our team will provide technical support to the City in its search for future grant funding. Such technical support may include preparation of specific quantity and cost estimates, and cost/benefit analyses.

Task 8: Right of Way and Utilities (Optional Task)

Task 8.1: Right of Way

We understand the city is currently coordinating with the City of Seaside and TAMC to acquire rights via temporary construction easements and use agreements (no acquisition of private land is anticipated).

Therefore, this Optional Task entails preparation of legal descriptions and plats as may be requested by the city to support this effort.

Task 8.2: Utility Coordination

Provide Utility Coordination if needed to address utility conflicts. At this time we understand no utilities are anticipated to require relocation (no utilities are believed to exist within the TAMC right of way, except at the street crossings) and therefore no utility coordination is anticipated. Utility coordination, if required, could consist of preparation of Utility Verification Letter to Owner, Utility Conflict Plans, Utility Relocation Cost Estimates, Right of Way Data Sheet, Relocation Claim Letter to Owner, Report of Investigation, Utility Agreements, and Notice to Owner letters.

Task 9: Bid Phase Support

Our team will provide design support during the bidding phase of the project. Services may include:

1. Participate in a nonmandatory Pre-Bid Site Walk
2. Prepare Bid Addenda and responses to Bidder Inquiries
3. Revisions to the Plans and Specifications, if required
4. Review the bids received and prepare the Bid Summary

Assumptions

1. Project will be subject to review and approval by TAMC (Use Agreement), Sand City and City of Seaside (Encroachment Permits). No retaining walls (over 4-feet tall) will be needed, therefore no Building Permit will be required from Sand City or Seaside.
2. Project will be subject to review and approval by Caltrans only in the event Optional Task 5 is awarded.
3. The project will not be subject to Coastal Commission review.
4. Design and permitting will be completed within approximately 12 months.
5. Project will be subject to the Regional Post-Construction Requirements (PCRs) as well as city-specific drainage requirements.
6. The project SWPPP will be deferred and will be prepared by the construction contractor.
7. Caltrans Standard Special Provisions (SSPs) will be used as the specifications template.
8. Relocation of public utilities is not anticipated.
9. Other assumptions, as listed in our subconsultant proposals.

Exclusions

The following work is specifically excluded from the Engineer's Scope of Services:

1. Utility relocation design
2. Structural engineering (including retaining wall design)
3. Construction phase services
4. Other exclusions, as listed in our subconsultant proposals.

Project Schedule and Delivery Capacity

PROJECT SCHEDULE AND DELIVERY CAPACITY

Whitson Engineers and our subconsultant team have sufficient staffing to complete the project design and permitting within the 12 month schedule anticipated in the RFQ, assuming Optional Task 5 is not awarded. If Task 5 is awarded, we anticipate an additional 6 to 12 months may be needed for Caltrans permitting.

Task	Duration	Completion Date
Selection, Contract Negotiation and Notice to Proceed	2 months	August 2026
Kickoff, Document Review, and Supplemental Surveying	2 months	October 2026
60% Design	3 months	January 2027
90% Design	3 months	April 2027
100% Design	2 months	June 2027
NEPA Clearance and R/W Certification	2 months	August 2027

Our primary staff members' availability will be as follows:

Richard Weber – Principal Engineer – 5% availability
Andrew Hunter - Principal Engineer – 5% availability
Nathaniel Milam – Project Manager and Senior Design Engineer – 15% availability
Chuck Pugh – Survey Manager - 5% availability
Mike Hink – Land Surveyor – 5% availability
Brent Edelman – Civil Engineer – 20% availability
Emily Imfeld - Civil Engineer - 10% availability
Daniel Garrett – Associate Engineer – 10% availability
Hudson Wood - Assistant Engineer – 20% availability

References

References

Whitson Engineers is proud of its history of providing excellence in its professional services to a wide range of individual clients and public agencies. Almost without exception, new clients are the result of referrals from public agencies, other design professionals, and current clients. We invite you to contact the following references to learn more of our commitment to our clients and projects.

City of Seaside
Seaside, CA

Thomas Korman, PE, LS
Public Works Director/City Engineer
TKorman@ci.seaside.ca.us
(831) 899-6884

City of Monterey
Monterey, CA

Andrew Easterling, PE, TE, PTOE
Deputy Public Works Director/ City Engineer
easterling@monterey.org
(831) 242-8752

Transportation Agency for Monterey County (TAMC)
Salinas, CA

Todd Muck
Executive Director
todd@tamcmonterey.org
(831) 7775-4407

Addenda

Acknowledgement

ATTACHMENT C
ADDENDA ACKNOWLEDGEMENT

CITY OF SAND CITY

Multiuse Trail Project Final Design Request for Proposals

ACKNOWLEDGEMENT OF ADDENDA

The undersigned acknowledges the Bidder's receipt of the following addenda to this RFP and has incorporated information or changes in said addenda within its submittal (if no addenda were received, write "None" in the first blank):

Addendum No: _____ No addenda have been issued.	**Dated:** _____
Addendum No: _____	**Dated:** _____
Addendum No: _____	**Dated:** _____
Addendum No: _____	**Dated:** _____
Addendum No: _____	**Dated:** _____

Note: It is the Bidder's responsibility to ensure it receives all addenda which are posted on the City of Sand City website at Requests for Proposals | Sand City, CA

Authorized Official Signature

7/6/2026
Date of Signature

Richard Weber
Authorized Official Name

President
Authorized Official Title

Business Name of Bidder: Whitson and Associates, Inc. DBA Whitson Engineers
(Signer must match authorized official shown on Bidder Information)

Disclosure of Lobbying Activities

Not Applicable to Whitson Engineers

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

☐ a. contract
☐ b. grant
☐ c. cooperative agreement
☐ d. loan
☐ e. loan guarantee
☐ f. loan insurance

2. Status of Federal Action:

☐ a. bid/offer/application
☐ b. initial award
☐ c. post-award

3. Report Type:

☐ a. initial
☐ b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$ _____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):

☐ a. cash
☐ b. in-kind; specify: nature _____
Value _____

14. Type of Payment (check all that apply)

☐a. retainer
☐b. one-time fee
☐c. commission
☐d. contingent fee
☐e. deferred
☐f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: ☐ **Yes** ☐**No**

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (Ml).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

Appendix

Scope of Services

Project Name: Sand City Multi Use Trail Project
Date: June 30, 2026
Prime Consultant: Whitson Engineers

Project Understanding

BFS Landscape Architects appreciates the opportunity to continue our involvement with the Sand City Multiuse Trail Project as a subconsultant to Whitson Engineers. Having prepared the original 30% landscape architectural design, BFS brings a thorough understanding of the project's vision, corridor character, stakeholder input, and design objectives. This continuity allows the team to efficiently advance the landscape architecture through final Plans, Specifications, and Estimate (PS&E) while maintaining the design intent established during the initial planning effort.

The Sand City Multiuse Trail will complete a critical gap in the Monterey Bay Coastal Recreation Trail while enhancing regional connectivity, multimodal transportation, and the public realm through thoughtfully integrated landscape improvements, site amenities, planting, irrigation, and wayfinding. BFS recognizes that successful project delivery will require close coordination with the engineering and environmental teams, as well as preparation of clear, compelling graphics to support stakeholder engagement, environmental documentation, and future grant funding opportunities. Our familiarity with the existing design enables BFS to efficiently refine the landscape improvements while providing the technical and visual support necessary to advance the project through final design.

1.0 Landscape Architecture Design

Task 1.1: Landscape Architecture Design

BFS Landscape Architects shall prepare the landscape architectural design for the Project, advancing the existing conceptual design through final Plans, Specifications, and Estimate (PS&E). Services shall include preparation of planting, irrigation, site furnishings, hardscape materials, landscape restoration, and landscape construction details coordinated with the engineering design and other project disciplines. Coordination associated with environmental documentation, agency consultation, and incorporation of environmental commitments into the landscape design is included under Task 1.2.

Landscape construction documents shall be prepared through the 60%, 90%, and Final PS&E milestones, incorporating review comments from the City, stakeholder agencies, regulatory agencies, and the consultant team.

Landscape Construction Plan Set

- Landscape Cover Sheet
- Landscape General Notes
- Landscape Construction Plan
- Landscape Layout Plan
- Site Furnishing &Trail Amenities Plan
- Landscape Construction Details
- Irrigation Plan
- Planting Plan
- Restoration Planting Plan

- Irrigation and Planting Details
- Opinion of Probable Landscape Construction Cost
- Technical Specifications

60% Design Development

- Refine the conceptual landscape design into a coordinated preliminary construction document package.
- Develop the preliminary landscape construction plan set, quantities, and opinion of probable construction cost.
- Participate in design review meetings and incorporate review comments.

90% PS&E

- Advance the landscape construction documents to near-final design.
- Complete construction details, technical specifications, quantities, and updated opinion of probable construction cost.
- Incorporate interdisciplinary coordination and agency review comments

100% Final PS&E

- Finalize bid-ready landscape construction documents.
- Finalize technical specifications, quantities, and opinion of probable construction cost.
- Address final review comments and support preparation of the complete PS&E package.

Deliverables

The Landscape Construction Plan Set shall be developed and submitted at the 60%, 90%, and Final PS&E milestones, with each submittal incorporating the appropriate level of design refinement, technical specifications, quantities, cost estimates, and review comments.

Task 1.2: Environmental Design Coordination

BFS Landscape Architects shall provide environmental design coordination to support preparation of the Project's environmental documentation and integration of environmental requirements into the landscape design. As technical studies and agency recommendations are developed, BFS shall coordinate with Whitson Engineers, the environmental consultants, and regulatory agencies to evaluate potential impacts to the landscape improvements and revise the landscape construction documents, as necessary.

Coordination Activities

- Participate in environmental coordination meetings.
- Review biological, cultural, and environmental technical recommendations affecting the landscape design.
- Coordinate with the environmental consultant team during preparation of the NEPA documentation.
- Incorporate environmental commitments and permit requirements into the landscape construction documents.
- Revise landscape plans and specifications in response to environmental review and agency comments.

Deliverables

- Participation in environmental coordination meetings.
- Review of environmental technical studies and agency recommendations.
- Landscape revisions supporting environmental documentation and permit requirements.
- Responses to environmental and agency review comments.
- Participate in project coordination meetings in support of the environmental review process.

2.0. Public Outreach & Graphic Communications

Task 2.1 Public Outreach Graphics & Visual Communication

BFS Landscape Architects shall support Whitson Engineers and the City of Sand City by preparing graphic materials and visual exhibits to communicate the Project's design intent throughout environmental review, final design, public outreach, and future grant application efforts. Graphics shall build upon the previously completed 30% landscape design and be refined to support stakeholder coordination, City presentations, and funding opportunities.

Graphic Services

- Prepare and update project overview exhibits.
- Prepare up to three (3) corridor and vicinity maps.
- Prepare up to six (6) illustrative site plans and enlarged project exhibits.
- Prepare up to four (4) landscape character, planting, and material palette exhibits.
- Prepare up to six (6) illustrative sections and design diagrams.
- Prepare up to four (4) rendered perspectives or photo simulations, as appropriate.
- Prepare presentation boards and digital graphics for public meetings.
- Prepare graphic exhibits supporting future grant applications, as requested.
- Revise graphic materials in response to City, stakeholder, and agency comments.

Deliverables

- Project overview exhibits
- Corridor and vicinity maps
- Illustrative site plans
- Landscape character exhibits
- Material and planting palette boards
- Illustrative sections and design diagrams
- Perspective renderings and photo simulations (as required)
- Presentation boards
- Digital presentation graphics
- Grant application graphics and visual exhibits (as requested)

Task 2.2 Community & Stakeholder Meeting Support

BFS shall support Whitson Engineers during stakeholder coordination and City-led community outreach activities by attending meetings and presenting landscape architectural and design-related information, as requested.

Community Engagement Services

- Attend one (1) project kickoff meeting.
- Participate in up to six (6) stakeholder and community meetings/workshops.
- Participate in up to four (4) City Council, Commission, or committee meetings, as requested.
- Present landscape architectural concepts, graphics, and visual exhibits.
- Respond to questions related to the landscape architecture and visual character of the Project.
- Revise and update outreach materials in response to stakeholder and public input.

Deliverables

- Meeting attendance and presentation support.
- Updated presentation materials.
- Revised graphic exhibits incorporating stakeholder and public input.
- Meeting presentation graphics.

3.0 Bidding Support

Task 3.1 Bidding Support

BFS Landscape Architects shall provide landscape architectural support during the bidding phase of the Project. Services shall include assisting Whitson Engineers with responses to bidder questions, preparation of clarifications related to the landscape architectural improvements, and revisions to the landscape construction documents, as necessary, to support the bidding process.

Bidding Support Services

- Review bidder Requests for Information (RFIs) related to the landscape architectural improvements.
- Assist Whitson Engineers with preparation of landscape-related bid clarifications.
- Revise landscape plans, details, specifications, and opinion of probable construction cost, as required.
- Support preparation of landscape-related bid addenda.
- Provide technical consultation to Whitson Engineers throughout the bidding period.

Deliverables

- Landscape-related responses to bidder questions and RFIs.
- Landscape-related bid clarifications and addenda.
- Revised landscape construction documents, as required.
- Revised opinion of probable landscape construction cost, if required.

4.0. Assumptions & Exclusions

- This scope and fee are based on the services described herein and assume a continuous project schedule without significant delays.
- BFS shall provide landscape architectural services as a subconsultant to Whitson Engineers and shall coordinate directly with the Prime Consultant unless otherwise directed.
- BFS shall build upon the existing 30% landscape architectural design previously prepared for the Project.
- BFS assumes the existing 30% landscape architectural design, survey information, and supporting technical documents provided by others are suitable for advancement through final design.
- Landscape architectural services are limited to the preparation of landscape construction documents and associated coordination described in this scope.
- Environmental coordination is limited to review of technical studies, participation in coordination meetings, and incorporation of environmental commitments into the landscape design. Preparation of environmental technical studies, permit applications, and environmental documentation shall be provided by others.
- Civil engineering, surveying, traffic engineering, structural engineering, utility engineering, geotechnical engineering, environmental studies, permitting, utility coordination, and right-of-way services shall be provided by others.
- Public outreach services assume participation in the meetings identified within this scope. Additional meetings or significant revisions resulting from expanded public outreach shall be considered additional services.
- Graphic services are based on refinement of the existing project exhibits and preparation of the graphics identified in this scope. Additional renderings, animations, videos, or visualization services beyond those identified herein are excluded unless specifically requested.
- Grant application support is limited to preparation of graphic exhibits and visual materials. Preparation of grant narratives, technical analyses, application forms, and supporting funding documentation shall be provided by others.
- Bidding support is limited to the services identified in Task 3. Construction administration, construction observation, shop drawing review, submittal review, record drawings, and construction phase services are excluded.
- This scope assumes one (1) coordinated review cycle at each design milestone (60%, 90%, and Final PS&E). Additional review cycles or redesign resulting from changes in project direction shall be considered additional services.

- Services associated with redesign resulting from changes in project scope, unforeseen site conditions, regulatory changes, or agency requirements beyond those reasonably anticipated are excluded and may be provided as additional services.
- Printing, reproduction, mounting, and delivery of presentation materials beyond standard electronic deliverables are excluded unless specifically requested.
- This scope assumes the number of meetings, graphic exhibits, and design iterations identified herein. Additional meetings, presentation materials, graphic exhibits, or design alternatives beyond those identified in this scope shall be considered additional services.

END OF SCOPE

SCOPE OF WORK FOR ENVIRONMENTAL DOCUMENTATION AND REGULATORY PERMITTING FOR THE SAND CITY MULTI-USE BIKE TRAIL FINAL DESIGN PROJECT

Prepared June 18, 2026

Task 1. Project Management

Task 1.2 Progress Meetings

DD&A will support Whitson Engineers with project coordination and progress meetings throughout the duration of the project. DD&A staff will attend the project kick-off meeting at Sand City Hall and participate in monthly coordination meetings, as requested by Whitson Engineers. Meeting participation may include in-person attendance, teleconferences, or video-based meetings, as appropriate.

DD&A will provide technical input within its areas of expertise, coordinate with project team members, and assist Whitson Engineers in addressing action items and project-related issues. DD&A will review meeting agendas, meeting minutes, and other coordination materials prepared by Whitson Engineers, as necessary, to support effective communication and project progress.

Task 1.3 Review of Existing Documents and Environmental Impact Report

DD&A will support Whitson Engineers in reviewing existing project documentation, environmental compliance records, and related technical materials relevant to project development and environmental clearance. DD&A will review available project information, including the Project Description, Notice of Exemption (NOE), Preliminary Environmental Study (PES), and other environmental documentation provided by the City, Caltrans, or Whitson Engineers.

DD&A will provide technical input regarding environmental constraints, permitting considerations, stakeholder concerns, and regulatory requirements within its areas of expertise. As requested by Whitson Engineers, DD&A will assist in evaluating environmental commitments, identifying potential environmental issues requiring consideration during project development, and preparing technical information necessary for Caltrans review and final NEPA clearance. Coordination with Whitson Engineers and other team members will be conducted throughout the review process to support project objectives and regulatory compliance.

Task 1.4 Field Review of Project Alignment

DD&A will support Whitson Engineers during field reviews of the proposed project alignment, as requested. DD&A staff will participate in site visits and alignment walk-throughs with Whitson Engineers, City staff, and other project stakeholders, as appropriate. During field reviews, DD&A will identify and document environmental constraints, biological resources, permitting considerations, and other site conditions within its areas of expertise that may affect project design, environmental

compliance, or implementation. DD&A will provide technical input and recommendations to Whitson Engineers to support project development and environmental review.

Task 1.5 Agreements and Permits

As requested, DD&A will assist with coordination and consultation with federal, state, and local resource agencies regarding biological resources, jurisdictional resources, environmental compliance, and permitting requirements within its areas of expertise.

DD&A will provide technical information, environmental documentation, permit application support, and agency coordination assistance necessary to support permit and agreement preparation by Whitson Engineers. Support may include assistance related to Caltrans encroachment permit requirements, City encroachment permits, TAMC agreements, and other environmental permits or approvals determined to be necessary during project development. DD&A's role will be limited to environmental and regulatory support services coordinated through Whitson Engineers.

Task 4. Engineering Design (PS&E)

Task 4.2.6 Caltrans Environmental Certification and Commitments Record

At the request of the City and Whitson Engineers, DD&A will prepare environmental technical documentation necessary to support Caltrans environmental review and final NEPA clearance for the project. Work will be performed in accordance with the approved Project Description, Preliminary Environmental Study (PES), and applicable Caltrans requirements.

Biological Resources Report: DD&A will prepare a Biological Resources Report documenting existing biological resources within the project area, including common and special-status plant and wildlife species, and evaluating potential project impacts. The report will include an assessment of potential direct and indirect effects to Monterey spineflower and identify appropriate avoidance and minimization measures, such as environmentally sensitive area fencing, nesting bird surveys, construction avoidance measures, and other resource protection recommendations, as warranted.

Area of Potential Effects (APE) Map: DD&A will retain Albion Environmental, Inc. to prepare the Area of Potential Effects (APE) Map in accordance with Caltrans Section 106 requirements and District 5 guidance.

Archaeological Survey Report (ASR): DD&A will retain Albion Environmental, Inc. to prepare the Archaeological Survey Report (ASR) for the project. Extended archaeological investigations, Archaeological Evaluation Reports (AERs), Historic Resource Evaluation Reports (HRERs), Historic Resource Compliance Reports (HRCRs), historical architectural assessments, and Native American consultation support beyond the baseline ASR effort are excluded from this scope and may be completed through an amendment, if required.

Hazardous Waste Technical Memorandum: DD&A will retain Cornerstone Earth Group to prepare a Hazardous Waste Technical Memorandum consisting of a high-level hazardous materials screening sufficient to satisfy Preliminary Environmental Study requirements. Additional hazardous materials investigations, site assessments, sampling, testing, or remediation planning are excluded from this scope and may be completed through an amendment, if required.

Environmental Commitment Record: DD&A will prepare an Environmental Commitments Record summarizing environmental commitments, avoidance and minimization measures, permit conditions, and

mitigation requirements identified through technical studies and agency coordination. The commitments record will be provided in a format suitable for incorporation into project environmental documentation and construction specifications.

DD&A will coordinate environmental deliverables with Whitson Engineers and Caltrans, as necessary, to support final environmental approval of the project.

DD&A Staff & Availability

Matt Johnson, Senior Project Manager/Environmental Scientist. Availability: 25%.

Jami Colley, Senior Environmental Scientist. Availability: 25%.

DD&A References

Client: California American Water
Contact: Scott Ottmar, P.E., Senior Project Engineer, 831.737.5505, Scott.ottmar@amwater.com
Services: DD&A has prepared numerous Biological Resources Reports for California American Water for various regulatory agencies, including a recent report for slant well installation for the Sand City Desalination Plant located in Sand City.

Client: Monterey One Water
Contact: Tom Kouretas, P.E., Associate Engineer, 408.529.3618, tomkouretas@my1water.org
Services: DD&A has prepared numerous Biological Resources Reports for Monterey One Water for various regulatory agencies, including a recent report for the Monterey One Water Treatment Plant on West Bay Street in Sand City.

Client: Transportation Agency for Monterey County
Contact: Janneke Strause, Associate Transportation Planner, 831.775.4410, janneke@tamcmonterey.org
Services: DD&A conducted field assessments; prepared a biological resources report, arborist report, and biological assessment for the MSTSurf! project; facilitated communication and coordination between MST and regulators, including the U.S. Fish and Wildlife Service and the California Coastal Commission; and assisted MST in preparing permit applications and acquiring a Biological Opinion and Coastal Development Permit for MSTSurf!.

June 30, 2026
(Revised July 1, 2026)

Proposal No.: SAL-26-06-009

Whitson Engineers
Attn: Nathaniel Milam, PE
6 Harris Court
Monterey, CA 93940

PROJECT: SAND CITY MULTI-USE TRAIL
DEL MONTE BOULEVARD
SAND CITY, CALIFORNIA

SUBJECT: Proposal for a Geotechnical Engineering Report

Dear Mr. Milam:

As requested, Earth Systems Pacific (Earth Systems) is pleased to present this proposal to prepare a geotechnical engineering report for the proposed multi-use trail to be located along Del Monte Boulevard, in Sand City, California. The project area is located within a Transportation Agency for Monterey County (TAMC) railroad right-of-way. The right-of-way runs parallel to Del Monte Boulevard. The area to be explored encompasses approximately one mile of new trail starting near Canyon Del Rey Boulevard and ending at Playa Avenue.

The site is located within a seismically active area but is outside an Alquist-Priolo Earthquake Fault Rupture Zone as delineated by the State of California. A review of geological maps indicates the site is underlain by coastal terrace deposits (Qcto), as described by Clark et. al. (1997). A review of the Monterey County Hazards Map indicates that the site is located within an area evaluated to have low liquefaction and low landslide hazards. The site area has not been evaluated by the State of California for liquefaction and landslide hazards. Additional evaluation of geologic hazards at the site is beyond the scope of work proposed herein.

Geotechnical Engineering

The purpose of Earth Systems' geotechnical engineering investigation would be to identify and evaluate the subsurface soil and groundwater conditions at the site, and to use that information to generate design-level soil engineering recommendations for the proposed multi-use trail. Earth Systems proposes to evaluate subsurface soil conditions at the site by drilling exploratory borings using a track-mounted drill rig. During the drilling process, we would log soil conditions and collect samples of subsurface soils for laboratory testing.

Selected soil samples collected from our borings would be tested in our laboratory to measure the index and strength properties pertinent to the development. Using the data collected from the subsurface exploration and laboratory testing, engineering analysis would be performed to develop conclusions which would be used to generate recommendations for site preparation and grading. Further details of the scope of work are described below:

A. Site reconnaissance by our staff geologist/engineer to evaluate access conditions and mark tentative locations of the proposed borings prior to contacting Underground Service Alert who would be responsible for marking the locations of the known utilities within the marked areas. This step is required by the law and the purpose of this exercise is to minimize the chances of drilling through/damaging any existing utility lines.

B. Exploration and evaluation of the subsurface conditions through drilling of four to five borings to depths of 5 to 10 feet below ground surface (bgs). Subsurface conditions encountered in the boreholes would be described by our staff engineer/geologist supervising the drilling process to create a continuous log. The boring logs would include a description of soil encountered including: color, major and minor components, USCS classification, changes in soil conditions with depth, qualitative moisture content, consistency/density and plasticity, sampler type, and sampling depths and laboratory test results. Copies of the boring logs would be included in the report. Soon after collecting the final sample from the borings the borehole would be backfilled with drill cuttings.

C. Laboratory analysis of selected samples collected during our exploratory program. Anticipated tests would include Atterberg limits, gradation analysis, R-value, dry density, and moisture content. The actual types and numbers of tests performed would depend on the subsurface conditions encountered.

D. The field and laboratory data would be reviewed by a Registered Engineer and evaluated with respect to development of criteria for site preparation and grading, exterior concrete flatwork, backfilling of utility trenches, management of site drainage and finish improvements, and required geotechnical observation and testing.

E. Engineering analysis of the data generated from this subsurface exploration, resulting in the compilation of a written report presenting our conclusions and geotechnical engineering recommendations and design criteria for the proposed multi-use trail. The following items would be addressed in the report:

- Soil and groundwater conditions encountered at the site,
- Expansion potential of near surface soil at the site,
- Preparation of the site prior to grading,
- Grading criteria and suitability of onsite soils as engineered fill,
- Exterior concrete flatwork,
- Utility trench backfills,
- Surface drainage and finish improvements,
- Geotechnical observation and testing.

Evaluation of the site geology; analysis of the soil for percolation rates, corrosivity, contaminants or other chemical properties; construction issues within the domain of contractors; and any other services not specifically noted in the preceding paragraphs are beyond the scope of the proposed work.

FEES

(fees intentionally omitted from submitted SOQ.)

SCHEDULE AND CONDITIONS

The fees and conditions of this proposal will remain in effect for a period of 90 days. Earth Systems is prepared to assign personnel to your project upon receiving written authorization. Field work will be scheduled within three to four weeks (drilling subcontractor availability). The laboratory testing will take approximately 7 to 10 working days from the date of field exploration. The final report should be available within approximately three weeks following completion of laboratory testing. Preliminary information can be provided to the client and design professionals as soon as it is available.

Prior to initiating the subsurface investigation, Underground Service Alert will be contacted to locate utilities that fall within their scope of services. Earth Systems will contract with a private utility locater to assist with location of onsite utilities. However, responsibility for accurate location of underground utilities lies with the client, and Earth Systems Pacific shall not be held responsible for damage resulting from the incomplete or inaccurate identification of underground utilities.

It is our understanding that the project is subject to California Prevailing Wage Law. For your convenience in setting up the project, we have included our DIR registration numbers below.

DIR Public Works Registration Numbers

Legal Name	Registration Number	License Type*	Registration Date	Expiration Date
Earth Systems Pacific	1000003643	N100143	6/7/2018	6/30/2027

*Professional Corporation License Number assigned by DIR March 27, 2015

Please note that effective August 1, 2016, we are required to submit certified payrolls for all Prevailing Wage projects via eCPR. In order to upload certified payrolls to the State's website, the project's DIR number is necessary. Please complete the attached SB 854 DIR and eCPR Compliance Information Request form and return to our office at your earliest convenience.

If the client finds the proposed scope of work, terms (attached), and fees satisfactory, the return of the attached work order, signed and dated by the party responsible for payment, along with the requested retainer, will constitute authorization for work on the project to begin. A verbal authorization will expedite the scheduling of drilling equipment. This agreement can be terminated by either party upon notification in writing. Earth Systems' responsibility for the project will end upon completion of the services described herein or termination of the agreement, unless authorization to perform additional work and agreement for payment thereof is provided by the client.

We thank you for your consideration of Earth Systems for this project. Please feel free to contact the office at your convenience if you have any questions or require additional information.

Sincerely,

Earth Systems Pacific

Michelle Garcia, CEG
Associate Engineering Geologist

Brett Faust, CEG 2386
Vice President

Attachments: Work Order
Terms of Services
Prevailing Wage & Accounts Payable Information Request

EARTH SYSTEMS
1514 Moffett Street, Suite A | Salinas, CA 93905 | (831) 240-4624 | www.earthsystems.com

WORK ORDER

EARTH SYSTEMS PACIFIC ("CONSULTANT") AND CLIENT AGREE TO A WORK ASSIGNMENT FOR EARTH SYSTEMS PACIFIC AS FOLLOWS:

Date: June 30, 2026
(Revised July 1, 2026)

Proposal Number: SAL-26-06-009
Doc. Number: 2606-019.PRP.REV1

Name of Project: Sand City Mixed Use Trail

Order Received by: Michelle Garcia

Client Name: Whitson Engineers, Attn: Mr. Nathaniel Milam

Client Address: 6 Harris Court, Monterey, California

Location of Project: Sand City, California

Scope of Services: Geotechnical Engineering Report

Estimated Fee: [redacted]

I have read and agree to all terms of this document, including the attached terms for services (7/2017).

AGREED TO AND ACCEPTED:

Earth Systems Pacific

Brett Faust, CEG 2386
Vice President

July 1, 2026
Date

Client (Party responsible for payment)

by Authorized Representative (please print)

Signature and Title

Date

Telephone Number

Email Address

PLEASE RETURN A SIGNED COPY TO EARTH SYSTEMS PACIFIC

IF THE CLIENT DOES NOT OWN THE PROPERTY, PLEASE FILL IN THE PROPERTY OWNER'S NAME AND ADDRESS:

Name:

Address:

*Rates are subject to change due to changes in prevailing wage law or its application. In the event that it is determined or alleged that Prevailing Wage Law applies to any additional aspect of the project, the client agrees to pay Earth Systems Pacific (Consultant) any and all additional compensation necessary to adjust Consultant's wage, to pay any penalties that may be levied against Consultant due to alleged noncompliance with the Prevailing Wage Law, and to pay for apprentices, supervision, certified payrolls, and other administrative costs as necessary to comply with Prevailing Wage Law. In the event that work thought to be subject to prevailing wage is determined not to be subject to prevailing wage, no refund of fees will be given.

July 2026 Fee Schedule

TERMS FOR SERVICES

1. INVESTIGATION, MONITORING & INSPECTION If the services include monitoring or inspection of soil, construction and/or materials, Client shall authorize and pay for Consultant to provide sufficient observation and professional inspection to permit Consultant to form opinions according to accepted statistical sampling methods as to whether the work has been performed in accordance with recommendations. Such opinions, while statistically valid, do not guaranty uniformity of conditions or materials. Similarly, soils and geology investigations do not guaranty uniformity of subsurface conditions. Client hereby represents and warrants that it has provided and shall provide to Consultant all information and sufficient advance notice necessary in order for Consultant to perform the appropriate level of services. No statement or action of Consultant can relieve Client's contractors of their obligation to perform their work properly. Consultant has no authority to stop the work of others.

2. SITE ACCESS & UTILITIES Client has sole responsibility for securing site access and locating utilities.

3. BILLING AND PAYMENT Client will pay Consultant the proposal amount or, if none is stated, according to the fee schedule attached to the proposal. Payment is due on presentation of invoices, and is delinquent if Consultant has not received payment within thirty (30) days from date of an invoice. Client will pay an additional charge of 1 1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount that is disputed in good faith. Each payment will first be applied to accrued interest, costs and fees and then to the principal unpaid amount. All time spent and expenses incurred (including any in-house or outside attorney's fees) in connection with collection of any delinquent amount will be paid by the Client to Consultant per Consultant's current fee schedule. Services to be performed by Consultant hereunder which are not set forth in this proposal and/or Work order are additional services. Any additional services provided by Consultant shall be subject to the terms of this contract and charged per Consultant's current fee schedule.

4. OWNERSHIP OF DOCUMENTS Consultant owns all documents it creates and grants Client limited license to use the documents for the purposes stated in the documents. Consultant reserves the right to withhold delivery of documents to Client until payment in full of current invoices has been received.

5. TERMINATION This agreement may be terminated by either party effective 7 days from the date of written notice, or if the client suspends the work for three (3) months. In the event of termination, Consultant will be paid for services performed prior to the date of termination plus reasonable termination expenses. If Consultant has not received payment for any invoice within 30 days from the date of the invoice, or in the event of anticipatory breach by Client, Consultant may suspend performance of its services immediately and may terminate this contract.

6. RISK ALLOCATION In order for Client to obtain the benefit of a fee which includes a lesser allowance for compensating Consultant for its litigation risk, Client agrees to indemnify, hold harmless and defend Consultant, its agents, employees, or officers, from and against any and all loss, claim, expenses, including attorney's fees, injury, damages, liability or costs arising out of non-design services (i.e., services other than as defined by Civil Code Section 2784) performed by Consultant on this project, except where such loss injury, damage, liability, cost, expenses or claims are the result of the sole negligence or willful misconduct of Consultant. Regarding any loss due to the negligence or willful misconduct of Consultant, or any loss due to design defects, Client agrees to limit the total aggregate liability of Consultant, its agents, employees, and officers to Client, and to all construction contractors and subcontractors on the entire project, to the greater of $25,000.00 or total fees charged by Consultant. Client further agrees to require of the contractor and his subcontractors an identical limitation of Consultant's liability for damage suffered by the contractor or the subcontractor arising from any alleged breach or negligence of Consultant. You should consult with an attorney experienced in construction contracts and litigation regarding this provision.

7. HAZARDOUS MATERIALS Consultant is responsible only for hazardous materials brought by Consultant onto the site. Client retains ownership and responsibility in all respects for other hazardous materials and associated damage.

8. THIRD PARTIES AND ASSIGNMENT This Contract is intended only to benefit the parties hereto. No person who is not a signatory to this Contract shall have any rights hereunder to rely on this Contract or on any of Consultant's services or reports without the express written authorization of Consultant. This Contract shall not be assigned by Client without the Consultant's written consent. This Contract is binding on any successor companies to Client or Consultant, and on the surviving corporation in the event of a merger or acquisition.

9. GOVERNING LAW, SURVIVAL AND FORUM SELECTION The contract shall be governed by laws of the Federal Government. If any of the provisions contained in this agreement are held invalid, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnities, representations and warranties by Client will survive termination of this agreement. The signatories represent and warrant that they are authorized by the entities on whose behalf they sign to enter into this contract and that their principals have filed fictitious business name statements, if required. All disputes between Consultant and client related to this agreement will be submitted to the court of the county where Consultant's principal place of business is located and client waives the right to remove the action to any other county or judicial jurisdiction.

EARTH SYSTEMS
1514 Moffett Street, Suite A | Salinas, CA 93905 | (831) 240-4624 | www.earthsystems.com

Prevailing Wage and Accounts Payable Information Request

Thank you for this opportunity to be of service on your public works project. Please complete and return this form to allow us to comply with California's prevailing wage requirements, and to prepare Earth Systems' invoices in accordance with your organization's billing requirements in a timely manner. Thank you!

Legal Name of Earth Systems PWC Registration No.	**Earth Systems Pacific** **1000003643**
Earth Systems Project No.	

PUBLIC WORKS PROJECT REGISTRATION INFORMATION:

CLIENT'S PROJECT NAME	Sand City Mixed Use Trail
DIR PROJECT ID (PWC-100)	
APPLICABLE BID ADVERTISEMENT DATE	
CLIENT'S REPRESENTATIVE FOR DIR PROJECT ID INFORMATION	Name: E-mail: Phone No.:
LABOR COMPLIANCE PROGRAM (LCP) APPLICABLE TO THIS PROJECT?	Yes or No If yes, please confirm if Earth Systems will be subject to the LCP and provide a copy of the LCP manual to Earth Systems before start of project.

CLIENT'S BILLING REQUIREMENTS:

PURCHASE ORDER NO. (if applicable)	
ADDITIONAL INFORMATION REQUIRED ON INVOICES	
SPECIFY ANY ADDITIONAL FORMS OR BILLING FORMATS REQUIRED TO BE SUBMITTED WITH INVOICES (please attach example)	
ACCOUNTS PAYABLE CONTACT INFORMATION	Name: E-mail: Phone No.:
INVOICE DELIVERY METHOD	E-mail: Mailing Address:
Date	July 1, 2026

Doc. No.: 2606-019.PRP.REV1/ta

Traffic Signal Design Services for the Sand City Multi-Use Trail Project in Sand City, California

Project Understanding

Hexagon Transportation Consultants, Inc. will provide traffic signal design services to the Whitson Engineers team for the City of Sand City Multi-Use Trail Final Design project.

The approximately one-mile trail will close a gap in the Monterey Bay Coastal Recreation Trail, extending from the Canyon Del Rey Boulevard (SR 218)/Del Monte Avenue intersection in Seaside to Playa/California Avenue in Sand City. Traffic signal modifications, including new bicycle signals, will be required to accommodate the trail crossing and intersection improvements described below.

Hexagon's scope includes the following tasks:

- Traffic signal modification design at the Canyon Del Rey Boulevard (SR 218) and Del Monte Avenue intersection (located in the City of Seaside) to accommodate the multi-use trail crossing, including a new bicycle signal and right-turn vehicle signals for the raised bike lane positioned to the right of the right-turn-only lane, and associated signal head, signal pole, conduit, and detection modifications resulting from the bike signal improvements and the new curb bulb out at the northeast corner.
- Coordination with and permitting through Caltrans District 5 for the work within SR 218 right-of-way, including the encroachment permit and the anticipated Design Engineering Evaluation Report (DEER) process for the intersection modifications.
- Review of the signing and striping plans prepared by Whitson Engineers for conformance with the traffic signal modification design at the intersection.
- Traffic engineering assistance to Whitson Engineers throughout the course of the project including technical input for the project's community and stakeholder outreach efforts.

It is our understanding that the civil, landscape, environmental, and survey components of the project, including the trail design, grading, drainage, trailside parking lots, curb ramps, curb bulb-outs, and the signing and striping plans, will be designed by Whitson Engineers and its other subconsultants, and that Whitson Engineers will manage all plan submittals and coordination with the City of Sand City and the stakeholder jurisdictions (City of Seaside, TAMC, and Caltrans).

Work Scope

Design Standards

The plans will be designed in accordance with all applicable federal, state, and local regulations and standards, such as, the *California Manual on Uniform Traffic Control Devices* (CA MUTCD) requirements, the *Americans with Disabilities Act* (ADA) requirements, Caltrans Standard plans and Specifications, etc. In addition, Hexagon will ensure that equipment specified on the plans is in accordance with City of Seaside preferences.

Traffic Signal Improvement Plans

Traffic signal improvement plans will be developed for the intersection of Canyon Del Rey Boulevard (SR 218) and Del Monte Avenue.

Signal Interconnect Plans

Since the existing controller cabinet at the intersection does not appear to be affected by the proposed improvements, it is assumed that any existing signal interconnect cables at the intersection will also be unaffected by the proposed improvements. Therefore, our scope of work does not include the preparation of traffic signal interconnect installation or modification plans. If it is found that signal interconnect facilities (copper or fiber optic) need to be replaced or installed, then additional time and budget may be necessary to develop that plan.

Intersection Safety Lighting Photometric Analysis

Hexagon will conduct a photometric analysis of the safety lighting at the project intersection. The results of the analysis will be presented to the City along with the project plans to verify that the safety lighting layout and luminaire types specified in the design adequately satisfy the City's lighting standards. Note that this analysis is for signalized intersection only and does not cover new street lighting on the street segments adjacent to the signalized intersection or trail lighting.

Traffic Engineering Design Support

Hexagon will provide input to the project team throughout the design process to ensure that the proposed geometry of new intersection curbs, lane configurations, wheelchair ramps, and crosswalk alignments accommodate the turning movements of design vehicles, are compatible with the safe and efficient operation of the traffic signal systems, and meet ADA standards and City requirements for signal pole and pedestrian push button locations. This effort will also focus on recommending reasonable adjustments to the proposed civil improvements to minimize impacts to existing signal equipment.

Because the Canyon Del Rey Boulevard (SR 218)/Del Monte Boulevard intersection is located within the City of Seaside and within Caltrans State Route 218 right-of-way, Hexagon will provide traffic engineering assistance to support Whitson Engineers in coordinating the signal modification design with the City of Seaside and Caltrans District 5.

Additionally, Hexagon will review signing and striping plans produced by Whitson Engineers for the project and will make recommendations based on traffic engineering industry standards.

Work Tasks

1. Project Management

Project Management and Administration

Throughout the course of the project, Hexagon will conduct periodic billings, summarize project completion status and budget status, as necessary or as requested by Whitson Engineers. We will maintain close communication with the design team to coordinate our design work with other aspects of the project.

Progress Meetings

Hexagon will attend an in-person kick-off meeting with City staff and the project team to discuss the scope of work and goals and objectives of the project. Hexagon will attend monthly progress meetings (via video conference) with the project team and City staff.

Obtain and Review Background Information

Hexagon will contact the City of Seaside Public Works Department to research any special requirements the City may have regarding the proposed traffic signal improvements. Hexagon will work with City staff to obtain any relevant background information that may be useful or required to complete the design work, such as traffic studies and as-built plans. We will obtain existing and proposed utility plans from the project team for use in the design of new traffic signal pole locations.

Field Investigations

Hexagon will field-verify existing traffic signal interconnect and street light facilities, the routing of electrical conduits, and the size, location, and contents of existing pull boxes and cabinets near the intersection. Our design base maps will be updated as necessary to accurately reflect existing conditions. Potential conflicts with overhead and underground utilities and obstructions, and other conflicts not readily apparent on the topographic maps will be identified in the field.

Agency Permitting Assistance

Coordination with Caltrans and City of Seaside

It is anticipated that the City of Sand City, the City of Seaside, and Caltrans will be reviewing and providing plan-check comments on the traffic signal plans. Upon receipt of comments from each agency, all comments will be addressed and any conflicting comments between the agencies will be resolved to the satisfaction of each agency.

Caltrans Application Process

Hexagon's scope includes assisting the team in answering traffic-related questions from Caltrans and answering questions from the project team with respect to completing Caltrans forms and applications.

Per the City's RFP, it is anticipated that a Design Engineering Evaluation Report (DEER) will be necessary for this project. Hexagon will take the lead on preparing the DEER and will work with the City and project team to collect the necessary information to fill out the various forms and report sections. Some of the key components of this process include purpose and need narrative, proposed scope, traffic operations and collision assessment, right-of-way evaluation, design standards decision document for non-standard features, and a Quality Management Plan.

Our scope and budget for this task include time and cost for Hexagon to attend one (1) meeting at Caltrans headquarters in San Luis Obispo, if necessary. Attendance at additional in-person meetings with Caltrans would require additional budget. Additional meetings with Caltrans staff will be held via video conference, as necessary.

2. Land Surveying

Review Available Survey Data

Hexagon will review available survey data and base maps for the Canyon Del Rey Boulevard/Del Monte Boulevard intersection, identify lacking topographic base map information, and make recommendations for expanding the base map or adding additional data, such as underground utilities.

3. Final Landscape Design

Hexagon has no scope items for this task.

4. Engineering Design (PS&E)

Schematic Design

Based on the City's 30% design plans included in the RFP, it appears the City intends to connect the new Multi-Use trail to the existing Monterey Bay Trail through the Canyon Del Rey Boulevard and Del Monte Boulevard intersection. However, the 30% plans do not currently show adequate width for a two-way multi-use trail to be implemented through the intersection. The additional improvements required to maintain a continuous two-way trail connection through that intersection may be significant, and it is unclear if the City intends for the project to resolve this issue, or if the intent is for counter-flow (eastbound) bicyclists to dismount and operate as pedestrians in the segment adjacent to the intersection. Hexagon will evaluate two-way bike facilities design standards, explore opportunities and constraints, and develop high level schematic drawings early in the design process for coordination with the City and project team, to determine the scope of work in the vicinity of the intersection prior to beginning construction drawings.

Preparation of Base Maps

Hexagon will prepare base maps for the traffic signal improvement plans utilizing files containing topographic mapping and proposed civil improvements furnished by Whitson Engineers. The mapping files must contain the following information:

- Location and configuration of existing and new curb, gutter, edge of pavement, sidewalk, driveways, and wheelchair ramps.
- Location of existing and new street lights, utility poles, and large trees.
- Existing and proposed intersection and roadway striping, including lane lines, legends, arrows, and crosswalk locations.
- Locations of existing and proposed property lines and right-of-way lines.

All of the elements described above must be provided within the limits specified below before Hexagon can begin work on the design plans:

- The Canyon Del Rey Boulevard and Del Monte Boulevard intersection, with at least 200 feet on all intersection approaches.

The mapping files provided by Whitson Engineers must also show the locations of existing pull boxes, utility vaults, cabinets, street light poles, utility poles, traffic signal poles, and all existing above and below ground utilities on all four quadrants of the intersection.

If topographical mapping is not available within the limits specified above, then additional time and budget may be necessary for Hexagon to extend the coverage of base maps.

Plans, Specifications, and Estimates

Plans - The construction plans will include a layout of the proposed improvements at the intersection and will include all design elements, full equipment specifications, and any other features necessary for complete and biddable construction plans.

Specifications - A separate set of Technical Special Provisions for electrical systems construction, if required by the City, will be prepared for inclusion in the Project Specifications.

Cost Estimates - A detailed estimate of probable construction costs will be prepared and will be submitted for review along with the construction plans.

Review Submittals - Our scope and fee include time and cost for up to three submittals of the construction plans, specifications, and cost estimates to the City for review and comment. Unless specifically requested otherwise, all review submittals will be made electronically to Whitson Engineers.

As part of each submittal, we will return the marked-up plans from the previous submittal along with a list of the City comments and our responses.

Final Design (Bid Set Submittal)

Upon notification that the 100% PS&E have been approved, Hexagon will prepare final deliverables (construction documents) which will include PDFs of the plan sheets featuring the signature of a responsible Professional Engineer.

Traffic Design Coordination

We will coordinate the improvements at the Canyon Del Rey Boulevard (SR 218) and Del Monte Boulevard intersection with the design of other aspects of the proposed new trail. As discussed above under Task 1, Hexagon will assist with Caltrans coordination with respect to improvements at the Canyon Del Rey Boulevard and Del Monte Boulevard intersection.

Meetings

Hexagon will participate in conference calls and video conferences with the project team and/or City staff, as necessary, during the design phase of the project. In-person meetings are not included in this scope of work.

5. Community and Stakeholder Outreach Support

The City of Sand City will lead all community engagement for the project. Hexagon will support the project team by providing information for technical exhibits related to the traffic signal modification and the trail crossing at the Canyon Del Rey Boulevard/Del Monte Boulevard intersection. Additionally, our scope of work and fee assumes Hexagon staff attendance at the following meetings as a technical resource to answer traffic engineering and design questions:

- Sand City City Council meetings (up to three meetings),
- Stakeholder Jurisdictions board and committee meetings (up to two meetings),
- Staff-level coordination meetings (up to two meetings), and
- Community workshops in Sand City and Seaside (up to two workshops).

ATTACHMENT B

COST PROPOSALS AND RATE SHEET

(On a Separate Sheet)

Attachment B

City of Sand City

Proposal and Interview Rankings

RFP 26-03: Sand City Multi-Use Trail Final Design | Federal Project No. 5366(002)

1. Written Proposal Evaluation

Scores

	Whitson Engineers	Kimley-Horn	Harris & Associates	GHD
Reviewer 1: Vibeke Norgaard	105	80	75	85
Reviewer 2: Michael Groves	93	78	75	98
Reviewer 3: Nick McIlroy	98	110	84	93
Reviewer 4: Richard Deal	88	97	73	96

Ranking

	Whitson Engineers	Kimley-Horn	Harris & Associates	GHD
Reviewer 1: Vibeke Norgaard	1	3	4	2
Reviewer 2: Michael Groves	2	3	4	1
Reviewer 3: Nick McIlroy	2	1	4	3
Reviewer 4: Richard Deal	3	1	4	2
Average Rank	**2.00**	**2.00**	**4.00**	**2.00**
Overall Rank	**1 (tie)**	**1 (tie)**	**4**	**1 (tie)**

2. Interview Evaluation and Final Ranking

Scores

	Whitson Engineers	Kimley-Horn	Harris & Associates	GHD
Reviewer 1: Vibeke Norgaard	110	77	70	91
Reviewer 2: Michael Groves	96	72	75	83
Reviewer 3: Nick McIlroy	107	74	70	83
Reviewer 4: Richard Deal	98	79	76	87

Ranking

	Whitson Engineers	Kimley-Horn	Harris & Associates	GHD
Reviewer 1: Vibeke Norgaard	1	3	4	2
Reviewer 2: Michael Groves	1	4	3	2
Reviewer 3: Nick McIlroy	1	3	4	2
Reviewer 4: Richard Deal	1	3	4	2
Average Rank	**1.00**	**3.25**	**3.75**	**2.00**
Overall Rank	**1**	**3**	**4**	**2**

ATTACHMENT C
INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. CONSULTANT shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONSULTANT, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by CONSULTANT shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this AGREEMENT.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONSULTANT of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the

exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. CONSULTANT agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONSULTANT, provide the same minimum insurance coverage and endorsements required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONSULTANT agrees that upon request, all Agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.

City's right to revise specifications. 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 CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional costs to the CONSULTANT, the CITY and CONSULTANT may renegotiate CONSULTANT's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

Timely notice of claims. CONSULTANT shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

EXHIBIT A: Scope of Work and Schedule

(On a Separate Sheet)

Project Understanding

The Sand City Multi-Use Trail Project will transform the former Monterey Branch Line right-of-way of the historic Southern Pacific Railroad into a vibrant recreational and active transportation corridor. The project extends through the City of Sand City from Playa Avenue to State Route 218 in Seaside, utilizing a corridor currently owned by the Transportation Agency for Monterey County (TAMC). While portions of the existing corridor remain unused, other segments are presently used by adjacent property owners.

The primary project element is the construction of an asphalt concrete multi-use path throughout the corridor. In select locations, an adjacent pedestrian path will provide dedicated space for walkers and runners. The project also includes a variety of trailside amenities designed to enhance the user experience, including picnic areas, outdoor fitness stations, and new public parking facilities. The remaining portions of the right-of-way will be landscaped to establish a continuous greenbelt and improve the visual character of the corridor.

The trail will cross Olympia Avenue, Contra Costa Avenue, and Tioga Avenue. To ensure safe and convenient access, proposed improvements at these intersections include curb extensions (bulb-outs) and decorative, raised, high-visibility crosswalks. Rectangular Rapid Flashing Beacons (RRFBs) are proposed at the Contra Costa Avenue crossing to further enhance pedestrian and bicyclist safety. Decorative, high-visibility crosswalks will also be installed where the trail crosses the proposed parking lot driveways.

At the trail's southern terminus, improvements are proposed at State Route 218 to provide a safer and more direct connection to the existing Monterey Bay Sanctuary Scenic Trail. These improvements are identified as an Optional Service because they may ultimately be delivered as part of a separate project.

Improvements at the Playa Avenue intersection are not included within the scope of this project, as they are being implemented separately by Monterey-Salinas Transit (MST) as part of the Bus Rapid Transit (BRT) project currently under construction.

Upon completion, the Sand City Multi-Use Trail Project will create an attractive, mile-long linear park and non-motorized transportation facility. The project will provide new opportunities for walking, bicycling, recreation, fitness, and community gathering while enhancing connectivity, safety, and environmental quality throughout the corridor.

Task 1: Project Management

Task 1.1: General Project Management

Whitson Engineers will serve as the Consultant Team's Project Manager. Project management tasks will include:

- Prepare and update the project schedule
- Coordinate progress meetings
- Effectively communicate with City Staff regarding progress
- Coordinate with other agencies as needed
- Manage subconsultants
- Oversee all the project components listed in this Work Plan
- Budget, schedule, and resource management
- Ensure Quality Assurance and Quality Control Measures are completed
- Invoicing

Nathaniel Milam will serve as Whitson Engineer's Project Manager. Richard Weber and Andrew Hunter will provide quality control, design oversight, and constructability review.

Task 1.2: Progress Meetings

Coordinate the following meetings:

1. Kickoff meeting with the City and project team. The kickoff meeting will provide a project overview to the project team; introduce the project team to the city; review schedule, scope and cost controls; and set communication protocols.
2. Monthly coordination meetings for the duration of the project. Subconsultants will attend as needed. Progress meetings may be in person or via Teams/Zoom, as deemed appropriate.

Prepare meeting agendas and meeting minutes highlighting decisions made and action items, and will distribute them to the City and design team.

Task 1.2 Deliverables

- ✓ Meeting agendas
- ✓ Meeting minutes and action items

Task 1.3: Review of Existing Documents

Review project documents to understand the prior work performed and commitments made, outreach status and stakeholder engagement work completed, and ensure the final design effort is completed accordingly.

Project documents to review include environmental documentation; permits and agreements; available mapping and preliminary design drawings; stakeholder outreach materials, meeting summaries and correspondence; project memoranda; and other materials as provided by the City and as publicly available.

Task 1.3 Deliverables

- ✓ Memorandum outlining documents reviewed and any follow-up needed

Task 1.4 Field Review

1. Lead a field review with city staff and other parties (such as City of Seaside and TAMC) as determined by the city.
2. Perform additional field reviews as needed during the design phase.

Task 1.4 Deliverables

- ✓ Field review notes.

Task 1.5: Agreements and Permits

Caltrans Encroachment Permit (Optional Task)

An Encroachment Permit will be required in the event work is proposed within the Caltrans right of way at State Route 218, or affecting the intersection's operations (see Task 5). In this event, Whitson Engineers will prepare and submit the Caltrans Encroachment Permit Application and coordinate with Caltrans.

City of Seaside Encroachment Permit (Optional Task)

If a City of Seaside Encroachment Permit is required for preconstruction activities, Whitson Engineers will prepare and submit the Encroachment Permit Application and coordinate with the city.

TAMC Use Agreement (Optional Task)

Whitson Engineers will provide technical assistance to the City as requested for the TAMC Use Agreement. This may include review of legal descriptions and plats. (Preparation of legal descriptions and plats is included in Task 8.1.)

Task 1.5 Deliverables

- ✓ Permit Applications.

Task 2: Land Surveying

Task 2.1: Review Available Survey Data

Review available mapping to identify what additional survey work is needed for final design and permitting. Review will include project information provided by the city; utility system maps requested of and provided by utility owners; recorded maps available from the County Surveyor; and maps and as-builts provided by Sand City, Seaside, Caltrans and TAMC.

We understand the existing mapping consists of a 1"=40' scale, 1-foot-contour interval aerial survey; right of way mapping; and limited utility mapping.

We understand a pre-construction Record of Survey (for monument preservation) will be completed prior to construction by the City, and is therefore excluded from our scope.

Task 2.1 Deliverables:

- ✓ Memorandum (including site photographs and maps as applicable) outlining results of the review and providing recommendations for subsequent work.

Task 2.2: Supplemental Field Surveying

Perform supplemental surveying as required for final design. The precise scope of this Optional Task is not known at this time, but may include:

1. Recover existing site control and search for additional record boundary monuments.
2. Review title information and plot the TAMC right of way, city street and highway rights of way, and adjacent parcels as appropriate. Review and plot easements and lease agreements, as applicable.
3. Set ground control point (GCP) targets throughout the project area for use as control and ground-truthing for a small Unmanned Aircraft System (sUAS, "Drone") survey.
4. Coordinate airspace authorization and conduct a sUAS mission to collect low-altitude nadir aerial photography of the site. Utilizing GCP's and RTK-GPS positioning, process the photography to produce a current, high-resolution digital orthophoto and digital surface model of the project corridor.
5. Conduct supplemental ground-based topographic surveys where needed for final design and permitting. Locate all observed site features including structures, hardscape improvements (pavements, curbs, gutters, walkways), fences, surface and overhead utility structures, trees greater than 6" diameter (with approximate drip lines), terrain grade breaks, and spot elevations as appropriate for design. Where needed, measure storm drain and sanitary sewer invert elevations and note pipe sizes and directions within manholes within the project area.

6. Plot existing utility information based on utility owner maps and surveyed surface evidence (ASCE 38-02 "Utility Quality C").
7. Prepare an updated existing conditions base map for the project including the city-provided aerial mapping, updated boundary mapping, sUAS aerial imagery, supplemental survey information, and utility information.

Task 2.2 Deliverables

- ✓ Updated existing conditions base map (AutoCAD 2018 format)
- ✓ Rectified digital orthophoto (0.2' pixel resolution or better) in .JPG /.JGW or .TIF/.TFW format

Task 3: Final Landscape Design

BFS Landscape Architects will prepare the landscape architectural design for the project, advancing the current conceptual design through final Landscape Plans, Specifications, and Estimate (PS&E). Design elements include planting, irrigation, site furnishings, hardscape materials that are not covered by the civil design, and landscape restoration.

1. Prepare up to three alternative design concepts. The intent will be to obtain the city's direction on conceptual trail aesthetics and equipment selection before moving into final design.
2. Prepare 60%, 90% and 100% Drawings for review, permitting, bidding and construction. The following sheets are anticipated:

    Landscape Cover Sheet

    Landscape General Notes

    Landscape Construction Plan

    Landscape Layout Plan

    Site Furnishing &Trail Amenities Plan

    Landscape Construction Details

    Irrigation Plan

    Planting Plan

    Restoration Planting Plan

    Irrigation and Planting Details
3. Prepare 60%, 90% and 100% Construction Cost Estimates
4. Prepare 90% and 100% Specifications
5. Participate in design review meetings and incorporate review comments.

Task 3 Deliverables

- ✓ Up to three alternative landscape design concepts
- ✓ 60%, 90% and 100% Landscape PS&E

Task 4: Engineering Design

Geotechnical Engineering

Earth Systems will perform a geotechnical engineering investigation to identify and evaluate the subsurface soil and groundwater conditions at the site, and generate design-level engineering recommendations for development the project. Recommendations will be provided for site grading, drainage, infiltration, trenching and utilities, paving, and construction observations and testing.

Civil Engineering

Whitson Engineers will prepare the Civil Plans, Specifications and Estimates (PS&E) and supporting documents with primary submittals provided at the 60% (Draft), 90% (Plan Check) and 100% (Bid Set) stages. Each submittal will reflect the comments received from the prior submittal.

1. Prepare 60%, 90% and 100% Drawings for permitting, bidding and construction. The following sheets are anticipated:

General

Title Sheet and Location Map

General Notes, Legends and Abbreviations

Temporary Water Pollution Control Plan

Temporary Water Pollution Control Notes and Details

Civil

Key Map

Typical Sections

Demolition Plans

Construction Plans

Grading Plans (Plan and Profile Sheets)

Retaining Walls (if required)

Construction Details

Utility Plans

Construction Area Signs

Construction Staging (if required)

Signing and Striping Plans

Signing and Striping Notes, Details and Quantities

Summary of Quantities

2. Estimate 60%, 90% and 100% earthwork volumes.
3. Prepare 60%, 90% and 100% Construction Cost Estimates.
4. Prepare 60%, 90% and 100% Specifications.
5. Prepare 60%, 90% and 100% Storm Water Control Plan (SWCP) including required calculations, narrative, and exhibits.
6. Prepare 90% and 100% Storm Water Operation and Maintenance Plan (O&M Plan) outlining the long term, post-construction activities associated with the proposed Stormwater Control Measures (SCMs).

Electrical Engineering and Lighting Design

Aurum Consulting Engineers will prepare the project's electrical and lighting PS&E for the proposed trail and parking lots. Electrical and lighting PS&E will be prepared at the 60%, 90% and 100% stages.

We anticipate electrical service will be provided by PG&E. (Solar lights will be evaluated, but are not anticipated to be the most lifecycle-cost-effective alternative.)

We anticipate the project will use decorative gooseneck lights along the trail and either standard or decorative gooseneck lights at the proposed parking lots. Street lighting will also be evaluated for the street crossings.

Task 4 Deliverables

- ✓ Geotechnical Investigation Report and Geotechnical Review Letter
- ✓ 60%, 90% and 100% Civil and Electrical PS&E
- ✓ Storm Water Control Plan
- ✓ Storm Water Operation and Maintenance Plan

Task 5: Intersection Improvements at SR 218 (Optional Task)

Whitson Engineers and Hexagon Transportation Consultants will prepare PS&E and supporting documents for proposed changes to the intersection geometry and traffic signals at the intersection of State Route 218 and Del Monte Boulevard to accommodate the multi-use trail crossing the north leg of the intersection. Improvements would include a new bicycle signal and right-turn vehicle signals, curb bulb-outs and sidewalk widening for the multi-use trail connection along Del Monte Boulevard, and associated vehicular lane modifications.

Hexagon Transportation Consultants will prepare the project's traffic signal design and PS&E should this optional task be awarded. Whitson Engineers will prepare the roadway PS&E and will collaborate with Hexagon to prepare the required Caltrans permit documents, which are anticipated to be primarily a Design Engineering Evaluation

Report (DEER) and an Encroachment Permit.

Task 5 Deliverables

- ✓ 60%, 90% and 100% Engineering PS&E
- ✓ Design Engineering Evaluation Report (DEER)

Task 6: NEPA Support

Denise Duffy & Associates (DD&A), under subcontract to Whitson Engineers, will prepare the following environmental technical documentation to support Caltrans environmental review and final NEPA clearance for the project.

Biological Resources Report

Intentionally omitted.

Area of Potential Effects (APE) Map

Intentionally omitted.

Archaeological Survey Report (ASR)

Intentionally omitted.

Hazardous Waste Technical Memorandum

DD&A will retain Cornerstone Earth Group to prepare a Hazardous Waste Technical Memorandum consisting of a high-level hazardous materials screening sufficient to satisfy Preliminary Environmental Study requirements. Additional hazardous materials investigations, site assessments, sampling, testing, or remediation planning are excluded from this scope and may be completed through an amendment, if required.

Environmental Commitment Record

DD&A will prepare an Environmental Commitments Record summarizing environmental commitments, avoidance and minimization measures, permit conditions, and mitigation requirements identified through technical studies and agency coordination. The commitments record will be provided in a format suitable for incorporation into project environmental documentation and construction specifications.

Task 6 Deliverables

- ✓ Biological Resources Report
- ✓ Area of Potential Effects (APE) Map
- ✓ Archaeological Survey Report (ASR)

- ✓ Hazardous Waste Technical Memorandum
- ✓ Environmental Commitment Record

Task 7: Community Outreach and Grant Support

Task 7.1: Community and Stakeholder Meetings and Outreach

Our team will support the City in its community outreach and stakeholder meetings by preparing maps, presentation graphics, and written information, and by attending meetings and participating in presentations to the City Council, the community, and stakeholders.

While the entire consultant team will support the city's community and stakeholder outreach effort, BFS will spearhead this task due to their ongoing history with the project, and expertise in supporting public outreach. Recognizing the significance of this project, and of continuing a robust outreach program, we propose the following:

Graphic Services

1. Prepare and update project overview exhibits.
2. Prepare up to three (3) corridor and vicinity maps.
3. Prepare up to six (6) illustrative site plans and enlarged project exhibits.
4. Prepare up to four (4) landscape character, planning, and material palette exhibits.
5. Prepare up to six (6) illustrative sections and design diagrams.
6. Prepare up to four (4) rendered perspectives or photo simulations, as appropriate.
7. Prepare presentation boards and digital graphics for public meetings.
8. Prepare graphic exhibits supporting future grant applications, as requested.
9. Revise graphic materials in response to City, stakeholder, and agency comments.

Community Engagement Services

10. Attend one (1) project kickoff meeting.
11. Participate in up to six (6) stakeholder and community meetings/workshops.
12. Participate in up to four (4) City Council, Commission, or committee meetings, as requested.
13. Present landscape architectural concepts, graphics, and visual exhibits.
14. Respond to questions related to the landscape architecture and visual character of the Project.

15. Revise and update outreach materials in response to stakeholder and public input.

Task 7 Deliverables

- ✓ Maps, presentation graphics, and narrative information as noted
- ✓ Meeting attendance at meetings
- ✓ Meeting notes and action items

Task 7.2: Grant Support

Our team will provide technical support to the City in its search for future grant funding. Such technical support may include preparation of specific quantity and cost estimates, and cost/benefit analyses.

Task 8: Right of Way and Utilities (Optional Task)

Task 8.1: Right of Way

We understand the city is currently coordinating with the City of Seaside and TAMC to acquire rights via temporary construction easements and use agreements (no acquisition of private land is anticipated).

Therefore, this Optional Task entails preparation of legal descriptions and plats as may be requested by the city to support this effort.

Task 8.2: Utility Coordination

Provide Utility Coordination if needed to address utility conflicts. At this time we understand no utilities are anticipated to require relocation (no utilities are believed to exist within the TAMC right of way, except at the street crossings) and therefore no utility coordination is anticipated. Utility coordination, if required, could consist of preparation of Utility Verification Letter to Owner, Utility Conflict Plans, Utility Relocation Cost Estimates, Right of Way Data Sheet, Relocation Claim Letter to Owner, Report of Investigation, Utility Agreements, and Notice to Owner letters.

Task 9: Bid Phase Support

Our team will provide design support during the bidding phase of the project. Services may include:

1. Participate in a nonmandatory Pre-Bid Site Walk
2. Prepare Bid Addenda and responses to Bidder Inquiries
3. Revisions to the Plans and Specifications, if required
4. Review the bids received and prepare the Bid Summary

Assumptions

1. Project will be subject to review and approval by TAMC (Use Agreement), Sand City and City of Seaside (Encroachment Permits). No retaining walls (over 4-feet tall) will be needed, therefore no Building Permit will be required from Sand City or Seaside.
2. Project will be subject to review and approval by Caltrans only in the event Optional Task 5 is awarded.
3. The project will not be subject to Coastal Commission review.
4. Design and permitting will be completed within approximately 12 months.
5. Project will be subject to the Regional Post-Construction Requirements (PCRs) as well as city-specific drainage requirements.
6. The project SWPPP will be deferred and will be prepared by the construction contractor.
7. Caltrans Standard Special Provisions (SSPs) will be used as the specifications template.
8. Relocation of public utilities is not anticipated.
9. Other assumptions, as listed in our subconsultant proposals.

Exclusions

The following work is specifically excluded from the Engineer's Scope of Services:

1. Utility relocation design
2. Structural engineering (including retaining wall design)
3. Construction phase services
4. Other exclusions, as listed in our subconsultant proposals.

EXHIBIT B: Cost Proposals and Rate Sheet

(On a Separate Sheet)

Exhibit B

Exhibit 10-H1 Cost Proposal

Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts

(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Consultant Whitson Engineers dba Whitson and Associates, Inc

Project No. Sand City multi-use trail Contract No. 4927 Date 09/08/2026

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Richard Weber	200	$145.00	$ 29,000.00
Senior Civil Engineer	Nathaniel Milam	480	$80.50	$ 38,640.00
Senior Land Surveyor	Thomas Hannah	40	$73.00	$ 2,920.00
Civil Engineer	Brent Edelman	360	$55.00	$ 19,800.00
Civil Engineer	Emily Imfeld	360	$53.50	$ 19,260.00
Land Surveyor	Mike Hink	20	$75.00	$ 1,500.00
Associate Engineer	Daniel Garrett	360	$45.00	$ 16,200.00
Associate Surveyor	Jon Bell	120	$54.00	$ 6,480.00
Field Survey Crew 1 Person	DIR Chief of Party	8	$100.58	$ 804.64
Field Survey Crew 2 Person	DIR Chief of Party and Rodman	80	$190.69	$ 15,255.20
Administrative Support	Adam Tucker	40	$55.50	$ 2,220.00

LABOR COSTS

a) Subtotal Direct Labor Costs $ 152,079.84

b) Anticipated Salary Increases (see Anticipated Salary Increases page for calculations) $ 3,802.00

c) **Total Direct Labor Costs** [(a) + (b)] **$ 155,881.84**

INDIRECT COSTS

d) Fringe Benefits (Rate: 29.34%) e) Total Fringe Benefits [(c) x (d)] $ 45,735.73

f) Overhead (Rate: 41.02%) g) Overhead [(c) x (f) $ 63,942.73

h) General and Administrative (Rate: 59.00%) i) Gen & Admin [(c) x (h)] $ 91,970.28

j) **Total Indirect Costs** [(e) + (g) + (i)] **$ 201,648.74**

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)]* fixed fee 10%] **$ 35,753.06**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quatity	Unit	Unit Cost	Total
			$0.00	$ -
			$0.00	$ -
			$0.00	$ -
			$0.00	$ -

l) **TOTAL OTHER DIRECT COSTS** **$ -**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	BFS	$188,261
Subconsultant 2:	DD&A	$31,614
Subconsultant 3:	Earth Systems	$15,503
Subconsultant 4:	Hexagon	$8,604
Subconsultant 5:	Aurum	$38,988

(m) TOTAL SUBCONSULTANS' COSTS **$ 282,969.82**

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] **$ 282,969.82**

TOTAL COST [(c) + (j) + (k) + (n)] **$ 676,253.46**

Exhibit 10-H1 Cost Proposal

Actual Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts

(Calculations for Anticipated Salary Increases)

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
$152,079.84	/	2068	=	$73.54	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$73.54	+	5%	=	$77.22	Year 2 Avg Hourly Rate
Year 2	$77.22	+	5%	=	$81.08	Year 3 Avg Hourly Rate
Year 3	$81.08	+	5%	=	$85.13	Year 4 Avg Hourly Rate
Year 4	$85.13	+	5%	=	$89.39	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours)

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1	50.00%	*	2068	=	1034	Estimated Hours Year 1
Year 2	50.00%	*	2068	=	1034	Estimated Hours Year 2
Year 3	0.00%	*	2068	=	0	Estimated Hours Year 3
Year 4	0.00%	*	2068	=	0	Estimated Hours Year 4
Year 5	0.00%	*	2068	=	0	Estimated Hours Year 5
Total	100%		Total	=	2068	

4. Calculate Total Costs including Escalation (Multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Year 1	$73.54	*	1034	=	$76,039.92	Estimated Hours Year 1
Year 2	$77.22	*	1034	=	$79,841.92	Estimated Hours Year 2
Year 3	$81.08	*	0	=	$0.00	Estimated Hours Year 3
Year 4	$85.13	*	0	=	$0.00	Estimated Hours Year 4
Year 5	$89.39	*	0	=	$0.00	Estimated Hours Year 5

Total Direct Labor Cost with Escalation	=	$155,881.84	
Direct Labor Subtotal before escalation	=	$152,079.84	
Estimated total of Direct Labor Salary Increase	=	**$3,802.00**	Transfer to Page 1

Exhibit 10-H1 Cost Proposal

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are

1. Generally Accepted Accounting Principles (GAAP)

2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Kimberley Woltman Title*: CFO

Signature: Kimberley Woltman Date of Certification (mm/dd/yyyy): 09/08/2026

Email: kwoltman@whitsonengineers.com Phone Number: 831-649-5225

Address: 6 Harris Court, Monterey, CA 93940

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice

List services the consultant is providing under the proposed contract:

Professional Civil Engineering and Land Surveying services

Exhibit 10-H1 Cost Proposal

Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts

(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: Whitson Engineers dba Whitson and Associates, Inc

Project No.: Sand City multi-use trail Contract No.: 4927 optional task 5 Date: 8/12/2026

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Richard Weber	40	$145.00	$ 5,800.00
Senior Civil Engineer	Nathaniel Milam	160	$80.50	$ 12,880.00
Civil Engineer	Brent Edelman	80	$55.00	$ 4,400.00
Civil Engineer	Emily Imfeld	80	$53.50	$ 4,280.00
Associate Engineer	Daniel Garrett	80	$45.00	$ 3,600.00

LABOR COSTS

a) Subtotal Direct Labor Costs $ 30,960.00

b) Anticipated Salary Increases (see Antcipated Salary Increases page for calculations) $ 774.00

c) **Total Direct Labor Costs** [(a) + (b)] **$ 31,734.00**

INDIRECT COSTS

d) Fringe Benefits (Rate: 29.34%) e) Total Fringe Benefits [(c) x (d)] $ 9,310.76

f) Overhead (Rate: 41.02%) g) Overhead [(c) x (f) $ 13,017.29

h) General and Administrative (Rate: 59.00%) i) Gen & Admin [(c) x (h)] $ 18,723.06

j) **Total Indirect Costs** [(e) + (g) + (i)] **$ 41,051.10**

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)]* fixed fee 10%] **$ 7,278.51**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quatity	Unit	Unit Cost	Total
			$0.00	$ -
			$0.00	$ -
			$0.00	$ -
			$0.00	$ -

l) **TOTAL OTHER DIRECT COSTS** **$ -**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: Hexagon $128,895

Subconsultant 2: $

Subconsultant 3: $

Subconsultant 4: $

(m) TOTAL SUBCONSULTANS' COSTS **$ 128,895.00**

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] **$ 128,895.00**

TOTAL COST [(c) + (j) + (k) + (n)] **$ 208,958.61**

Exhibit 10-H1 Cost Proposal

Actual Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts

(Calculations for Anticipated Salary Increases)

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$ 30,960.00	/	440	=	$70.36	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$70.36	+	5%	=	$73.88	Year 2 Avg Hourly Rate
Year 2	$73.88	+	5%	=	$77.58	Year 3 Avg Hourly Rate
Year 3	$77.58	+	5%	=	$81.45	Year 4 Avg Hourly Rate
Year 4	$81.45	+	5%	=	$85.53	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours)

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1	50.00%	*	440	=	220	Estimated Hours Year 1
Year 2	50.00%	*	440	=	220	Estimated Hours Year 2
Year 3	0.00%	*	440	=	0	Estimated Hours Year 3
Year 4	0.00%	*	440	=	0	Estimated Hours Year 4
Year 5	0.00%	*	440	=	0	Estimated Hours Year 5
Total	100%		Total	=	440	

4. Calculate Total Costs including Escalation (Multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Year 1	$70.36	*	220	=	$15,480.00	Estimated Hours Year 1
Year 2	$73.88	*	220	=	$16,254.00	Estimated Hours Year 2
Year 3	$77.58	*	0	=	$0.00	Estimated Hours Year 3
Year 4	$81.45	*	0	=	$0.00	Estimated Hours Year 4
Year 5	$85.53	*	0	=	$0.00	Estimated Hours Year 5

Total Direct Labor Cost with Escalation	=	$31,734.00	
Direct Labor Subtotal before escalation	=	$30,960.00	
Estimated total of Direct Labor Salary Increase	=	**$774.00**	Transfer to Page 1

Exhibit 10-H1 Cost Proposal

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Kimberley Woltman Title*: CFO

Signature: Kimberley Woltman Date of Certification (mm/dd/yyyy): 08/12/2026

Email: kwoltman@whitsonengineers.com Phone Number: 831-649-5225

Address: 6 Harris Court, Monterey, CA 93940

President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to

List services the consultant is providing under the proposed contract:

Professional Civil Engineering and Land Surveying services

Exhibit 10-H1 Cost Proposal

Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts

(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: Whitson Engineers dba Whitson and Associates, Inc

Project No.: Sand City multi-use trail Contract No.: 4927 optional task 8 Date: 8/12/2026

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Richard Weber	20	$145.00	$ 2,900.00
Senior Civil Engineer	Nathaniel Milam	40	$80.50	$ 3,220.00
Senior Land Surveyor	Thomas Hannah	20	$80.50	$ 1,610.00
Land Surveyor	Mike Hink	40	$75.00	$ 3,000.00
Civil Engineer	Brent Edelman	20	$55.00	$ 1,100.00
Civil Engineer	Emily Imfeld	20	$53.50	$ 1,070.00
Associate Engineer	Daniel Garrett	20	$45.00	$ 900.00

LABOR COSTS

a) Subtotal Direct Labor Costs $ 13,800.00

b) Anticipated Salary Increases (see Antcipated Salary Increases page for calculations) $ 345.00

c) **Total Direct Labor Costs [**(a) + (b)] **$ 14,145.00**

INDIRECT COSTS

d) Fringe Benefits (Rate: 29.34%) e) Total Fringe Benefits [(c) x (d)] $ 4,150.14

f) Overhead (Rate: 41.02%) g) Overhead [(c) x (f) $ 5,802.28

h) General and Administrative (Rate: 59.00%) i) Gen & Admin [(c) x (h)] $ 8,345.55

j) **Total Indirect Costs** [(e) + (g) + (i)] **$ 18,297.97**

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)]* fixed fee 10%] **$ 3,244.30**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quatity	Unit	Unit Cost	Total
			$0.00	$ -
			$0.00	$ -
			$0.00	$ -
			$0.00	$ -

l) **TOTAL OTHER DIRECT COSTS** **$ -**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: $

Subconsultant 2: $

Subconsultant 3: $

Subconsultant 4: $

(m) TOTAL SUBCONSULTANS' COSTS **$ -**

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] **$ -**

TOTAL COST [(c) + (j) + (k) + (n)] **$ 35,687.27**

Exhibit 10-H1 Cost Proposal

Actual Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts

(Calculations for Anticipated Salary Increases)

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$ 13,800.00	/	180	=	$76.67	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$76.67	+	5%	=	$80.50	Year 2 Avg Hourly Rate
Year 2	$80.50	+	5%	=	$84.53	Year 3 Avg Hourly Rate
Year 3	$84.53	+	5%	=	$88.75	Year 4 Avg Hourly Rate
Year 4	$88.75	+	5%	=	$93.19	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours)

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1	50.00%	*	180	=	90	Estimated Hours Year 1
Year 2	50.00%	*	180	=	90	Estimated Hours Year 2
Year 3	0.00%	*	180	=	0	Estimated Hours Year 3
Year 4	0.00%	*	180	=	0	Estimated Hours Year 4
Year 5	0.00%	*	180	=	0	Estimated Hours Year 5
Total	100%		Total	=	180	

4. Calculate Total Costs including Escalation (Multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Year 1	$76.67	*	90	=	$6,900.00	Estimated Hours Year 1
Year 2	$80.50	*	90	=	$7,245.00	Estimated Hours Year 2
Year 3	$84.53	*	0	=	$0.00	Estimated Hours Year 3
Year 4	$88.75	*	0	=	$0.00	Estimated Hours Year 4
Year 5	$93.19	*	0	=	$0.00	Estimated Hours Year 5

Total Direct Labor Cost with Escalation	=	$14,145.00	
Direct Labor Subtotal before escalation	=	$13,800.00	
Estimated total of Direct Labor Salary Increase	=	**$345.00**	Transfer to Page 1

Exhibit 10-H1 Cost Proposal

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Kimberley Woltman Title*: CFO

Signature: Kimberley Woltman Date of Certification (mm/dd/yyyy): 08/12/2026

Email: kwoltman@whitsonengineers.com Phone Number: 831-649-5225

Address: 6 Harris Court, Monterey, CA 93940

President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to

List services the consultant is providing under the proposed contract:

Professional Civil Engineering and Land Surveying services

Exhibit 10-H1 Cost Proposal

Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts

(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Consultant BFS LANDSCAPE ARCHITECTS

Project No. Sand City Multi-Use Trail Contract No. Date 7/1/26

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Larry Foster	20	$144.23	$ 2,884.60
Associate Principal	Elizabeth Matz	270	$87.62	$ 23,657.40
Project Manager	Nicole Limesand	480	$46.18	$ 22,166.40
Designer	Cinthia Zavala	545	$33.14	$ 18,061.30
Technical Support	Michelle Parravano	75	$37.60	$ 2,820.00
Admin Support	Erin Gustaveson	35	$35.26	$ 1,234.10
				$ -
				$ -

LABOR COSTS

a) Subtotal Direct Labor Costs $ 70,823.80

b) Anticipated Salary Increases (see Antcipated Salary Increases page for calculations) $1,770.60

c) **Total Direct Labor Costs** [(a) + (b)] **$ 72,594.40**

INDIRECT COSTS

d) Fringe Benefits (Rate: 64.00%) e) Total Fringe Benefits [(c) x (d)] $ 46,460.41

f) Overhead (Rate: 56.00%) g) Overhead [(c) x (f) $ 40,652.86

h) General and Administrative (Rate: 12.00%) i) Gen & Admin [(c) x (h)] $ 8,711.33

j) **Total Indirect Costs** [(e) + (g) + (i)] **$ 95,824.60**

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)]* fixed fee 10%] **$ 16,841.90**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quatity	Unit	Unit Cost	Total
Reimbursables - Reproduction	1		$3,000.00	$ 3,000.00
			$0.00	$ -
			$0.00	$ -
			$0.00	$ -

l) **TOTAL OTHER DIRECT COSTS** **$ 3,000.00**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: $

Subconsultant 2: $

Subconsultant 3: $

Subconsultant 4: $

(m) TOTAL SUBCONSULTANS' COSTS **$ -**

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] **$ 3,000.00**

TOTAL COST [(c) + (j) + (k) + (n)] **$ 188,260.90**

Actual Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts

(Calculations for Anticipated Salary Increases)

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$70,823.80	/	1425	=	$49.70	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$49.70	+	5%	=	$52.19	Year 2 Avg Hourly Rate
Year 2	$52.19	+	5%	=	$54.80	Year 3 Avg Hourly Rate
Year 3	$54.80	+	5%	=	$57.54	Year 4 Avg Hourly Rate
Year 4	$57.54	+	5%	=	$60.41	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours)

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1	50.00%	*	1425	=	712.5	Estimated Hours Year 1
Year 2	50.00%	*	1425	=	712.5	Estimated Hours Year 2
Year 3	0.00%	*	1425	=	0	Estimated Hours Year 3
Year 4	0.00%	*	1425	=	0	Estimated Hours Year 4
Year 5	0.00%	*	1425	=	0	Estimated Hours Year 5
Total	100%		Total	=	1425	

4. Calculate Total Costs including Escalation (Multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Year 1	$49.70	*	712.5	=	$35,411.90	Estimated Hours Year 1
Year 2	$52.19	*	712.5	=	$37,182.50	Estimated Hours Year 2
Year 3	$54.80	*	0	=	$0.00	Estimated Hours Year 3
Year 4	$57.54	*	0	=	$0.00	Estimated Hours Year 4
Year 5	$60.41	*	0	=	$0.00	Estimated Hours Year 5

Total Direct Labor Cost with Escalation	=	$72,594.40	
Direct Labor Subtotal before escalation	=	$70,823.80	
Estimated total of Direct Labor Salary Increase	=	**$1,770.60**	Transfer to Page 1

Exhibit 10-H1 Cost Proposal

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Larry Foster Title*: CEO/CFO

Signature:  Date of Certification (mm/dd/yyyy): 7/1/26

Email: larry@bfsla.com Phone Number: 831-646-1383

Address: 425 Pacific Street, Suite 201, Monterey CA 93940

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Landscape architecture design and construction documentation. Bid support, community outreach support and grant support.

COST PROPOSAL 1
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Consultant Denise Duffy & Associates

Project No. _____ Contract No. _____ Date 6/18/2026

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Sr. Project Manager	Matt Johnson*	32	$70.94	$ 2,270.08
Sr. Scientist II	Jami Colley*	8	$64.36	$ 514.88
Sr. Planner/Scientist I	Staff	12	$57.50	$ 690.00
Assoc. Planner/Scientist II	Staff	24	$49.06	$ 1,177.44
Assoc. Planner/Scientist I	Staff	32	$46.95	$ 1,502.40
Asst. Planner/Scientist II	Staff	32	$44.31	$ 1,417.92
GIS/Computer Specialist	Staff	16	$44.84	$ 717.44
Administrative Manager	Staff	12	$35.87	$ 430.44
Administrative Assistant	Staff	8	$28.49	$ 227.92

LABOR COSTS

a) Subtotal Direct Labor Costs $ 8,948.52

b) Anticipated Salary Increases (see Anticipated Salary Increases page for calculations) $ 44.74

c) **Total Direct Labor Costs** [(a) + (b)] **$ 8,993.26**

INDIRECT COSTS

d) Fringe Benefits (Rate: 58.17%) e) Total Fringe Benefits [(c) x (d)] $ 5,231.38

f) Overhead (Rate: 94.67%) g) Overhead [(c) x (f) $ 8,513.92

h) General and Administrative (Rate: 16.39%) i) Gen & Admin [(c) x (h)] $ 1,474.00

j) **Total Indirect Costs** [(e) + (g) + (i)] **$ 15,219.30**

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)]* fixed fee 10%] **$ 2,421.26**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	0	mile	$0.73	$ -
Copying	0	actual cost	$50.00	$ -
Field Supplies	0	actual cost	$200.00	$ -
GIS/Trimble Equipment	0	per day	$80.00	$ -

l) **TOTAL OTHER DIRECT COSTS** **$ -**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: Cornerstone Earth Group, Inc. $4,980

Subconsultant 2:

Subconsultant 3: $

Subconsultant 4: $

(m) TOTAL SUBCONSULTANS' COSTS **$ 4,980.00**

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] **$ 4,980.00**

TOTAL COST [(c) + (j) + (k) + (n)] **$ 31,613.82**

COST PROPOSAL 1

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$ 8,948.52	/	176	=	$50.84	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$50.84	+	5%	=	$53.39	Year 2 Avg Hourly Rate
Year 2	$53.39	+	5%	=	$56.06	Year 3 Avg Hourly Rate
Year 3	$56.06	+	5%	=	$58.86	Year 4 Avg Hourly Rate
Year 4	$58.86	+	5%	=	$61.80	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours)

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1	90.00%	*	176	=	158.4	Estimated Hours Year 1
Year 2	10.00%	*	176	=	17.6	Estimated Hours Year 2
Year 3	0.00%	*	176	=	0	Estimated Hours Year 3
Year 4	0.00%	*	176	=	0	Estimated Hours Year 4
Year 5	0.00%	*	176	=	0	Estimated Hours Year 5
Total	100%		Total	=	176	

4. Calculate Total Costs including Escalation (Multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Year 1	$50.84	*	158.4	=	$8,053.67	Estimated Hours Year 1
Year 2	$53.39	*	17.6	=	$939.59	Estimated Hours Year 2
Year 3	$56.06	*	0	=	$0.00	Estimated Hours Year 3
Year 4	$58.86	*	0	=	$0.00	Estimated Hours Year 4
Year 5	$61.80	*	0	=	$0.00	Estimated Hours Year 5

Total Direct Labor Cost with Escalation	=	$8,993.26	
Direct Labor Subtotal before escalation	=	$8,948.52	
Estimated total of Direct Labor Salary Increase	=	**$44.74**	Transfer to Page 1

COST PROPOSAL 1

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, and allocable to the contract in accordance with the contract terms and the following requirements:

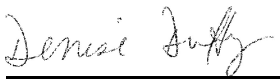
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Denise Duffy Title*: Principal

Signature:  Date of Certification (mm/dd/yyyy): 6/18/2026

Email: dduffy@ddaplanning.com Phone Number: (831) 373-4341

Address: 947 Cass Street, Suite 5, Monterey, CA 93940

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Meetings and Data Analysis Support
Permit Acquisition Support
Biological Resources Report
APE Map
Archeological Survey Report
Hazardous Waste Technical Memorandum
Environmental Connitment Record

Base Scope

Exhibit 10-H1 Cost Proposal

Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts

(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Consultant Hexagon Transportation Consultants, Inc.

Project No. _____ Contract No. _____ Date 9/4/2026

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Jeff Elia*	5	$108.00	$ 540.00
Sr. Associate II	Gicela Del Rio	0	$90.43	$ -
Sr. Associate I	Tim Chang*	12	$82.00	$ 984.00
Associate Eng. II	Ling Jin	0	$77.44	$ -
Engineer II	Jocelyn Lee*	16	$60.21	$ 963.36
Engineer I	Ethan Heckman	0	$43.00	$ -
Admin	Jeanette Garcia	6	$59.57	$ 357.42
				$ -

LABOR COSTS

a) Subtotal Direct Labor Costs $ 2,844.78

b) Anticipated Salary Increases (see Anticipated Salary Increases page for calculations) $ 71.12

c) **Total Direct Labor Costs** [(a) + (b)] **$ 2,915.90**

INDIRECT COSTS

d) Fringe Benefits (Rate: 55.00%) e) Total Fringe Benefits [(c) x (d)] $ 1,603.74

f) Overhead (Rate: 0.00%) g) Overhead [(c) x (f) $ -

h) General and Administrative (Rate: 107.00%) i) Gen & Admin [(c) x (h)] $ 3,120.01

j) **Total Indirect Costs** [(e) + (g) + (i)] **$ 4,723.76**

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)]* fixed fee 10%] **$ 763.97**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	1	LS	$200.00	$ 200.00
			$0.00	$ -
			$0.00	$ -
			$0.00	$ -

l) **TOTAL OTHER DIRECT COSTS** **$ 200.00**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: $

Subconsultant 2: $

Subconsultant 3: $

Subconsultant 4: $

(m) TOTAL SUBCONSULTANTS' COSTS **$ -**

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] **$ 200.00**

TOTAL COST [(c) + (j) + (k) + (n)] **$ 8,603.62**

Exhibit 10-H1 Cost Proposal

Actual Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts

(Calculations for Anticipated Salary Increases)

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$ 2,844.78	/	39	=	$72.94	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$72.94	+	5%	=	$76.59	Year 2 Avg Hourly Rate
Year 2	$76.59	+	5%	=	$80.42	Year 3 Avg Hourly Rate
Year 3	$80.42	+	5%	=	$84.44	Year 4 Avg Hourly Rate
Year 4	$84.44	+	5%	=	$88.66	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours)

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1	50.00%	*	39	=	19.5	Estimated Hours Year 1
Year 2	50.00%	*	39	=	19.5	Estimated Hours Year 2
Year 3	0.00%	*	39	=	0	Estimated Hours Year 3
Year 4	0.00%	*	39	=	0	Estimated Hours Year 4
Year 5	0.00%	*	39	=	0	Estimated Hours Year 5
Total	100%		Total	=	39	

4. Calculate Total Costs including Escalation (Multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Year 1	$72.94	*	19.5	=	$1,422.39	Estimated Hours Year 1
Year 2	$76.59	*	19.5	=	$1,493.51	Estimated Hours Year 2
Year 3	$80.42	*	0	=	$0.00	Estimated Hours Year 3
Year 4	$84.44	*	0	=	$0.00	Estimated Hours Year 4
Year 5	$88.66	*	0	=	$0.00	Estimated Hours Year 5

Total Direct Labor Cost with Escalation	=	$2,915.90	
Direct Labor Subtotal before escalation	=	$2,844.78	
Estimated total of Direct Labor Salary Increase	=	**$71.12**	Transfer to Page 1

Exhibit 10-H1 Cost Proposal

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Jeff Elia Title*: Vice President

Signature: Jeff O. Elia Date of Certification (mm/dd/yyyy): 9/4/2026

Email: jelia@hextrans.com Phone Number: 408-846-7413

Address: 100 Century Center Courte, Suite 501, San Jose, CA 95112

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Traffic Engineering Services

Optional Task 5

Exhibit 10-H1 Cost Proposal

Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts

(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Consultant Hexagon Transportation Consultants, Inc.

Project No. _____ Contract No. _____ Date 9/4/2026

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Jeff Elia*	91	$108.00	$ 9,828.00
Sr. Associate II	Gicela Del Rio	10	$90.43	$ 904.30
Sr. Associate I	Tim Chang*	178	$82.00	$ 14,596.00
Associate Eng. II	Ling Jin	30	$77.44	$ 2,323.20
Engineer II	Jocelyn Lee*	194	$60.21	$ 11,680.74
Engineer I	Ethan Heckman	59	$43.00	$ 2,537.00
Admin	Jeanette Garcia	10	$59.57	$ 595.70
				$ -

LABOR COSTS

a) Subtotal Direct Labor Costs $ 42,464.94

b) Anticipated Salary Increases (see Anticipated Salary Increases page for calculations) $ 1,698.60

c) **Total Direct Labor Costs** [(a) + (b)] **$ 44,163.54**

INDIRECT COSTS

d) Fringe Benefits (Rate: 55.00%) e) Total Fringe Benefits [(c) x (d)] $ 24,289.95

f) Overhead (Rate: 0.00%) g) Overhead [(c) x (f) $ -

h) General and Administrative (Rate: 107.00%) i) Gen & Admin [(c) x (h)] $ 47,254.99

j) **Total Indirect Costs** [(e) + (g) + (i)] **$ 71,544.93**

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)]* fixed fee 10%] **$ 11,570.85**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	1	LS	$1,400.00	$ 1,400.00
Mail and Delivery	1	LS	$216.00	$ 216.00
			$0.00	$ -
			$0.00	$ -

l) **TOTAL OTHER DIRECT COSTS** **$ 1,616.00**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: $

Subconsultant 2: $

Subconsultant 3: $

Subconsultant 4: $

(m) TOTAL SUBCONSULTANTS' COSTS **$ -**

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] **$ 1,616.00**

TOTAL COST [(c) + (j) + (k) + (n)] **$ 128,895.32**

Exhibit 10-H1 Cost Proposal

Actual Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts

(Calculations for Anticipated Salary Increases)

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$42,464.94	/	572	=	$74.24	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$74.24	+	5%	=	$77.95	Year 2 Avg Hourly Rate
Year 2	$77.95	+	5%	=	$81.85	Year 3 Avg Hourly Rate
Year 3	$81.85	+	5%	=	$85.94	Year 4 Avg Hourly Rate
Year 4	$85.94	+	5%	=	$90.24	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours)

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1	20.00%	*	572	=	114.4	Estimated Hours Year 1
Year 2	80.00%	*	572	=	457.6	Estimated Hours Year 2
Year 3	0.00%	*	572	=	0	Estimated Hours Year 3
Year 4	0.00%	*	572	=	0	Estimated Hours Year 4
Year 5	0.00%	*	572	=	0	Estimated Hours Year 5
Total	100%		Total	=	572	

4. Calculate Total Costs including Escalation (Multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Year 1	$74.24	*	114.4	=	$8,492.99	Estimated Hours Year 1
Year 2	$77.95	*	457.6	=	$35,670.55	Estimated Hours Year 2
Year 3	$81.85	*	0	=	$0.00	Estimated Hours Year 3
Year 4	$85.94	*	0	=	$0.00	Estimated Hours Year 4
Year 5	$90.24	*	0	=	$0.00	Estimated Hours Year 5

Total Direct Labor Cost with Escalation	=	$44,163.54	
Direct Labor Subtotal before escalation	=	$42,464.94	
Estimated total of Direct Labor Salary Increase	=	**$1,698.60**	Transfer to Page 1

Exhibit 10-H1 Cost Proposal

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Jeff Elia Title*: Vice President

Signature: Jeff O. Elia Date of Certification (mm/dd/yyyy): 9/4/2026

Email: jelia@hextrans.com Phone Number: 408-846-7413

Address: 100 Century Center Courte, Suite 501, San Jose, CA 95112

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Traffic Engineering Service. Traffic Signal Design.

Exhibit 10-H1 Cost Proposal

Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts

(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Consultant Aurum Consulting Engineers Monterey Bay, Inc.

Project No. 26-348.00 Contract No. Date 6/24/2026

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Director	Eldridge Bell	55	$108.48	$ 5,966.40
Senior Project Manager	Charles Denley	8	$112.50	$ 900.00
Designer	Reynaldo Casiano	94	$45.74	$ 4,299.56
Cadd Manager	Jose Gonzalez	55	$40.43	$ 2,223.65
Cadd Operator	Jose Torres	34	$27.55	$ 936.70
				$ -
				$ -
				$ -

LABOR COSTS

a) Subtotal Direct Labor Costs $ 14,326.31

b) Anticipated Salary Increases (see Antcipated Salary Increases page for calculations) $358.16

c) **Total Direct Labor Costs** [(a) + (b)] **$ 14,684.47**

INDIRECT COSTS

d) Fringe Benefits (Rate: 31.04%) e) Total Fringe Benefits [(c) x (d)] $ 4,558.06

f) Overhead (Rate: 97.59%) g) Overhead [(c) x (f) $ 14,330.57

h) General and Administrative 12.12%) i) Gen & Admin [(c) x (h)] $ 1,779.76

j) **Total Indirect Costs** [(e) + (g) + (i)] **$ 20,668.39**

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)]* fixed fee 10%] **$ 3,535.29**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quatity	Unit	Unit Cost	Total
			$0.00	$ -
			$0.00	$ -
			$0.00	$ -
			$0.00	$ -

l) **TOTAL OTHER DIRECT COSTS** **$ -**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: Mileage $ 100.00

Subconsultant 2: $

Subconsultant 3: $

Subconsultant 4: $

(m) TOTAL SUBCONSULTANS' COSTS **$ 100.00**

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] **$ 100.00**

TOTAL COST [(c) + (j) + (k) + (n)] **$ 38,988.14**

Exhibit 10-H1 Cost Proposal

Actual Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts

(Calculations for Anticipated Salary Increases)

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

	Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
	$ 14,326.31	/	246	=	$58.24	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$58.24	+	5%	=	$61.15	Year 2 Avg Hourly Rate
Year 2	$61.15	+	5%	=	$64.21	Year 3 Avg Hourly Rate
Year 3	$64.21	+	5%	=	$67.42	Year 4 Avg Hourly Rate
Year 4	$67.42	+	5%	=	$70.79	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours)

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1	50.00%	*	246	=	123	Estimated Hours Year 1
Year 2	50.00%	*	246	=	123	Estimated Hours Year 2
Year 3	0.00%	*	246	=	0	Estimated Hours Year 3
Year 4	0.00%	*	246	=	0	Estimated Hours Year 4
Year 5	0.00%	*	246	=	0	Estimated Hours Year 5
Total	100%		Total	=	246	

4. Calculate Total Costs including Escalation (Multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Year 1	$58.24	*	123	=	$7,163.16	Estimated Hours Year 1
Year 2	$61.15	*	123	=	$7,521.31	Estimated Hours Year 2
Year 3	$64.21	*	0	=	$0.00	Estimated Hours Year 3
Year 4	$67.42	*	0	=	$0.00	Estimated Hours Year 4
Year 5	$70.79	*	0	=	$0.00	Estimated Hours Year 5

Total Direct Labor Cost with Escalation	=	#########	
Direct Labor Subtotal before escalation	=	#########	
Estimated total of Direct Labor Salary Increase	=	**$358.16**	Transfer to Page 1

Exhibit 10-H1 Cost Proposal

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Eldridge O. Bell, P.E. Title*: Director

Signature: Date of Certification (mm/dd/yyyy): 6/26/2026

Email: eldridge@acemb.com Phone Number: 831-646-3330

Address: 404 W. Franklin Street, Suite 100, Monterey, CA 93940

Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized

List services the consultant is providing under the proposed contract:

Exhibit 10-H Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price contracts
(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Consultant Earth Systems Pacific
Project No. _____ Contract No. _____ Date 6/30/2026

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal Professional		4	$91.35	$ 365.40
Associate Professional		4	$57.69	$ 230.76
Staff Professional		28	$45.50	$ 1,274.00
				$ -
				$ -
				$ -

LABOR COSTS

a) Subtotal Direct Labor Costs $ 1,870.16

c) **Total Direct Labor Costs [**(a) + (b)] $ 1,870.16

FRINGE BENEFITS

d) Fringe Benefits Rate: _____ e) **Total Fringe Benefits** [(c) x (d)] $ -

f) Overhead Rate: 225.24% g) Overhead [(c) x (f)] $4,212.35

h) General and Administrative Rate: _____ i) Gen & Admin [(c) x (h)] $0.00

j) **Total Indirect Costs** [(e) + (g) + (i)] $4,212.35

FIXED FEE

k) **TOTAL FIXED PROFIT** [(c) + (j)] x fixed fee 10.00% $ 608.25

l) CONSUTLANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Mileage Costs	$ 58.00
Equipment Rental and Supplies	$ -
Permit Fees	$ -
Plan Sheets	$ -
Tests	$ 1,530.00
l) Total Other Direct Costs	$ 1,588.00

m) SUBCONSULTANTS' COSTS

Coast Wide Utility Locaters	$ 1,600.00
Cenozoic Drilling	$ 5,624.00
Subconsultant 3	$ -
Subconsultant 4	$ -
	$ 7,224.00

m) **Total Subconsultants' Costs** $ 7,224.00

n) **Total Other Direct Costs Including Subconsultants** [(l) + (m)] $ 8,812.00

TOTAL COST [(c) + (j) + (k) + (n)] $15,502.76

OTHER DIRECT COSTS (ODC) ITEMIZATION

Travel/Mileage Costs			Cost
Project Professional trip (80 miles @ $0.725)		$	58.00
		$	-
		$	-
		$	-
	Total	**$**	**58.00**
Equipment Rental and Supplies			
		$	-
		$	-
		$	-
		$	-
	Total	**$**	**-**
Laboratory Testing			
Moisture / Density - 10		$	550.00
Plasticity Index - 1		$	280.00
Long Hydrometer - 1		$	325.00
R-Value - 1		$	375.00
	Total	**$**	**1,530.00**

EXHIBIT C: ADA Best Practices for Documents and Outreach

The following are best practices that Sand City commits to complying with, and asks that all final and public draft documents comply, as they align with best practices for web-content accessibility:

Public Outreach Guidance

- Offer alternative ways to engage in outreach for the hard-of-hearing and the blind
    - Example: Have Talk-to-Text capacity available to engage with the hard of hearing
- Ensure public meeting rooms are set up in a way that is wheelchair accessible
- Ensure an alternative to a podium or stage is available in the event an individual cannot participate that way
- Have at least one wireless microphone available to help ensure public comments are projected in the meeting
- Develop public workshop handouts in font size 14 (minimum)
    - Handouts could include a project summary sheet, survey, comment card, etc.

Developing ADA Accessible Documents

- Use Calibri, Helvetica, or Arial Font Type
- Ensure final document content is at least font size 12 (minimum)
- Utilize proper features in Microsoft Word, including, but not limited to:
    - Alt Text for Images and Tables
    - "Styles" Feature to add emphasis or titles
    - Built in "Spacing" feature
- Indicate at the bottom of a Final Document's Title Page, an ADA Notice stating:
    - **ADA Notice**: For individuals with sensory disabilities, this document is available in alternate formats. For information call (831) 775-0903 or Email cityhall@sandcityca.org.

Web Content Accessibility Guidelines

The Web Content Accessibility Guidance (WCAG) was integrated into Section 508 of the American with Disabilities Act in January 2018 as the industry standard in accessibility.

Guidance and Success Criteria from the WCAG are organized into the following four principles:

1. Perceivable
    - Provide text alternatives for non-text content.
    - Provide captions and other alternatives for multimedia.

- Create content that can be presented in different ways, including by assistive technologies, without losing meaning.
- Make it easier for users to see and hear content.

2. Operable
   - Make all functionality available from a keyboard.
   - Give users enough time to read and use content.
   - Do not use content that causes seizures.
   - Help users navigate and find content.
3. Understandable
   - Make text readable and understandable.
   - Make content appear and operate in predictable ways
   - Help users avoid and correct mistakes.
4. Robust
   - Maximize compatibility with current and future user tools

A few key aspects that relate to content to be posted onto the Sand City website include:

- Integrating alternative text for images and maps
- Using distinguishable colors and design techniques that are comprehensible for the color-blind

For a complete list of WCAG's Guidance, see: https://www.w3.org/TR/WCAG20/

If Consultant or subconsultant needs clarification on ADA best practices, please contact cityhall@sandcityca.org.

EXHIBIT D: Title VI Exhibit for Federal Contracts

(US DOT Order 1050.2A)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. §47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human

health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq). https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/title-vi/appendix-e-of- the-title-v-i-assurances.pdf

MEMORANDUM

To: Caltrans District 5, Division of Local Assistance

From: Nick McIlroy, AICP, Planning Manager, City of Sand City

Date: September 28, 2026

Subject: Summary of Contract Negotiations and Fair and Reasonable Price Determination, Whitson Engineers, Sand City Multi-Use Trail Final Design, Federal Project No. 5366(002)

Purpose

This memo summarizes how the City negotiated the architectural and engineering (A&E) agreement with Whitson and Associates, Inc. dba Whitson Engineers (Whitson) for final design of the Sand City Multi-Use Trail, and how the City determined the negotiated price is fair and reasonable. The agreement is a cost-plus-fixed-fee contract with a not-to-exceed amount of $920,899.34.

Selection

- The City first advertised this work through an RFP and received only one proposal, at $1,898,599. The City did not award that proposal and re-solicited the work through a qualifications-based RFQ consistent with LAPM Chapter 10.
- Statements of qualifications were due July 6, 2026. The evaluation panel interviewed Whitson on July 16, 2026, and ranked Whitson first based on combined written and interview scores. Cost was not considered in the ranking.
- On July 27, 2026, the City notified Whitson it was the top-ranked firm and asked for a scoping meeting. The City said a formal LAPM cost proposal would be requested once scope was final.

Independent Cost Estimate

The City completed the Caltrans Part 1 ICE Worksheet on August 1, 2026, before receiving any cost information from Whitson. The ICE totals $1,268,390.83 and covers the full RFQ scope, including the SR 218 intersection work and right-of-way and utility support. It uses:

- 6,647 hours across project management, roadway, landscape, traffic, electrical, geotechnical, survey, environmental, public involvement, and administrative tasks
- Labor rates from BLS OEWS wage data for the Salinas MSA, with California statewide data as a fallback
- A conservative 222% indirect cost rate, a 13% fixed fee from the Caltrans Profit/Fee Worksheet (weighted guidelines method), and 3% annual escalation

The ICE and Profit/Fee Worksheet were submitted to Caltrans.

Scope Negotiations

- July 27, 2026: Whitson sent written scope questions. The City responded that (1) Task 5, SR 218 intersection improvements, stays in the scope but is priced as a separate optional item rather than folded into the base; (2) supplemental field survey (Task 2.2) applies only to Caltrans right of way if the SR 218 work proceeds; and (3) the Coastal Development Permit will be heard by the Sand City City Council, with Coastal Commission review only on appeal, so no Coastal Commission process was budgeted.
- August 18, 2026: Whitson provided a meeting agenda and a summary of its proposed fee, and asked for the current construction cost estimate and survey CAD files.
- August 21, 2026: The City held a scoping meeting with Whitson, BFS Landscape Architects, and Denise Duffy & Associates (DD&A) to confirm tasks, deliverables, and responsibilities.
- Scope refinements after the meeting: three technical reports were removed from DD&A's scope because another City consultant (EMC) has already prepared them, which avoids paying twice for the same work. Whitson also removed a fixed trail width from the project description so design is not locked in before the City decides.
- Whitson then submitted Exhibit 10-H cost proposals for the base scope and for optional Tasks 5 and 8, along with individual 10-H forms for each subconsultant (BFS, DD&A, Earth Systems Pacific, Hexagon Transportation Consultants, and Aurum Consulting Engineers). Each form shows hours by classification, actual hourly rates, indirect cost rates, fixed fee, and other direct costs.

Cost Proposal Review

The City compared the cost proposals to the ICE line by line.

- **Hours.** The Whitson team proposes 5,182 hours, 22% fewer than the ICE. The difference mostly reflects Whitson building on the existing 30% design and survey, and the scope refinements described above.
- **Labor rates.** Several of Whitson's actual hourly rates for senior staff are higher than the BLS-based ICE rates. For example, Whitson's Senior Civil Engineer is $80.50 per hour, compared to $62.48 in the ICE. Total direct labor is nearly the same, however: $346,983 in the proposal compared to $345,105 in the ICE. Whitson is using fewer, more experienced hours.
- **Indirect cost rates.** Whitson's ICR is 129.36% (fringe 29.34%, overhead 41.02%, G&A 59.00%). Subconsultant ICRs range from 132% to 225%. All are well below or close to the 222% assumed in the ICE. Once the higher labor rates are fully loaded, Whitson's Senior Civil Engineer costs about $203 per hour, compared to about $227 per hour for the equivalent ICE classification. Indirect costs are reimbursed only at approved rates and remain subject to audit under Article IX of the agreement.
- **Fixed fee.** All firms used a 10% fixed fee, below the 13% calculated in the City's Profit/Fee Worksheet.
- **Escalation.** Whitson used 5% annual salary escalation, compared to 3% in the ICE. The effect is $4,921 across all three cost proposals, and escalation is reimbursed only as actually incurred.
- **Other direct costs and subconsultants.** Other direct costs are limited: $3,000 for BFS reproduction, $100 for Aurum mileage, and lower-tier subconsultants for DD&A

(Cornerstone Earth Group, $4,980) and Earth Systems ($7,224). Whitson's totals match the subconsultant 10-H forms.

Table 1. ICE compared to Whitson team proposal

Item	City ICE	Whitson team proposal
Total hours	6,647	5,182
Direct labor (before escalation)	$345,105	$346,983
Indirect cost rate (ICR)	222% (conservative assumption)	129.36% (Whitson); subs 132% to 225%
Fixed fee	13% (Profit/Fee Worksheet)	10% (all firms)
Annual escalation	3%	5% ($4,921 total)
Average fully loaded cost per hour	$191	$178
Total	**$1,268,391**	**$920,899**

Table 2. Negotiated contract amount

Contract component	Total cost	Fixed fee
Base scope (Whitson and five subconsultants)	$676,253.46	$59,923.73
Optional Task 5: SR 218 intersection improvements (Whitson and Hexagon)	$208,958.61	$18,849.36
Optional Task 8: Right of way and utilities (Whitson)	$35,687.27	$3,244.30
Not-to-exceed total	**$920,899.34**	**$82,017.39**

Fair and Reasonable Determination

The City accepted Whitson's cost proposal without a price reduction. Scope was refined during negotiations, but the fee in the final 10-H forms matches Whitson's initial fee summary. The City did not seek a further reduction because the evidence below shows the price is already fair and reasonable:

- The negotiated amount is $347,491 (27%) below the City's ICE, which was prepared independently before any cost information was received.
- It is 40% below the $1,526,000 PS&E budget in the ATP Cycle 8 project estimate. That budget was based on 30% design plans and included engineering estimates prepared and reviewed by Harris & Associates and Kimley-Horn.
- It is 51% below the only proposal received under the City's earlier RFP ($1,898,599).
- Direct labor is within 1% of the ICE. The savings come from lower indirect cost rates and a lower fee, not from under-scoping the work.
- The 10% fixed fee is below the 13% calculated with the Caltrans weighted guidelines method.
- The total is about 10.6% of the $8,678,000 construction estimate (construction items plus contingency).
- The agreement is cost-plus-fixed-fee. The City pays only actual, allowable costs at approved rates plus the fixed fee, up to the not-to-exceed amount. Optional Tasks 5 and 8 are priced separately so their costs can be tracked and controlled apart from the base scope.

Table 3. Price comparisons

Estimate or proposal	Amount	Negotiated contract compared
Single proposal received under the City's earlier RFP	$1,898,599	$977,700 (51%) lower
PS&E budget in ATP Cycle 8 project estimate (30% design)	$1,526,000	$605,101 (40%) lower
City Independent Cost Estimate (ICE), August 1, 2026	$1,268,391	$347,491 (27%) lower
Negotiated contract, Whitson Engineers (base + Tasks 5 and 8)	**$920,899**	**n/a**

Conclusion

Based on the ICE, the ATP project estimate, the earlier RFP result, and a detailed review of each firm's 10-H cost proposal, the City has determined that the negotiated not-to-exceed amount of $920,899.34, including a fixed fee of $82,017.39, is fair and reasonable. The agreement will next go to the Sand City City Council for approval.

Nicholas McIlroy

Nick McIlroy, AICP
Planning Manager, City of Sand City

Attachments

- Part 1 ICE Worksheet (August 1, 2026) and Profit/Fee Worksheet
- ATP Cycle 8 Detailed Project Estimate (June 18, 2026)

Independent Cost Estimate - Part 1
(Summary Cost by Task)

Local Agency : City of Sand City
Project Name : Sand City Multiuse Bike Trail - Final Design
Project Location : Sand City and Seaside, CA (along the TAMC R-O-W and APN 011-301-028-000)
Control No. : #26-03
Local Agency Responsible Charge : Vibeke Norgaard, City Manager, City of Sand City
Phone : 831-394-3054
E-mail : vibeke@sandcityca.org
Date : August 1, 2026

Tasks	Total Hours	Direct Costs	Overhead	Fixed Fee	Escalation Rate	Total Project Cost
			222%	13%	3%	
1. Construction Engineering & Inspection	0	$ -	$ -	$ -	$ -	$ -
2. Project Management and QC	1312	$ 80,743	$ 179,250	$ 33,799	$ 2,422	$ 296,214
3. Roadway Design	2047	$ 107,272	$ 238,143	$ 44,904	$ 3,218	$ 393,536
4. Bridge Design	0	$ -	$ -	$ -	$ -	$ -
5. Landscape Design	959	$ 47,504	$ 105,460	$ 19,885	$ 1,425	$ 174,274
6. Admininstration	542	$ 13,751	$ 30,526	$ 5,756	$ 413	$ 50,445
7. Public Involvement	605	$ 36,056	$ 80,045	$ 15,093	$ 1,082	$ 132,276
8. Geotechnical Analysis	324	$ 20,244	$ 44,941	$ 8,474	$ 607	$ 74,265
9. Material Testing	0	$ -	$ -	$ -	$ -	$ -
10. Survey and Mapping	588	$ 26,551	$ 58,943	$ 11,114	$ 797	$ 97,405
11. Environmental	270	$ 12,984	$ 28,825	$ 5,435	$ 390	$ 47,634
12. User Defined 1	0	$ -	$ -	$ -	$ -	$ -
13. User Defined 2	0	$ -	$ -	$ -	$ -	$ -
14. User Defined 3	0	$ -	$ -	$ -	$ -	$ -
15. User Defined 4	0	$ -	$ -	$ -	$ -	$ -
Direct Costs (includes ICR + Fix Fee + Escalation Rate)						$ 1,266,051
Other Direct Costs (ODC)						$ 2,340
PROJECT COST						**$ 1,268,390.83**

Detailed Project Estimate and Total Project Costs - Cycle 8

revised 04/16/2026 v1

Important: Read the Instructions in the first sheet (tab) before entering data. Do not enter data in shaded fields (with formulas).

Project Information:

Agency: City of Sand City **Date:** 6/18/2026

Project Description: Multiuse Trail Project

Project Location: City of Sand City and City of Seaside

Licensed Engineer in responsible charge of preparing or reviewing this PSR-Equivalent Cost Estimate: Leon D. Gomez, P.E. **License #:** 69767

Project Estimate and Cost Breakdown:

Project Estimate (for Construction Items Only)

Item No.	Item	Quantity	Units	Unit Cost	Total Item Cost	Cost Breakdown: ATP Eligible/ ATP Funded Costs %	ATP Eligible/ ATP Funded Costs $	ATP Ineligible and/or Non-ATP Funded Costs %	ATP Ineligible and/or Non-ATP Funded Costs $	Corps/CCC to Construct %	Corps/CCC to Construct $
General Overhead-Related Construction Items											
1	Mobilization	1	LS	$410,000.00	$410,000	100%	$410,000				
2	Traffic Control	1	LS	$70,000.00	$70,000	100%	$70,000				
3	Stormwater Protection Plan	1	LS	$75,000.00	$75,000	100%	$75,000				
4			LS					100%			
5			LS					100%			
6			LS					100%			
7			LS					100%			
8			LS					100%			
9			LS					100%			
10			LS					100%			
General Construction Items											
11	7-day Before Con User Count- Infrastructure	1	LS	$45,000.00	$45,000	100%	$45,000				
12	7-day After Con Near Term User Count- Infrastructure	1	LS	$55,000.00	$55,000	100%	$55,000				
13	7-day After Con Long Term User Count- Infrastructure	1	LS	$55,000.00	$55,000	100%	$55,000				
14	Clearing & Grubbing	1	LS	$100,000.00	$100,000	100%	$100,000				
15	Remove and Dispose Existing Concrete Improvements, Asphalt Concrete Pavement, Gravel Surface	221486	LF	$4.50	$996,687	100%	$996,687				
16	Remove and Dispose Minor Structures including Sheds, Signs/Posts, and Tables	43	EA	$365.00	$15,695	100%	$15,695				
17	Remove and Dispose Existing Tree	36	EA	$1,500.00	$54,000	100%	$54,000				
18	Remove and Dispose Existing Fences and Walls	5310	LF	$19.00	$100,890	100%	$100,890				
19	Minor Concrete (Curb and Gutter)	666	LF	$80.00	$53,280	100%	$53,280				
20	Minor Concrete (Curb)	9250	LF	$30.00	$277,500	100%	$277,500				
21	Minor Concrete (ADA, Raised Crosswalk, Sidewalk, Driveway)	1115	SF	$30.00	$33,450	100%	$33,450				
22	Adjust and Relocate Utilities to Grade	17	EA	$1,200.00	$20,400	100%	$20,400				
23	Asphalt Concrete Pavement including Aggregate Base	9870	TON	$155.00	$1,529,850	100%	$1,529,850				
24	Stormwater Improvements	1	LS	$135,000.00	$135,000	100%	$135,000				
25	LED Lights (Standard and Type 15) with Foundation	132	EA	$8,500.00	$1,122,000	100%	$1,122,000				
26	Lighting System (Pull Box, Service Equipment & Enclosure, Conductors and Conduit, PG&E Service Connection)	1	LS	$260,600.00	$260,600	100%	$260,600				
27	RRFB System	2	EA	$60,000.00	$120,000	100%	$120,000				
28	Landscape - Minor Concrete (Paving & Pavers)	3197	SF	$30.00	$95,910	100%	$95,910				
29	Landscape - Surface Treatments (Decomposed Granite & Rubber Paving)	4490	SF	$25.00	$112,250	100%	$112,250				
30	Landscape - Trail Amenities (Table, Bench, Receptables, Bike Racks, Bike Repair Station, Pet Litter Station, Tree Grat	43	EA	$4,200.00	$180,600	100%	$180,600				
31	Landscape - Fitness Equipment	15	EA	$3,900.00	$58,500	100%	$58,500				
32	Landscape - Trail Signage	1	LS	$58,000.00	$58,000	100%	$58,000				
33	Landscape - Irrigation (Controller, Master Valve, Flow Sensor)	2	LS	$15,000.00	$30,000	100%	$30,000				
34	Landscape - Irrigation (Meter, Backflow, Valve, Bubblers)	60	EA	$610.00	$36,600	100%	$36,600				
35	Landscape - Irrigation Pipe Infrastructure	4380	LF	$25.00	$109,500	100%	$109,500				
36	Landscape - Drip Irrigation including infrastructure	37450	SF	$2.00	$74,900	100%	$74,900				
37	Landscape - Soil Preparation	486490	SF	$0.25	$121,623	100%	$121,623				
38	Landscape - Soil Import	233	CY	$50.00	$11,650	100%	$11,650				
39	Landscape - Shrubs, Plants and Recycled Mulch	266390	SF	$2.50	$665,975	100%	$665,975				
40	Landscape - Trees (Shade and Accent)	94	EA	$670.00	$83,000	100%	$83,000				
41	Landscape - 4-month Maintenance Agreement	1	LS	$58,500.00	$58,500	100%	$58,500				
42	Striping	1	LS	$75,110.00	$75,110	100%	$75,110				
43	Signs	1	LS	$6,000.00	$6,000	100%	$6,000				
44	Corner Ramps (Canyon Del Rey Blvd)	2	EA	$20,000.00	$40,000	100%	$40,000				
45	Bike Ramps (Del Monte Blvd)	1	EA	$8,000.00	$8,000	100%	$8,000				
46	Modify Signal and Lighting Systems (Canyon Del Rey Blvd at Del Monte Blvd)	1	LS	$190,000.00	$190,000	100%	$190,000				
47								100%			
48								100%			
49								100%			
50								100%			
51								100%			
52								100%			
	Subtotal of Construction Items:				**$7,545,470**		**$7,545,470**				
	Construction Item Contingencies (% of Construction Items):			**15.00%**	$1,131,820		$1,131,820				
	Total (Construction Items & Contingencies) cost:				**$8,678,000**		**$8,678,000**				

Project Delivery Costs:

Type of Project Cost	Cost $	ATP Eligible and ATP Funded Costs	ATP Ineligible and/or Non-ATP Funded Costs	"PE" costs / "CON" costs	
Preliminary Engineering (PE)					
Project Approval and Environmental Document (PA&ED):	$ 523,000	$523,000			
Plans, Specifications and Estimates (PS&E):	$ 1,526,000	$1,526,000		"PE" costs / "CON" costs	
Total PE:	**$ 2,049,000**	**$2,049,000**		24%	**25% Max**
Right of Way (RW)					
Right of Way Engineering:	$ -				
Acquisitions and Utilities:	$ 40,000	$40,000			
Total RW:	**$ 40,000**	**$40,000**			
Total Pre-Construction Costs (PE+RW):	**$2,089,000**	**$2,089,000**			
Construction Engineering (CE)				"CE" costs / "CON" costs	
Construction Engineering (CE):	$ 1,295,000	$1,295,000		15%	**15% Max**
Total Construction Costs (Construction Items & Contingencies + CE):	**$9,973,000**	**$9,973,000**			
		ATP Eligible and ATP Funded Costs	ATP Ineligible and/or Non-ATP Funded Costs		
Total Project Cost:	**$12,062,000**	**$12,062,000**			

Documentation of Eligible and/or Ineligible Costs:

The Engineer's justification for including typical ATP-Ineligible items in the ATP-Eligible column and logic and/or calculations for splitting costs between ATP-Eligible and Ineligible costs must be documented in this section of the Estimate form. Separate justification is required for each item which is partly ineligible for ATP funding or is required for the construction of an ineligible item/element of the project.

Item #:	Description of Engineer's Justification: (See example shown in the Instructions)

AGENDA ITEM
9B.

Approve a Resolution Approving a Public Works Contract for Construction Services with Monterey Peninsula Engineering (MPE) in an Amount not to Exceed $1,081,285 for the FY 25-26 Street Maintenance and Rehabilitation

City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: Vibeke Norgaard, City Manager, Leon Gomez, City Engineer, and Mark Parker, Public Works Manager
SUBJECT: Adopt a resolution approving a public works contract for construction services with Monterey Peninsula Engineering, Inc. in an amount not to exceed $1,081,285 for the "FY25-26 Street Maintenance and Rehabilitation (M+R)" Project and authorizing the City Manager to execute said contract.
DATE: **October 20, 2026**

BACKGROUND/DISCUSSION:
The City of Sand City (City) has developed a Pavement Management Program (PMP) to provide a systematic, data-driven framework to maintain, repair, and optimize its street network balancing life-cycle costs and to provide recommendations for maintenance and rehabilitation of streets. City Staff, including the City Engineer, Public Works Manager and Planning Manager have been working to implement recommendations from the PMP and developed the "FY 25-26 Street Maintenance and Rehabilitation (M+R)" Project (Project) which includes the M+R of asphalt pavement, concrete curb, gutter, sidewalk, creation of additional parking, ADA ramp upgrades, signing, striping, and storm drainage improvements, and related work. The Project will also implement recommendations from the West End Parking Plan to increase parking where feasible.

The **Base Bid** scope of work includes:

- Holly Street from California Avenue to Ortiz Avenue.
- Contra Costa Street from the north of Bay Ave at State Route 1 to Redwood Avenue.
- City Hall Parking Lot, including replacement of the existing sewer line.

The **Additive Alternate** scope of work includes:

- Playa Avenue from California Avenue to Metz Road
- California Avenue from the State Route 1 off-ramp/Caltrans Right-of-Way to approximately 150 feet south of the entrance to the Edgewater Shopping Center.

Due to limited funding, the basis of award for the Project was the Base Bid scope of work only. The Additive Alternate scope of work will not be awarded at this time.

On April 7, 2026, the City Council approved the 70% design of the Project. Based on this approval, the Project design was finalized and bid documents were prepared by the City Engineer. To ensure a competitive bid process, the Project was formally advertised on PlanetBids on August 28, 2026, with a bid closing date of September 28, 2026. A total of six (6) bids were received as summarized below, from lowest to highest.

Name of Bidder	Base Bid
Monterey Peninsula Engineering, Inc.	$1,081,285.00
McKim Corporation	$1,198,792.65
The Don Chapin Co., Inc.	$1,294,000.00
Anderson Pacific Engineering Construction, Inc.	$1,317,755.00
Granite Rock Company	$1,332,969.50
Precision Grade Inc.	$1,365,229.20

Staff reviewed all bid proposals and determined that Monterey Peninsula Engineering, Inc. (MPE) is the lowest responsive and responsible bidder. The Opinion of Probable Construction Cost (OPCC) for the Base Bid prepared by the City Engineer was $1,200,319.00. Therefore, staff recommends approval of a public works contract with MPE for construction services for the Project.

CEQA:
The Project is categorically exempt from the California Environmental Quality Act (CEQA) under State CEQA Guidelines Sections 15301 (Existing Facilities), 15302 (Replacement or Reconstruction), and 15303 (New Construction or Conversion of Small Structures). The Project consists of the repair and minor alteration of existing streets, sidewalks, curbs, gutters, and parking areas; the replacement of existing sewer and storm drain facilities with facilities of the same purpose and capacity; and limited new sidewalk, curb ramp, and drainage improvements within the existing developed right-of-way. None of the exceptions in CEQA Guidelines Section 15300.2 apply.

FISCAL IMPACT:
The three projects that make up the Project are included in the Five-Year Capital Improvement Plan (CIP) that was approved by Council on April 15, 2025. The City budgeted the following funds for these projects in FY 25-26:

$412,000 Pavement Management Program (account 6000-704)
$350,000 Parking Construction (account 6000-704)
$762,000 Total FY 25/26 Funds

The following funding will be brought to Council for approval with the FY 26/27 Budget:
$412,000 Pavement Management Program
$ 65,000 City Hall
$477,000 Total FY 26/27 Funds

The Five-Year CIP proposes $412,000 to be allocated for street management for FY 27/28 and $412,000 for FY 28/29. This additional funding for the project will be brought to Council for approval during the budget process at a later date, if needed.

The project will be funded through an allocation of $283,000 from the Measure X Fund, with the remaining $798,285 funded by the General Fund. These allocations may be adjusted based on the timing and amount of Measure X revenues received by the City on a quarterly basis.

RECOMMENDATION:

Adopt a resolution approving a public works contract for construction services with Monterey Peninsula Engineering, Inc. in an amount not to exceed $1,081,285.00 for the Fiscal Year (FY) 25-26 Street Maintenance and Rehabilitation (M+R) Project and authorize the City Manager to execute said contract.

ATTACHMENTS:

1. Resolution
2. Contract
    a. Exhibit A
    b. Exhibit B

CITY OF SAND CITY
RESOLUTION SC ____, 2026

RESOLUTION OF THE CITY COUNCIL OF SAND CITY APPROVING A PUBLIC WORKS CONTRACT FOR CONSTRUCTION SERVICES WITH MONTEREY PENINSULA ENGINEERING (MPE) IN AN AMOUNT NOT TO EXCEED $1,081,285 FOR THE "FY 25-26 STREET MAINTENANCE AND REHABILITATION" PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CONTRACT

WHEREAS, the City of Sand City (City) has developed a Pavement Management Program (PMP) to provide a systematic, data-driven framework to maintain, repair, and optimize its street network balancing life-cycle costs and to provide recommendations for maintenance and rehabilitation of streets; and

WHEREAS, staff have been working to implement recommendations from the PMP and developed the Fiscal Year 25-26 Street Maintenance and Rehabilitation (M+R) Project (Project) which includes the M+R of asphalt pavement, concrete curb, gutter, sidewalk, creation of additional parking, ADA ramp upgrades, signing, striping, and storm drainage improvements, and related work; and

WHEREAS, the Project will also implement recommendations from the West End Parking Plan to increase parking where feasible; and

WHEREAS, the Base Bid scope of work consists of Holly Street from Ortiz Ave. to California Ave., Contra Costa St. from Redwood Ave. to the north of Bay Ave. at State Route 1, and the City Hall Parking Lot, and the Additive Alternate scope of work consists of California Ave. from State Route 1 to 150 feet south of the Edgewater Center entrance and Playa Ave. from California Ave. to Metz Rd.; and

WHEREAS, due to limited funding available, only the Base Bid scope of work will be awarded at this time; and

WHEREAS, the City Engineer and staff prepared bid documents and formally advertised the Project on PlanetBids, a web-based electronic procurement and vendor management software system, on August 28, 2026, with a bid closing date of September 28, 2026; and

WHEREAS, a total of six (6) bid proposals were received for the Project which were reviewed by staff, who determined that the lowest responsive and responsible bidder was Monterey Peninsula Engineering, Inc. (MPE); and

WHEREAS, the City Council finds that the Project is categorically exempt from the California Environmental Quality Act (CEQA) under State CEQA Guidelines Sections 15301 (Existing Facilities), 15302 (Replacement or Reconstruction), and 15303 (New Construction or Conversion of Small Structures), and none of the exceptions in CEQA Guidelines Section 15300.2 apply; and

WHEREAS, staff recommends approval of a contract with MPE for construction services for the Project; and

NOW, THEREFORE, BE IT HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Sand City, State of California, as follows:

1. That the City Council approve a Public Works Contract between the City of Sand City and Monterey Peninsula Engineering, Inc. in an amount not to exceed $1,081,285 for the FY 25-26 Street M+R Project, in substantially the same form as shown in **"Attachment 2"** and by reference incorporated herein, and the City Manager is authorized and directed to execute the same.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Sand City, this 20th day of October 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

_____
Kerry Lindstrom, City Clerk

PUBLIC WORKS CONTRACT

"FY 25/26 PAVEMENT MAINTENANCE AND REHABILITATION (M+R)" PROJECT

THIS AGREEMENT, hereinafter referred to as the "Agreement", made and entered into this 20th day of October 2026, by and between the CITY OF SAND CITY, a municipal corporation, hereinafter referred to as the "City", and Monterey Peninsula Engineering, hereinafter referred to as the "Contractor";

WITNESSETH:

WHEREAS, the Council of the City has awarded a contract to the Contractor for performing the work hereinafter described in accordance with the City's Plans Specifications and Contractor's sealed proposal;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **SCOPE OF WORK.** Contractor shall furnish all labor, materials, equipment, and transportation necessary to perform the "FY 25/26 Pavement Maintenance and Rehabilitation (M+R)" Project ("the Work"), as more particularly described in the Notice to Contractors, Bid Schedule, and Special Provisions, attached hereto and incorporated herein as Exhibit A, and in accordance with the Contractor's accepted Proposal, attached hereto and incorporated herein as Exhibit B. In the event of a conflict or inconsistency between the text of the main body of this Agreement and Exhibit A or Exhibit B, the text of the main body of this Agreement shall prevail. The timing of commencement and completion of the Work is set forth in Section 3, Time of Performance, below.

2. **PAYMENT**. City shall pay Contractor an amount not to exceed: One Million Eighty-One Thousand Two Hundred and Eighty-Five Dollars ($1,081,285) for the full and satisfactory completion of the Work in accordance with the terms and conditions of this Agreement. The calculation of payment for the Work shall be set forth as described in the Compensation Form, attached hereto and incorporated herein as Exhibit B. The amount stated above is the entire compensation payable to Contractor for the Work performed hereunder, including all labor, materials, tools and equipment furnished by Contractor.

   Contractor shall not be compensated for any services rendered in connection with its performance of this CONTRACT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Contractor at the time CITY's written authorization is given to Contractor for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the CONTRACT, but in no event shall such sum exceed One Hundred and Eight Thousand One Hundred Twenty-Eight Dollars and Fifty Cents ($108,128.50) unless otherwise specified in the CONTRACT. Any additional work in excess of this amount shall be approved by the City Council of Sand City.

   (A) Invoices. City shall make monthly payments, based on invoices received, for Work satisfactorily performed. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Contractor. To be deemed complete and eligible for processing, each monthly progress payment invoice must include and be accompanied by the following required documentation: (1) current certified payroll reports and statements of compliance through the invoice date; (2) daily reports containing detailed task listings for all personnel, equipment, and subcontractors; (3) certified quantity calculations supporting all pay

items requested; and (4) conditional lien waivers for the current payment and unconditional lien waivers for previous payments pursuant to Civil Code Articles 8122–8138. Failure to submit complete documentation with the monthly invoice will result in the City returning the invoice without action.

(B) False Claims Act. Presenting a false or fraudulent claim for payment, including a change order, is a violation of the California False Claims Act and may result in treble damages and a fine of five thousand ($5,000) to ten thousand dollars ($10,000) per violation.

(C) Retention. Pursuant to California Public Contract Code Section 7107, City shall retain five percent (5%) of the value of Work completed and materials furnished as security for Contractor's faithful performance, to be released in accordance with the retention and progress payment procedures set forth in the Special Provisions.

3. **TIME OF PERFORMANCE.** The work under this contract **shall commence within fourteen (14) calendar days from the effective date of the Notice to Proceed and shall be completed on or before the expiration of** 90 calendar days from the effective date of the Notice to Proceed.

4. **SEVERABILITY.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

5. **GOVERNING LAW AND VENUE.** Contractor agrees that in the performance of this Agreement, it will comply with all applicable state, federal and local laws, codes and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Sand City. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Monterey or in the United States District Court for the Northern District of California.

6. **PUBLIC BIDDING.** In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. 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 by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. 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.

7. **COMPLIANCE WITH LAWS AND LABOR STANDARDS**

   8.1 **General Compliance.** Contractor shall comply with all applicable local, state, and federal laws, regulations, and ordinances in the performance of this Agreement, including California Health and Safety Code Section 33422.1 and California Labor Code Section 1770 et seq.

   8.2 **Prevailing Wages.** Not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification, or type of worker needed to execute the Project shall be paid to all workers, laborers, and mechanics employed in the execution of the Project by Contractor or any subcontractor. Local prevailing wage rates shall apply on all public works construction contracts exceeding twenty-five thousand dollars ($25,000) and all public works contracts for alteration, demolition, repair, or maintenance work exceeding fifteen thousand dollars ($15,000), pursuant to Sand City Municipal Code Section 12.18.060. The DIR wage determinations are on file at 1 Pendergrass Way, Sand City, CA 93955, and shall be posted at the job site by the Contractor.

   8.3 **Department Of Industrial Relations (Dir) Registration Requirements.** In accordance with Labor Code Sections 1725.5, 1771.1, 1771.3, and 1771.4, this project is subject to compliance

monitoring and enforcement by the Department of Industrial Relations (DIR). No contractor or subcontractor may be listed on a bid proposal or engage in the performance of any public work contract unless currently registered and qualified to perform public work pursuant to Section 1725.5.

8.4 **Certified Payroll Records and Submittals**. Contractor and each subcontractor shall keep, maintain and submit certified payroll records in accordance with California Labor Code Section 1776 and all applicable Department of Industrial Relations requirements, including electronic submission requirements.

8.5 **Working Hours And Overtime Restrictions**. Eight hours labor constitutes a legal day's work. Contractor or any subcontractor shall forfeit penalties to the State for workers required or permitted to work more than 8 hours in any one calendar day or 40 hours in any one calendar week without proper overtime compensation, pursuant to Labor Code Sections 1810 through 1815.**Apprenticeship Compliance**. Contractor and all subcontractors shall comply with the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 concerning the employment and training of apprentices.

8. **Payment of Taxes; Tax Withholding.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. To be exempt from tax withholding, Contractor must provide City with a valid California Franchise Tax Board form 590 ("Form 590"). Unless Contractor provides City with a valid Form 590 or other valid, written evidence of an exemption or waiver from withholding, City may withhold California taxes from payments to Contractor as required by law. Contractor shall obtain, and maintain on file for three (3) years after the termination of this Agreement, Form 590s (or other written evidence of exemptions or waivers) from all subcontractors. Contractor accepts sole responsibility for withholding taxes from any non-California resident subcontractor and shall submit written documentation of compliance with Contractor's withholding duty to City upon request.

9. **WORKER'S COMPENSATION.** By execution of this Agreement, the Contractor certifies as follows:
"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

10. **Indemnification**

11.1 **Contractor's Performance.** Contractor shall indemnify, defend with counsel selected by the City, and hold harmless City, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from Services performed pursuant to this Agreement caused in whole or in part by any negligent or willful act or omission of Contractor, its officers, agents, employees, or anyone directly or indirectly acting on behalf of Contractor. The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the gross negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Contractor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

11.2 **Excuse for Performance.** The City and Contractor (collectively "Parties") shall be excused from performing their respective obligations hereunder and from any obligation to pay liquidated damages if they are prevented from so performing by reason of earthquakes, fires, floods, war, civil insurrection, riots, strikes, freight embargoes, pandemics, and other similar catastrophic events which are beyond the control of and not the fault of the party claiming excuse from performance hereunder, and are not reasonably foreseeable or discoverable through due diligence. Notwithstanding the foregoing, adverse market conditions or the inability to obtain financing shall not constitute an excuse from performance. The Party claiming excuse from performance shall, within five (5) calendar days after such Party has notice of such cause, give the other Party notice of the facts constituting such cause and asserting its claim to excuse under this Section. If either Party validly exercises its rights under this Section, the Parties hereby waive any claim against each other for any damages sustained thereby. The partial or complete interruption or discontinuance of Contractor's services caused by one (1) or more of the events described in this section shall not constitute a default by Contractor under this contract. Notwithstanding the foregoing, however, if Contractor is excused from performing its obligations hereunder for any of the causes listed in this section for a period of thirty (30) calendar days or more, City shall nevertheless have the right, in its sole discretion, to terminate this contract by giving ten (10) Business Days' notice to Contractor. In no event shall an excuse of performance delay cumulatively exceed one hundred and eighty (180) days.

11.3 **PERS Indemnification.** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing Services under this Agreement is determined by a court of competent jurisdiction of the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any and all employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City, and any attorneys' fees and costs incurred by the City to enforce this Section.

11.4 **No Limitation of Liability.** The indemnities set forth in this Section shall not be limited by the insurance requirements set forth in this Agreement.

11. **Compliance with All Applicable Laws.**

(A) Contractor shall comply with all applicable local, state and federal laws, regulations and ordinances in the performance of this Agreement.

(B) Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby. Contractor shall include the provisions of this section in any subcontract approved by the City.

(C) Contractor shall comply with the requirements of the Secretary of Labor and the latest amendments to: Executive Orders 11246 as amended by Executive Order 11375 , as supplemented in Department of Labor regulations (41 C.F.R. chapter 60); the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in Department of Labor regulations (29 C.F.R. part 3); Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §§ 1701 et seq.); Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000); Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. §§ 5301 et seq.); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 701 et seq.)

(D) Contractor shall comply with all applicable rules, regulations, and standards issued by the California Air Resources Board (CARB), including but not limited to regulations governing

vehicular emissions, off-road diesel equipment, and portable engines. Contractor shall furnish certificates of compliance with CARB regulations for all applicable equipment utilized in the performance of the Work upon request by the City.
(E) Pursuant to California Labor Code Section 6500, Contractor shall possess a valid Construction Activity Permit for excavations or trenches that are five (5) feet or deeper into which a person is required to descend, and shall maintain such permit for the life of the contract. Furthermore, pursuant to California Labor Code Section 6705, prior to commencing excavation of any trench five (5) feet or more in depth, Contractor shall submit to the Engineer a detailed shoring and bracing plan designed by a registered civil or structural engineer at least five (5) working days prior to the commencement of excavation.

12. **AMENDMENTS.** No modification or amendment of this Agreement is effective unless made in writing and signed by both the City and Contractor.

13. **ASSIGNMENT AND SUBCONTRACTING.** Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of the City. Any substitution of subcontractors shall comply with the Subletting and Subcontracting Fair Practices Act, Public Contract Code Section 4100 et seq.

14. **Independent Contractor**. It is understood and agreed that this Agreement is not a contract of employment and does not create an employer-employee relationship between the City and Contractor. At all times, Contractor shall be an independent contractor and Contractor is not authorized to bind the City to any contracts or other obligations without the express written consent of the City.

15. **Excavations**. In accordance with Public Contracts Code Section 7104, Contractor shall promptly notify the City in writing of discovery of any material Contractor believes may be hazardous waste as defined in Section 25117 of the Health and Safety Code or of any subsurface or latent physical conditions at the site of any unusual nature differing materially from those generally inherent in the work described in Exhibit A. Upon receipt of such communication, City shall promptly investigate the conditions and if conditions do materially differ, shall issue a change order providing for additional time or payment of additional costs.

16. **Relocation of Utilities**. In the event that the completion of the services described in Exhibit A requires the removal or protection of main or trunk line public utility facilities, the City shall be responsible for removal and protection of such public utilities pursuant to Government Code Section 4215.

17. **Insurance**. Prior to beginning the Work and continuing throughout the term of this Agreement, Contractor (and any subcontractors) shall, at Contractor's (or subcontractor's) sole cost and expense, furnish the City with certificates of insurance evidencing that Contractor has obtained and maintains insurance in the following amounts:

    A. Workers' Compensation that satisfies the minimum statutory limits. Employer's Liability insurance shall be maintained with a limit of no less than ONE MILLION DOLLARS ($1,000,000) per accident for bodily injury or disease.

    B. Commercial General Liability and Property Damage Insurance in an amount not less than TWO MILLION DOLLARS ($2,000,000) combined single limit per occurrence, FIVE MILLION DOLLARS ($5,000,000) annual aggregate, for bodily injury, property damage, products, completed operations and contractual liability coverage. The policy shall also include coverage for liability arising out of the use and operation of any City-owned or City-furnished equipment used or operated by the Contractor, its personnel, agents or subcontractors.

    C. Comprehensive automobile insurance in an amount not less than ONE MILLION DOLLARS ($1,000,000) per occurrence for bodily injury and property damage including coverage for owned and non-owned vehicles.

All insurance policies shall be written on an occurrence basis and shall name the City Indemnitees as additional insureds. The certificates shall contain a statement of obligation on the part of the carrier to notify the City of any material change, cancellation, termination or non-renewal of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation, termination or non-renewal. Further, if the Contractor's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

18. **General Warranties and Guarantee**. Contractor warrants that: (A) All Work, Products and/or Services are as described in this Agreement, including any exhibits incorporated, conform to all drawings, samples, descriptions and specifications; (B) All Work, Products and/or Services delivered are new and of good merchantable quality, free from material defects of workmanship and fit for the purpose for which sold or provided; (C) Contractor has good title to all Products delivered and all Products delivered are free from liens and other encumbrances; and (D) Contractor's Work will be in strict conformity with all applicable local, state, and federal laws. For purposes of this warranty, any parts not meeting the foregoing quality shall be deemed defective. Contractor shall guarantee the Work to be free of defects in material and workmanship for a period of one (1) year following the City's acceptance of the Work ("Contractor's Guarantee"). As part of Contractor's Guarantee, Contractor agrees to make, at Contractor's own expense, any repairs or replacements made necessary by defects in material or workmanship which become evident within the one-year guarantee period. The Contractor's Guarantee is effective regardless of whether or not a maintenance bond is required by the City for this Agreement.

19. **Licenses**. Contractor represents and warrants that Contractor possesses all licenses, permits, and qualifications legally required for the performance of the Work, including but not limited to a business license from the City and payment of any applicable business license tax. Contractor shall, at Contractor's sole cost and expense, maintain all such licenses, permits and qualifications in full force and effect throughout the term of this Agreement. Contractor shall hold, and shall maintain in good standing throughout the term of this Agreement, a Class "A" Contractor's License issued by the California Contractors State License Board.

20. **Damage to City Facilities and Site Safety**. Damage to City or public facilities or private property caused by the Contractor or by its subcontractors during performance of the Work shall be repaired and/or replaced in kind at no cost to the City. The worksite shall be kept clean and free of hazards at all times during installation. After work is completed at the site, Contractor shall clean the surrounding area to the condition prior to performance of the Work.

21. **Final Inspection and Work Acceptance.** All Work shall be subject to final inspection and acceptance or rejection by the City. Contractor shall guarantee the Work to be free of defects in material and workmanship for a period of one (1) year following the City's acceptance of the Work.

22. **MISCELLANEOUS PROVISIONS**.

23.1 Dispute Resolution. Prior to initiating litigation in a court of competent jurisdiction, both Contractor and City shall undergo alternative dispute procedures as outlined in Public Contract Code Section 20104, et seq. The Parties also expressly agree that such procedures are incorporated as though fully set forth in this Agreement.

23.2 Prevailing Party. In the event that either party to this Agreement commences any legal action or proceeding (including but not limited to arbitration) to interpret the terms of this Agreement, the prevailing party in such a proceeding shall be entitled to recover its reasonable attorney's fees associated with that legal action or proceeding.

23.3 Termination. City may terminate or suspend this Agreement at any time and without

cause upon written notification to Contractor. Upon receipt of notice of termination or suspension, Contractor shall immediately stop all work in progress under this Agreement. The City's right of termination shall be in addition to all other remedies available under law to the City.

23.4 **Successors.** This Agreement shall bind and insure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of Contractor in the same manner as if such parties had been expressly named herein. All times stated herein or in the contract documents are of the essence hereof. As used in this instrument, the singular includes the plural, and the masculine includes the feminine and the neuter. This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.

23.5 **Contract Administration.** This Agreement shall be administered by Audrey Cray ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

23.6 **Notices.** Any written notice to Contractor shall be sent to:

_____

_____

_____

Any written notice to City shall be sent to:
City of Sand City
Department of Public Works
1 Pendergrass Way
Sand City, CA 93955

23.7 **IRS Form W-9.** Contractor shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

23.8 **Attorneys' Fees.** If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

23.9 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

23.10 **Entire Agreement.** This Agreement represents the entire and integrated agreement between the Parties. This Agreement may be modified or amended only by a subsequent written agreement signed by both Parties.

23.11 **Non-Liability of Officials, Employees and Agents.** No officer, official, employee or agent of City shall be personally liable to Contractor in the event of any default or breach by City or for any amount which may become due to Contractor pursuant to this Agreement.

23.12 **Survival.** The obligations of this Agreement, which by their nature would continue beyond the term or expiration of this Agreement, including without limitation obligations regarding indemnification shall survive the term or expiration of this Agreement.

23.13 **Contract Bonds.** Prior to execution of this Agreement, Contractor shall furnish to City: (i) a Performance Bond in an amount equal to one hundred percent (100%) of the

Contract amount, and (ii) a Payment (Labor and Materials) Bond in an amount equal to one hundred percent (100%) of the Contract amount, each in a form acceptable to City and in accordance with Public Contract Code Section 9550 et seq. Contractor may substitute securities for any bond as permitted by Public Contract Code Section 22300. Contractor shall maintain the Performance Bond in effect throughout the guarantee period described in Section 18, or substitute a bond equal to twenty percent (20%) of the total Contract amount, whichever is greater.

23.14 **Liquidated Damages.** If the Work is not completed within the time specified in Section 3, Time of Performance, as such time may be extended in writing by the City, Contractor shall pay City liquidated damages of $4,200 for each calendar day of delay beyond the time specified, or the actual damages sustained, whichever is greater. City may deduct such liquidated damages from any amounts due or to become due to Contractor. The Parties agree that City's actual damages in the event of such delay would be impracticable or extremely difficult to ascertain, and that this liquidated damages provision represents a reasonable estimate of such damages.

23.15 **Local Hiring Requirement.** Contractor shall make good-faith efforts to comply with Sand City Municipal Code Section 12.20.030 et seq. to hire qualified individuals who are residents of the Monterey Bay Area (Monterey, Santa Cruz, and San Benito Counties) in sufficient numbers so that no less than eighty percent (80%) of Contractor's total construction work force, including subcontractor work force and measured in labor work hours, is comprised of Monterey Bay Area residents. Contractor shall require the same commitment of all subcontractors.

23. The Sand City City Council awarded this contract on October 20, 2026 by Resolution _____ C.S.

24. This Agreement shall consist of this Public Works Contract document and the following items, all of which are on file in the office of the City Clerk and are incorporated herein and made a part hereof by reference:

A. Plans and Specifications
B. Accepted Proposal
C. Performance Bond
D. Payment Bond (Labor and Materials)
E. Certificates of Compliance with CARB Regulations
F. Non-Collusion Declaration
G. Debarment and Suspension Certification
H. Certification(s) of Good Faith Effort to Hire Local Residents
I. Subcontractor's List
J. Acknowledgement of Addenda
K. Certification of Worker's Compensation Insurance
L. Declaration of Bidder

IN WITNESS WHEREOF, said Contractor and said City have hereunto set their hands, all on the day and year first above written.

MONTEREY PENINSULA ENGINEERING

_____

Signer Date

CITY OF SAND CITY

_____

Vibeke Norgaard, City Manager Date

ATTEST:

By:_____ Date:_____

Kerry Lindstrom, City Clerk

By:_____ Date:_____

Audrey Cray, Risk Manager

APPROVED AS TO FORM

By:_____ Date:_____

Adam Lindgren, City Attorney

FY 25/26 PAVEMENT MAINTENANCE AND REHABILITATION (M+R) PROJECT

SPECIAL PROVISIONS

GENERAL

The work, in general, consists of: the maintenance and rehabilitation of street pavement and associated infrastructure, including the demolition and/or removal of concrete curbs, gutters and sidewalks, concrete planters, concrete crosswalks, curb ramps, cross gutters and spandrels, trees and landscaping, and the construction of new concrete curbs, gutters, and sidewalks, asphalt concrete dikes, asphalt pavement rehabilitation including aggregate base, stamped asphalt concrete crosswalks, storm drain catch basins, manholes, and pipes, minor sanitary sewer improvements, utility cover adjustments, utility cover relocations, signing and striping.

PLANS AND SPECIFICATIONS

A component in one Contract part applies as if appearing in each. The parts are complementary and describe and provide for a complete work. The work embraced herein shall be done in accordance with the appropriate provisions of the Standard Specifications insofar as the same may apply, and in accordance with the specifications and plans. In case of conflict between the Standard Specifications, Standard Plans, and these Special Provisions and the Plans, the order of precedence shall be as follows:

Special Provisions shall take precedence over Plans and the Plans shall take precedence over Standard Specifications and Standard Plans. These Special Provisions shall also take precedence over conflicting portions of the "General Provisions, Part III" of these project specifications.

ADMINISTRATIVE WORKFLOW

Notwithstanding any reference to Caltrans Standard Specifications regarding dispute resolution, progress payments, or administrative submittals:

- Claims Resolution: Any claim by Contractor for a time extension, for payment of money not otherwise provided for, or for payment of a disputed amount, shall first be resolved through the mandatory claim, response, and meet-and-confer/mediation process set forth in Public Contract Code Section 9204, which applies to all such claims regardless of amount and is set forth in full in the "Resolution of Construction Claims" section below. For claims of $375,000 or less that remain unresolved after that process, subsequent proceedings shall be governed by Public Contract Code Section 20104 et seq., including referral to judicial arbitration as provided therein. Nothing in this section waives or diminishes the City's or Contractor's rights or obligations under Public Contract Code Section 9204.
- Progress Payments: Monthly progress estimates and retention withholdings shall be administered directly through the Sand City Engineer, utilizing simplified local invoicing forms rather than complex state highway data systems.

CARB – CERTIFICATES OF REPORTED COMPLIANCE (*NEW REQUIREMENT*)

The California Air Resources Board ("CARB") has approved amendments to the In-Use Off-Road Diesel-Fueled Fleet regulations ("Regulations") which impact construction contractors and subcontractors and will apply to public works projects awarded after January 1, 2024. For a project involving the use of diesel-fueled vehicles subject to these Regulations, the apparent low bidder shall obtain and submit to the City, within fourteen (14) calendar days after the Bid Opening Date, copies of valid Certificates of Reported Compliance ("CRC") for all subject vehicles (both the bidder's and its listed subcontractors') that will be used on the Project. The CRCs, or a detailed explanation of any exemption from the CRCs, must be

submitted within this period so that the bidder's responsibility can be evaluated by the City prior to award. Failure to timely submit the required CRCs, or a detailed explanation of any exemption from the Regulations, may render the bidder non-responsible, in which case the City may reject the bid and proceed to evaluate the next lowest responsive, responsible bidder.

The In-Use Off-Road Diesel-Fueled Fleets regulations apply to all self-propelled off-road diesel vehicles 25 horsepower or greater and most two-engine diesel vehicles (except on-road two-engine sweepers) owned and operated in California. The Regulations cover a wide range of vehicle types ranging from small skid steer loaders used in small landscaping jobs to bulldozers, forklifts, cranes, and excavators, and includes vehicles/fleets that are rented or leased.

All CRCs must contain a fleet identification number, which is stored on CARB's database and available through the CARB website. All CRCs are available for download starting March 1 of each year and until February 28 of the following year and are automatically updated by CARB if a Contractor is in compliance. The City is required to retain CRCs for three years after the project is complete, and the CRCs are subject to CARB review upon five calendar days' notice.

Further information regarding the Regulations and this new requirement may be found on the California Air Resources Board website at https://ww2.arb.ca.gov/our-work/programs/use-road-diesel-fueled-fleets-regulation.

CONTRACT BONDS

For Bid Bond requirements, see Part I, Bid Bond, of these Specifications.

The Contractor, at the time of signing and executing the contract, shall execute and file with the City a performance bond to the satisfaction and approval of said City, in a sum of not less than one hundred percent (100%) of the amount of the contract conditional upon the faithful performance of the contract. For additional information, see Guarantees elsewhere in these specifications.

The Contractor, at the time of signing and executing any contract in excess of twenty-five thousand dollars ($25,000), shall execute and file with the City a payment bond (public works labor and materials bond) to the satisfaction and approval of said City, in a sum of one hundred percent (100%) of the amount of the contract in accordance with Civil Code §9550 et seq.

All bonds must be signed by principal(s) of the Contractor. All required signatures on the bond must be notarized. The surety's Attorney-in-Fact must sign all copies of the bonds, impress or affix the corporate seal on each copy, and provide one current copy of the Power of Attorney for the Attorney-in-fact.

The surety shall be an admitted carrier in California with a valid surety license and possess a minimum rating from A. M. Best Company of A-VII. The Surety and /or co-sureties must be listed as an acceptable surety on federal bonds by the United States Department of the Treasury, subject to the maximum amount shown in the listing. If co-sureties are used, their bonds shall be on a joint and several basis.

Please refer to the separate bond forms on PlanetBids.

Notwithstanding the above, the Contractor may substitute adequate securities for any bond called for under the provisions of these Specifications as set forth in Public Contracts Code Section 22300. Alternate security substitutions shall be submitted to the City no later than ten (10) days after written notice that a contract has been awarded to the contractor to allow processing and escrow agreement for in lieu security.

The Contractor shall submit the contract with their signature affixed thereto, required bonds or alternate security and evidence of insurance that conforms to the contract within fifteen (15) calendar days after written notice that a contract has been awarded to them.

The Contractor shall maintain the performance bond in full force and effect during the guarantee period for

the purpose of insuring that said repairs or replacements will be made, or may, at the Contractor's option, replace said performance bond for a similar bond in the amount of twenty percent (20%) of the total contract amount, including adjustments, or the original performance bond, whichever is greater.

TIME LIMITS

Within fifteen (15) calendar days after written notice that a contract has been awarded (Notice of Award), the Contractor shall submit two (2) signed original contracts, required bonds or alternative security, evidence of insurance that conforms to the contract, and City of Sand City Business License or evidence of application for said license.

The Contractor shall diligently prosecute the contract to completion on or before the expiration of **90 calendar days** from the effective date of the Notice to Proceed.

LICENSES AND PERMITS

Prior to the execution of any contractual agreements, the successful Bidder shall obtain a City of Sand City Business License, and all applicable permits for construction.

City permits shall be issued at no charge.

Contractor shall be required to obtain and hold an appropriate Permit (such as an Encroachment Permit) from the Engineering Department and/or a Building Permit from the Building Department. Contractor shall provide a copy of the completed permit(s) to the Engineering Department no later than three (3) days prior to the start of construction. The permit application fee(s) shall be waived. Where applicable, the City shall submit permit applications.

SITE INSPECTION

It shall be the Contractor's responsibility to inspect the site and become thoroughly familiar with all aspects of the work to be done.

The submission of a bid shall be conclusive evidence that the Bidder has investigated the site and is thoroughly satisfied as to the conditions to be encountered, as to the character, quality, and scope of the work to be performed; the quantity of materials to be furnished; and as to all the requirements of these specifications.

It shall be the Contractor's responsibility to be aware of surface and subsurface drainage conditions that may exist at the site. The Contractor is further responsible for work necessary to rectify any resulting drainage problems; labor, materials, equipment, and incidentals necessary to achieve the solution shall be borne by the Contractor.

SUBMITTALS

The review of submittals and approval thereof by the City does not relieve the Contractor from compliance with the requirements and intentions of the plans and specifications to which the submittals pertain.

Submittal Format:

1. Contractor shall submit individually bound copies of all submittals and revised submittals to the City's construction manager. A minimum of two (2) copies shall be submitted unless otherwise directed. Submittal submission may be done in pdf form via email.

2. All submittals shall have a cover sheet containing the following:

a. Submittal date, submittal number and submittal revision number (as applicable),
b. City project name,

3. Each submittal item shall clearly identify the specification section(s) and paragraph(s) for with the submittal item pertains to.

4. Contractor is not guaranteed a specific review time period. If Contractor requires a quick submittal turnaround of specific submittal items, Contractor must indicate which submittal items require a quick turnaround by attaching a memo to the submittal indicating such and the requested turnaround period. The City shall make every effort to meet the requested review period.

5. Contractor shall place orders for all materials or equipment in time to prevent any delays to the construction schedule or project completion. If any materials or equipment are not ordered in a timely fashion, any additional charges made by equipment manufacturers and/or suppliers to complete the manufacturer and/or delivery in time to meet the construction schedule or project completion, together with any special handling charges shall be borne by the Contractor.

Submittal Content and Product Data:

1. Contractor shall review and accept submittals prior to submission.

2. Submittals shall contain all required information such as shop drawings, product data, etc.

3. Each submittal item shall be identified by manufacturer, brand name, trade name, model number, size, rating and additional information as is necessary to properly identify and verify the materials and equipment. The phrase "as specified" is not considered sufficient.

4. Where possible, submittal information shall be limited to the specific item being submitted. In the event multiple materials or equipment are described in one submittal, Contractor shall clearly identify the pertinent information being submitted on.

5. Accessories, controls, finish, etc. not required to be submitted or identified with the submittal shall be furnished and installed as specified.

CONSTRUCTION SURVEYS

The City shall provide construction staking and survey control for this project. The City's Surveyor, who performed the original base survey, will furnish all construction stakes and marks necessary to establish the lines and grades required for the completion of the work as shown on the plans and specifications. The Contractor shall give at least seventy-two (72) hours' written notice to the Construction Manager when staking is required and shall have at least a half days' worth of work per visit. The City's surveyor or the City shall provide the Contractor with request forms and additional information.

The City Surveyor shall also be responsible for identifying, referencing, protecting, perpetuating, resetting, and/or replacing existing survey monuments that may be disturbed or destroyed by construction activities, including preparation and filing of any required Corner Records or Records of Survey. The Contractor shall notify the City Surveyor immediately upon discovering any monument that may be affected by construction operations and shall not disturb any survey monument without prior coordination.

All distances and measurements are given and will be made in a horizontal plane. Grades will be given from the top of stakes or nails, unless otherwise noted.

Finished surfaces in all cases shall conform to the lines, grades, cross-sections and dimensions shown on the approved plans and specifications. Deviations from the approved plans and specifications must be approved by the Engineer and authorized in writing.

Staking will include one set of stakes or marks at about twenty-five feet on center (25' O/C) which shall be used for excavation, filling, and alignment of improvements.

The Contractor shall preserve all stakes and points set for lines, grades, or measurement of the work in their proper places until authorized to remove them by the Engineer. All expenses incurred in replacing stakes that have been removed without proper authority, or damaged due to the Contractor's operations, shall be paid by the Contractor.

The City shall be given the opportunity to check forms for line and grade prior to any concrete being placed.

Should the Contractor request staking beyond that described above, or re-staking due to the Contractor's failure to preserve stakes, such additional staking shall be performed by the City's Surveyor at the Contractor's expense, and the cost shall be deducted from monies due the Contractor.

PROTECTION OF PRIVATE PROPERTY

Private property grounds and facilities, if damaged or removed because of the Contractor's operations, shall be restored or replaced to same or better than the original condition and located in the same position and alignment as is reasonably possible. Contractor shall comply with the applicable portions of Section 5-1.36, "Property and Facility Preservation", Section 7-1.05, "Indemnification", and Section 7-1.06, "Insurance" of the Standard Specifications.

CONSTRUCTION QUALITY CONTROL

Definitions

Quality Management (QM) - All control and assurance activities instituted to achieve the product quality established by the contract requirements.

Contractor Quality Control (CQC) - The construction contractor's system to manage, control, and document contractor's, suppliers', and subcontractor's activities to comply with contract requirements.

Contractor Responsibility

General: The Contractor shall establish and maintain an effective quality control system in compliance with the Plans and Specifications. The quality control system shall consist of plans, procedures, and organization necessary to provide materials, equipment, workmanship, fabrication, construction, and operations which comply with contract requirements. The system shall cover construction operations both onsite and offsite, and shall be keyed to the proposed construction sequence.

The Quality Control Plan

Quality Control Plans and Procedures.

The Contractor will be required to prepare a Quality Control Plan. This plan shall include, as a minimum, the following:

1. A description of the quality control procedures, including a chart showing lines of authority and acknowledgement that the Contractor shall implement the control system for all aspects of the work specified and shall report to the project manager or someone higher in the Contractor's organization.

2. The name, qualifications, duties, responsibilities, and authorities of each person assigned a QC function.

3. A copy of the letter to the Engineer signed by an authorized official of the firm which describes the

responsibilities and delegates the authority to implement the QC plan shall be furnished.

4. Procedure for scheduling and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents.

5. Control testing procedures for each specific case. Note that in the case of federally-funded projects, QA/QC testing must be performed by the city by a Caltrans-certified lab.

6. Reporting procedures including proposed reporting formats.

QC Plan Implementation

1. Preconstruction Conference. During the pre-construction conference, a mutual understanding of the CQC system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's management with the Engineer's inspection. Minutes of the conference shall be prepared by City staff, and be signed by both the Contractor and the Engineer. The minutes shall become a part of the contract file. There may also be occasions when subsequent conferences will be called to reconfirm mutual understandings.

2. General. After issuance of the Notice to Proceed, and prior to the start of construction, the Contractor shall furnish, for acceptance by the Engineer, the Contractor Quality Control (CQC) Plan with which he proposes to implement the requirements of Contract Clause entitled "Construction Quality Control". The plan shall identify personnel, procedures, instructions, records, and forms to be used. If the Contractor fails to submit an acceptable QC plan within the time herein prescribed, the Engineer may refuse to allow construction to start if an acceptable interim plan is not furnished.

3. Control of Materials, Tests, and Inspections. As listed below, and noted elsewhere in the specifications but not limited to the following items, the Quality Control Plan will include the dates for the Contractor to furnish certificates for product, or product test compliance, shop drawings or catalog cuts and requests for inspection or review.

    a. Tests and Inspections:
    Sub-grade compaction
    Aggregate placement and compaction
    Forms Placement
    Trench backfill and bedding
    Reinforcing bar placement
    Fill Material (if applicable)
    Pipe placement
    Lateral Connections
    High Strength Fasteners and Bolts
    Epoxy

    b. Materials and Materials Certification:
    Aggregate Base
    Hot Mix Asphalt/Asphalt Concrete
    Concrete
    Catch Basin and Manhole Casting
    Reinforcing Bar
    Pipe Material
    Trench backfill material
    Lumber
    RC pipe
    Slurry backfill

c. Daily Reports

The Contractor shall provide copies of daily reports which describe the work performed, weather conditions, personnel and equipment on site, and quality control activities performed.

The Contractor will not be paid for work prior to Engineer reviewing and accepting daily reports for the period of time payment is requested.

4. Acceptance of Plan. Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Engineer reserves the right to require the Contractor to make changes in the CQC plan and operations as necessary to obtain the quality specified.

5. Notification of Changes. After acceptance of the QC plan, the Contractor shall notify the Engineer in writing of any proposed change. Proposed changes are subject to acceptance by the Engineer.

6. Testing and Certification. The Contractor shall pay for all tests and inspections as required by the Plans and Specifications. The Contractor shall furnish certification of materials being used, upon request of the Engineer, without additional charge.

GUARANTEE

Materials and labor guarantees shall be per Part III of these specifications. All warranty shall be to the satisfaction of the City. Final payment will not be released without submission of warrantees. Any materials installed in Army Buildings (with City of Sand City approval) shall issue warranty (if exists) to the United States Army prior to formal acceptance of work, and deliver to the City of Sand City, Engineering Department.

REGULATIONS

The Contractor and all subcontractors shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the work, safety and hiring/employment practices. Nothing in the Plans and Specifications shall be construed to permit work not conforming to the regulations and codes set forth herein which include, but are not limited to the following:

1. Americans with Disabilities Act (ADA) accessibility and employment standards. In the event of conflicting federal and state standards, the standard that provides greater access will take precedence.

2. Sand City Municipal Code, as amended,

3. California Building Code, latest edition as adopted by the City of Sand City,

4. California Electrical Code, latest edition as adopted by the City of Sand City,

5. California Mechanical Code, latest edition as adopted by the City of Sand City,

6. California Plumbing Code, latest edition as adopted by the City of Sand City,

7. California Green Building Standards Code, latest edition as adopted by the City of Sand City,

8. California Historic Building Code, latest edition as adopted by the City of Sand City,

9. California Occupational Safety and Health Administrative Code, latest edition,

10. California Government Code Section 4216, Protection of Underground Infrastructure,

11. National Fire Protection Associations NFPA 1 Fire Code, latest edition,

12. The California Labor Code,

13. Federal Water Pollution Control Act (Clean Water Act), and,

14. Porter-Cologne Water Quality Control Act (California Water Code Section 13000 et seq.).

15. Title 13, California Code of Regulations, Sections 2449, 2449.1, and 2449.2.

PUBLIC SAFETY AND PROTECTION OF THE WORK

The Contractor shall furnish, erect and maintain such fences, barricades, guards, lights and other devices as are necessary to prevent accidents and avoid damage to the construction work or injury to the public. No separate payment shall be made for such work. If in the opinion of the Engineer, adequate barricades or warning devices are not maintained by the Contractor, the City may furnish and erect same and charge the Contractor therefore. Attention is directed to Sections 7-l.03 "Public Convenience" and 7-l.04, "Public Safety", of the Standard Specifications published by the State of California Department of Transportation.

PRE-CONSTRUCTION CONFERENCE

Prior to the beginning of any work on this project, a pre-construction conference shall be held at the City Hall, 1 Pendergrass Way, Sand City, CA. The date and time of this conference shall be established by the Contractor contacting that office at 831-394-3054 not less than forty-eight (48) hours in advance of the meeting date and time.

An itemized list of materials and equipment the Contractor proposes to use on the project shall be submitted to the City prior to or during the preconstruction conference.

A preliminary project timeline shall be submitted to the City prior to or during the preconstruction conference.

LIQUIDATED DAMAGES

Unless stated otherwise in the Specifications, it is agreed by the parties to the contract that in case all the work called for under the contract is not completed before or upon the expiration or the time limit as set forth in these specifications, damage will be sustained by the City of Sand City and that it is and will be difficult or impossible to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City of Sand City the sum of four thousand two hundred dollars **($4,200)** per day for each and every day's delay beyond the time prescribed to complete the work or the actual damages ascertained, whichever will be greater; and the Contractor agrees to pay such liquidated damages as herein provided; and in case the same are not paid, agrees that the City of Sand City may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

It is further agreed that, in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City shall have the right to extend the time for completion of the contract or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge to the Contractor, their heirs, assigns or sureties, and to deduct from the final payment of the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence and other overhead expenses during the period of such extension, except that the cost of final measurements and preparation of final estimate shall not be included in such charges.

NOTICES

All notices which the City or the Contractor may be required, or may desire, to serve on the other, shall be effective only if delivered by personal delivery or by postage prepaid, First Class Certified Return Receipt Requested
United States Mail, addressed to the City or the Contractor at their respective address set forth in the Declaration of Bidder, or such other address(es) as either the City or the Contractor may designate from time to time by written notice to the other in conformity with the provisions hereof. In the event of personal delivery, such notices shall be deemed effective upon delivery, provided that such personal delivery requires a signed receipt by the recipient acknowledging delivery of the same. In the event of mailed notices, such notice shall be deemed effective on the third working day after deposit in the mail.

CONSTRUCTION PROCEDURE

An outline of the proposed construction procedure shall be submitted by the Contractor to the Engineer for review and shall obtain their approval before beginning work. The Engineer will be especially interested in:

1. Minimizing any interruption to use of driveways (no more than 4-hour interruption). Any interruption more than 4 hours shall be prearranged with the Engineer. Residence occupant shall be notified with a written notice a minimum of five (5) business days in advance.

2. Adjacent property owners shall be notified with a written notice a minimum of three (3) business days in advance of any construction impacts.

3. Minimizing any interruption to building operations and parking lots. Contractor shall notify the Engineer a minimum of one week in advance of any interruptions to building operations and parking lots.

4. Minimizing any hazard to the general public.

5. Proper handling of hazardous materials.

6. All work will occur between 7 am and 7 pm unless otherwise approved in writing.

7. Contractor shall notify the Engineer a minimum of twenty-four (24) hours in advance of concrete placement for checking and acceptance of forms by the Engineer prior to concrete placement. Mitigation of concrete placement done without acceptance of forms by the Engineer prior to concrete placement shall be the sole responsibility of the Contractor. The costs of such mitigation shall be borne by the Contractor.

Traffic control requirements cited elsewhere in these Specifications must be considered in the construction procedure submitted to the Engineer.

TRAFFIC CONTROL

Pursuant to the authority contained in the California Vehicle Code, Section 591, the City has determined that within those areas that are within the limits of the project and are open to traffic, the Contractor shall comply with all the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. In accordance with the statement in Vehicle Code Section 591, this section shall not relieve the Contractor or any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of the Contractor's equipment and the protection of the public from injury and damage from the Contractor's equipment.

Traffic control shall conform to the provisions of Section 12, "Temporary Traffic Control" of the Standard Specifications and the most current version of the California Manual on Uniform Traffic Control Devices (CA MUTCD) as adopted by Caltrans.

A Traffic Control Plan (TCP) shall be submitted to the Engineer for approval at least 10 workings days prior

to scheduled construction and must be applicable to existing site conditions. When site specific TCPs are used the plan must be to scale and include a scale, north arrow, and street names. If plans are developed by a licensed engineer, the plans shall be stamped, signed, and dated by the professional civil or traffic engineer in accordance with the California Professional Engineers Act. When typical applications from Chapter 6H of the MUTCD are used the Engineer may approve their use with or without additional conditions. The Engineer has 10 days to respond and must approve the traffic control plan before work can begin. The City is not responsible for any delays resulting from rejected TCPs that do not meet the requirements of the MUTCD and these Specifications.

Contractor shall notify all emergency services, affected residences, affected businesses, and the Engineering Department (831) 394-3054 a minimum of five (5) business days in advance as to proposed closures and alternate routes available.

The following shall be incorporated into the Traffic Control Plan:

1. Two (2) travel lanes shall be open during non-working hours.

2. At least one (1) travel lane shall remain open during working hours. Flag persons or other appropriate traffic control devices as approved by the Engineer shall be used during periods of one-way travel.

3. Access to driveways shall be left open unless work is actually being performed in areas fronting the driveway. All driveways shall be accessible during non-working hours. See Construction Procedure elsewhere in these specifications.

4. No trench shall be left open during non-working hours.

5. Parking restrictions will be acceptable when and where needed. (All require prior approval of the Engineer).

The following requirements apply to Traffic Control Plans:

1. All Traffic Control Plans shall follow the CA MUTCD Chapter 6. Examples may be found at: https://dot.ca.gov/-/media/dot-media/programs/safety-programs/documents/ca-mutcd/rev-5/camutcd2014-rev5-a11y.pdf

2. The contractor shall submit a TCP using legible lettering. Show location and dimensions of the work zone, lanes, tapers, parking and any staging areas.

3. Label streets and proposed traffic control area. Show all nearby streets with street names to assure proper orientation.

4. Show all affected sidewalks, crosswalks, bike lanes, driveways and intersections in the construction work zone including areas affected by taper transition.

5. If a sidewalk, crosswalk or path is obstructed or partially obstructed, contractor must then submit an ADA compliant pedestrian traffic control plan in accordance with the CA MUTCD chapter 6D and the Public Rights-of-Way Accessibility Guidelines (PROWAG). Please refer to: https://dot.ca.gov/-/media/dot-media/programs/safety-programs/documents/ca-mutcd/rev-5/camutcd2014-part6-rev5.pdf

6. Label all taper lengths and widths, delineator spacing and sign spacing. Indicate location of construction signs, barricades and delineators.

7. Show all parking restriction zones and signs, as appropriate. Temporary "NO PARKING" signs shall be posted seventy-two (72) hours prior to commencing work.

8. Indicate on the TCP the duration of the construction work, including dates and times.

9. Indicate on the TCP the Contractor's name, address and telephone number. Include the Contractor's during and after hours Representative's contact information (name, telephone number).

10. It is the Contractor's responsibility to assure that all Traffic Control Plans (TCP) and traffic control devices are in compliance with the current version of the CA MUTCD as adopted by Caltrans.

Traffic Control Plans shall contain the following notes:

1. Minimum width of temporary traffic lanes is ten (10) feet clear (from delineator or cone base, not center). Minimum width at truck routes is eleven (11) feet clear.

2. The City Traffic Engineer or their representative has the authority to make any field changes to assure public safety.

3. All traffic control devices shall be removed from view when not in use. Signs shall not be facing traffic when not in use.

4. Spacing of channelizing devices shall not exceed twenty-five (25) feet.

5. Any road closure also requires notification be provided to the City of Sand City Fire Department and Police Department. Notifications may be made at the non-emergency telephone number, 831.646.3914.

6. All temporary traffic delineation (delineators and cones) used shall be a minimum of thirty-six (36) inches tall. Retroreflective bands are required for night time traffic control.

7. Any work that disturbs normal traffic signal operations shall be coordinated with the Streets Division and Traffic Signal Maintenance Contractor.

8. The Contractor is responsible for restoring the road back to satisfactory condition including, but not limited to, paving, striping, markings, signs and traffic signal loop detectors within five (5) calendar days of completion of work at affected intersections or road segments.

9. Any work that created an undue safety risk or creates severe congestion may be shut down by the City Traffic Engineer, their representative, Field Inspector or Police Department personnel.

The Contractor is to notify residences and/or businesses **a minimum of three (3) business days** in advance of closing access to any driveways or providing any detours or changes in on-street parking. Notifications shall be in writing.

Contractor shall provide all labor and facilities required for safe and expeditious handling of traffic during the course of construction. Contractor shall provide all flaggers, signs, delineators, and barricades required for traffic control and shall modify or remove same at appropriate times. The Engineer shall be the sole judge as to the adequacy of the Contractor's traffic control measures. If such measures are found to be inadequate by the Engineer, the City may furnish and install same and charge the Contractor therefor.

The Contractor shall, at their own expense, construct and maintain in good condition, such detours, detour bridges and temporary crossings for use by the public as deemed necessary or expedient by the Engineer for the proper execution of the work.

The Contractor shall designate a representative who can be reached immediately (24 hours per day) in the event of traffic control device failures.

CONSTRUCTION PROJECT SIGNS

The Contractor shall post temporary Sand City Capital Improvement Project signs, one at each end of the blocks or at entrances to project sites, in a manner approved by the Engineer. Sign panels shall be provided by the City and mounted on stakes. Sign panels and posts, if provided by the City, shall be returned to the City in good condition.

REMOVAL OF OBSTRUCTIONS

The Contractor shall remove and dispose of all structures, debris or other obstructions of any character to the construction called for in the plans, specifications, and as required by the Engineer.

If archeological items or hazardous wastes are discovered during construction operations, the Contractor shall cease operations in those areas and the Contractor shall immediately notify the Engineer.

The Contractor shall remove and dispose of all trees designated for removal as shown on the plans, designated by the specifications and as required by the Engineer for the proper completion of the work. See Tree Protection Requirements elsewhere in these specifications.

UNDERGROUND UTILITIES

Contractor shall locate all underground obstructions and utilities, (electric, gas, water lines, etc.). Prior to any trenching operation, Contractor shall pothole underground obstructions and utilities that appear to be in conflict with the new construction. The Plans show the approximate location of underground facilities in the project area as they have been provided to the City. Repair of damage to any utility line shown on the Plans with reasonable accuracy shall be made at the Contractor's expense. However, the City shall fairly compensate the Contractor for costs of locating and repairing damage not due to failure of the Contractor to exercise reasonable care, and removing or relocating such facilities not indicated or in a location different from that indicated on the Plans and Specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the City or utility company to provide for removal or relocation of such utility facilities. Contractor shall notify all utility companies of trenching operations forty-eight (48) hours in advance to enable the utility companies to take any action they deem appropriate.

UTILITY COMPANY COORDINATION

Contractor shall coordinate construction activities with the utility companies as required and shall adjust the construction schedule to accommodate utility relocation as necessary.

CONTRACT PLANS AND SPECIFICATIONS

The Contractor will be supplied with five sets of plans and specifications at no expense. One of these sets of plans is to be used for the purpose of recording record (as-built) conditions. Additional sets will be furnished on request at the cost of reproduction. The work shall conform to the contract plans and specifications, all of which form a part of the contract documents and are available in the office of the City Engineer, City Hall, Sand City, California.

DUST CONTROL

The Contractor shall minimize dust generation from the jobsite and shall spray the site with water or dust palliative as required, in accordance with Section 14-9, "Air Quality", of the Standard Specifications.

CONNECTION TO EXISTING UTILITIES

The City shall permit the Contractor to use available existing utilities at the City's expense, excluding telephone; however, if the Contractor chooses to make use of said utilities, Contractor shall assume full responsibility for any changes made by Contractor related thereto, and for any consequences caused thereby. Upon completion of the work, Contractor shall remove any modifications to existing utilities made by Contractor, and shall restore existing utilities to conditions existing at time of award.

SANITARY FACILITIES

Contractor may provide their own portable sanitary facilities on-site, for the duration of the work. Coordinate location(s) with the Engineer. Existing City-owned sanitary facilities may be used.

INSPECTION OF WORK

It is the responsibility of the contractor to call for all required inspections within the required time lines. The City of Sand City reserves the right to perform random inspections at any time.

The Engineer shall at all times have access to the work during construction, and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship and character of materials used and employed in the work.

Whenever the work provided and contemplated by the contract shall have been satisfactorily completed and the final cleanup performed, the Engineer will make the final inspection.

RECORD DRAWINGS

A set of marked-up prints, clear, legible, and made with standard drafting tools and indicating all changes, added work, and deviations from the design and reflecting the record (As-Built) condition of the work must be received before the work is considered complete. Existing utilities exposed during construction are to be located, including invert or top elevation, and shown on the Record (As-Built) drawings.

The Record (As-Built) Drawings shall be submitted for the Engineer's acceptance with each progress payment. Final Record (As-Built) Drawings shall be submitted for the Engineer's acceptance before final payment and Notice of Completion on this contract will be made. The final pay application will not be considered complete until accurate Record (As-Built) Drawings have been submitted by the contractor and accepted by the City.

The Contractor shall prepare final as-built drawings of the project based on actual conditions after construction. As-built drawings shall be prepared in AutoCAD with any changes clearly delineated within the file. The City will provide the AutoCAD drawings for the plan set and reference files for the contractor's use. AutoCAD and PDF files shall be submitted electronically to the City for record.

ENVIRONMENTAL/POLLUTION PREVENTION REQUIREMENTS

Contractor shall comply with all air pollution and environmental control rules, regulations, ordinances and statutes that apply to the project and any work performed pursuant to the contract. Additionally, Sand City Municipal Code Chapter 13.05 Stormwater Management Section 13.05.060 Prohibition of Illegal Discharges, states,

> *"No person shall discharge or cause to be discharged into the municipal storm drain system or water courses any materials, including, but not limited to, pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than stormwater."*

Regardless of project size, the Contractor shall submit a site-specific Erosion and Sediment Control Plan or Storm Water Pollution Prevention Plan for City review and approval prior to start of work. The Contractor shall effectively implement and properly maintain storm water best management practices (BMPs) during

construction to prevent discharges of pollutants, and including trash, to local drainages and waterways. Contractor shall comply with all water quality regulations in Sand City Municipal Code Chapter 13.05 Stormwater Management, and City Phase II Storm Water Permit requirements as prescribed by the State Water Resources Control Board (SWRCB) and Central Coast Regional Water Quality Control Board (RWQCB) regulations for the prevention of construction site discharges of pollutants, illicit discharges, and enforcement of prohibited and illicit discharges. The contractor shall employ at all times storm water runoff controls and BMPs at the site, including but not limited to erosion prevention, sediment controls, site stabilization, good housekeeping practices, proper materials storage, handling, and waste management, and similar pollution prevention measures to prevent dumping or illegal discharges during construction into the street and/or storm drain system. Storm water management and control practices shall result in the following outcomes on all construction sites, regardless of size:

- Protection of storm drain inlets and adjacent waterways must be implemented at all times to prevent illicit discharges of sediment, construction debris and fluids, and waste of any kind;

- No release of hazardous substances, such as oils, paints, thinners, fuels, and other chemicals; if such a spill occurs that may threaten local water quality, contractor must call 911 immediately and notify City Public Works staff;

- Minimization of site disturbance shall be kept to that portion necessary for construction only, and perimeter controls shall be implemented at all times during all weather conditions;

- Soil stabilization of graded areas shall be in place at all times where construction activities have temporarily and/or permanently ceased;

- No deposit of mud, soil, sediment, concrete washout, trash, dewatering, or other similar construction-related material or waste shall occur on or into public rights of way, private streets, or into the City's storm water system and related natural resources, either by direct deposit, dropping, discharge, erosion, or tracking by construction vehicles. Any such discharge shall be cleaned-up promptly if an immediate threat to water quality exists, or if not immediate, at the end of the current work shift or workday in which the deposit occurred, whichever comes first;

- No runoff from graded areas or stockpile areas shall contain sediments and/or pollutants. Stockpiles shall be adequately and securely covered to avoid contact with rainfall and wind to prevent soil and stockpile movement by water and/or wind;

- Runoff containing sediments shall be captured in secondary containment structures and either treated to remove sediments prior to discharge or infiltrated in the soil on-site;

- No exposure of graded areas and stockpile areas to storm water run-on shall occur. Run-on shall be controlled by diversion structures such as dikes, secondary containment, or stockpile covers; and,

- All hard-surfaced areas are to be swept regularly and free of dirt and construction debris such that the surface of the pavement is clearly visible at all locations, and construction entrance/exist(s) shall be adequately stabilized to prevent tracking of soil/sediment from reaching streets/paved surfaces and drainage pathways.

Best management practices (BMPs) are required to be illustrated in construction Plans and employed on all construction sites as applicable to the construction activity and shall provide for, and not be limited to: inlet protections, perimeter protections, erosion prevention and soil control measures, soil stabilization measures, spill prevention and discharge control measures; solid waste containment; concrete waste management; proper vehicle and equipment cleaning, fueling, and maintenance; and proper materials management and storage. Detailed procedures to accomplish these protections can be found through the California Storm Water Quality Association's *Construction BMP Handbook Portal*, U.S. EPA *Construction BMP Database and Factsheets*, *Caltrans Storm Water Quality Manuals and Handbooks*, and the *Erosion*

and Sediment Control Field Manual by San Francisco Bay Regional Water Quality Control Board. Referenced documents are available for viewing at the City of Sand City, City Hall.

Activities to be performed by Contractor include, but are not limited to:

- Development and submittal of an Erosion and Sediment Control Plan or Storm Water Pollution Prevention Plan for City review and approval prior to construction start.

- At all times, Contractor shall implement and maintain the temporary and permanent vegetation (if any), erosion and sediment control measures, and other protective BMP measures in good and effective operating condition by performing routine inspections to determine condition and effectiveness of BMPs, restoration needs for destroyed vegetative cover, and by repair of erosion, sediment, and other protective measures.

- Contractor shall inspect the following areas at least once every seven (7) calendar days, unless otherwise necessary based on current weather conditions or as directed by City inspector, and always within 24 hours prior to and after any predicted storm:

    - Inlet protections and perimeter controls;
    - Vehicle entry and exist locations;
    - Vehicle parking and storage areas;
    - Disturbed areas of the construction site,
    - Areas that have not been finally stabilized,
    - Areas used for storage of materials that are exposed to wind or precipitation,
    - Equipment and staging areas that are exposed to wind or precipitation; and,
    - All waste storage and handling devices and areas.

    Where sites have been finally stabilized, such inspection shall be conducted at least once every month.

- Areas noted above shall be inspected for proper BMP implementation and necessary BMP maintenance, as well as evidence of, or the potential for:

    - Erosion, or
    - Sediments entering waterways or the drainage system, or
    - Pollutants entering waterways or the drainage system.

    Erosion and sediment control measures shall be observed and maintained to ensure that they are operating correctly. Discharge locations or points shall be inspected regularly to ascertain whether erosion control measures are effective in preventing sedimentation and subsequent degradation of receiving water quality in violation of receiving water quality standards. Vehicle entry and exist locations shall be inspected for evidence of offsite sediment and pollutant tracking and need for cleanup and improved BMP protection measures

- Deficiencies observed during inspections shall be noted and rectified before the end of the workday.

Additionally, the Contractor shall comply with the State Water Resources Control Board's Construction General Permit (CGP), as applicable to the project. Projects subject to the CGP include those that disturb one or more acres of soil, are less than one acre and are part of a common plan of development or sale, or applicable Linear Underground/Overhead Projects, and are required to obtain coverage under the State's CGP for Discharges of Storm Water associated with Construction Activity Construction General Permit Order 2009-0009-DWQ, and subsequent amendments thereto. Construction activities subject to this permit include clearing, grading, and disturbances to the ground such as stockpiling, or excavation, but do not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. Application for CGP coverage is made by the Contractor through a Notice of Intent (NOI) to the SWRCB and involves much interaction with the applicable RWQCB as CGP regulator. The Contractor shall develop

and supply the City with NOI and associated Storm Water Pollution Prevention Plan (SWPPP) for review and records purposes.

CGP coverage requires the development and implementation of a SWPPP. The SWPPP contents are mandated by the SWRCB and are subject to change, and typically contain site map(s) which shows the construction site perimeter, existing and proposed buildings, lots, roadways, storm water collection and discharge points, general topography both before and after construction, and drainage patterns across the project. The SWPPP must illustrate the placement of BMPs for the construction project and list pollution prevention BMPs the discharger will use to protect storm water runoff. Additionally, applicable SWPPPs must contain a visual monitoring program and a chemical monitoring program for "non-visible" pollutants to be implemented. All SWPPPs must be developed by a Qualified SWPPP Developer (QSD) and implemented by a Qualified SWPPP Practitioner (QSP), and supplied to the City for review and comment. Additional CGP information on can be found at the State Water Resources Control Board CGP website:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml

Construction site storm water management and control measures shall be implemented year-round regardless of "season". All construction site BMPs shall be implemented at the appropriate level for the construction activity at hand and in a proactive manner during all seasons while construction is ongoing.

In addition to inspections performed by the City, the City's Environmental Compliance Division representative may perform periodic site monitoring visits to ensure the contractor complies with the requirements specified herein. The City shall provide copies of the completed site monitoring reports to the Contractor. In the event work is found non-compliant, a follow up site monitoring visit will be conducted to ensure non-compliant items have been corrected to the satisfaction of the City. If non-compliant items are not properly addressed prior to the follow up site monitoring visit, the costs associated with additional follow up site monitoring visits shall be deducted from the Contractor's final payment.

TREE PROTECTION REQUIREMENTS

The following guidelines are established pursuant to Chapter 16.12 of the Sand City Municipal Code, which states:

The City Council of the City of Sand City finds that the trees located within the City limits are a valuable aesthetic resource. Removal of significant trees could reduce scenic beauty and the attractiveness of the area to residents, business owners and visitors.

1. The Tree Protection Guidelines shall apply to all "significant trees" in the City of Sand City, defined as any tree which is equal to or greater than 10 inches DBH.

2. These standards do not apply to unprotected trees or trees previously approved for removal as shown in the plan set.

3. All cut, fill, and/or building foundations shall be located a minimum of 4.0 times the diameter of the tree away from the outside edge of the trunk of all trees scheduled for preservation. However, the minimum distance permitted shall be 6' - 0", away from the outside edge of the trunk for all trees of a trunk diameter less than 2' - 0". The diameter of a tree shall be measured at four feet six inches (4' - 6") above the surrounding grade [Diameter at Standard Height (DSH)].

4. All significant trees shall be marked with a spot of paint, or flagging and temporarily fenced during construction. The marking serves to notify City inspectors and workers that the tree is to be fenced at all times during construction. Fencing and marking shall be installed prior to the issuance of building or grading permits and shall be located at the edge of the root zone. The root zone is determined to be that area located out a distance 15 times the trunk diameter in all directions. At no time shall the fencing be located closer than 3' - 0" from the outside edge of the trunk or further

than 3' - 0" away from the approved building wall line, foundation, retaining wall, or grade cut, whichever provides the greater distance from the tree trunk. Tree Protection Fencing (TPF) shall consist of six (6) feet tall plastic snow fencing and shall be rigidly supported and maintained during all phases of construction. Fenced areas shall not be used for material stockpile, storage, vehicle parking, or dumping of materials, chemicals, or garbage. Fenced areas shall be maintained in a natural condition and not compacted. Removal of fencing shall only be approved by the City Planner.

5. All approved construction work within the root zone of trees scheduled for preservation shall observe the following minimum tree protection practices:

    a. Hand trenching at point or line of grade cuts closest to the trunk to expose major roots 2" in diameter or larger. In cases where rock or unusually dense soil prevents hand trenching, mechanical equipment may be approved by the City Planner, provided that work is closely supervised to prevent tearing or other damage to major roots.

    b. Exposed major roots shall be cut with a saw to form a smooth surface and avoid tears or jagged edges.

    c. Absorbent tarp or heavy cloth fabric shall be placed over new grade cuts where roots are exposed and secured by stakes. 2" to 4" of compost or woodchip mulch shall be spread over the tarp to prevent soil moisture loss. The tarp should be thoroughly wetted at least twice per week to ensure constant moisture levels until backfilling occurs. In very dry climate conditions, additional watering may be required to maintain a constant moisture level. This program of watering shall be maintained through all phases of construction including delays and other periods of inactivity.

6. All Tree Protection devices must be in place prior to the start of construction. Please contact the City Planner 831-394-3054 for inspection to confirm Tree Protection or with any general tree preservation questions.

7. Chapter 16.12, Significant Tree Protection, is available at https://ecode360.com/42879785.

CLEANUP

All work sites shall be kept as clear of equipment, material and waste material as is practicable at all times. The City of Sand City and/or government Representative shall make the determination that this requirement is being complied with.

If the City is required to provide cleanup of the work sites due to failure of the Contractor to so provide, or in case of emergency, the City shall charge the Contractor the actual cost of labor and materials and may deduct said costs from any monies due and owing the Contractor.

Upon completion and before making application for acceptance of the work, the Contractor shall clean the street and/or other areas of work, and all ground occupied by the Contractor in connection with the work, of all rubbish, excess materials, temporary structures, and equipment, and all parts of the work shall be left in a neat and presentable condition.

CONTROL OF WORK

CONTRACT COMPONENTS

These specifications, the plans and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all; they are intended to be cooperative, to describe, and to provide for a complete job.

Shop drawings required by the plans, specifications or the Engineer shall be furnished by the Contractor and approved by the Engineer before any work relating to the shop drawings is performed unless approval is waived in writing by the Engineer.

It is mutually agreed that shop drawing approval by the Engineer does not relieve the Contractor of any responsibility for accuracy of dimensions and details, and that the Contractor shall be responsible for agreement and conformity of the shop drawings with the approved plans, specifications and site conditions.

Submittal review and approval by the Engineer does not relieve the Contractor from compliance with the requirements and intentions of the plans and specifications.

All authorized alterations affecting the requirements and information given on the approved plans and specifications shall be in writing. No changes shall be made on any plan, specification or drawing after the same has been approved by the Engineer, except by direction of the Engineer.

In the event of discrepancy, written dimensions shall take precedence over scaled dimensions.

ENGINEER'S AUTHORITY

The Engineer shall respond to any and all inquiries as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all inquiries as to the interpretation of the plans and specifications; all inquiries as to the acceptable fulfillment of the contract on the part of the Contractor; and all inquiries as to claims and compensation. The Engineer's response shall be final and the Engineer shall have executive authority to enforce and make effective such responses.

Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in the plans and specifications, the Contractor shall submit a written Request for Information (RFI) to the Engineer. Responses to RFI's shall be in writing and deemed part of the contract documents. Contractor shall comply with response explanation or interpretation so far as may be consistent with the intent of the plans, specifications and amendments thereto.

In the event of doubt or question relative to the true meaning of the plans and specifications, reference shall be made to the City Manager, or their designee, whose decision thereon shall be final.

ASSIGNMENT

The contract may be assigned only upon the written consent of the City Council.

SUBCONTRACTING

Any Proposed substitution of subcontractors must comply with the requirements of the Subletting and Subcontracting Fair Practices Act, California Public Contract Code §4100, et seq.

The Contractor shall give their personal attention to the fulfillment of the contract and shall keep the work under their control.

Subcontractors will not be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, and their work shall be subject to the provisions of the contract, plans and specifications.

Where a portion of the work sublet by the Contractor is not being prosecuted in a manner satisfactory to

the Engineer, the subcontractor shall be removed immediately on the requisition of the Engineer and shall not again be employed on the work.

REPRESENTATIVE

The Contractor shall assign a representative per Section 5-1.16, Representative, of the Standard Specifications and submit contact information (name, telephone number) to the City of Sand City Engineering Department. If the after-hours representative is different than the on-site representative, provide contact information for both.

The Contractor shall be constantly on the work during its progress or shall be represented by a foreman who is competent to receive and carry out instructions which may be given by the proper authorities, and the Contractor shall be held liable for the faithful observance of any lawful instructions of the Engineer not in conflict with the contract, and which may be delivered to the Contractor, contractor's superintendent, foreman, or other representatives on the work. If the Contractor believes the Engineer's instructions are in conflict with the contract, the Contractor shall immediately bring it to the attention of the Engineer in writing.

The Contractor shall provide and maintain an office in the City of Sand City near the site of the work and shall allot such space to the Engineer or their representative as is required for proper keeping of records and plans of work, if required by the plans or specifications.

EQUIPMENT

While certain sections of these specifications may provide that equipment of a particular size and type is to be used to perform portions of the work, it is to be understood that the development and use of new or improved equipment is to be encouraged.

The Contractor may request, in writing, permission from the Engineer to use equipment of a different size or type in place of the equipment specified.

The Engineer, before considering or granting such request, may require the Contractor to furnish, at Contractor's expense, evidence satisfactory to the Engineer that the equipment proposed for use by the Contractor is capable of producing work equal to, or better than, that which can be produced by the equipment specified.

PROPERTY AND FACILITY PRESERVATION

Attention is directed to Section 5-1.36, Property and Facility Preservation, Section 7-1.05, Indemnification and Section 7-1.06, Insurance, of the Standard Specifications. Due care shall be exercised to avoid injury to existing street improvements or facilities, utility facilities, adjacent property, roadside trees and shrubbery that are not to be removed.

The Contractor shall be held responsible for any damages to existing streets, highways, roads, driveways, sidewalks, curbs, gutters, utilities, other public facilities or private property caused by Contractor's operations. Where the work calls for cutting into or disturbing existing materials, the Contractor shall patch or repair the existing area to a neat, finished product. This shall include touch up or repair of the existing which was disturbed, and repair to the same structural capacity as the existing facility or better.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in protecting or repairing property, shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed.

CONTRACTOR'S RESPONSIBILITY FOR WORK

All work which is defective in its construction or deficient in any of the requirements of the plans and

specifications shall be remedied or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction.

The inspection of the work shall not relieve the Contractor of any of their obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked or approved by the Engineer and accepted or estimated for payment.

All work done beyond the lines and grades shown on plans or established by the Engineer, or any extra work done without written authority, will be considered as unauthorized and will not be paid for.

Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this article, the Engineer shall have authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed. The cost of removing, replacing, or repairing said defective or unauthorized work may be deducted from any monies due and owing the Contractor but said right of set-off shall be an alternative and not the sole remedy of the City.

Until the formal acceptance of the work by the City (as constituted by the filing of the Notice of Completion), the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by the acts of the federal government or the public enemy.

Should the City elect to occupy a project before acceptance, the City will issue a Notice of Substantial Completion designating those portions of the work that will be occupied or utilized. Contractor shall be relieved from maintenance and from the responsibility of injury and damage to this work. However, any guarantees will not begin until acceptance of the entire project, and the Contractor shall retain responsibility for making good defective work or materials.

EMPLOYEES

All workmanship shall be fully up to the highest standard of modern construction and practice. The employment of labor shall comply with the prevailing local labor conditions and the Contractor shall employ only competent, careful, orderly persons upon the work. If at any time it shall appear to the Engineer that any person employed upon the work is incompetent, careless, reckless, or disorderly, or disobeys or evades orders and instructions, such person shall be immediately discharged and not again employed upon the work.

CONTROL OF MATERIALS

GENERAL

The Contractor shall furnish without charge such samples of materials and tests of materials as are required by the plans, specifications or the Engineer. No material shall be used until it has been approved by the Engineer.

All tests of materials ordered by the Engineer and made by the Contractor shall be made in accordance with commonly recognized standards of national organizations, and such special methods of tests as are prescribed in the plans and specifications.

All materials not conforming to the requirements of the plans and specifications shall be considered defective, and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the work unless otherwise permitted by the Engineer. No rejected materials,

the defects of which have been subsequently corrected, shall be used until approved in writing by the Engineer.

Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this article, the Engineer shall have authority to remove and replace defective material. The cost of removing, replacing or repairing said defective or unauthorized material may be deducted from any monies due and owing the Contractor but said right of set-off shall be an alternative and not the sole remedy of the City.

For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or the name of a manufacturer and their catalog information. The use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, provided that the burden of proof as to the quality and suitability of alternatives shall be upon the Contractor who shall furnish, at the contractor's expense, all information necessary as required by the Engineer. The Engineer shall be the sole judge as to the quality and suitability of alternative articles or materials and that decision shall be final.

MATERIAL SOURCE

At the option of the Engineer, the source of supply of each of the materials shall be approved by the Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work, for testing or examination by the Engineer.

QUALITY

Except as otherwise provided, sampling and testing of all materials, and the laboratory methods and testing equipment required under the plans and specifications shall be in accordance with the latest requirements of the State of California, Department of Transportation, Office of Materials Engineering and Testing Services. Sampling and testing of materials not covered by Caltrans specifications and not otherwise provided for, shall be in accordance with the latest Test Methods and Standards of the American Society for Testing and Materials (ASTM).

GUARANTEE

All materials supplied and all work done under this contract shall be guaranteed by the Contractor for a period of one (1) year from the date of formal acceptance by the City of Sand City. Upon receipt of notice from the Engineer of failure of any part of the guaranteed materials during the guarantee period, the affected parts shall be replaced promptly and at the expense of the Contractor.

The Contractor shall maintain the performance bond (See Part IV, Contract Bonds) in full force and effect during the guarantee period for the purpose of insuring that said repairs or replacements will be made, or may, at the Contractor's option, replace said performance bond for a similar bond in the amount of twenty percent (20%) of the total contract amount including adjustments or the original performance bond, whichever is greater.

APPRENTICES

The Contractor and subcontractors shall comply with the provisions in Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, the Contractor and each subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of Work on the contract. Responsibility for compliance with this section lies with the Contractor. It is State and City policy to encourage the employment

and training of apprentices on public works contracts as may be permitted under local apprenticeship standards.

WORKING HOURS

Eight hours labor constitutes a legal day's Work. The Contractor or any subcontractor under the Contractor shall forfeit, as a penalty to the State of California, twenty five dollars ($25) or such other amount as may be amended by the Department of Industrial Relations from time to time for each worker employed in the execution of the contract by the respective Contractor or subcontractor for each calendar day during which that worker is required or permitted to Work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the requirements of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that Work performed by employees of Contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay, as provided in Section 1815 thereof.

OCCUPATIONAL SAFETY AND HEALTH STANDARDS

The Contractor shall conform to all local, state and federal rules and regulations pertaining to safety. Furnished equipment, material and services shall comply with all OSHA Standards and regulations and all applicable governmental laws and orders. The Contractor shall post an OSHA poster in a conspicuous location as required by law.

EXCAVATION SAFETY

Per California Labor Code Section 6500, Contractor shall possess a valid Construction Activity Permit for construction of trenches or excavations which are five (5) feet or deeper and into which a person is required to descend. When trenches or excavations five (5) feet or deeper are anticipated as part of the contract, Contractor shall possess a valid permit at the time of bidding and for the life of the contract. Contractor shall furnish copies of valid permits to the City of Sand City Engineering Department. When required in Part I, Notice to Contractors, Contractor must provide evidence of a current T1 Annual Trench/ Excavation Permit at the time of bidding.

Contractor shall comply with California Labor Code Section 6705 which provides that prior to the commencement of excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit to the Engineer a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer.

Plans must be submitted to the Engineer at least five (5) working days prior to the commencement of excavation. If said plans are not submitted five (5) days prior to the commencement of said excavation, the City shall not be liable to Contractor for any delay in work caused by delinquent submission of said plans.

Trenching of more than four (4) feet below the surface shall require the Contractor to promptly notify the Engineer if unknown hazardous wastes, subsurface or latent physical site conditions different from those indicated or unusual site conditions are encountered, and inform the City as to its duty to investigate those conditions. The Contractor may file for a change order for any conditions different from those indicated.

PUBLIC CONVENIENCE AND PUBLIC SAFETY

Attention is directed to Section 7-1.03, Public Convenience, and Section 7-1.04, Public Safety, of the Standard Specifications for the provisions relating to the Contractor's responsibility for providing for the

convenience and safety of the public in connection with their operations. Standard Specifications are on file in the office of the City Engineer.

Contractor is to notify the Engineer of the start date and construction schedule at least nine (9) calendar days prior to the planned start of construction unless otherwise noted in Part IV.

Unless otherwise provided by the City Engineer, or the Special Provisions the Contractor's construction activities shall be limited to working days as defined by the State Standard Specifications. Daily work time shall be between the hours of 8:30 a.m. and 4:30 p.m. on all City streets, and other public right of way. Should the City Engineer or Special Provisions allow for working hours other than listed above, construction work and related activities shall desist between the hours of 9:00 p.m. and the following 7:00 a.m. and, all Saturdays, Sundays, and legal Holidays. Time limitations are established to minimize traffic interference and nuisance to the adjacent development and to the traveling public. In the event construction activities continue outside of working hours where overtime pay to City of Sand City personnel has been incurred, the Contractor shall reimburse the overtime costs to the City of Sand City.

The Contractor shall conduct their operations as to cause the least possible inconvenience to public traffic. The Contractor shall provide traffic control devices or personnel where necessary in conformance with traffic safety standards. The Contractor shall provide sufficient warning signs or devices to give adequate notice to the public of dangerous or changed conditions existing during construction.

The City Engineer shall determine the adequacy of said devices and, in cases of dispute, their determination shall be final.

If the City is required to provide traffic direction, personnel, signs or devices, due either to failure of the Contractor to so provide or in case of emergency, the City shall charge Contractor the actual cost of labor and materials and may deduct said costs from any monies due and owing the Contractor.

WORKER'S COMPENSATION

Pursuant to the requirements in Section 1860 of the Labor Code, the Contractor will be required to secure the payment of workers' compensation to the Contractor's employees in conformance with the requirements in Section 3700 of the Labor Code.

PATENTS

If any material, composition, process, method of construction or any other thing called for or required by the plans and specifications or used in the work is covered by letter patent, all royalties and expenses thereof, all litigation thereupon, or anything whatsoever which may develop as a cost from the use of such materials, composition, process, method, or any other thing which is covered by letter patent, shall be borne by the Contractor.

RIGHT OF PROPERTY

Nothing in the contract shall be construed as vesting the Contractor with any right of property in the materials furnished and used in the work herein provided for after they have been attached to the work and have become an integral portion of the work herein provided. All such materials shall, upon their becoming an integral part of the work herein provided, be, and remain, the property of the City of Sand City.

INCREASED FORCE

In case of emergency involving danger to life or property, continuous work with increased force may be required by the Engineer.

LIABILITIES

Right of general supervision by the City shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons or to public or private property arising from the Contractor's execution of the work shall not be lessened because of such general supervision.

PROSECUTION AND PROGRESS

GENERAL

If at any time in the opinion of the Engineer, the Contractor has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing shall be served upon the Contractor. Should the Contractor neglect or refuse to provide means for a satisfactory compliance with the contract, as directed by the Engineer, within the time specified in such notice, the Engineer in any such case shall have the power to suspend the operation of the contract. Upon receiving notice of such suspension, the Contractor shall discontinue said work, or such parts of it as the City may designate.

Upon such suspension, the Contractor's control shall terminate, and thereupon the Engineer or duly authorized representative may take possession of all or any part of the Contractor's materials, tools, equipment, and appliances upon the premises, and use the same for the purpose of completing said contract, and hire such force and buy or rent such additional machinery and appliances, tools, and equipment and buy or rent such additional materials and supplies at the Contractor's expense as may be necessary for the proper construction of the work and for the completion thereof; or may employ other parties to carry the contract to completion, employ the necessary workers, substitute other machinery or materials and purchase the materials contracted for in such manner as the City may deem proper; or the City may annul and cancel the contract and re-let the work or any part thereof.

Any excess of cost arising therefrom over and above the contract price will be charged against the Contractor and their sureties, who will be liable therefor. In the event of such suspension, all money due the Contractor or retained under the terms of this contract shall be forfeited to the City, but such forfeiture will not release the Contractor or their sureties from liability for failure to fulfill the contract. The Contractor and their sureties will be credited with the amount of money so forfeited toward any excess of cost over and above the contract price, arising from the suspension of the operations of the contract and the completion of the work by the City as above provided, and the Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid.

In the determination of the question whether there has been any such noncompliance with the contract as to warrant the suspension or annulment thereof, the decision of the City Manager shall be binding on all parties to the contract.

SUSPENSIONS AND DELAYS

Suspensions of work and delays shall be in accordance with Section 8-1.06, Suspensions, and Section 8-1.07, Delays, of the Standard Specifications.

The Engineer shall have the authority to suspend the work wholly or in part, for such period as the Engineer may deem necessary due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as the Engineer may deem necessary due to the failure on the part of the Contractor to carry out Engineer's orders given or to perform any provisions of the work. The Contractor shall immediately obey such order of the Engineer and shall not resume work until ordered in writing by the Engineer.

Any act of, or any omission of anything required to be done by the City, its officers, agents or employees which shall cause the Contractor delay in the completion of the work shall be a ground for extension of

time on the part of the Contractor to complete the work but shall not grant the Contractor any monetary damages for such delay.

RIGHTS OF WAY

Rights-of-way or easements for work to be constructed will be provided by the City. The Contractor shall make their own arrangements and pay all expenses for additional area required outside of the limits of rights-of-way or easements unless otherwise especially provided. In the event of delay on the part of the City, its officers, agents or employees in obtaining any such rights-of-way or easements for the work to be constructed, then the Contractor shall have time for the completion of their contract for the period or periods caused by such delay or delays but shall have no damages against the local agency, its officers, agents or employees.

EXHIBIT A

CITY OF SAND CITY
ENGINEERING AND PUBLIC WORKS DEPARTMENT

SPECIFICATIONS

FOR

FY 25/26 PAVEMENT MAINTENANCE AND REHABILITATION (M+R) PROJECT

FORMAL BID

This is a Capital Improvement Project

APPROVED FOR CONSTRUCTION AND TECHNICAL SPECIFICATIONS REVIEWED AND CONFIRMED BY:

Leon Gomez, PE, QSD, Sr. Project Manager, Engineering Services

DATE:8/25/2026

Master Specification Revision: 07/08/2026

Project Specification Revision: 09/01/2026

FY 25/26 PAVEMENT MAINTENANCE AND REHABILITATION (M+R) PROJECT

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CITY OF SAND CITY
ENGINEERING AND PUBLIC WORKS DEPARTMENT
SAND CITY, CALIFORNIA

PART I: NOTICE TO CONTRACTORS

Sealed, unbound bid proposals for furnishing all labor, materials, tools, equipment and incidentals for the construction of the ***FY 25/26 Pavement Maintenance and Rehabilitation (M+R) Project*** in Sand City, California, in accordance with these plans and specifications, will be received electronically via the City's e-Procurement Portal, PlanetBids, until 2:00 pm, Monday, ***September 28, 2026*** ("Bid Opening Date"), at which time they will be electronically opened, read, and publicly available on the City's e-Procurement Portal.

In general, the work consists of, but is not limited to: the maintenance and rehabilitation of street pavement and associated infrastructure, including the demolition and/or removal of concrete curbs, gutters and sidewalks, concrete planters, concrete crosswalks, curb ramps, cross gutters and spandrels, removal of trees and landscaping, and the construction of new concrete curbs, gutters, and sidewalks, asphalt concrete dikes, asphalt pavement rehabilitation including aggregate base, stamped asphalt concrete crosswalks, storm drain catch basins, manholes, and pipes, minor sanitary sewer improvements, utility cover adjustments, utility cover relocations, signing and striping.

The Project is presented as follows:

- Base Bid
  - Holly Street from Ortiz Avenue to California Avenue
  - Contra Costa Street from Redwood Avenue to north of Bay Avenue
  - City Hall Parking Lot
- Additive Alternate 1
  - California Avenue from State Route 1 Northbound Offramp to 150' South of the Edgewater Center north driveway entrance
- Additive Alternate 2
  - Playa Avenue from California Avenue to Metz Road

At the time of the bid opening, the successful Bidder must be legally entitled to perform contracts requiring a Class "A" Contractor's license. Any Bidder or contractor not so licensed shall be subject to all penalties imposed by law including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. All contractor and sub-contractor license(s) must remain in good standing throughout the term of the Contract. The Contractor shall notify the City in writing in the event its license is suspended, expires, or has a change in signatory.

SPECIFICATIONS AND BID FORMS

Specifications, including instructions to Bidders and all necessary contract documents and forms, are available on-line via the City's e-Procurement Portal, PlanetBids, at https://sandcity.org/rfps-rfqs/. In order to download project documents, you must register as a vendor, at no cost, through PlanetBids. Potential bidders, subcontractors and suppliers are responsible for reviewing the complete bidding documents, including all addenda, prior to submitting their bid via PlanetBids. They are also advised to check PlanetBids periodically and prior to submitting their bid.

Prior to the Bid Opening Date, bids may be withdrawn through PlanetBids by means of the responding firm "unsubmitting" their proposal in PlanetBids. After withdrawing a previously submitted proposal, the responding firm may submit another proposal at any time up to the deadline for submitting proposals.

NON-MANDATORY PRE-BID CONFERENCE

A non-mandatory pre-bid conference is scheduled for *11:00 AM* on Thursday, *September 4, 2026*, at City Hall, 1 Pendergrass Way, Sand City, CA, 93955. The meeting will be hybrid, and the Zoom meeting information is:

City Clerk is inviting you to a scheduled Zoom meeting.

Topic: Pre-Bid Meeting - Streets M+R
Time: Sep 4, 2026 11:00 AM Pacific Time (US and Canada)
Join Zoom Meeting: https://us02web.zoom.us/j/81744185875?pwd=lTJy4fScAlP6F8IEHikyYUrCybETR0.1

Meeting ID: 817 4418 5875
Passcode: 502700

The City will also post the Pre-Bid Conference information to PlanetBids.

PREVAILING WAGES

Local prevailing wage rates shall be paid in accordance with Sections 1770, 1773, and 1782, as amended, of the California Labor Code, and Section 12.18.060 of the Sand City Municipal Code, on all public works construction contracts exceeding twenty-five thousand dollars ($25,000) and all public works contracts for alteration, demolition, repair or maintenance work exceeding fifteen thousand dollars ($15,000). Local wage rates may be obtained from the City of Sand City, 1 Pendergrass Way, Sand City, CA, (831-394-3054) or the Director, Department of Industrial Relations, State of California, 455 Golden Gate Avenue, San Francisco, California (415-703-4774). Any Bidder or contractor awarded a public works contract that uses a craft or classification not in the general prevailing wage determinations may be required to pay the wage rate most closely related in the general determinations, effective at the time of the call for bids.

In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. 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 by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. **See Part III of these Specifications for additional requirements**.

In accordance with the provisions of Section 1773.3 of the Labor Code, the City of Sand City shall provide notice to the Department of Industrial Relations (DIR) of the award of any public works contract subject to the requirements of Chapter 1 of the Labor Code, within thirty days of the award, and in accordance with all applicable Department of Industrial Relations requirements. The notice shall be transmitted electronically in a format specified by the DIR (see https://www.dir.ca.gov/pwc100ext/) and shall include the name of the contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, job site location, and any additional information the DIR specifies that aids in the administration and enforcement of this chapter.

CARB – CERTIFICATES OF REPORTED COMPLIANCE (*NEW REQUIREMENT*)

The California Air Resources Board ("CARB") has approved amendments to the In-Use Off-Road Diesel-Fueled Fleet regulations ("Regulations") which impact construction contractors and subcontractors and will apply to **public works projects involving the use of vehicles subject to the regulation that are awarded after January 1, 2024**. While compliance with CARB regulations has been a long-standing requirement for all Contractors who own off-road diesel fleet vehicles (e.g. construction equipment) in California, the amended Regulations now place monitoring obligations on California public agencies. Because of this new obligation, the apparent low bidder **shall submit valid Certificates of Reported Compliance ("CRC") for the bidder and all listed subcontractors,** or a detailed explanation of any exemption from the Regulations, to the City within fourteen (14) calendar days after the Bid Opening Date. Failure to timely submit the required CRCs, or a detailed explanation of any exemption, may render the bidder non-responsible and disqualify the bidder from award. Further information regarding this requirement is set forth in Part IV of these Specifications.

BID BOND

An original certified check or cashier's check payable to the order of the City of Sand City, or a satisfactory bid bond executed by the Bidder and an acceptable surety in an amount equal to ten percent (10%) of the bid amount shall be uploaded with each bid, as a guarantee that the bidder, if its bid is accepted, will promptly execute the Agreement. The bid bond must be notarized, include the embossed surety seal, and include a Power of Attorney if the signee is not an officer of the surety.

The original certified check, cashier's check, or bid bond **must be received by the City no later than three (3) business days after the Bid Opening Date by 1 p.m.** In order to ensure that the original certified check, cashier's check, or bid bond is received by the deadline, the City recommends bidders use express mail or personal delivery. The original shall be addressed to:

City of Sand City
Attention Finance Manager
1 Pendergrass Way
Sand City, CA 93955

Please have the Bidder Name, Contract Title ("Project Title"), and Contract Number ("Project ID") listed clearly on the outside of the envelope.

Bidder's failure to submit the certified check, cashier's check, or bid bond in accordance with the terms herein may result in the bid being deemed non-responsive.

Further, the amount so posted shall be forfeited to the City if the Bidder does not, within fifteen (15) calendar days after written notice that the contract has been awarded to said Bidder, enter into contract with the City for the work.

BID VALIDITY

No Bidder may withdraw their bid for a period of **ninety (90) days** from the Bid Opening Date, which time shall be used by the City for reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the contract. Any bid withdrawal before the expiration of such time period shall result in the forfeiture of Bidder's Bid Bond. In the event of a bid mistake resulting from a clerical error made by the Bidder, withdrawal of such bid without forfeiture of the Bid Bond may only be allowed if the criteria set forth in California Public Contracts Code Sec. 5103 are met and the procedures set forth therein are followed; any such approval by City of bidders request to withdraw bid shall be at the sole discretion of the City.

RESPONSIBLE BIDDER

Responsible bidder as it pertains to this contract shall be as follows:

1. Standards of Responsibility: The City may reject bids on the basis of non-responsibility. A responsible bidder is one that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance of the contract. Factors to be considered in determining whether the standard of responsibility has been met include whether a bidder has:

    a. The appropriate financial, material, equipment, facility, capacity (adequate workforce to complete the job in a timely fashion) and personnel resources, including all required certifications, licenses, and expertise necessary to indicate its capacity to meet all contractual requirements, including the following specific requirements:

        i. Adequate workforce to meet multiple critical work schedules at once;

        ii. Ability to start projects on the commencement dates set forth by the City and satisfactorily complete them within the City's stated time limits;

    b. A satisfactory record of performance, including but not limited to any prior work performed by bidder for the City or other agency;

    c. Evidence of bidder's ability to provide the required bonding and insurance capacity. Apparent low bidder with cash or cashier's check as bid bond is required to submit a pre-qualification letter from an acceptable surety or cashier's check as performance bond within fourteen (14) calendar days of the bid opening;

    d. A satisfactory record of integrity, diligence, and professionalism in the specific contract work;

    e. The legal qualifications to contract with the City; and

    f. Supplied all information requested by the City in connection with the inquiry concerning responsibility.

2. Information Pertaining to Responsibility. The prospective contractor shall supply any information requested by the City concerning the responsibility of such contractor, including the qualifications and performance records of contractor's employees and proposed subcontractors. If the prospective contractor fails to supply the requested information, the City shall base the determination of responsibility in award of the Contract

upon any available information, or may find the prospective contractor non-responsible on the basis of its failure to provide the requested information to the City.

3. The City's Duty Concerning Responsibility. Before awarding a contract, the City must be satisfied that the prospective contractor is responsible. The City may use the information provided by prospective contractor as well as information obtained from other legitimate sources, including City staff's own experience with the prospective contractor and prospective contractor's employees.

4. Written Determination of Non-Responsibility Requirements. If a bidder or offeror who otherwise would have been awarded the Contract is found non-responsible, a written determination of non-responsibility setting forth the basis determination shall be prepared by the City and sent to the non-responsible bidder or offeror. The bidder or offeror shall have an opportunity to appeal the City's determination on non-responsibility.

BID REJECTION

The City reserves the right to reject any or all bids as the best interests of the City may dictate and, to the extent permitted by law, waive any irregularity in any bid. If there is any reason for believing that collusion exists among the bidders, the City may reject any or all bids.

UNBALANCED BID

Bids which are obviously unbalanced may be rejected. For the purposes of this section, an unbalanced bid is one that (a) has unit prices based on nominal prices for some items of work and enhanced unit prices for other items of work, and (b) the amount and manner in which the unit prices are distributed is not reflective of the true cost to perform the work. Any unbalanced bid may be rejected by the City whether or not the result of the unbalanced bid increases the cost of the project to the City.

BIDDER PROTEST

All bid protests shall follow the procedures set forth in Sand City Municipal Code §12.18.100 et seq., and the City's Purchasing Procedures, both of which are available on-line on the City's website located at https://sandcity.org/city-laws/. Payment of a bid protest filing fee in the amount set forth in the City Code and Purchasing Procedures shall be prerequisite to the filing of any such protest.

INTERPRETATION OF SPECIFICATIONS

Should a Bidder be in doubt as to the true meaning of any item in the Plans or Specifications or discover items containing discrepancies or omissions, the Bidder is responsible for immediately notifying the Engineer. All questions must be submitted in writing through the PlanetBids Procurement Question/Answer Tab, on or before the Question & Answer Submission Date and Time. Please include the section title of this Specification for each question, if applicable, in order to ensure that questions asked are responded to correctly. All questions submitted and answers provided shall be electronically distributed to all bidders who have selected to "follow" this Specification on the City's e-Procurement Portal, PlanetBids.

Any addenda shall be posted on the City's e-Procurement Portal, PlanetBids. Addenda notifications will be emailed to all persons who have selected to "follow" this Specification. Failure of any Bidder to receive any such addenda or interpretation shall not relieve such Bidder from any obligation under their bid as submitted. All addenda so issued shall become part of the contract documents. Such addenda are to be considered as part of the contract documents, and the Bidder shall acknowledge this condition in the e-Procurement Portal, PlanetBids. The Engineer shall not be held responsible for any oral interpretations or instructions. No addenda can be issued less than forty-eight (48) hours before bid opening without an accompanying bid time extension. The Engineer reserves the right to make decisions on extending the bid period.

DEFINITIONS

For the purposes of this document, the following definitions shall apply:

CITY: The term City refers to and indicates the City of Sand City, Monterey County, State of California.

ENGINEER OR CITY ENGINEER	The term Engineer or City Engineer refers to and indicates the City Engineer of the City of Sand City or their duly authorized representative.
BIDDER:	Party submitting a bid for consideration by the City of Sand City.
CONTRACTOR:	The term Contractor refers to and indicates the party or parties contracting to perform the work to be done in pursuance of this contract and specifications.
COUNCIL OR CITY COUNCIL:	The City Council of the City of Sand City.
PLANS:	The project plans referred to herein.
SPECIAL PROVISIONS:	Part IV of these Specifications.
SPECIFICATIONS:	This document, in its entirety.
STANDARD SPECIFICATIONS:	Specifications entitled “State of California, Department of Transportation, Standard Specifications” of latest publication on file in the office of the City Engineer of the City of Sand City.
STANDARD PLANS:	Plans entitled “State of California, Department of Transportation, Standard Plans” of latest publication.
ADA:	Americans with Disabilities Act of 1990, Titles II and III, revised September 15, 2013.
CBC:	California Building Standards Codes, latest edition as adopted by the City of Sand City.
IBC:	International Building Codes, latest edition.

FY 25/26 PAVEMENT MAINTENANCE AND REHABILITATION (M+R) PROJECT

CITY OF SAND CITY

PART II:

BID SCHEDULE

BASE BID SCHEDULE – HOLLY STREET, CONTRA COSTA STREET, CITY HALL

Item No.	Item Description	Unit	Estimated Quantity	Unit Cost	Total Cost
1	Mobilization/Demobilization	LS	1		
2	Traffic Control System	LS	1		
3	Water Pollution Control	LS	1		
4	CPM Schedule	LS	1		
5	Remove and Replace Unsuitable Subgrade (Revocable if not used)	CY	50		
6	Excavation Safety (Temporary Sheeting, Shoring, and Bracing)	LS	1		
7	Grind, Off haul, Disposal of Existing Roadway	SY	4,878		
8	Demolition, Off haul, Disposal of Existing Stamped Concrete Crosswalk	SF	1,275		
9	Installation of Stamped Asphalt Concrete and Mockup (Material: Street Bond Epoxy Modified Acrylic Color: Terra Cotta, Pattern: Diagonal Herringbone)	SF	2,795		
10	Wedge Grind (8 ft Wide)	SY	729		
11	Localized Base Repairs (Digouts) - (4 inch depth) - Assumed 20% of Roadway	TON	84		
12	Hot Mix Asphalt (Type A) for 3 inch Full Depth HMA	TON	43		
13	Hot Mix Asphalt (Type A) for 7 inch Full Depth HMA	TON	1,085		
14	Hot Mix Asphalt (Type A) for 2 inch Overlay	TON	210		
15	AC Dike Conform "Case C-1" per 2025 Caltrans Standard Plan A87B at Holly Street	TON	12		
16	AC Dike "Type D" per 2025 Caltrans Standard Plan A87B at Holly Street	LF	100		

17	AC Dike "Type A" per 2025 Caltrans Standard Plan A87B at Contra Costa Street	LF	210		
18	Demolition and Off haul Existing C&G, Sidewalk, Curb Ramps, Cross Gutters, AC ,and AB at Proposed Concrete Improvement Locations	SF	8,235		
19	Construction of Minor Concrete-Curb and Gutter (Final Pay)	LF	812		
20	Construct Minor Concrete-Cross Gutter including Spandrel (8 inch thick) (Final Pay)	SF	1,580		
21	Construct Minor Concrete-Sidewalk (4 inch thick) (Final Pay)	SF	3,900		
22	Construct Minor Concrete-Curb Ramps (6 inch Thick) (Final Pay)	SF	1,010		
23	Construct 6-inch Minimum Vertical Concrete Curb at Bulbouts, Curb Ramps, and City Hall Parking Lot (Final Pay)	LF	760		
24	Detectable Warning Surface (DWS)	SF	535		
25	Parking Wheel Stops at City Hall	EA	7		
26	Remove and Dispose Existing Storm Drain Catch Basin	EA	3		
27	Remove Existing 12-inch Diameter Storm Drain Pipe	LF	22		
28	Remove Existing 15-inch Diameter Storm Drain Pipe	LF	25		
29	Construct 12-inch Diameter Storm Drain Pipe (HDPE)	LF	15		
30	Construct 15-inch Diameter Storm Drain Pipe (HDPE)	LF	60		
31	Construct Combination Drainage Inlet Per Standard Plan SD-510	EA	3		
32	Construct Storm Drain Catch Basin Type G1 per 2025 Caltrans Standard Plan D72B.	EA	1		
33	Connect New Storm Drain Pipe to Existing Storm Drain Structure	EA	1		
34	Connect New Storm Drain Pipe to Existing Storm Drain Pipe	EA	3		
35	Remove Existing 3-inch Sanitary Sewer Service Line	LF	180		
36	Construct New 4-inch Sanitary Sewer Service Line (PVC)	LF	180		

37	Construct New Sanitary Sewer Cleanout (SSCO)	EA	1		
38	Remove and Relocate Existing Sanitary Sewer Cleanout	EA	5		
39	Adjust Storm Drain Manhole Cover to Grade (SDMH)	EA	5		
40	Adjust Sanitary Sewer Manhole Cover to Grade (SSMH)	EA	7		
41	Adjust Water Valve/Meter Cover to Grade (WV/WM)	EA	26		
42	Adjust Gas Valve/Meter Cover to Grade (GV/GM)	EA	1		
43	Adjust Monument Cover to Grade (MON)	EA	1		
44	Adjust Irrigation Valve (IRV) And ARV Valve to Grade	EA	2		
45	Thermoplastic Pavement Marking (White)	SF	1,182		
46	Thermoplastic Pavement Marking (Blue)	SF	49		
47	Thermoplastic Traffic Stripe - Detail 22	LF	590		
48	Blue Reflective Markers at Fire Hydrants	EA	3		
49	Remove Existing Sign and Post	EA	13		
50	Install New Sign and Post	EA	31		
51	Removal of Existing Trees/Bushes	EA	8		
				TOTAL	

ADDITIVE ALTERNATE #1: CALIFORNIA AVENUE

(From Cabrillo Hwy Northbound Offramp to 150 ft South of Edgewater Center's North driveway entrance)

Item No.	Item Description	Unit	Estimated Quantity	Unit Cost	Total Cost
1A	Mobilization/Demobilization	LS	1		
2A	Traffic Control System	LS	1		
3A	Water Pollution Control Plan	LS	1		
4A	CPM Schedule	LS	1		
5A	Micro slurry Seal (Type II)	SY	3,026		
6A	Crack Seal	LF	1,000		
7A	Localized Base Repairs (Digouts) - (6 inch depth) - Assume 15% of Roadway	TON	153		
8A	Thermoplastic Pavement Marking (White)	SF	1,208		
9A	Blue Reflective Markers at Fire Hydrants	EA	0		
10A	Thermoplastic Traffic Stripe - Detail 22	LF	315		
11A	Thermoplastic Traffic Stripe - Detail 29	LF	188		
12A	Thermoplastic Traffic Stripe - Detail 38	LF	506		

13A	Thermoplastic Traffic Stripe - Detail 39	LF	813		
14A	Thermoplastic Traffic Stripe - Detail 39A	LF	100		
				TOTAL	

ADDITIVE ALTERNATE #2: PLAYA AVENUE
(From California Avenue to Metz Road)

Item No.	Item Description	Unit	Estimated Quantity	Unit Cost	Total Cost
1B	Mobilization/Demobilization	LS	1		
2B	Traffic Control System	LS	1		
3B	Water Pollution Control Plan	LS	1		
4B	CPM Schedule	LS	1		
5B	Grind, Off haul, Disposal of Existing Roadway Depth of 6 inches	SY	3,988		
6B	Hot Mix Asphalt (Type A) for 6 inch Inlay	TON	1,346		
7B	Remove and Replace Unsuitable Subgrade (Revocable if not used)	CY	10		
8B	Demolition and Off haul of Existing Curb Ramps	EA	9		
9B	Construct Accessible Curb Ramp per Caltrans A88A - Case B	EA	1		
10B	Construct Accessible Curb Ramp per Caltrans A88A - Case C	EA	7		
11B	Construct Accessible Curb Ramp per Caltrans A88A - Case CM	EA	1		
12B	Adjust Storm Drain Manhole Cover to Grade (SDMH)	EA	22		
13B	Adjust Sanitary Sewer Manhole Cover to Grade (SSMH)	EA	0		
14B	Adjust Water Valve/Meter Cover to Grade (WV/WM)	EA	3		
15B	Thermoplastic Pavement Marking (White)	SF	1989		
16B	Blue Reflective Markers at Fire Hydrants	EA	4		
17B	Thermoplastic Traffic Stripe - Detail 22	LF	228		
18B	Thermoplastic Traffic Stripe - Detail 32	LF	482		
19B	Thermoplastic Traffic Stripe - Detail 38	LF	117		
20B	Thermoplastic Traffic Stripe - Detail 39	LF	760		
21B	Thermoplastic Traffic Stripe - Detail 39A	LF	435		
				TOTAL	

BASIS OF AWARD

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Total Base Bid listed above (items 1 through 51).iThe City reserves the right to award, in addition to the base bid, any, all or none of the additive alternate bid schedules.

BID ITEM DESCRIPTIONS

This section covers details of individual items listed in the Bid Schedule to ensure that it is clear as to what is to be included in each item. The costs submitted with each item are to reflect the work to be completed under that bid item only. Payment of all bid items shall be for actual materials installed on the job and for actual work accomplished.

Base Bid: Bid Item Descriptions and Payment

Bid Item 01-Mobilization/Demobilization

DESCRIPTION OF WORK:
Mobilization shall conform to the provision of Section 10.2 of the General Provisions.

MEASUREMENT AND PAYMENT:
The contract **lump sum** price paid for **"Mobilization"** shall be considered 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.
The department shall make partial payments for the mobilization costs of the contract, not to exceed the following:

1. When 5 percent of the original contract amount is earned, 50 percent of the amount bid for mobilization, or 5 percent of the original contract amount, whichever is lesser, may be paid.
2. When 10 percent of the original contract amount is earned, 75 percent of the amount bid for mobilization or 7.5 percent of the original contract amount, whichever is lesser, may be paid.
3. When 20 percent of the original contract amount is earned, 95 percent of the amount bid for mobilization, or 9.5 percent of the original contract amount, whichever is lesser, may be paid.
4. When 50 percent of the original contract amount is earned, 100 percent of the amount bid for mobilization, or 10 percent of the original contract amount, whichever is lesser, may be paid.
5. Upon completion of all work on the project, payment of any amount bid for mobilization in excess of 10 percent of the original contract amount will be paid.

Bid Item 02-Traffic Control System

MEASUREMENT AND PAYMENT:
The contract **lump sum** price paid for **"Traffic Control System"** shall include full compensation for furnishing all labor, materials (including signs), tools, equipment, incidentals, furnishing all flaggmen, and for doing all the work as described below, as directed by the Engineer, and as specified in the Standard Specifications and these special provisions. No additional compensation will be allowed:
Payment for "Traffic Control System" includes the following:

- The installation of the traffic and pedestrian control complete in place as specified in the General Provisions, these Special Provisions, and as directed by the Engineer.
- Furnishing, placing, maintaining, and removing the temporary reflective raised pavement markers, used for temporary lane line and centerline delineation, for those areas where temporary lane line and centerline delineation are required, and for providing equivalent patterns of permanent traffic lines for such areas when required.
- Placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic control system.
- Furnishing and installing funding signs as shown on the plans and as directed by the City and Engineer.
- Furnishing of Traffic Control Flaggers for the project.
- Traffic control plans, including revisions to the satisfaction of the Engineer.

- The contractor shall comply with the permit required by Caltrans for all work to be performed by the Contractor in Caltrans right of way. The Contractor is responsible for determining the need for and obtaining the requisite permits.

Bid Item 03-Water Pollution Control

MEASUREMENT AND PAYMENT:
The contract **lump sum** price paid for **"Water Pollution Control"** shall include full compensation for preparing a water pollution prevention plan, developing and implementing the plan, providing a WPC manager, conducting WPC training, and monitoring, inspection, reporting, and correcting WPC practices the 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 04-Critical Path Method (CPM) Schedule

MEASUREMENT AND PAYMENT:
Preparing, maintaining, and implementing of the **"Critical Path Method (CPM) Schedule"** is paid for as a **lump sum**. The CMP schedule shall be kept up to date and coordinated with the City and the Engineer. A 3-week look ahead shall be provided at every weekly meeting to discuss the specific upcoming activities and any changes that may occur. The CPM schedule shall be updated immediately upon request from the City and/or Engineer.

Bid Item 05-Remove and Replace Unsuitable Subgrade (Revocable if not used)

DESCRIPTION OF WORK:
Should the base material found at the required elevations prove to be soft, spongy, or otherwise unsuitable, the Contractor shall obtain a written order from the City Engineer for such additional excavation as may be necessary to obtain a foundation suitable for the asphaltic concrete or concrete to be supported. This additional excavation shall be replaced by the Contractor with select material as directed by the City Engineer.
All work shall be done under the direction of the Engineer. Material that has been deemed unsuitable for reasons including, but not limited to, excessive moisture, shall be removed to a depth as directed by the engineer. All material removed shall become the property of the Contractor and should be disposed of outside of City right-of-way.

Material that is not adequately compacted shall be compacted in place, and is included in other items of work. Subgrade shall be finished graded and compacted in a manner and to a density that is acceptable to the Engineer. A geo-textile shall be placed for subgrade stabilization prior to placing fill material. Subgrade stabilization fabric shall be MIRAFI HP370 or approved equal.
Asphaltic pavement grindings or aggregate base removed and stockpiled may be used to replace unsuitable material that was removed. The engineer shall approve any material prior to placement. The stockpiled material shall only be placed to the bottom of the existing aggregate subbase. 1-1/2" Class 2 Aggregate Base shall be used in the zone of the existing aggregate base and subbase. Placement and compaction shall conform to the requirements of Section 26 of the Caltrans Standard Specification.
The contractor shall not be further compensated for the time required to complete "Remove and Replace Unsuitable Material" or associated delays.

MEASUREMENT AND PAYMENT:
The contract price paid per **cubic yard** for **"Remove and Replace Unsuitable Material"** includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in removing unsuitable material to required depth, disposing of material, as directed by the Engineer, providing and placing subgrade stabilization fabric, providing and placing stockpiled material (or equal), providing and placing 1-1/2" Aggregate Base, and other incidentals necessary to return roadway to necessary grade.
Remove and Replace Unsuitable Material shall be measured by the cubic yard. The depth shall be measured from the elevation that the new Asphaltic Concrete is placed or the aggregate underlaying concrete.
No adjustment in the contract unit price for Remove and Replace Unsuitable Material shall be made for increases or decreased of more than 25 percent of the quantities set forth in the Schedule of Bid Prices, and portions of Section 4.3.2 of the General Provisions shall not apply.
If the Engineer determines that there is no unsuitable material, this item of work shall be revoked.

Bid Item 06 – Excavation Safety (Temporary Sheeting, Shoring, and Bracing)

DESCRIPTION OF WORK:
"Excavation Safety (Temporary Sheeting, Shoring, and Bracing)" shall consist of furnishing all labor, materials, equipment, engineering, installation, maintenance, monitoring, adjustment, relocation, and removal of temporary sheeting, shoring, bracing, trench boxes, shielding systems, soldier piles, lagging, hydraulic shoring, and all other temporary excavation support systems necessary to safely perform excavation operations.

The work shall include providing excavation support systems necessary to protect workers, adjacent facilities, utilities, roadways, sidewalks, structures, and the public from movement, settlement, or collapse resulting from excavation activities. Temporary support systems shall comply with the requirements of the **2025 Caltrans Standard Specifications**, applicable Cal/OSHA Excavation Safety Orders, and all other governing federal, state, and local regulations.

The Contractor shall be solely responsible for the design, installation, maintenance, monitoring, modification, and removal of all temporary excavation support systems. Where required by law, excavation support systems shall be designed, reviewed, and stamped by a Professional Engineer registered in the State of California.

The Contractor shall continuously inspect and maintain all temporary excavation support systems throughout construction and shall immediately repair, replace, or modify any system that becomes inadequate or unsafe. Upon completion of the work, all temporary sheeting, shoring, and bracing shall be removed unless otherwise directed by the Engineer or shown on the Plans.

MEASUREMENT AND PAYMENT:
"Excavation Safety (Temporary Sheeting, Shoring, and Bracing)" will be measured and paid for on a **Lump Sum (LS)** basis.

The lump sum price paid shall constitute full compensation for furnishing all labor, materials, equipment, engineering, design, calculations, permits, excavation support systems, installation, maintenance, monitoring, relocation, adjustment, removal, disposal, and all incidentals necessary to complete the work, including compliance with applicable safety regulations and the requirements of the Contract Documents.

No additional compensation will be made for excavation support required due to the Contractor's means and methods, sequence of construction, equipment selection, trench width, or compliance with safety regulations. Any costs associated with temporary sheeting, shoring, and bracing not specifically identified as a separate bid item shall be considered included in the Contract lump sum price for this item.

Bid Item 07- Grind and Offhaul, Disposal of Existing Roadway

MEASUREMENT AND PAYMENT:
The Contract unit price per **square yard** for **"Grind, Off haul, Disposal Existing Roadway"** shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals, and for doing all the work including excavation, grinding, removal, and disposal of materials such as pavement fabric and road mesh, grading and compaction, complete in place as specified in these Special Provisions, as shown on the Plans and as directed by the Engineer and no additional compensation will be allowed therefor.
This item is revocable if not used and Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply to this bid item.

Bid Item 08-Demolition, Offhaul, Disposal of Existing Stamped Concrete

DESCRIPTION OF WORK:
This work shall consist of demolition of existing stamped concrete crosswalk at the four way intersection of **Holly Street and Redwood Avenue.** The stamped concrete depths are unknown.
MEASUREMENT AND PAYMENT:
The Contract unit price per **square foot** for **"Demolition, Off haul, Disposal of Existing Stamped Concrete"** shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals, and for doing all the work including excavation, demolition, removal, and disposal of existing stamped concrete as identified in these Special Provisions, as shown on the Plans and as directed by the Engineer and no additional compensation will be allowed therefor.

Bid Item 09-Installation of Stamped Asphalt concrete

DESCRIPTION OF WORK:

This work shall include installation of Stamped Asphalt Concrete at the following intersections:

- Holly Street at Dias Avenue (4 crossings)
- Holly Street at Redwood Avenue (4 crossings)
- Holly Street at California Avenue (1 crossing)
- Contra Costa Street at Redwood Avenue (1 crossing)

Contractor must refer to project plans for exact locations and limits of stamped asphalt.

Stamped Asphalt Concrete shall be performed by Contractor shown below. All other stamped asphalt contractors must be approved by the City prior to start of construction.

Contractor Name: Asphalt Impressions Incorporated.

Address: 8150 37th Avenue, Sacramento, CA 95824

Phone: 916-383-0441

Website: www. Acstamp.com

Stamped Asphalt shall be color **"Terra Cotta"** or Approved Equal and pattern shall be **"Diagonal Herringbone"** in accordance with "Street Print" catalog provided by Asphalt Impressions Inc. Refer to technical specifications for Streetbond materials and application requirements.

Contractor shall provide a full-size mockup of the proposed stamped asphalt crosswalk, including the specified color and pattern, for review prior to installation. No stamped asphalt crosswalks shall be installed until the mockup has been reviewed and approved by both the Engineer and the City. The City reserves the right to modify the color, pattern, or both based on the approved mockup. Any required revisions shall be incorporated into the final installation at no additional cost to the City.

It is assumed that Traffic Control will be provided by the prime contractor for the project. Asphalt Impressions Incorporated or Approved equal contractor, to coordinate traffic control efforts with prime contractor for the application of the stamped asphalt concrete.

MEASUREMENT AND PAYMENT:

The Contract unit price per **square foot** for **"Installation of Stamped Asphalt Concrete"** shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals, and for doing all the work associated with mockup and final application of stamped asphalt concrete including reheating of asphalt surface, stamping pattern, and applying (4) coats of StreetBond SB 150 mixed with chosen color, and as specified in these Special Provisions, as shown on the Plans and as directed by the Engineer and no additional compensation will be allowed therefor. The contract unit price does not include traffic control. It is assumed that traffic control will be provided by the prime contractor of the project.

All construction surveying and staking will be performed by the City.

Bid Item 10-Wedge Grind (8 ft wide)

DESCRIPTION OF WORK:

Wedge Grind shall be performed along Contra Costa Street where a 2-inch HMA Overlay is required as shown on the project plans. Refer to project plans for exact paving limits. Bid Item 10 does not account for placement of new asphalt. Wedge Grind only includes tapered grind and off haul of existing roadway to accommodate a new uniform placement of a 2-inch overlay.

MEASUREMENT AND PAYMENT:

"Wedge Grind (8ft Wide)" is measured and paid per square yard and shall include furnishing all labor, equipment, transportation, and materials necessary to perform the work complete in place in conformance with these special provisions, project plans, and as directed by the engineer. Refer to project plans for allowable wedge grind lengths and maximum allowable slopes.

Full compensation for furnishing asphalt concrete for temporary tapers and for constructing, maintaining, removing and disposing of the tapers shall be considered as included in the contract price paid per square yard for grinding pavement and no additional compensation will be allowed therefor.

Bid Item 11 - Localized Base Repairs (Digouts) - (4 Inch Depth)

DESCRIPTION OF WORK:

"Localized Base Repairs (Digouts)" shall consist of grinding the roadway to the specified depth, removing and disposing of the existing depth of pavement and any underlying unsuitable material as determined by the Engineer, compacting the exposed surface and replacing it with the specified thickness of asphalt concrete in accordance

with the detail in these special provisions.

Localized Base Failure Repair (Digouts) for base bid shall be performed as follows:

- Contra Costa Street shall have localized base repairs (digouts) at a maximum depth of 4 inches. Localized Base Repair areas to be marked out in the field by the engineer prior to start of construction.

MEASUREMENT AND PAYMENT:

The contract unit price paid per **TON** for **"Localized Base Repair (Digouts)"** shall include full compensation for furnishing all labor, material (including Hot Mix Asphalt and tack coat), tools, equipment, sweeping, and off haul of grindings, removals, and incidentals and for doing all the work involved "Localized Base Repair (Digouts)", complete in place as shown in the detail in these special provisions, as specified herein, and as directed by the Engineer, and no additional compensation will be allowed therefor.

No payment shall be made for materials placed outside of the limits marked by the Engineer.

The estimated quantity of "Localized Base Repair (Digouts)" is for bidding purposes only. This quantity may be increased or decreased based on field conditions evaluation by the Engineer, and no adjustment in the contract bid price or other contract items will be made. No adjustment in the contract unit price for "Localized Base Repair (Digouts)" shall be made for increases or decreases of more than 25 percent of the quantities set forth in the Schedule of Bid Prices, and portions of Section 4.3.2 of the General Provisions shall not apply.

Bid Item 12-14 - Hot Mix Asphalt (Type A)

DESCRIPTION OF WORK:

This work includes producing and placing hot mix asphalt **(HMA) Type A** for the following street segments and pavement improvement types:

Base Bid:

- Holly Street between Ortiz Avenue and California Avenue
  - Full Depth HMA (7-inches in Depth)
- Holly Street between Redwood Avenue and California Avenue
  - AC Dike Conform "Case C-1" per 2025 Caltrans Standard Plan A87B as identified in the project plans.
- Contra Costa Street between Redwood Avenue and West End Near Bay Street
  - HMA Overlay (2-inches in Depth), Wedge Grind, and Localized Base Repairs
- City Hall Parking Lot
  - Full Depth HMA (3-inches in Depth)

The contractor shall place hot mix asphalt (HMA) Type A along street segments identified in the plans. Engineer to mark out exact pavement improvement limits in the field prior to the start of construction.

Hot Mix Asphalt (HMA) must be Type "A" with PG 64-10 asphalt binder per Section 39, "Asphalt Concrete". The final HMA lift must be ½" gradation. Except for the final lift, lifts thicker than 2" shall be ¾" gradation. Cold Mix shall not be used except for temporary paving operations.

Contractor must comply with Section 39, "Hot Mix Asphalt," of the Standard Specifications except as modified herein.

MEASUREMENT AND PAYMENT:

Payment for **"Hot Mix Asphalt (Type A)"** shall be at the contract price per **TON** and shall be considered full compensation for all labor, materials, tools, equipment, transportation, and incidentals to do all the work involved. The contractor shall supply weight tags to the Engineer on a daily basis. Quantities of asphalt concrete will be determined and approved by the Engineer by using the tags. Asphalt concrete weight tags shall contain the project name and indicate tonnage used on each street.

Payment for Tack Coat shall be considered as included in the contract prices bid for various items of work shown on the bid schedule and no additional compensation shall be allowed therefor.

Bid Item 15-17-AC Dike

DESCRIPTION OF WORK:

This work includes producing and placing hot mix asphalt **(HMA) Type A** for the installation of AC Dikes at the following locations:

- Holly Street between Redwood Avenue and California Avenue:
  - AC Dike "Type D" per 2025 C Caltrans Standard Plan A87B as identified in the project plans.
- Contra Costa Street north of Bay Street

- AC Dike "Type A" per 2025 Caltrans Standard Plan A87B as identified in the project plans.

Prior to the start of construction, the Engineer shall field mark the exact locations of AC Dike installations. The contractor shall coordinate with the engineer before performing this work.
Contractor must comply with Section 39, "Hot Mix Asphalt," of the Standard Specifications except as modified herein.
MEASUREMENT AND PAYMENT:
Payment for **"AC Dike"** shall be at the contract price per **LF** and shall be considered full compensation for all labor, materials, tools, equipment, transportation, and incidentals to do all the work involved.
Payment for Tack Coat shall be considered as included in the contract prices bid for various items of work shown on the bid schedule and no additional compensation shall be allowed therefor.
All construction surveying and staking will be performed by the City.

Bid Item 18 - Demolition and Offhaul of Existing Concrete (C&G, Sidewalk, Curb Ramps, Cross Gutters, Spandrels, ac, ab)

The contract price paid per **square foot** for **"Demolition and Off haul of Existing Concrete (C&G, Sidewalk, Curb Ramps, Cross Gutter, Spandrels, AC, AB)** is **Final Pay** and 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 including curb & gutter, sidewalk, curb ramps, and cross gutters with spandrels, existing roadway (AC & AB), AC berms, pavers, and any other existing concrete surfaces that must be demoed to successfully install the proposed concrete improvement, as detailed in the Standard Specifications, these Special Provisions, and the project plans.
Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply to this bid item.
Prior to digging, the contractor shall call 811 and pothole to determine exact utility horizontal locations and depths.
All construction surveying and staking will be performed by the City.

Bid Item 19 – Construct Minor Concrete - Curb and Gutter

MEASUREMENT AND PAYMENT:
The contract price paid per **linear foot** for curb and gutter concrete improvements under **"Construct Minor Concrete – Curb and Gutter** is **Final Pay** and -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 **"Construct Minor Concrete – Curb and Gutter"** bid item includes subgrade preparation, furnishing, placing and compaction of class II aggregate base, all costs associated with incidental work such as the cost of restoring adjacent pavement and backfilling the adjacent area with native material to accommodate new curb and gutter 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 new curb and gutter is paid as part of the respective bid item and no additional compensation will be allowed therefor. Curb and Gutter shall be constructed in accordance with City of Seaside Standard Plan ST-410.
Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply.
Prior to digging, the contractor must call 811 and pothole to determine exact utility horizontal locations and depths.
All construction surveying and staking will be performed by the City.

Bid Item 20 – Construct Minor Concrete-Cross Gutter and Spandrel (8 inch thick)

MEASUREMENT AND PAYMENT:
The contract price paid per **square foot** for cross gutter concrete improvements under **"Construct Minor Concrete –Cross Gutter and Spandrel (8 inch thick)"** is **Final Pay-**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 **"Construct Minor Concrete –Cross Gutter and Spandrel (8-inch thick)"** item includes subgrade preparation, furnishing, placing and compaction of class II aggregate base, all costs associated with incidental work such as the cost of restoring adjacent pavement and backfilling the adjacent area with native material to accommodate new concrete cross gutter and spandrel as shown on project 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 new cross gutter is paid as part of the respective bid item and no additional compensation will be allowed therefor. Concrete Cross Gutter and Spandrel shall be constructed in accordance with City of Seaside Standard Plan ST-720.

Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply.
Prior to digging, the contractor must call 811 and pothole to determine exact utility horizontal locations and depths.
All construction surveying and staking will be performed by the City.

Bid Item 21 – Construct Minor Concrete-Sidewalk (4 inch thick)

MEASUREMENT AND PAYMENT:
The contract price paid per **square foot** for sidewalk concrete improvements under **"Construct Minor Concrete – Sidewalk (4 inch thick)"** is **Final Pay** and -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 **"Construct Minor Concrete – Sidewalk (4 inch thick)"** bid item includes subgrade preparation, furnishing, placing and compaction of class II aggregate base, all costs associated with incidental work such as the cost of restoring adjacent pavement and backfilling the adjacent area with native material to accommodate new sidewalk as shown on plans shall be included in the unit cost of the work and no additional compensation will be allowed therefor. New sidewalk shall match existing back of sidewalk limits unless otherwise noted on the plans. New sidewalk shall conform the existing finish grade of all building entryways. Sidewalk shall be constructed in accordance with City of Seaside Standard Plan ST-415.
Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply.
Prior to digging, the contractor must call 811 and pothole to determine exact utility horizontal locations and depths.
All construction surveying and staking will be performed by the City.

Bid Item 22-Construct Minor Concrete-Curb Ramps (6 inch thick)

MEASUREMENT AND PAYMENT:
The contract price paid per **square foot** for curb ramp concrete improvements under **"Construct Minor Concrete – Curb Ramps"** is **Final Pay** and -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 **"Construct Minor Concrete – Curb Ramps"** bid item includes subgrade preparation, furnishing, placing and compaction of class II aggregate base, all costs associated with incidental work such as the cost of restoring adjacent pavement and backfilling the adjacent area with native material to accommodate new sidewalk as shown on plans shall be included in the unit cost of the work and no additional compensation will be allowed therefor. Curb Ramps shall be constructed in accordance to City of Seaside Standard Plan ST-455. Curb ramps must include a 6-inch thick concrete section under the detectable warning surface (DWS) and the gutter pan.
Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply.
Prior to digging, the contractor must call 811 and pothole to determine exact utility horizontal locations and depths.
All construction surveying and staking will be performed by the City.

Bid Item 23-Construct 6-inch Minimum Vertical Curb

DESCRIPTION OF WORK:
"Construct 6-Inch Minimum Vertical Curb" shall consist of constructing Portland cement concrete vertical curb with a minimum 6-inch curb reveal at proposed curb ramp locations, as shown on the Plans and as directed by the Engineer.

The work shall include furnishing all labor, materials, equipment, excavation, subgrade preparation, forming, reinforcing (when required), concrete placement, finishing, curing, construction joints, expansion joints, dowels (where required), backfilling, disposal of surplus material, and all incidental work necessary to complete the installation.

The vertical curb shall be constructed in accordance with **Section 73, "Concrete Curbs and Sidewalks,"** of the **2025 Caltrans Standard Specifications**, the applicable **2025 Caltrans Standard Plans (A87A and curb ramp details)**, and the details shown on the Plans. The curb shall be constructed to provide a minimum **6-inch vertical curb reveal** adjacent to each proposed curb ramp and shall transition smoothly into adjacent curb, gutter, sidewalk, and curb ramp improvements without abrupt changes in grade or alignment.

MEASUREMENT AND PAYMENT:

"Construct 6-Inch Minimum Vertical Curb" will be measured by the **linear foot (LF)** along the face of curb actually constructed and accepted.

The contract unit price paid per linear foot shall constitute full compensation for furnishing all labor, materials, equipment, excavation, removal of existing improvements where required, subgrade preparation, forming, concrete, finishing, curing, joints, dowels, backfill, disposal of surplus material, and all incidentals necessary to complete the work in accordance with the Plans, Specifications, and the direction of the Engineer.

No separate payment will be made for excavation, subgrade preparation, forming, curing, construction joints, expansion joints, or transitions to adjacent improvements, as these costs shall be considered included in the contract unit price paid for "**Construct 6-Inch Minimum Vertical Curb**."

All construction surveying and staking will be performed by the City.

Bid Item 24 – Detectable Warning Surface (DWS)

MEASUREMENT AND PAYMENT:
The contract price paid per **square feet** for **"Detectable Warning Surface (DWS)"** shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, installation, complete in place, as shown on the plans, as specified in the Standard Specifications, these special provisions, and as shown on the project plans.
The Detectable Warning Surface (DWS) must be wet-set type (mot surface mounted) prefabricated composite panels listed on the Caltrans authorized material list. DWS color shall be **federal yellow.** Surface-mounted panels may be used in retrofit applications only, upon approval of the City and the Engineer.
Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply.
All construction surveying and staking will be performed by the City.

Bid Item 25- Parking Wheel Stops

MEASUREMENT AND PAYMENT:
The contract price paid per **each** for **"Parking Wheel Stops"** shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, installation, complete in place, as shown on the plans, as specified in the Standard Specifications, these special provisions, and as shown on the project plans.
Wheel Stops shall be made from steel reinforced concrete and must have a minimum length of 6 ft.
Alternative wheel stop types such as materials and dimensions will require approval from the engineer.
All construction surveying and staking will be performed by the City.

Bid Item 26-Remove and Dispose Existing Storm Drain Catch Basin

MEASUREMENT AND PAYMENT:
The Contract Price Paid per **each** for "**Remove and Dispose Existing Storm Drain Catch Basin"** shall include all work associated with the removal of existing storm drain catch basin as indicated on the plans. The work shall include but not limited to saw cutting, grinding, trenching, removal and disposal of asphalt (including reinforcing fabric, if present), concrete pavement, removal of pipes, spoil disposal, backfill, compaction, cleaning, temporary paving, surface restoration of all public and private improvements including asphalt paving, concrete paving, driveway, striping, landscaping and all incidentals required by these specifications and drawings.
Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply.
Prior to digging, the contractor shall call 811 and pothole to determine exact utility horizontal locations and depths.
All construction surveying and staking will be performed by the City.

Bid Item 27 & 28-Remove Existing Storm Drain Pipe

MEASUREMENT AND PAYMENT:
The Contract Price Paid per linear foot for "**Remove Existing 10-inch Diameter Storm Drain Pipe", "Remove Existing 15-inch Diameter Storm Drain Pipe",** shall include all work associated with the removal of existing storm drain pipe as indicated on the plans. The work shall include but not limited to saw cutting, grinding, trenching,

removal and disposal of asphalt (including reinforcing fabric, if present), concrete pavement, removal of pipes, spoil disposal, backfill, compaction, cleaning, temporary paving, surface restoration of all public and private improvements including concrete paving, driveway, striping, landscaping and all incidentals required by these specifications and drawings. The length paid shall be measured from the outside face of manhole/inlet structure. Restoration of pavement is included in this bid item only when proposed project paving is not taking place. Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply. Prior to digging, the contractor shall call 811 and pothole to determine exact utility horizontal locations and depths. All construction surveying and staking will be performed by the City.

Bid Item 29 & 30-Construct Storm Drain Pipe (HDPE)

MEASUREMENT AND PAYMENT:
The Contract Price Paid per **linear foot** for "**Construct 12-inch Diameter Storm Drain Pipe", "Construct 15-inch Diameter Storm Drain Pipe",** shall include all work associated with the installation of storm drain pipe as indicated on plans. The work shall include but not limited to all potholing, site clearing, saw cutting, grinding, trenching, dewatering and bypass pumping if required, removal and disposal of asphalt (including reinforcing fabric, if present), concrete pavement, spoil disposal, dewatering, installation of bedding, furnishing and placing pipe and fittings, connection to new manholes, backfill, compaction, pipeline testing, cleaning, temporary paving, surface restoration of all public and private improvements including, concrete paving, driveway, striping, landscaping and all incidentals required by these specifications and drawings. Restoration of pavement is included in this bid item only when proposed project paving is not taking place. The length paid shall be measured from the outside edge of manhole/inlet structure.
Storm Drain pipe must be HDPE DR-17 or approved equal.
Prior to digging, the contractor shall call 811 and pothole to determine exact utility horizontal locations and depths. All construction surveying and staking will be performed by the City.

Bid Item 31 & 32-Construct Storm Catch Basin

MEASUREMENT AND PAYMENT:
The Contract Price Paid per **each** for "**Construct Storm Drain Catch Basin"** shall include full compensation for all work associated with the installation of the drainage inlets including, but not limited to, furnishing all labor, materials, tools, equipment, transportation, and incidentals, as noted on the plans, per the Standard Specifications and these special provisions.
Full compensation for earthwork related to installing drainage inlets shall be considered as included in the items of work involved and no additional compensation will be allowed therefor. Restoration of pavement is included in this bid item only when proposed project paving is not taking place.
Storm Drain Catch Basins along Holly Street shall be constructed per City of Seaside Standard Plan SD-510 except for one Storm Drain Catch Basin at the intersection of Holly Street and Redwood Avenue that must be constructed per Catch Basin Type "G1" of the 2025 Caltrans Standard Plan D72B.
Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply.
Prior to digging, the contractor shall call 811 and pothole to determine exact utility horizontal locations and depths.
All construction surveying and staking will be performed by the City.

Bid Item 33-Connect New Storm Drain Pipe to Existing Storm Drain Structure

MEASUREMENT AND PAYMENT:
The Contract Price Paid per **each** for "**Connect New Storm Drain Pipe to Existing Storm Drain Structure",** shall include all work associated with the connection of new storm drain pipe to existing storm drain manhole as indicated on plans. The work shall include but not limited to all potholing, site clearing, saw cutting, grinding, trenching, dewatering and bypass pumping if required, removal and disposal of asphalt (including reinforcing fabric, if present), concrete pavement, removal of abandoned pipes, spoil disposal, dewatering, backfill, compaction, pipeline testing, cleaning, temporary paving, surface restoration of all public and private improvements including concrete paving, driveway, striping, landscaping and all incidentals required by these specifications and drawings. New Storm Drain Connections to existing structures shall be constructed in accordance with City of Seaside Standard Plan SD-210.
Prior to digging, the contractor shall call 811 and pothole to determine exact utility horizontal locations and depths.
All construction surveying and staking will be performed by the City.

Bid Item 34-Connect New Storm Drain Pipe to Existing Storm Drain Pipe

MEASUREMENT AND PAYMENT:
The Contract Price Paid per **each** for "**Connect New Storm Drain Pipe to Existing Storm Drain Pipe",** shall include all work associated with the connection of new storm drain pipe to existing storm drain manhole as indicated on plans. The work shall include but not limited to all potholing, site clearing, saw cutting, grinding, trenching, dewatering and bypass pumping if required, removal and disposal of asphalt (including reinforcing fabric, if present), concrete pavement, removal of abandoned pipes, spoil disposal, dewatering, backfill, compaction, pipeline testing, cleaning, temporary paving, surface restoration of all public and private improvements including concrete paving, driveway, striping, landscaping and all incidentals required by these specifications and drawings. Existing Storm Drain Connections to New Storm Drain manholes shall be constructed in accordance to City of Seaside Standard Plan SD-110.
Prior to digging, the contractor shall call 811 and pothole to determine exact utility horizontal locations and depths.
All construction surveying and staking will be performed by the City.

Bid Item 35-Remove Existing 3-inch Sanitary Sewer Service Line

MEASUREMENT AND PAYMENT:
The Contract Price paid per **linear foot** for **"Remove Existing 3-inch Sanitary Sewer Service Line**" shall be measured along the centerline of the pipe and shall constitute full compensation for furnishing all labor, materials, tools, equipment, excavation, shoring, dewatering, sawcutting, removal and disposal of the existing 3-inch sanitary sewer service line, backfill and compaction, restoration of disturbed areas, and all incidental work necessary to complete the work as shown on the Plans and as directed by the Engineer.
The location of the existing 3-inch sanitary sewer service line shown on the Plans at City Hall is approximate. The Contractor shall verify the exact location, alignment, and depth of the existing 3-inch sanitary sewer service line prior to the start of construction. Any discrepancies between the existing field conditions and the Plans shall be immediately reported to the Engineer before proceeding with the work.
All vegetation, landscaping, concrete, asphalt, and curbs disturbed during the removal of the 3-inch sanitary sewer service line must be replaced in kind.
No separate payment will be made for traffic control, utility coordination, temporary support of existing utilities, or any other incidental work required to complete the removal, as these costs shall be included in the contract unit price. Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply. Prior to digging, the contractor shall call 811 and pothole to determine exact utility horizontal locations and depths.
All construction surveying and staking will be performed by the City.

Bid Item 36-Construct New 4-inch Sanitary Sewer Service Line

MEASUREMENT AND PAYMENT:
The Contract Price Paid per **linear foot** for "**Construct New 4-inch Sanitary Sewer Service Line",** shall include all work associated with the installation of sanitary sewer pipe as indicated on plans. The work shall include but not limited to all potholing, site clearing, saw cutting, grinding, trenching, dewatering and bypass pumping if required, removal and disposal of asphalt (including reinforcing fabric, if present), concrete pavement, removal of abandoned pipes, spoil disposal, dewatering, installation of bedding, furnishing and placing pipe and fittings, connection to new or existing manholes, backfill, compaction, pipeline testing, cleaning, temporary paving, surface restoration of all public and private improvements including concrete paving, driveway, striping, landscaping and all incidentals required by these specifications and drawings. The length paid shall be measured from the center of sanitary sewer structure to connection of existing pipe.
All vegetation, landscaping, concrete, asphalt, and curbs disturbed during the construction of new 4-inch sanitary sewer service line must be replaced in kind.
Prior to digging, the contractor shall call 811 and pothole to determine exact utility horizontal locations and depths.
All construction surveying and staking will be performed by the City.

Bid Item 37-Construct New Sanitary Sewer Cleanout (SSCO)

MEASUREMENT AND PAYMENT:
The Contract Price Paid per **each** for "**Construct New Sanitary Sewer Cleanout (SSCO)"** shall include full compensation for all work associated with the installation of sanitary sewer cleanout as indicated on plans. The work shall include but not limited to all potholing, site clearing, saw cutting, grinding, trenching, dewatering and bypass pumping if required, removal and disposal of asphalt (including reinforcing fabric, if present), concrete pavement, removal of abandoned pipes, spoil disposal, dewatering, installation of bedding, furnishing and placing pipe and fittings, backfill, compaction, pipeline testing, cleaning, temporary paving, surface restoration of all public and private improvements including concrete paving, driveway, striping, landscaping and all incidentals required by

these specifications and drawings.
Prior to digging, the contractor shall call 811 and pothole to determine exact utility horizontal locations and depths.
All construction surveying and staking will be performed by the City.

Bid Item 38-Remove and Relocate Existing Sanitary Sewer Cleanout

MEASUREMENT AND PAYMENT:
The Contract Price Paid per **each** for "**Remove and Replace Sanitary Sewer Cleanout (SSCO)"** shall include full compensation for all work associated with the removal and replacement sanitary sewer cleanout as indicated on plans. The work shall include but not limited to all potholing, site clearing, saw cutting, grinding, trenching, dewatering and bypass pumping if required, removal and disposal of asphalt (including reinforcing fabric, if present), concrete pavement, removal of abandoned pipes, spoil disposal, dewatering, installation of bedding, furnishing and placing pipe and fittings, backfill, compaction, pipeline testing, cleaning, temporary paving, surface restoration of all public and private improvements including concrete paving, driveway, striping, landscaping and all incidentals required by these specifications and drawings.
Prior to digging, the contractor shall call 811 and pothole to determine exact utility horizontal locations and depths.
All construction surveying and staking will be performed by the City.

Bid Item 39-44-Adjust to Grade

MEASUREMENT AND PAYMENT:
The Contract Price Paid per **each** for **"Adjust to Grade"** shall include full compensation for all work associated with the adjusting to grade of utility covers/manholes as indicated on plans. All quantities will be determined from actual counts. The unit costs shall govern regardless of the method used to make the adjustments. No compensation will be allowed for the work performed by the owners of the facilities.

Facilities to be adjusted to finish grade during construction of concrete improvements and after paving operations shall include, but not be limited to, Storm Drain Manholes, Sanitary Sewer Manholes, Water Valves, Water Meters, Gas Valves, Gas Meters, Electrical Boxes, Street Monuments, and/or Irrigation Valves. If existing utility covers are in inadequate condition, contractor must replace existing utility covers and boxes with new. Contractor shall request new utility covers and boxes from the local utility agencies. If utility agencies are not able to provide new covers and boxes, Contractor shall purchase new covers and boxes and install. Inadequate condition is determined by the Engineer. New utility covers and boxes purchased by Contractor after approval of Engineer will be paid by unit each. "Inadequate Condition" of existing utility covers and boxes is at the discretion of the engineer.

Gas Valve adjustments must be coordinated with PG&E prior to the start of construction.
Water Valve and/ Water Meter adjustments must be coordinated with California American Water Company prior to the start of construction.
The above contract unit costs shall be considered full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing all of the work involved as detailed in the Standard Specifications, these Special Provisions, and the plans and typical sections and no additional compensation will be allowed therefor. Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply.
All construction surveying and staking will be performed by the City.

Bid Item 45 - 46 - Thermoplastic Pavement Markings

DESCRIPTION OF WORK:
These items of work include layout, providing markers, adhesive, and installation of markers to produce markings as shown on the plans and detailed in 2025 Caltrans Standard Plans. The markings shall conform to Section 81-3, Pavement Markers and layout shall conform with Section 84-2, Traffic Stripes and Pavement Markings of the Caltrans Standard Specifications. Engineer shall inspect and approve layout of striping prior to final installation. Thermoplastic Markings shall not be installed until layout has been approved by the engineer. The contractor shall request inspection of the marking layout and provide 72 hours for the engineer to review. Contractor shall make modifications to the layout as directed by the engineer, to comply with plans and the latest MUTCD standards, at no additional cost to the City.

MEASUREMENT AND PAYMENT:
Payment for **"Thermoplastic Pavement Markings (White)" and "Thermoplastic Pavement Markings (Blue)"**

shall be measured per **square feet**. 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.
Continental Crosswalks shall be installed per City of Seaside Standard Plan ST-940 and must comply with Caltrans Standard Specifications, Section 84. Pavement Markings shall be thermoplastic. Crosswalk markings located within 600 feet of a school must be yellow.
Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved with placing thermoplastic 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 square foot price for Thermoplastic of the various kinds identified in the Bid Schedule, and no additional compensation will be allowed.

Bid Items 47 - Thermoplastic Traffic Stripe

DESCRIPTION OF WORK:
These items of work include layout, providing markers, adhesive, and installation of markers to produce striping as shown on the plans and detailed in Caltrans Standard Plans. The markers for striping shall conform to Section 81-3, Pavement Markers and layout shall conform with Section 84-2, Traffic Stripes and Pavement Markings of the Caltrans Standard Specifications. **Engineer shall inspect and approve "cat tracking layout" of striping in field prior to final installation.**

MEASUREMENT AND PAYMENT:
Measurement and Payment for "**Thermoplastic Traffic Stripe"** shall be per **lineal feet.** Layout and placement of temporary tabs, and "cat tracking" will be included in the unit price bid for each striping detail and no additional compensation will be allowed therefor.
Measurement and Payment for multi-line striping shall be per linear foot, measured along the plan centerline length of the applicable striping detail, regardless of the number of individual lines within the detail. Measurement and Payment for single-line striping shall be per linear foot of the actual painted stripe length placed in the field.
No adjustment in the contract unit price for "Thermoplastic Traffic Stripe" shall be made for increases or decreases of more than 25 percent of the quantities set forth in the Schedule of Bid Prices, and portions of Section 4.3.2 of the General Provisions shall not apply.

Bid Item 48 - Blue Reflective Markers at Fire Hydrants

DESCRIPTION OF WORK:
Installation of "**Blue Reflective Markers at Fire Hydrants"** shall conform to Section 81-3, "Pavement Markers," of Caltrans Standard Specifications. Blue Markers shall be placed in roadway to designate location of fire hydrant. Placement is per the direction of the Engineer.
MEASUREMENT AND PAYMENT:
The contract price measured and paid per **each** for **"Blue Reflective Markers at Fire Hydrants"** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in applying markers, complete in place, including establishing alignment for markers and layout work, as specified in these specifications and directed by the Engineer.
No adjustment in the contract unit price for Raised Pavement Markers –Blue Markers items shall be made for increases or decreases of more than 25 percent of the quantities set forth in the Schedule of Bid Prices, and portions of Section 4.3.2 of the General Provisions shall not apply.

Bid Items 49 – Remove Existing Sign and Post

DESCRIPTION OF WORK:
Existing Traffic Signs must be removed and relocated as identified in the project plans. Exact location of new and/or relocated traffic signs shall be identified in the field by the engineer.

MEASUREMENT AND PAYMENT:
Measurement and Payment for **"Remove Existing Sign and Post**" shall be per **each** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in removing and relocating existing traffic signs.

Bid Items 50 – Install New Sign and post

DESCRIPTION OF WORK:
The work under this item shall consist of furnishing all labor, materials, tools, equipment, and incidentals necessary to install new traffic signs at the locations shown on the Plans or as directed by the Engineer. Work shall include installation of new sign panels, posts, hardware, breakaway devices, foundations (if required), mounting assemblies, and all appurtenant materials necessary for a complete and functional installation.
Installation shall include setting posts to the required depth and alignment, ensuring proper vertical and horizontal orientation, fastening sign panels securely, and providing all required clearances in accordance with the California MUTCD and applicable Standard Plans. Contractor shall also be responsible for protecting existing improvements, performing minor adjustments to adjacent facilities as necessary, and restoring any disturbed areas to original or improved condition.

All work shall conform to the Standard Specifications, Project Plans, Technical Specifications, and applicable local and State requirements.

MEASUREMENT AND PAYMENT:
Measurement for "**Install New Sign and Post"** shall be made on a per **Each** basis for each sign installed and accepted by the Engineer, complete in place in accordance with the Plans and Specifications.
Payment for "**Install New Sign and Post"** shall be made at the contract unit price per **Each**, as shown on the Bid Schedule, and shall include full compensation for furnishing all labor, materials, tools, equipment, hardware, posts, foundations, sign panels, breakaway devices, mounting assemblies, installation, traffic control, and incidentals necessary to complete the work in accordance with the Plans, Specifications, and applicable Standard Plans. No additional compensation shall be allowed therefor.

Bid Item 51-Removal of Existing Trees/Bushes

MEASUREMENT AND PAYMENT:
"Removal of Existing Trees/Bushes" will be measured by the **each (EA)** for all work necessary to remove and dispose of the existing trees, shrubs, bushes, stumps, and roots within the limits shown on the plans or as directed by the Engineer. No separate measurement will be made for individual trees, bushes, excavation, backfilling, disposal, or restoration.

The contract lump sum price paid for "**Removal of Existing Trees/Bushes"** shall constitute full compensation for furnishing all labor, materials, equipment, tools, and incidentals required to complete the work. Payment shall include, but not be limited to, cutting, grubbing, stump and root removal, excavation as necessary, backfilling and compaction of resulting voids, loading, hauling, legal disposal of all removed material, protection of adjacent improvements and utilities, traffic control, dust control, and all other work necessary to complete the removal in accordance with the Plans, Specifications, and as directed by the Engineer.

Project Plans require removal of trees and large bushes at the intersection of Holly Street and Dias Avenue. Contractor must coordinate tree removal with City prior to the start of construction. **City to coordinate tree removal effort with property owners fronting the area of work.**

No additional compensation will be allowed for work required to complete this item.

Additive Alternate 1: Bid Item and Descriptions and Payment

Bid Item 1a- Mobilization/Demobilization

DESCRIPTION OF WORK:
Mobilization shall conform to the provision of Section 10.2 of the General Provisions.
MEASUREMENT AND PAYMENT:
The contract **lump sum** price paid for **"Mobilization/Demobilization"** shall be considered 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.
The department shall make partial payments for the mobilization costs of the contract, not to exceed the following:

6. When 5 percent of the original contract amount is earned, 50 percent of the amount bid for mobilization, or 5 percent of the original contract amount, whichever is lesser, may be paid.
7. When 10 percent of the original contract amount is earned, 75 percent of the amount bid for mobilization or 7.5 percent of the original contract amount, whichever is lesser, may be paid.
8. When 20 percent of the original contract amount is earned, 95 percent of the amount bid for mobilization, or 9.5 percent of the original contract amount, whichever is lesser, may be paid.
9. When 50 percent of the original contract amount is earned, 100 percent of the amount bid for mobilization, or 10 percent of the original contract amount, whichever is lesser, may be paid.
10. Upon completion of all work on the project, payment of any amount bid for mobilization in excess of 10 percent of the original contract amount will be paid.

Bid Item 2a- Traffic Control System

MEASUREMENT AND PAYMENT:
The contract **lump sum** price paid for **"Traffic Control System"** shall include full compensation for furnishing all labor, materials (including signs), tools, equipment, incidentals, furnishing all flagmen, and for doing all the work as described below, as directed by the Engineer, and as specified in the Standard Specifications and these special provisions. No additional compensation will be allowed:
Payment for "Traffic Control System" includes the following:

- The installation of the traffic and pedestrian control complete in place as specified in the General Provisions, these Special Provisions, and as directed by the Engineer.
- Furnishing, placing, maintaining, and removing the temporary reflective raised pavement markers, used for temporary lane line and centerline delineation, for those areas where temporary lane line and centerline delineation are required, and for providing equivalent patterns of permanent traffic lines for such areas when required.
- Placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic control system.
- Furnishing and installing funding signs as shown on the plans and as directed by the City and Engineer.
- Furnishing of Traffic Control Flaggers for the project.
- Traffic control plans, including revisions to the satisfaction of the Engineer.
- The contractor shall comply with the permit required by Caltrans for all work to be performed by the Contractor in Caltrans right of way. The Contractor is responsible for determining the need for and obtaining the requisite permits.

Bid Item 3a- Water Pollution Control Plan

MEASUREMENT AND PAYMENT:
The contract **lump sum** price paid for **"Water Pollution Control Plan"** shall include full compensation for preparing a water pollution prevention plan, developing and implementing the plan, providing a WPC manager, conducting WPC training, and monitoring, inspection, reporting, and correcting WPC practices the 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 4a- Critical Path Method (CPM) Schedule
Preparing, maintaining, and implementing of the **"Critical Path Method (CPM) Schedule"** is paid for as a **lump sum**. The CMP schedule shall be kept up to date and coordinated with the City and the Engineer. A 3 week look

ahead shall be provided at every weekly meeting to discuss the specific upcoming activities and any changes that may occur. The CPM schedule shall be updated immediately upon request from the City and/or Engineer.

Bid Item 5a-MicroSlurry (Type II)

MEASUREMENT AND PAYMENT:

The contract price paid per **square yard** for **"Microslurry (Type II)"** shall include full compensation for furnishing all labor, providing all materials, tools, equipment, transportation, and incidentals and for doing all the work involved with the application of the "Microslurry(Type II)", roll, slurry, sweep, and install temporary striping, and notifications, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

Bid Item 6a-Crack Seal

The contract price paid per **linear foot** for **"Crack Seal",** shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, 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 7a-Localized Base Repairs (Digouts) – (6 inch depth)

DESCRIPTION OF WORK:

"Localized Base Repairs (Digouts)" shall consist of grinding the roadway to the specified depth, removing and disposing of the existing depth of pavement and any underlying unsuitable material as determined by the Engineer, compacting the exposed surface and replacing it with the specified thickness of asphalt concrete in accordance with the detail in these special provisions.

Localized Base Failure Repair (Digouts) for base bid shall be performed as follows:

- California Avenue shall have localized base repairs (digouts) at a maximum depth of 6 inches. Localized Base Repair areas to be marked out in the field by the engineer prior to start of construction.

MEASUREMENT AND PAYMENT:

The contract unit price paid per **TON** for **"Localized Base Repair (Digouts)"** shall include full compensation for furnishing all labor, material (including Hot Mix Asphalt and tack coat), tools, equipment, sweeping, and off haul of grindings, removals, and incidentals and for doing all the work involved "Localized Base Repair (Digouts)", complete in place as shown in the detail in these special provisions, as specified herein, and as directed by the Engineer, and no additional compensation will be allowed therefor.

No payment shall be made for materials placed outside of the limits marked by the Engineer.

The estimated quantity of "Localized Base Repair (Digouts)" is for bidding purposes only. This quantity may be increased or decreased based on field conditions evaluation by the Engineer, and no adjustment in the contract bid price or other contract items will be made. No adjustment in the contract unit price for "Localized Base Repair (Digouts)" shall be made for increases or decreases of more than 25 percent of the quantities set forth in the Schedule of Bid Prices, and portions of Section 4.3.2 of the General Provisions shall not apply.

Bid Item 8a-ThermoplaStic Pavement Markings

DESCRIPTION OF WORK:

These items of work include layout, providing markers, adhesive, and installation of markers to produce markings as shown on the plans and detailed in 2025 Caltrans Standard Plans. The markings shall conform to Section 81-3, Pavement Markers and layout shall conform with Section 84-2, Traffic Stripes and Pavement Markings of the Caltrans Standard Specifications. Engineer shall inspect and approve layout of striping prior to final installation. Thermoplastic Markings shall not be installed until layout has been approved by the engineer. The contractor shall request inspection of the marking layout and provide 72 hours for the engineer to review. Contractor shall make modifications to the layout as directed by the engineer, to comply with plans and the latest MUTCD standards, at no additional cost to the City.

MEASUREMENT AND PAYMENT:

Payment for **"Thermoplastic Pavement Markings (White)" and "Thermoplastic Pavement Markings (Blue)" shall** be measured per **square feet**. 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.

Continental Crosswalks shall be installed per City of Seaside Standard Plan ST-940 and must comply with Caltrans Standard Specifications, Section 84. Pavement Markings shall be thermoplastic. Crosswalk markings located within 600 feet of a school must be yellow.
Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved with placing thermoplastic 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 square foot price for Thermoplastic of the various kinds identified in the Bid Schedule, and no additional compensation will be allowed.

Bid Item 9a-Blue Reflective Markers at Fire Hydrants

DESCRIPTION OF WORK:
Installation of "**Blue Reflective Markers at Fire Hydrants"** shall conform to Section 81-3, "Pavement Markers," of Caltrans Standard Specifications. Blue Markers shall be placed in roadway to designate location of fire hydrant. Placement is per the direction of the Engineer.
MEASUREMENT AND PAYMENT:
The contract price measured and paid per **each** for **"Blue Reflective Markers at Fire Hydrants"** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in applying markers, complete in place, including establishing alignment for markers and layout work, as specified in these specifications and directed by the Engineer.
No adjustment in the contract unit price for Raised Pavement Markers –Blue Markers items shall be made for increases or decreases of more than 25 percent of the quantities set forth in the Schedule of Bid Prices, and portions of Section 4.3.2 of the General Provisions shall not apply.

Bid Item 10a-14a- Thermoplastic Traffic Stripe

DESCRIPTION OF WORK:
These items of work include layout, providing markers, adhesive, and installation of markers to produce striping as shown on the plans and detailed in Caltrans Standard Plans. The markers for striping shall conform to Section 81-3, Pavement Markers and layout shall conform with Section 84-2, Traffic Stripes and Pavement Markings of the Caltrans Standard Specifications. **Engineer shall inspect and approve "cat tracking layout" of striping in field prior to final installation.**

MEASUREMENT AND PAYMENT:
Measurement and Payment for "**Thermoplastic Traffic Stripe"** shall be per **lineal feet.** Layout and placement of temporary tabs, and "cat tracking" will be included in the unit price bid for each striping detail and no additional compensation will be allowed therefor.

Measurement and Payment for multi-line striping shall be per linear foot, measured along the plan centerline length of the applicable striping detail, regardless of the number of individual lines within the detail. Measurement and Payment for single-line striping shall be per linear foot of the actual painted stripe length placed in the field.
No adjustment in the contract unit price for "Thermoplastic Traffic Stripe" shall be made for increases or decreases of more than 25 percent of the quantities set forth in the Schedule of Bid Prices, and portions of Section 4.3.2 of the General Provisions shall not apply.

Additive Alternate 2: Bid Item Descriptions and Payment

Bid Item 1b-Mobilization/Demobilization

DESCRIPTION OF WORK:
Mobilization shall conform to the provision of Section 10.2 of the General Provisions.
MEASUREMENT AND PAYMENT:
The contract **lump sum** price paid for **"Mobilization"** shall be considered 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.
The department shall make partial payments for the mobilization costs of the contract, not to exceed the following:

1. When 5 percent of the original contract amount is earned, 50 percent of the amount bid for mobilization, or 5 percent of the original contract amount, whichever is lesser, may be paid.
2. When 10 percent of the original contract amount is earned, 75 percent of the amount bid for mobilization or 7.5 percent of the original contract amount, whichever is lesser, may be paid.
3. When 20 percent of the original contract amount is earned, 95 percent of the amount bid for mobilization, or 9.5 percent of the original contract amount, whichever is lesser, may be paid.
4. When 50 percent of the original contract amount is earned, 100 percent of the amount bid for mobilization, or 10 percent of the original contract amount, whichever is lesser, may be paid.
5. Upon completion of all work on the project, payment of any amount bid for mobilization in excess of 10 percent of the original contract amount will be paid.

Bid Item 2b-Traffic Control System

MEASUREMENT AND PAYMENT:

The contract **lump sum** price paid for **"Traffic Control System"** shall include full compensation for furnishing all labor, materials (including signs), tools, equipment, incidentals, furnishing all flagmen, and for doing all the work as described below, as directed by the Engineer, and as specified in the Standard Specifications and these special provisions. No additional compensation will be allowed:

Payment for "Traffic Control System" includes the following:

- The installation of the traffic and pedestrian control complete in place as specified in the General Provisions, these Special Provisions, and as directed by the Engineer.
- Furnishing, placing, maintaining, and removing the temporary reflective raised pavement markers, used for temporary lane line and centerline delineation, for those areas where temporary lane line and centerline delineation are required, and for providing equivalent patterns of permanent traffic lines for such areas when required.
- Placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic control system.
- Furnishing and installing funding signs as shown on the plans and as directed by the City and Engineer.
- Furnishing of Traffic Control Flaggers for the project.
- Traffic control plans, including revisions to the satisfaction of the Engineer.
- The contractor shall comply with the permit required by Caltrans for all work to be performed by the Contractor in Caltrans right of way. The Contractor is responsible for determining the need for and obtaining the requisite permits.

Bid Item 3b-Water Pollution Control Plan

MEASUREMENT AND PAYMENT:

The contract **lump sum** price paid for **"Water Pollution Control"** shall include full compensation for preparing a water pollution prevention plan, developing and implementing the plan, providing a WPC manager, conducting WPC training, and monitoring, inspection, reporting, and correcting WPC practices the 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 4b-Critical Path Method (CPM) Schedule

Preparing, maintaining, and implementing of the **"Critical Path Method (CPM) Schedule"** is paid for as a **lump sum**. The CMP schedule shall be kept up to date and coordinated with the City and the Engineer. A 3 week look ahead shall be provided at every weekly meeting to discuss the specific upcoming activities and any changes that may occur. The CPM schedule shall be updated immediately upon request from the City and/or Engineer.

Bid Item 5b- Grind, Offhaul, Disposal if Existing Roadway (Depth 6 inch minimum)

MEASUREMENT AND PAYMENT:

The Contract unit price per **square yard** for **"Grind, Off haul, Disposal Existing Roadway"** shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals, and for doing all the work including excavation, grinding, removal, and disposal of materials such as pavement fabric and road mesh, grading and compaction, complete in place as specified in these Special Provisions, as shown on the Plans and as directed by the Engineer and no additional compensation will be allowed therefor.
This item is revocable if not used and Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply to this bid item.

Bid Item 6b-Hot Mix Asphalt (Type A) (6 inch Inlay)
DESCRIPTION OF WORK:
This work includes producing and placing hot mix asphalt **(HMA) Type A** for the following street segments and pavement improvement types:

Additive Alternate 2:

- Playa Avenue between California Avenue and Metz Road
  - 6-inch Mill and Inlay

The contractor shall place hot mix asphalt (HMA) Type A along street segments identified in the plans. Engineer to mark out exact pavement improvement limits in the field prior to the start of construction.
Hot Mix Asphalt (HMA) must be Type "A" with PG 64-10 asphalt binder per Section 39, "Asphalt Concrete". The final HMA lift must be ½" gradation. Except for the final lift, lifts thicker than 2" shall be ¾" gradation. Cold Mix shall not be used except for temporary paving operations.
Contractor must comply with Section 39, "Hot Mix Asphalt," of the Standard Specifications except as modified herein.
MEASUREMENT AND PAYMENT:
Payment for **"Hot Mix Asphalt (Type A)"** shall be at the contract price per **TON** and shall be considered full compensation for all labor, materials, tools, equipment, transportation, and incidentals to do all the work involved. The contractor shall supply weight tags to the Engineer on a daily basis. Quantities of asphalt concrete will be determined and approved by the Engineer by using the tags. Asphalt concrete weight tags shall contain the project name and indicate tonnage used on each street.
Payment for Tack Coat shall be considered as included in the contract prices bid for various items of work shown on the bid schedule and no additional compensation shall be allowed therefor.

Bid Item 7b-Remove and Replace Unsuitable Subgrade (Revocable if not used)
DESCRIPTION OF WORK:
Should the base material found at the required elevations prove to be soft, spongy, or otherwise unsuitable, the Contractor shall obtain a written order from the City Engineer for such additional excavation as may be necessary to obtain a foundation suitable for the asphaltic concrete or concrete to be supported. This additional excavation shall be replaced by the Contractor with select material as directed by the City Engineer.
All work shall be done under the direction of the Engineer. Material that has been deemed unsuitable for reasons including, but not limited to, excessive moisture, shall be removed to a depth as directed by the engineer. All material removed shall become the property of the Contractor and should be disposed of outside of City right-of-way.
Material that is not adequately compacted shall be compacted in place, and is included in other items of work. Subgrade shall be finished graded and compacted in a manner and to a density that is acceptable to the Engineer. A geo-textile shall be placed for subgrade stabilization prior to placing fill material. Subgrade stabilization fabric shall be MIRAFI HP370 or approved equal.
Asphaltic pavement grindings or aggregate base removed and stockpiled may be used to replace unsuitable material that was removed. The engineer shall approve any material prior to placement. The stockpiled material shall only be placed to the bottom of the existing aggregate subbase. 1-1/2" Class 2 Aggregate Base shall be used in the zone of the existing aggregate base and subbase. Placement and compaction shall conform to the requirements of Section 26 of the Caltrans Standard Specification.
The contractor shall not be further compensated for the time required to complete "Remove and Replace Unsuitable Material" or associated delays.

MEASUREMENT AND PAYMENT:
The contract price paid per **cubic yard** for **"Remove and Replace Unsuitable Material"** includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in removing unsuitable material to required depth, disposing of material, as directed by the Engineer, providing and placing subgrade stabilization fabric, providing and placing stockpiled material (or equal), providing and placing 1-

1/2" Aggregate Base, and other incidentals necessary to return roadway to necessary grade.
Remove and Replace Unsuitable Material shall be measured by the cubic yard. The depth shall be measured from the elevation that the new Asphaltic Concrete is placed or the aggregate underlaying concrete.
No adjustment in the contract unit price for Remove and Replace Unsuitable Material shall be made for increases or decreased of more than 25 percent of the quantities set forth in the Schedule of Bid Prices, and portions of Section 4.3.2 of the General Provisions shall not apply.
If the Engineer determines that there is no unsuitable material, this item of work shall be revoked.

Bid Item 8b-Demolition and Offhaul of Existing Curb Ramps

Demolition and Off haul of Existing Curb Ramps is **Final Pay** and 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 including curb & gutter, sidewalk, curb ramps, and cross gutters with spandrels, existing roadway (AC & AB), AC berms, pavers, and any other existing concrete surfaces that must be demoed to successfully install the proposed concrete improvement, as detailed in the Standard Specifications, these Special Provisions, and the project plans.
Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply to this bid item.
Prior to digging, the contractor shall call 811 and pothole to determine exact utility horizontal locations and depths.

Bid Item 9b-11b-Construct Accessible Curb Ramp-Case B/Case C/Case CM+

DESCRIPTION OF WORK

This work shall consist of construction of new PCC curb, curb and gutter, sidewalk, longitudinal gutter, detectable dome mats, sign post relocation, utility adjustments/relocations and curb ramps as shown on the project plans, as directed by the Engineer, and per these Special Provisions and Technical Specifications. The locations calling for new PCC curb and gutter, sidewalk, and access ramp construction are shown on the project plans. All new PCC curb, curb and gutter, sidewalk, spandrels, longitudinal gutter, cross gutter, and access ramp quantities shall be measured after acceptance of work quality.

All PCC construction work shall conform to the applicable Standard Plan as shown on the project plans and in accordance with Standard Specifications.

The same brand, type and source of cement and aggregate shall be used for all Portland Cement Concrete. Concrete used for curb ramps on the project shall be 560-C-3250

The Contractor shall submit the concrete design mix to the Engineer for approval.

The certified tickets accompanying each batch of ready mix concrete delivered to the job site shall clearly show the "class designation" of the specified concrete mix.

All reinforcing steel for reinforced concrete construction shall be Grade 60.

Subgrade preparation shall conform to the provisions of the Standard Specifications and shall be compacted to a minimum relative compaction of 95%.

The Contractor shall verify, with a "smart level", to confirm that maximum ramp and sidewalk grades do not exceed ADA requirements when marking the required saw cut removal limits and when setting the concrete forms, prior to pouring any curb ramp locations. It shall be the Contractor's responsibility to supervise and utilize the proper experienced personnel to ensure that the proper saw cut limits are established for all access ramp locations and the City shall not be responsible to direct the Contractor's crews or otherwise serve in this management capacity. The City shall be present to verify the concrete forms, prior to the Contractor pouring any PCC construction improvements.

Special Note To Contractor:

Prior to constructing a curb ramp where physical site constraints do not allow the access ramp construction to fully meet the ADA standards, the Contractor shall so notify the City Engineer for direction.

PCC access ramp construction shall conform to City of Seaside Standard Plans case per plan, the Project Plans and in accordance with the Standard Specifications. **Typical construction tolerances to construct the new ramp shall not apply and maximum grades shall not be exceeded.** The Contractor shall be responsible to remove and reconstruct curb ramps at his own cost if ramps are deemed non-compliant with City of Seaside Standard Plans, the

pertinent details, these Technical Specifications and ADA standards. Where the type of curb ramp includes a retaining curb at the back or sides of curb ramp to make up for a difference in elevation between the existing grade and curb ramp grade, the construction of said retaining curb shall be considered as part of the curb ramp work.

Sub-grade materials shall be compacted to a minimum relative compaction of 95%. The depressed PCC curb and gutter reconstruction required as a part of the access ramp construction shall not be poured monolithic with the PCC ramp and shall be included in the unit price for the access ramp construction. Adjacent AC/AB removal and replacement AC Base Course shall conform to the requirements established in these specifications and shall be included in the unit price for the wheelchair ramp construction.

All concrete forms shall be removed, irrigation systems shall be repaired and backfilled within 72 hours following concrete placement at both the access ramps and curb & gutter reconstruction locations. PCC improvements subject to vehicle loads shall not be opened to vehicle traffic until concrete has cured to a minimum strength of 2,000 psi.

Detectable Warning Surface

All curb access ramps shall contain detectable warning surfaces. The detectable warning surface required for all curb ramps within the project limits shall be CAST-IN-PLACE DETECTABLE WARNING SURFACE MANUFACTURED BY ARMOR TILE SYSTEMS (800) 682-2525, **www.armor-tile.com** or approved equal.

The color of the detectable warning surface shall be "Federal Yellow" conforming to Federal Color No. 33538.

The orientation of the dome pattern for all panels shall be parallel with the panel edges.

At a minimum the Contractor shall adhere to the truncated dome tile manufacturer's installation requirements including proper surface preparation and protection of the work and surrounding area The manufacturer shall provide a minimum 5-year warranty, guaranteeing replacement when there is a defect in the dome shape, color fastness, sound on cane acoustic quality, or deterioration of the detectable warning surface. The warranty period shall commence on the date of acceptance.

NOTE: Detectable Warning Surface Materials shall be installed across the full width and full depth of the ramp, in conformance with Caltrans Standard Plan A88A, A88B and latest ADA requirements.

The Contractor shall remove all debris and perform all cleanup work to the satisfaction of the Engineer within three (3) working days after forms have been removed at any location.

When applicable, PCC shall be removed and replaced to the nearest cold joint or weakened plane joint, so that no small "floating" piece of existing concrete shall remain that is smaller than 6 feet (curb & gutter) or 20-square feet (sidewalk).

Curb ramps that are joining to spandrels or PCC cross gutters either drill and install 12" Long #4 Dowels at 12" O.C. embedded halfway in adjacent PCC spandrels/cross gutter or completely remove PCC spandrels/cross gutter in order to construct compliant ADA curb ramp.

The adjacent asphalt concrete slot patches shall be asphalt concrete Type III-C2, 1/2" maximum, conforming to the provisions in the Standard Specifications.

MEASUREMENT
Measurement for curb ramp construction, as shown on the project plans, shall include the area of the ramp, landing and "wings", including curb & gutter, adjacent spandrels, detectable warning surface, adjacent sidewalk beyond curb ramp limits, and adjacent 2' AC/AB pavement, unless otherwise directed by the Engineer.

Bid Item 12b-14b-Adjust to Grade
MEASUREMENT AND PAYMENT:
The Contract Price Paid per **each** for **"Adjust to Grade"** shall include full compensation for all work associated with the adjusting to grade of utility covers/manholes as indicated on plans. All quantities will be determined from actual counts. The unit costs shall govern regardless of the method used to make the adjustments. No compensation will be allowed for the work performed by the owners of the facilities.

Facilities to be adjusted to finish grade during construction of concrete improvements and after paving operations shall include, but not be limited to, Storm Drain Manholes, Sanitary Sewer Manholes, Water

Valves, Water Meters, Gas Valves, Gas Meters, Electrical Boxes, Street Monuments, and/or Irrigation Valves. If existing utility covers are in inadequate condition, contractor must replace existing utility covers and boxes with new. Contractor shall request new utility covers and boxes from the local utility agencies. If utility agencies are not able to provide new covers and boxes, Contractor shall purchase new covers and boxes and install. Inadequate condition is determined by the Engineer. New utility covers and boxes purchased by Contractor after approval of Engineer will be paid by unit each. "Inadequate Condition" of existing utility covers and boxes is at the discretion of the engineer.

Gas Valve adjustments must be coordinated with PG&E prior to the start of construction.
Water Valve and/ Water Meter adjustments must be coordinated with California American Water Company prior to the start of construction.
The above contract unit costs shall be considered full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing all of the work involved as detailed in the Standard Specifications, these Special Provisions, and the plans and typical sections 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 Item 15b-Thermoplastic Pavement Markings

DESCRIPTION OF WORK:
These items of work include layout, providing markers, adhesive, and installation of markers to produce markings as shown on the plans and detailed in 2025 Caltrans Standard Plans. The markings shall conform to Section 81-3, Pavement Markers and layout shall conform with Section 84-2, Traffic Stripes and Pavement Markings of the Caltrans Standard Specifications. Engineer shall inspect and approve layout of striping prior to final installation. Thermoplastic Markings shall not be installed until layout has been approved by the engineer. The contractor shall request inspection of the marking layout and provide 72 hours for the engineer to review. Contractor shall make modifications to the layout as directed by the engineer, to comply with plans and the latest MUTCD standards, at no additional cost to the City.

MEASUREMENT AND PAYMENT:
Payment for **"Thermoplastic Pavement Markings (White)" and "Thermoplastic Pavement Markings (Blue)" shall** be measured per **square feet**. 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.
Continental Crosswalks shall be installed per City of Seaside Standard Plan ST-940 and must comply with Caltrans Standard Specifications, Section 84. Pavement Markings shall be thermoplastic. Crosswalk markings located within 600 feet of a school must be yellow.
Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved with placing thermoplastic 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 square foot price for Thermoplastic of the various kinds identified in the Bid Schedule, and no additional compensation will be allowed.

Bid Item 16b-Blue Reflective Markers at Fire Hydrants
DESCRIPTION OF WORK:
Installation of "**Blue Reflective Markers at Fire Hydrants"** shall conform to Section 81-3, "Pavement Markers," of Caltrans Standard Specifications. Blue Markers shall be placed in roadway to designate location of fire hydrant. Placement is per the direction of the Engineer.
MEASUREMENT AND PAYMENT:
The contract price measured and paid per **each** for **"Blue Reflective Markers at Fire Hydrants"** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in applying markers, complete in place, including establishing alignment for markers and layout work, as specified in these specifications and directed by the Engineer.
No adjustment in the contract unit price for Raised Pavement Markers –Blue Markers items shall be made for increases or decreases of more than 25 percent of the quantities set forth in the Schedule of Bid Prices, and portions of Section 4.3.2 of the General Provisions shall not apply.

Bid Item 17b-21b-Thermoplastic Traffic Stripe
DESCRIPTION OF WORK:
These items of work include layout, providing markers, adhesive, and installation of markers to produce striping as shown on the plans and detailed in Caltrans Standard Plans. The markers for striping shall conform to Section 81-

3, Pavement Markers and layout shall conform with Section 84-2, Traffic Stripes and Pavement Markings of the Caltrans Standard Specifications. **Engineer shall inspect and approve "cat tracking layout" of striping in field prior to final installation.**

MEASUREMENT AND PAYMENT:
Measurement and Payment for "**Thermoplastic Traffic Stripe"** shall be per **lineal feet.** Layout and placement of temporary tabs, and "cat tracking" will be included in the unit price bid for each striping detail and no additional compensation will be allowed therefor.
Measurement and Payment for multi-line striping shall be per linear foot, measured along the plan centerline length of the applicable striping detail, regardless of the number of individual lines within the detail. Measurement and Payment for single-line striping shall be per linear foot of the actual painted stripe length placed in the field.
No adjustment in the contract unit price for "Thermoplastic Traffic Stripe" shall be made for increases or decreases of more than 25 percent of the quantities set forth in the Schedule of Bid Prices, and portions of Section 4.3.2 of the General Provisions shall not apply.

FINAL PAY ITEMS
Items designated with (F) are Final Pay items in accordance with Section 9, "Payment", of the Standard Specifications.

ANCILLARY ITEMS

Payment for any items that do not have instruction indicating where expenses for said items are to be accounted for or are required to be done to complete the overall project are to be considered ancillary to the work and accounted for in every one of the lump sum or unit price items and no additional compensation will be allowed therefor.

LUMP SUM PRICE BREAKDOWN

Immediately after award of the contract, the contractor shall submit a cost breakdown list to the Engineer for all Lump Sum Bid items. The list shall consist of major elements of work that make up the item and shall be used for determining progress pay estimates.

EXAMINATION OF SITE

Before submitting a Bid, each Bidder shall carefully examine the Plans and Specifications relating hereto. He/she shall also visit the site of the proposed work and shall fully inform himself/herself as to all the existing conditions relating to the construction and related labor so that he/she may fully understand the facilities, difficulties, restrictions attendant on the execution of the work, limitations applying to the work, and he/she shall estimate and include in his/her Bid a sum sufficient to cover the cost of all items which are required to attain the completed conditions contemplated in the project.

BID CLARIFICATION

Pursuant to the provisions of the California Public Contract Code Section 20103.8, City reserves the option to award any or all the additive bid items in addition to the original contract after the lowest responsive responsible Bidder has been determined, should the City later obtain additional funding for additive alternatives not awarded with the original contract.

For responsible bidder as it pertains to this contract, see Part I, Responsible Bidder.

Unit and lump sum prices shall be for items in place, as shown on the Plans, including all labor, materials, equipment, taxes, and incidentals necessary for a complete job.

Whenever unit prices are required and there is an incorrect extension thereof, the unit price correctly extended shall prevail and the total bid shall be corrected to reflect the correct extension. If a bid item amount is zero, enter zero. If a bid item is included elsewhere, enter "included". Do not enter "N/A" into the Bid Schedule.

The quantities listed in the bid schedule are approximate only, being given as a basis for comparison of bids, and the City of Sand City does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of work by twenty-five percent (25%) or to omit portions of

the work as may be deemed necessary by the Engineer.

Bids may be withdrawn through the City's e-Procurement Portal, the responding firm may "unsubmit" their proposal in PlanetBids Procurement. After withdrawing a previously submitted proposal, the responding firm may submit another proposal at any time up to the deadline for submitting proposals prior to the bid opening. Bids may not be withdrawn for the time period specified in BID VALIDITY of Part I.

The Non-collusion Declaration and all other required forms listed on the City's e-Procurement Portal shall be executed and submitted with each bid.

LOCAL HIRING REQUIREMENT

All Contractors who submit bids, or proposals, to construct or provide work on any City of Sand City Public Works project, or for any other Public Works construction, or improvement, on City property must comply with Sand City Municipal Code 12.20.030 et seq., which sets forth the requirements regarding the Local Hiring Requirement for Public Works Projects. Sand City's Municipal Code and Local Hiring Requirements are available online at https://sandcity.org/city-laws/; Bidders are responsible for familiarizing themselves with the contents thereof before signing the certifications required below.

Among other requirements, this ordinance requires the Contractor to make good-faith efforts, with the assistance of the Employment Development Department and/or local recruitment sources, to hire qualified individuals who are residents of the Monterey Bay Area (Monterey, Santa Cruz and San Benito Counties), in sufficient numbers so that no less than eighty percent (80%) of the Contractor's total construction work force, including subcontractor work force, measured in labor work hours, is comprised of qualified individuals who are Monterey Bay Area residents. This same requirement applies to all subcontractors.

Every Bidder must complete and sign under penalty of perjury a Certification of Good-Faith effort to Hire Monterey Bay Area Residents, on the form provided, and submit said Certification with the sealed bid no later than the date and time of the bid opening. Bidder shall attach to the Certification documentary evidence supporting Bidder's promise to meet, or to make a good-faith effort to meet, the local hiring goal.

Contractor shall include in each and every subcontract relating to the project the requirement that the subcontractor promises to make a good faith effort to hire qualified individuals who are residents of the Monterey Bay Area. Contractor shall be responsible for subcontractor's compliance.

The local hiring requirement shall not apply under the following circumstances:

(a) Informal Bids, or

(b) Whenever a state or federal law or regulation applicable to a particular contract prohibits the provision of a local hire requirement; or

(c) Whenever the City, in accordance with the requirements of the Code or state law, determines that the contract is necessary to respond to an emergency which endangers the public health, safety, or welfare; or

(d) Whenever the City determines that a suitable pool of persons providing specialized skills does not exist locally for a specific public works project. An example would be marine-related pile drivers.

PART III: GENERAL PROVISIONS
FORMAL BID

JOB SITE AND DOCUMENT EXAMINATION

The Bidder is required to thoroughly examine the job site, Plans and Specifications, including the form contract (See Part III, Page 2) for the work contemplated, and it will be assumed that the Bidder has investigated and is satisfied as to the requirements of the Plans and Specifications, including the contract. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the Bidder has made such examination.

CONTRACT AWARD AND EXECUTION

CONTRACT AWARD

The contract shall be awarded, if an award is made, to the lowest responsive responsible bidder as defined in Part II, Bid Clarification, of these specifications, within ninety (90) calendar days from the date bids are publicly opened, examined and declared unless a different bid validity period is specified in Part I, Bid Validity. If the award is not made within the specified period, then all of the bids submitted shall be deemed to have been rejected by the legislative body.

CONTRACT EXECUTION

A contract shall not be deemed to have been made between the Contractor and the City of Sand City until all of the following steps have been completed:

1. Award of the contract by the City Council,

2. Within fifteen (15) calendar days after written notice that a contract has been awarded to them (Notice of Award), the Contractor shall submit two (2) signed original contracts, required bonds or alternative security, evidence of insurance that conforms to the contract, and City of Sand City Business License or evidence of application for said license.

3. Upon approval of the foregoing documents, the City will execute the contract and return an original to the Contractor.

PUBLIC WORKS CONTRACT

FY 25/26 PAVEMENT MAINTENANCE AND REHABILITATION (M+R) PROJECT

THIS AGREEMENT, hereinafter referred to as the "Agreement", made and entered into this ___ day of _____ 2026, by and between the CITY OF SAND CITY, a municipal corporation, hereinafter referred to as the "City", and _____ hereinafter referred to as the "Contractor";

WITNESSETH:

WHEREAS, the Council of the City has awarded a contract to the Contractor for performing the work hereinafter described in accordance with the City's Plans Specifications and Contractor's sealed proposal;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **SCOPE OF WORK.** Contractor shall furnish all labor, materials, equipment, and transportation necessary to perform the FY 25/26 Pavement Maintenance and Rehabilitation (M+R) Project ("the Work"), as more particularly described in the Notice to Contractors, Bid Schedule, and Special Provisions, attached hereto and incorporated herein as Exhibit A, and in accordance with the Contractor's accepted Proposal, attached hereto and incorporated herein as Exhibit B. In the event of a conflict or inconsistency between the text of the main body of this Agreement and Exhibit A or Exhibit B, the text of the main body of this Agreement shall prevail. The timing of commencement and completion of the Work is set forth in Section 3, Time of Performance, below.

2. **PAYMENT**. City shall pay Contractor an amount not to exceed: _____ ($XX) for the full and satisfactory completion of the Work in accordance with the terms and conditions of this Agreement. The calculation of payment for the Work shall be set forth as described in the Compensation Form, attached hereto and incorporated herein as Exhibit B. The amount stated above is the entire compensation payable to Contractor for the Work performed hereunder, including all labor, materials, tools and equipment furnished by Contractor.
   (A) Invoices. City shall make monthly payments, based on invoices received, for Work satisfactorily performed. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Contractor. To be deemed complete and eligible for processing, each monthly progress payment invoice must include and be accompanied by the following required documentation: (1) current certified payroll reports and statements of compliance through the invoice date; (2) daily reports containing detailed task listings for all personnel, equipment, and subcontractors; (3) certified quantity calculations supporting all pay items requested; and (4) conditional lien waivers for the current payment and unconditional lien waivers for previous payments pursuant to Civil Code Articles 8122–8138. Failure to submit complete documentation with the monthly invoice will result in the City returning the invoice without action.
   (B) False Claims Act. Presenting a false or fraudulent claim for payment, including a change order, is a violation of the California False Claims Act and may result in treble damages and a fine of five thousand ($5,000) to ten thousand dollars ($10,000) per violation.
   (C) Retention. Pursuant to California Public Contract Code Section 7107, City shall retain five percent (5%) of the value of Work completed and materials furnished as security for Contractor's faithful performance, to be released in accordance with the retention and progress payment procedures set forth in the Special Provisions.

3. **TIME OF PERFORMANCE.** The work under this contract **shall commence within fourteen (14) calendar days from the effective date of the Notice to Proceed and shall be completed on or before the expiration of 90 calendar days** from the effective date of the Notice to Proceed.

4. **SEVERABILITY.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid,

void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

5. **GOVERNING LAW AND VENUE.** Contractor agrees that in the performance of this Agreement, it will comply with all applicable state, federal and local laws, codes and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Sand City. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Monterey or in the United States District Court for the Northern District of California.

6. **PUBLIC BIDDING.** In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. 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 by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. 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.

7. **COMPLIANCE WITH LAWS AND LABOR STANDARDS**

8.1 **General Compliance.** Contractor shall comply with all applicable local, state, and federal laws, regulations, and ordinances in the performance of this Agreement, including California Health and Safety Code Section 33422.1 and California Labor Code Section 1770 et seq.

8.2 **Prevailing Wages.** Not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification, or type of worker needed to execute the Project shall be paid to all workers, laborers, and mechanics employed in the execution of the Project by Contractor or any subcontractor. Local prevailing wage rates shall apply on all public works construction contracts exceeding twenty-five thousand dollars ($25,000) and all public works contracts for alteration, demolition, repair, or maintenance work exceeding fifteen thousand dollars ($15,000), pursuant to Sand City Municipal Code Section 12.18.060. The DIR wage determinations are on file at 1 Pendergrass Way, Sand City, CA 93955, and shall be posted at the job site by the Contractor.

8.3 **Department Of Industrial Relations (Dir) Registration Requirements.** In accordance with Labor Code Sections 1725.5, 1771.1, 1771.3, and 1771.4, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). No contractor or subcontractor may be listed on a bid proposal or engage in the performance of any public work contract unless currently registered and qualified to perform public work pursuant to Section 1725.5.

8.4 **Certified Payroll Records and Submittals**. Contractor and each subcontractor shall keep, maintain and submit certified payroll records in accordance with California Labor Code Section 1776 and all applicable Department of Industrial Relations requirements, including electronic submission requirements..

8.5 **Working Hours And Overtime Restrictions**. Eight hours labor constitutes a legal day's work. Contractor or any subcontractor shall forfeit penalties to the State for workers required or permitted to work more than 8 hours in any one calendar day or 40 hours in any one calendar week without proper overtime compensation, pursuant to Labor Code Sections 1810 through 1815.**Apprenticeship Compliance**. Contractor and all subcontractors shall comply with the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 concerning the employment and training of apprentices.

8. **Payment of Taxes; Tax Withholding.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. To be exempt from tax withholding, Contractor must provide City with a valid California Franchise Tax Board form 590 ("Form 590"). Unless Contractor provides City with a valid Form 590 or other valid, written evidence of an exemption or waiver from withholding, City may withhold California taxes from payments to Contractor as required by law. Contractor shall obtain, and maintain on file for three (3) years after the termination of this Agreement, Form 590s (or other written evidence of exemptions or waivers) from all subcontractors. Contractor accepts sole responsibility for withholding taxes from any non-California resident subcontractor and shall submit written documentation of compliance with Contractor's withholding duty to City upon request.

9. **WORKER'S COMPENSATION.** By execution of this Agreement, the Contractor certifies as follows:
"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

10. **Indemnification**

11.1 **Contractor's Performance.** Contractor shall indemnify, defend with counsel selected by the City, and hold harmless City, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from Services performed pursuant to this Agreement caused in whole or in part by any negligent or willful act or omission of Contractor, its officers, agents, employees, or anyone directly or indirectly acting on behalf of Contractor. The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the gross negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Contractor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

11.2 **Excuse for Performance.** The City and Contractor (collectively "Parties") shall be excused from performing their respective obligations hereunder and from any obligation to pay liquidated damages if they are prevented from so performing by reason of earthquakes, fires, floods, war, civil insurrection, riots, strikes, freight embargoes, pandemics, and other similar catastrophic events which are beyond the control of and not the fault of the party claiming excuse from performance hereunder, and are not reasonably foreseeable or discoverable through due diligence. Notwithstanding the foregoing, adverse market conditions or the inability to obtain financing shall not constitute an excuse from performance. The Party claiming excuse from performance shall, within five (5) calendar days after such Party has notice of such cause, give the other Party notice of the facts constituting such cause and asserting its claim to excuse under this Section. If either Party validly exercises its rights under this Section, the Parties hereby waive any claim against each other for any damages sustained thereby. The partial or complete interruption or discontinuance of Contractor's services caused by one (1) or more of the events described in this section shall not constitute a default by Contractor under this contract. Notwithstanding the foregoing, however, if Contractor is excused from performing its obligations hereunder for any of the causes listed in this section for a period of thirty (30) calendar days or more, City shall nevertheless have the right, in its sole discretion, to terminate this contract by giving ten (10) Business Days' notice to Contractor. In no event shall an excuse of performance delay cumulatively exceed one hundred and eighty (180) days.

11.3 **PERS Indemnification.** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing Services under this Agreement is determined by a court of competent jurisdiction of the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any and all employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City, and any attorneys' fees and costs incurred by the City to enforce this Section.

11.4 **No Limitation of Liability.** The indemnities set forth in this Section shall not be limited by the insurance requirements set forth in this Agreement.

11. **Compliance with All Applicable Laws.**
(A) Contractor shall comply with all applicable local, state and federal laws, regulations and ordinances in the performance of this Agreement.
(B) Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient

of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby. Contractor shall include the provisions of this section in any subcontract approved by the City.

(C) Contractor shall comply with the requirements of the Secretary of Labor and the latest amendments to: Executive Orders 11246 as amended by Executive Order 11375 , as supplemented in Department of Labor regulations (41 C.F.R. chapter 60); the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in Department of Labor regulations (29 C.F.R. part 3); Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §§ 1701 et seq.); Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000); Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. §§ 5301 et seq.); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 701 et seq.)

(D) Contractor shall comply with all applicable rules, regulations, and standards issued by the California Air Resources Board (CARB), including but not limited to regulations governing vehicular emissions, off-road diesel equipment, and portable engines. Contractor shall furnish certificates of compliance with CARB regulations for all applicable equipment utilized in the performance of the Work upon request by the City.

(E) Pursuant to California Labor Code Section 6500, Contractor shall possess a valid Construction Activity Permit for excavations or trenches that are five (5) feet or deeper into which a person is required to descend, and shall maintain such permit for the life of the contract. Furthermore, pursuant to California Labor Code Section 6705, prior to commencing excavation of any trench five (5) feet or more in depth, Contractor shall submit to the Engineer a detailed shoring and bracing plan designed by a registered civil or structural engineer at least five (5) working days prior to the commencement of excavation.

12. **AMENDMENTS.** No modification or amendment of this Agreement is effective unless made in writing and signed by both the City and Contractor.

13. **ASSIGNMENT AND SUBCONTRACTING.** Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of the City. Any substitution of subcontractors shall comply with the Subletting and Subcontracting Fair Practices Act, Public Contract Code Section 4100 et seq.

14. **Independent Contractor**. It is understood and agreed that this Agreement is not a contract of employment and does not create an employer-employee relationship between the City and Contractor. At all times, Contractor shall be an independent contractor and Contractor is not authorized to bind the City to any contracts or other obligations without the express written consent of the City.

15. **Excavations**. In accordance with Public Contracts Code Section 7104, Contractor shall promptly notify the City in writing of discovery of any material Contractor believes may be hazardous waste as defined in Section 25117 of the Health and Safety Code or of any subsurface or latent physical conditions at the site of any unusual nature differing materially from those generally inherent in the work described in Exhibit A. Upon receipt of such communication, City shall promptly investigate the conditions and if conditions do materially differ, shall issue a change order providing for additional time or payment of additional costs.

16. **Relocation of Utilities**. In the event that the completion of the services described in Exhibit A requires the removal or protection of main or trunk line public utility facilities, the City shall be responsible for removal and protection of such public utilities pursuant to Government Code Section 4215.

17. **Insurance**. Prior to beginning the Work and continuing throughout the term of this Agreement, Contractor (and any subcontractors) shall, at Contractor's (or subcontractor's) sole cost and expense, furnish the City with certificates of insurance evidencing that Contractor has obtained and maintains insurance in the following amounts:

    A. Workers' Compensation that satisfies the minimum statutory limits. Employer's Liability insurance shall be maintained with a limit of no less than ONE MILLION DOLLARS ($1,000,000) per accident for bodily injury or disease.

    B. Commercial General Liability and Property Damage Insurance in an amount not less than TWO MILLION DOLLARS ($2,000,000) combined single limit per occurrence, FIVE MILLION DOLLARS ($5,000,000) annual aggregate, for bodily injury, property damage, products, completed operations and contractual liability coverage. The policy shall also include coverage for liability arising out of the use and operation of

any City-owned or City-furnished equipment used or operated by the Contractor, its personnel, agents or subcontractors.

C. Comprehensive automobile insurance in an amount not less than ONE MILLION DOLLARS ($1,000,000) per occurrence for bodily injury and property damage including coverage for owned and non-owned vehicles.

All insurance policies shall be written on an occurrence basis and shall name the City Indemnitees as additional insureds. The certificates shall contain a statement of obligation on the part of the carrier to notify the City of any material change, cancellation, termination or non-renewal of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation, termination or non-renewal. Further, if the Contractor's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

18. **General Warranties and Guarantee**. Contractor warrants that: (A) All Work, Products and/or Services are as described in this Agreement, including any exhibits incorporated, conform to all drawings, samples, descriptions and specifications; (B) All Work, Products and/or Services delivered are new and of good merchantable quality, free from material defects of workmanship and fit for the purpose for which sold or provided; (C) Contractor has good title to all Products delivered and all Products delivered are free from liens and other encumbrances; and (D) Contractor's Work will be in strict conformity with all applicable local, state, and federal laws. For purposes of this warranty, any parts not meeting the foregoing quality shall be deemed defective.
Contractor shall guarantee the Work to be free of defects in material and workmanship for a period of one (1) year following the City's acceptance of the Work ("Contractor's Guarantee"). As part of Contractor's Guarantee, Contractor agrees to make, at Contractor's own expense, any repairs or replacements made necessary by defects in material or workmanship which become evident within the one-year guarantee period. The Contractor's Guarantee is effective regardless of whether or not a maintenance bond is required by the City for this Agreement.

19. **Licenses**. Contractor represents and warrants that Contractor possesses all licenses, permits, and qualifications legally required for the performance of the Work, including but not limited to a business license from the City and payment of any applicable business license tax. Contractor shall, at Contractor's sole cost and expense, maintain all such licenses, permits and qualifications in full force and effect throughout the term of this Agreement. Contractor shall hold, and shall maintain in good standing throughout the term of this Agreement, a Class "A" Contractor's License issued by the California Contractors State License Board.

20. **Damage to City Facilities and Site Safety**. Damage to City or public facilities or private property caused by the Contractor or by its subcontractors during performance of the Work shall be repaired and/or replaced in kind at no cost to the City. The worksite shall be kept clean and free of hazards at all times during installation. After work is completed at the site, Contractor shall clean the surrounding area to the condition prior to performance of the Work.

21. **Final Inspection and Work Acceptance.** All Work shall be subject to final inspection and acceptance or rejection by the City. Contractor shall guarantee the Work to be free of defects in material and workmanship for a period of one (1) year following the City's acceptance of the Work.

22. **MISCELLANEOUS PROVISIONS**.

23.1 Dispute Resolution. Prior to initiating litigation in a court of competent jurisdiction, both Contractor and City shall undergo alternative dispute procedures as outlined in Public Contract Code Section 20104, et seq. The Parties also expressly agree that such procedures are incorporated as though fully set forth in this Agreement.

23.2 Prevailing Party. In the event that either party to this Agreement commences any legal action or proceeding (including but not limited to arbitration) to interpret the terms of this Agreement, the prevailing party in such a proceeding shall be entitled to recover its reasonable attorney's fees associated with that legal action or proceeding.

23.3 Termination. City may terminate or suspend this Agreement at any time and without cause upon

written notification to Contractor. Upon receipt of notice of termination or suspension, Contractor shall immediately stop all work in progress under this Agreement. The City's right of termination shall be in addition to all other remedies available under law to the City.

23.4 **Successors.** This Agreement shall bind and insure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of Contractor in the same manner as if such parties had been expressly named herein. All times stated herein or in the contract documents are of the essence hereof. As used in this instrument, the singular includes the plural, and the masculine includes the feminine and the neuter. This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.

23.5 **Contract Administration.** This Agreement shall be administered by Audrey Cray ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

23.6 Notices. Any written notice to Consultant shall be sent to:

_____
_____
_____

Any written notice to City shall be sent to:
City of Sand City
Department of Public Works
1 Pendergrass Way
Sand City, CA 93955

23.7 **IRS Form W-9.** Contractor shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

23.8 **Attorneys' Fees.** If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

23.9 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

23.10 **Entire Agreement**. This Agreement represents the entire and integrated agreement between the Parties. This Agreement may be modified or amended only by a subsequent written agreement signed by both Parties.

23.11 **Non-Liability of Officials, Employees and Agents**. No officer, official, employee or agent of City shall be personally liable to Contractor in the event of any default or breach by City or for any amount which may become due to Contractor pursuant to this Agreement.

23.12 **Survival.** The obligations of this Agreement, which by their nature would continue beyond the term or expiration of this Agreement, including without limitation obligations regarding indemnification shall survive the term or expiration of this Agreement.

23.13 **Contract Bonds.** Prior to execution of this Agreement, Contractor shall furnish to City: (i) a Performance Bond in an amount equal to one hundred percent (100%) of the Contract amount, and (ii) a Payment (Labor and Materials) Bond in an amount equal to one hundred percent (100%) of the Contract amount, each in a form acceptable to City and in accordance with Public Contract Code Section 9550 et seq. Contractor may substitute securities for any bond as permitted by Public Contract Code Section 22300. Contractor shall maintain the Performance Bond in effect throughout the guarantee period described in Section 18, or substitute a bond equal to twenty percent (20%) of the total Contract amount, whichever is greater.

23.14 **Liquidated Damages.** If the Work is not completed within the time specified in Section 3, Time of Performance, as such time may be extended in writing by the City, Contractor shall pay City

liquidated damages of $4,200 for each calendar day of delay beyond the time specified, or the actual damages sustained, whichever is greater. City may deduct such liquidated damages from any amounts due or to become due to Contractor. The Parties agree that City's actual damages in the event of such delay would be impracticable or extremely difficult to ascertain, and that this liquidated damages provision represents a reasonable estimate of such damages.

23.15 **Local Hiring Requirement.** Contractor shall make good-faith efforts to comply with Sand City Municipal Code Section 12.20.030 et seq. to hire qualified individuals who are residents of the Monterey Bay Area (Monterey, Santa Cruz, and San Benito Counties) in sufficient numbers so that no less than eighty percent (80%) of Contractor's total construction work force, including subcontractor work force and measured in labor work hours, is comprised of Monterey Bay Area residents. Contractor shall require the same commitment of all subcontractors.

23. The Sand City City Council awarded this contract on _____,20XX by Resolution _____ C.S.

24. This Agreement shall consist of this Public Works Contract document and the following items, all of which are on file in the office of the City Clerk and are incorporated herein and made a part hereof by reference:

A. Plans and Specifications
B. Accepted Proposal
C. Performance Bond
D. Payment Bond (Labor and Materials)
E. Certificates of Compliance with CARB Regulations
F. Non-Collusion Declaration
G. Debarment and Suspension Certification
H. Certification(s) of Good Faith Effort to Hire Local Residents
I. Subcontractor's List
J. Acknowledgement of Addenda
K. Certification of Worker's Compensation Insurance
L. Declaration of Bidder

IN WITNESS WHEREOF, said Contractor and said City have hereunto set their hands, all on the day and year first above written.

CITY OF SAND CITY

_____

Vibeke Norgaard, City Manager Date

ATTEST:

By:_____ Date:_____

Kerry Lindstrom, City Clerk

By:_____ Date:_____

Audrey Cray, Risk Manager

APPROVED AS TO FORM

By:_____ Date:_____

Adam Lindgren, City Attorney

FY 25/26 PAVEMENT MAINTENANCE AND REHABILITATION (M+R) PROJECT

PART IV: SPECIAL PROVISIONS

GENERAL

The work, in general, consists of: the maintenance and rehabilitation of street pavement and associated infrastructure, including the demolition and/or removal of concrete curbs, gutters and sidewalks, concrete planters, concrete crosswalks, curb ramps, cross gutters and spandrels, trees and landscaping, and the construction of new concrete curbs, gutters, and sidewalks, asphalt concrete dikes, asphalt pavement rehabilitation including aggregate base, stamped asphalt concrete crosswalks, storm drain catch basins, manholes, and pipes, minor sanitary sewer improvements, utility cover adjustments, utility cover relocations, signing and striping.

PLANS AND SPECIFICATIONS

A component in one Contract part applies as if appearing in each. The parts are complementary and describe and provide for a complete work. The work embraced herein shall be done in accordance with the appropriate provisions of the Standard Specifications insofar as the same may apply, and in accordance with the specifications and plans. In case of conflict between the Standard Specifications, Standard Plans, and these Special Provisions and the Plans, the order of precedence shall be as follows:

Special Provisions shall take precedence over Plans and the Plans shall take precedence over Standard Specifications and Standard Plans. These Special Provisions shall also take precedence over conflicting portions of the "General Provisions, Part III" of these project specifications.

ADMINISTRATIVE WORKFLOW

Notwithstanding any reference to Caltrans Standard Specifications regarding dispute resolution, progress payments, or administrative submittals:

- Claims Resolution: Any claim by Contractor for a time extension, for payment of money not otherwise provided for, or for payment of a disputed amount, shall first be resolved through the mandatory claim, response, and meet-and-confer/mediation process set forth in Public Contract Code Section 9204, which applies to all such claims regardless of amount and is set forth in full in the "Resolution of Construction Claims" section below. For claims of $375,000 or less that remain unresolved after that process, subsequent proceedings shall be governed by Public Contract Code Section 20104 et seq., including referral to judicial arbitration as provided therein. Nothing in this section waives or diminishes the City's or Contractor's rights or obligations under Public Contract Code Section 9204.
- Progress Payments: Monthly progress estimates and retention withholdings shall be administered directly through the Sand City Engineer, utilizing simplified local invoicing forms rather than complex state highway data systems.

CARB – CERTIFICATES OF REPORTED COMPLIANCE (*NEW REQUIREMENT*)

The California Air Resources Board ("CARB") has approved amendments to the In-Use Off-Road Diesel-Fueled Fleet regulations ("Regulations") which impact construction contractors and subcontractors and will apply to public works projects awarded after January 1, 2024. For a project involving the use of diesel-fueled vehicles subject to these Regulations, the apparent low bidder shall obtain and submit to the City, within fourteen (14) calendar days after the Bid Opening Date, copies of valid Certificates of Reported Compliance ("CRC") for all subject vehicles (both the bidder's and its listed subcontractors') that will be used on the Project. The CRCs, or a detailed explanation of any exemption from the CRCs, must be submitted within this period so that the bidder's responsibility can be evaluated by the City prior to award. Failure to timely submit the required CRCs, or a detailed explanation of any exemption from the Regulations, may render the bidder non-responsible, in which case the City may reject the bid and proceed to evaluate the next lowest responsive, responsible bidder.

The In-Use Off-Road Diesel-Fueled Fleets regulations apply to all self-propelled off-road diesel vehicles 25 horsepower or greater and most two-engine diesel vehicles (except on-road two-engine sweepers) owned and operated in California. The Regulations cover a wide range of vehicle types ranging from small skid steer loaders

used in small landscaping jobs to bulldozers, forklifts, cranes, and excavators, and includes vehicles/fleets that are rented or leased.

All CRCs must contain a fleet identification number, which is stored on CARB's database and available through the CARB website. All CRCs are available for download starting March 1 of each year and until February 28 of the following year and are automatically updated by CARB if a Contractor is in compliance. The City is required to retain CRCs for three years after the project is complete, and the CRCs are subject to CARB review upon five calendar days' notice.

Further information regarding the Regulations and this new requirement may be found on the California Air Resources Board website at https://ww2.arb.ca.gov/our-work/programs/use-road-diesel-fueled-fleets-regulation.

CONTRACT BONDS

For Bid Bond requirements, see Part I, Bid Bond, of these Specifications.

The Contractor, at the time of signing and executing the contract, shall execute and file with the City a performance bond to the satisfaction and approval of said City, in a sum of not less than one hundred percent (100%) of the amount of the contract conditional upon the faithful performance of the contract. For additional information, see Guarantees elsewhere in these specifications.

The Contractor, at the time of signing and executing any contract in excess of twenty-five thousand dollars ($25,000), shall execute and file with the City a payment bond (public works labor and materials bond) to the satisfaction and approval of said City, in a sum of one hundred percent (100%) of the amount of the contract in accordance with Civil Code §9550 et seq.

All bonds must be signed by principal(s) of the Contractor. All required signatures on the bond must be notarized. The surety's Attorney-in-Fact must sign all copies of the bonds, impress or affix the corporate seal on each copy, and provide one current copy of the Power of Attorney for the Attorney-in-fact.

The surety shall be an admitted carrier in California with a valid surety license and possess a minimum rating from A. M. Best Company of A-VII. The Surety and /or co-sureties must be listed as an acceptable surety on federal bonds by the United States Department of the Treasury, subject to the maximum amount shown in the listing. If co-sureties are used, their bonds shall be on a joint and several basis.

Please refer to the separate bond forms on PlanetBids.

Notwithstanding the above, the Contractor may substitute adequate securities for any bond called for under the provisions of these Specifications as set forth in Public Contracts Code Section 22300. Alternate security substitutions shall be submitted to the City no later than ten (10) days after written notice that a contract has been awarded to the contractor to allow processing and escrow agreement for in lieu security.

The Contractor shall submit the contract with their signature affixed thereto, required bonds or alternate security and evidence of insurance that conforms to the contract within fifteen (15) calendar days after written notice that a contract has been awarded to them.

The Contractor shall maintain the performance bond in full force and effect during the guarantee period for the purpose of insuring that said repairs or replacements will be made, or may, at the Contractor's option, replace said performance bond for a similar bond in the amount of twenty percent (20%) of the total contract amount, including adjustments, or the original performance bond, whichever is greater.

TIME LIMITS

Within fifteen (15) calendar days after written notice that a contract has been awarded (Notice of Award), the Contractor shall submit two (2) signed original contracts, required bonds or alternative security, evidence of insurance that conforms to the contract, and City of Sand City Business License or evidence of application for said license.

The Contractor shall diligently prosecute the contract to completion on or before the expiration of **90 calendar days** from the effective date of the Notice to Proceed.

LICENSES AND PERMITS

Prior to the execution of any contractual agreements, the successful Bidder shall obtain a City of Sand City Business License, and all applicable permits for construction.

City permits shall be issued at no charge.

Contractor shall be required to obtain and hold an appropriate Permit (such as an Encroachment Permit) from the Engineering Department and/or a Building Permit from the Building Department. Contractor shall provide a copy of the completed permit(s) to the Engineering Department no later than three (3) days prior to the start of construction. The permit application fee(s) shall be waived. Where applicable, the City shall submit permit applications.

SITE INSPECTION

It shall be the Contractor's responsibility to inspect the site and become thoroughly familiar with all aspects of the work to be done.

The submission of a bid shall be conclusive evidence that the Bidder has investigated the site and is thoroughly satisfied as to the conditions to be encountered, as to the character, quality, and scope of the work to be performed; the quantity of materials to be furnished; and as to all the requirements of these specifications.

It shall be the Contractor's responsibility to be aware of surface and subsurface drainage conditions that may exist at the site. The Contractor is further responsible for work necessary to rectify any resulting drainage problems; labor, materials, equipment, and incidentals necessary to achieve the solution shall be borne by the Contractor.

SUBMITTALS

The review of submittals and approval thereof by the City does not relieve the Contractor from compliance with the requirements and intentions of the plans and specifications to which the submittals pertain.

Submittal Format:

1. Contractor shall submit individually bound copies of all submittals and revised submittals to the City's construction manager. A minimum of two (2) copies shall be submitted unless otherwise directed. Submittal submission may be done in pdf form via email.

2. All submittals shall have a cover sheet containing the following:

    a. Submittal date, submittal number and submittal revision number (as applicable),
    b. City project name,

3. Each submittal item shall clearly identify the specification section(s) and paragraph(s) for with the submittal item pertains to.

4. Contractor is not guaranteed a specific review time period. If Contractor requires a quick submittal turnaround of specific submittal items, Contractor must indicate which submittal items require a quick turnaround by attaching a memo to the submittal indicating such and the requested turnaround period. The City shall make every effort to meet the requested review period.

5. Contractor shall place orders for all materials or equipment in time to prevent any delays to the construction schedule or project completion. If any materials or equipment are not ordered in a timely fashion, any additional charges made by equipment manufacturers and/or suppliers to complete the manufacturer and/or delivery in time to meet the construction schedule or project completion, together with any special handling charges shall be borne by the Contractor.

Submittal Content and Product Data:

1. Contractor shall review and accept submittals prior to submission.

2. Submittals shall contain all required information such as shop drawings, product data, etc.

3. Each submittal item shall be identified by manufacturer, brand name, trade name, model number, size, rating and additional information as is necessary to properly identify and verify the materials and equipment. The phrase “as specified” is not considered sufficient.

4. Where possible, submittal information shall be limited to the specific item being submitted. In the event multiple materials or equipment are described in one submittal, Contractor shall clearly identify the pertinent information being submitted on.

5. Accessories, controls, finish, etc. not required to be submitted or identified with the submittal shall be furnished and installed as specified.

CONSTRUCTION SURVEYS

The City shall provide construction staking and survey control for this project. The City's Surveyor, who performed the original base survey, will furnish all construction stakes and marks necessary to establish the lines and grades required for the completion of the work as shown on the plans and specifications. The Contractor shall give at least seventy-two (72) hours' written notice to the Construction Manager when staking is required and shall have at least a half days’ worth of work per visit. The City’s surveyor or the City shall provide the Contractor with request forms and additional information.

The City Surveyor shall also be responsible for identifying, referencing, protecting, perpetuating, resetting, and/or replacing existing survey monuments that may be disturbed or destroyed by construction activities, including preparation and filing of any required Corner Records or Records of Survey. The Contractor shall notify the City Surveyor immediately upon discovering any monument that may be affected by construction operations and shall not disturb any survey monument without prior coordination.

All distances and measurements are given and will be made in a horizontal plane. Grades will be given from the top of stakes or nails, unless otherwise noted.

Finished surfaces in all cases shall conform to the lines, grades, cross-sections and dimensions shown on the approved plans and specifications. Deviations from the approved plans and specifications must be approved by the Engineer and authorized in writing.

Staking will include one set of stakes or marks at about twenty-five feet on center (25' O/C) which shall be used for excavation, filling, and alignment of improvements.

The Contractor shall preserve all stakes and points set for lines, grades, or measurement of the work in their proper places until authorized to remove them by the Engineer. All expenses incurred in replacing stakes that have been removed without proper authority, or damaged due to the Contractor's operations, shall be paid by the Contractor.

The City shall be given the opportunity to check forms for line and grade prior to any concrete being placed.

Should the Contractor request staking beyond that described above, or re-staking due to the Contractor's failure to preserve stakes, such additional staking shall be performed by the City's Surveyor at the Contractor's expense, and the cost shall be deducted from monies due the Contractor.

PROTECTION OF PRIVATE PROPERTY

Private property grounds and facilities, if damaged or removed because of the Contractor's operations, shall be restored or replaced to same or better than the original condition and located in the same position and alignment as is reasonably possible. Contractor shall comply with the applicable portions of Section 5-1.36, “Property and Facility Preservation”, Section 7-1.05, “Indemnification”, and Section 7-1.06, “Insurance” of the Standard Specifications.

CONSTRUCTION QUALITY CONTROL

Definitions

Quality Management (QM) - All control and assurance activities instituted to achieve the product quality established by the contract requirements.

Contractor Quality Control (CQC) - The construction contractor's system to manage, control, and document contractor's, suppliers', and subcontractor's activities to comply with contract requirements.

Contractor Responsibility

General: The Contractor shall establish and maintain an effective quality control system in compliance with the Plans and Specifications. The quality control system shall consist of plans, procedures, and organization necessary to provide materials, equipment, workmanship, fabrication, construction, and operations which comply with contract requirements. The system shall cover construction operations both onsite and offsite, and shall be keyed to the proposed construction sequence.

The Quality Control Plan

Quality Control Plans and Procedures.

The Contractor will be required to prepare a Quality Control Plan. This plan shall include, as a minimum, the following:

1. A description of the quality control procedures, including a chart showing lines of authority and acknowledgement that the Contractor shall implement the control system for all aspects of the work specified and shall report to the project manager or someone higher in the Contractor's organization.

2. The name, qualifications, duties, responsibilities, and authorities of each person assigned a QC function.

3. A copy of the letter to the Engineer signed by an authorized official of the firm which describes the responsibilities and delegates the authority to implement the QC plan shall be furnished.

4. Procedure for scheduling and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents.

5. Control testing procedures for each specific case. Note that in the case of federally-funded projects, QA/QC testing must be performed by the city by a Caltrans-certified lab.

6. Reporting procedures including proposed reporting formats.

QC Plan Implementation

1. Preconstruction Conference. During the pre-construction conference, a mutual understanding of the CQC system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's management with the Engineer's inspection. Minutes of the conference shall be prepared by City staff, and be signed by both the Contractor and the Engineer. The minutes shall become a part of the contract file. There may also be occasions when subsequent conferences will be called to reconfirm mutual understandings.

2. General. After issuance of the Notice to Proceed, and prior to the start of construction, the Contractor shall furnish, for acceptance by the Engineer, the Contractor Quality Control (CQC) Plan with which he proposes to implement the requirements of Contract Clause entitled "Construction Quality Control". The plan shall identify personnel, procedures, instructions, records, and forms to be used. If the Contractor fails to submit

an acceptable QC plan within the time herein prescribed, the Engineer may refuse to allow construction to start if an acceptable interim plan is not furnished.

3. Control of Materials, Tests, and Inspections. As listed below, and noted elsewhere in the specifications but not limited to the following items, the Quality Control Plan will include the dates for the Contractor to furnish certificates for product, or product test compliance, shop drawings or catalog cuts and requests for inspection or review.

   a. Tests and Inspections:

      Sub-grade compaction
      Aggregate placement and compaction
      Forms Placement
      Trench backfill and bedding
      Reinforcing bar placement
      Fill Material (if applicable)
      Pipe placement
      Lateral Connections
      High Strength Fasteners and Bolts
      Epoxy

   b. Materials and Materials Certification:

      Aggregate Base
      Hot Mix Asphalt/Asphalt Concrete
      Concrete
      Catch Basin and Manhole Casting
      Reinforcing Bar
      Pipe Material
      Trench backfill material
      Lumber
      RC pipe
      Slurry backfill

   c. Daily Reports

      The Contractor shall provide copies of daily reports which describe the work performed, weather conditions, personnel and equipment on site, and quality control activities performed.

      The Contractor will not be paid for work prior to Engineer reviewing and accepting daily reports for the period of time payment is requested.

4. Acceptance of Plan. Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Engineer reserves the right to require the Contractor to make changes in the CQC plan and operations as necessary to obtain the quality specified.

5. Notification of Changes. After acceptance of the QC plan, the Contractor shall notify the Engineer in writing of any proposed change. Proposed changes are subject to acceptance by the Engineer.

6. Testing and Certification. The Contractor shall pay for all tests and inspections as required by the Plans and Specifications. The Contractor shall furnish certification of materials being used, upon request of the Engineer, without additional charge.

GUARANTEE

Materials and labor guarantees shall be per Part III of these specifications. All warranty shall be to the satisfaction of the City. Final payment will not be released without submission of warrantees. Any materials installed in Army Buildings (with City of Sand City approval) shall issue warranty (if exists) to the United States Army prior to formal acceptance of work, and deliver to the City of Sand City, Engineering Department.

REGULATIONS

The Contractor and all subcontractors shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the work, safety and hiring/employment practices. Nothing in the Plans and Specifications shall be construed to permit work not conforming to the regulations and codes set forth herein which include, but are not limited to the following:

1. Americans with Disabilities Act (ADA) accessibility and employment standards. In the event of conflicting federal and state standards, the standard that provides greater access will take precedence.
2. Sand City Municipal Code, as amended,
3. California Building Code, latest edition as adopted by the City of Sand City,
4. California Electrical Code, latest edition as adopted by the City of Sand City,
5. California Mechanical Code, latest edition as adopted by the City of Sand City,
6. California Plumbing Code, latest edition as adopted by the City of Sand City,
7. California Green Building Standards Code, latest edition as adopted by the City of Sand City,
8. California Historic Building Code, latest edition as adopted by the City of Sand City,
9. California Occupational Safety and Health Administrative Code, latest edition,
10. California Government Code Section 4216, Protection of Underground Infrastructure,
11. National Fire Protection Associations NFPA 1 Fire Code, latest edition,
12. The California Labor Code,
13. Federal Water Pollution Control Act (Clean Water Act), and,
14. Porter-Cologne Water Quality Control Act (California Water Code Section 13000 et seq.).
15. Title 13, California Code of Regulations, Sections 2449, 2449.1, and 2449.2.

PUBLIC SAFETY AND PROTECTION OF THE WORK

The Contractor shall furnish, erect and maintain such fences, barricades, guards, lights and other devices as are necessary to prevent accidents and avoid damage to the construction work or injury to the public. No separate payment shall be made for such work. If in the opinion of the Engineer, adequate barricades or warning devices are not maintained by the Contractor, the City may furnish and erect same and charge the Contractor therefore. Attention is directed to Sections 7-l.03 "Public Convenience" and 7-l.04, "Public Safety", of the Standard Specifications published by the State of California Department of Transportation.

PRE-CONSTRUCTION CONFERENCE

Prior to the beginning of any work on this project, a pre-construction conference shall be held at the City Hall, 1 Pendergrass Way, Sand City, CA. The date and time of this conference shall be established by the Contractor contacting that office at 831-394-3054 not less than forty-eight (48) hours in advance of the meeting date and time.

An itemized list of materials and equipment the Contractor proposes to use on the project shall be submitted to the City prior to or during the preconstruction conference.

A preliminary project timeline shall be submitted to the City prior to or during the preconstruction conference.

LIQUIDATED DAMAGES

Unless stated otherwise in the Specifications, it is agreed by the parties to the contract that in case all the work called for under the contract is not completed before or upon the expiration or the time limit as set forth in these specifications, damage will be sustained by the City of Sand City and that it is and will be difficult or impossible to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City of Sand City the sum of four thousand two hundred dollars **($4,200)** per day for each and every day's delay beyond the time prescribed to complete the work or the actual damages ascertained, whichever will be greater; and the Contractor agrees to pay such liquidated damages as herein provided; and in case the same are not paid, agrees that the City of Sand City may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

It is further agreed that, in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City shall have the right to extend the time for completion of the contract or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge to the Contractor, their heirs, assigns or sureties, and to deduct from the final payment of the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence and other overhead expenses during the period of such extension, except that the cost of final measurements and preparation of final estimate shall not be included in such charges.

NOTICES

All notices which the City or the Contractor may be required, or may desire, to serve on the other, shall be effective only if delivered by personal delivery or by postage prepaid, First Class Certified Return Receipt Requested United States Mail, addressed to the City or the Contractor at their respective address set forth in the Declaration of Bidder, or such other address(es) as either the City or the Contractor may designate from time to time by written notice to the other in conformity with the provisions hereof. In the event of personal delivery, such notices shall be deemed effective upon delivery, provided that such personal delivery requires a signed receipt by the recipient acknowledging delivery of the same. In the event of mailed notices, such notice shall be deemed effective on the third working day after deposit in the mail.

CONSTRUCTION PROCEDURE

An outline of the proposed construction procedure shall be submitted by the Contractor to the Engineer for review and shall obtain their approval before beginning work. The Engineer will be especially interested in:

1. Minimizing any interruption to use of driveways (no more than 4-hour interruption). Any interruption more than 4 hours shall be prearranged with the Engineer. Residence occupant shall be notified with a written notice a minimum of five (5) business days in advance.

2. Adjacent property owners shall be notified with a written notice a minimum of three (3) business days in advance of any construction impacts.

3. Minimizing any interruption to building operations and parking lots. Contractor shall notify the Engineer a minimum of one week in advance of any interruptions to building operations and parking lots.

4. Minimizing any hazard to the general public.

5. Proper handling of hazardous materials.

6. All work will occur between 7 am and 7 pm unless otherwise approved in writing.

7. Contractor shall notify the Engineer a minimum of twenty-four (24) hours in advance of concrete placement for checking and acceptance of forms by the Engineer prior to concrete placement. Mitigation of concrete placement done without acceptance of forms by the Engineer prior to concrete placement shall be the sole responsibility of the Contractor. The costs of such mitigation shall be borne by the Contractor.

Traffic control requirements cited elsewhere in these Specifications must be considered in the construction procedure submitted to the Engineer.

TRAFFIC CONTROL

Pursuant to the authority contained in the California Vehicle Code, Section 591, the City has determined that within those areas that are within the limits of the project and are open to traffic, the Contractor shall comply with all the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. In accordance with the statement in Vehicle Code Section 591, this section shall not relieve the Contractor or any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of the Contractor's equipment and the protection of the public from injury and damage from the Contractor's equipment.

Traffic control shall conform to the provisions of Section 12, "Temporary Traffic Control" of the Standard Specifications and the most current version of the California Manual on Uniform Traffic Control Devices (CA MUTCD) as adopted by Caltrans.

A Traffic Control Plan (TCP) shall be submitted to the Engineer for approval at least 10 workings days prior to scheduled construction and must be applicable to existing site conditions. When site specific TCPs are used the plan must be to scale and include a scale, north arrow, and street names. If plans are developed by a licensed engineer, the plans shall be stamped, signed, and dated by the professional civil or traffic engineer in accordance with the California Professional Engineers Act. When typical applications from Chapter 6H of the MUTCD are used the Engineer may approve their use with or without additional conditions. The Engineer has 10 days to respond and must approve the traffic control plan before work can begin. The City is not responsible for any delays resulting from rejected TCPs that do not meet the requirements of the MUTCD and these Specifications.

Contractor shall notify all emergency services, affected residences, affected businesses, and the Engineering Department (831) 394-3054 a minimum of five (5) business days in advance as to proposed closures and alternate routes available.

The following shall be incorporated into the Traffic Control Plan:

1. Two (2) travel lanes shall be open during non-working hours.

2. At least one (1) travel lane shall remain open during working hours. Flag persons or other appropriate traffic control devices as approved by the Engineer shall be used during periods of one-way travel.

3. Access to driveways shall be left open unless work is actually being performed in areas fronting the driveway. All driveways shall be accessible during non-working hours. See Construction Procedure elsewhere in these specifications.

4. No trench shall be left open during non-working hours.

5. Parking restrictions will be acceptable when and where needed. (All require prior approval of the Engineer).

The following requirements apply to Traffic Control Plans:

1. All Traffic Control Plans shall follow the CA MUTCD Chapter 6. Examples may be found at:

https://dot.ca.gov/-/media/dot-media/programs/safety-programs/documents/ca-mutcd/rev-5/camutcd2014-rev5-a11y.pdf

2. The contractor shall submit a TCP using legible lettering. Show location and dimensions of the work zone, lanes, tapers, parking and any staging areas.

3. Label streets and proposed traffic control area. Show all nearby streets with street names to assure proper orientation.

4. Show all affected sidewalks, crosswalks, bike lanes, driveways and intersections in the construction work zone including areas affected by taper transition.

5. If a sidewalk, crosswalk or path is obstructed or partially obstructed, contractor must then submit an ADA compliant pedestrian traffic control plan in accordance with the CA MUTCD chapter 6D and the Public Rights-of-Way Accessibility Guidelines (PROWAG). Please refer to: https://dot.ca.gov/-/media/dot-media/programs/safety-programs/documents/ca-mutcd/rev-5/camutcd2014-part6-rev5.pdf

6. Label all taper lengths and widths, delineator spacing and sign spacing. Indicate location of construction signs, barricades and delineators.

7. Show all parking restriction zones and signs, as appropriate. Temporary "NO PARKING" signs shall be posted seventy-two (72) hours prior to commencing work.

8. Indicate on the TCP the duration of the construction work, including dates and times.

9. Indicate on the TCP the Contractor's name, address and telephone number. Include the Contractor's during and after hours Representative's contact information (name, telephone number).

10. It is the Contractor's responsibility to assure that all Traffic Control Plans (TCP) and traffic control devices are in compliance with the current version of the CA MUTCD as adopted by Caltrans.

Traffic Control Plans shall contain the following notes:

1. Minimum width of temporary traffic lanes is ten (10) feet clear (from delineator or cone base, not center). Minimum width at truck routes is eleven (11) feet clear.

2. The City Traffic Engineer or their representative has the authority to make any field changes to assure public safety.

3. All traffic control devices shall be removed from view when not in use. Signs shall not be facing traffic when not in use.

4. Spacing of channelizing devices shall not exceed twenty-five (25) feet.

5. Any road closure also requires notification be provided to the City of Sand City Fire Department and Police Department. Notifications may be made at the non-emergency telephone number, 831.646.3914.

6. All temporary traffic delineation (delineators and cones) used shall be a minimum of thirty-six (36) inches tall. Retroreflective bands are required for night time traffic control.

7. Any work that disturbs normal traffic signal operations shall be coordinated with the Streets Division and Traffic Signal Maintenance Contractor.

8. The Contractor is responsible for restoring the road back to satisfactory condition including, but not limited to, paving, striping, markings, signs and traffic signal loop detectors within five (5) calendar days of completion of work at affected intersections or road segments.

9. Any work that created an undue safety risk or creates severe congestion may be shut down by the City Traffic Engineer, their representative, Field Inspector or Police Department personnel.

The Contractor is to notify residences and/or businesses **a minimum of three (3) business days** in advance of closing access to any driveways or providing any detours or changes in on-street parking. Notifications shall be in writing.

Contractor shall provide all labor and facilities required for safe and expeditious handling of traffic during the course of construction. Contractor shall provide all flaggers, signs, delineators, and barricades required for traffic control and shall modify or remove same at appropriate times. The Engineer shall be the sole judge as to the adequacy of the Contractor's traffic control measures. If such measures are found to be inadequate by the Engineer, the City may furnish and install same and charge the Contractor therefor.

The Contractor shall, at their own expense, construct and maintain in good condition, such detours, detour bridges and temporary crossings for use by the public as deemed necessary or expedient by the Engineer for the proper execution of the work.

The Contractor shall designate a representative who can be reached immediately (24 hours per day) in the event of traffic control device failures.

CONSTRUCTION PROJECT SIGNS

The Contractor shall post temporary Sand City Capital Improvement Project signs, one at each end of the blocks or at entrances to project sites, in a manner approved by the Engineer. Sign panels shall be provided by the City and mounted on stakes. Sign panels and posts, if provided by the City, shall be returned to the City in good condition.

REMOVAL OF OBSTRUCTIONS

The Contractor shall remove and dispose of all structures, debris or other obstructions of any character to the construction called for in the plans, specifications, and as required by the Engineer.

If archeological items or hazardous wastes are discovered during construction operations, the Contractor shall cease operations in those areas and the Contractor shall immediately notify the Engineer.

The Contractor shall remove and dispose of all trees designated for removal as shown on the plans, designated by the specifications and as required by the Engineer for the proper completion of the work. See Tree Protection Requirements elsewhere in these specifications.

UNDERGROUND UTILITIES

Contractor shall locate all underground obstructions and utilities, (electric, gas, water lines, etc.). Prior to any trenching operation, Contractor shall pothole underground obstructions and utilities that appear to be in conflict with the new construction. The Plans show the approximate location of underground facilities in the project area as they have been provided to the City. Repair of damage to any utility line shown on the Plans with reasonable accuracy shall be made at the Contractor's expense. However, the City shall fairly compensate the Contractor for costs of locating and repairing damage not due to failure of the Contractor to exercise reasonable care, and removing or relocating such facilities not indicated or in a location different from that indicated on the Plans and Specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the City or utility company to provide for removal or relocation of such utility facilities. Contractor shall notify all utility companies of trenching operations forty-eight (48) hours in advance to enable the utility companies to take any action they deem appropriate.

UTILITY COMPANY COORDINATION

Contractor shall coordinate construction activities with the utility companies as required and shall adjust the construction schedule to accommodate utility relocation as necessary.

CONTRACT PLANS AND SPECIFICATIONS

The Contractor will be supplied with five sets of plans and specifications at no expense. One of these sets of plans is to be used for the purpose of recording record (as-built) conditions. Additional sets will be furnished on request at the cost of reproduction. The work shall conform to the contract plans and specifications, all of which form a part of the contract documents and are available in the office of the City Engineer, City Hall, Sand City, California.

DUST CONTROL

The Contractor shall minimize dust generation from the jobsite and shall spray the site with water or dust palliative as required, in accordance with Section 14-9, “Air Quality”, of the Standard Specifications.

CONNECTION TO EXISTING UTILITIES

The City shall permit the Contractor to use available existing utilities at the City’s expense, excluding telephone; however, if the Contractor chooses to make use of said utilities, Contractor shall assume full responsibility for any changes made by Contractor related thereto, and for any consequences caused thereby. Upon completion of the work, Contractor shall remove any modifications to existing utilities made by Contractor, and shall restore existing utilities to conditions existing at time of award.

SANITARY FACILITIES

Contractor may provide their own portable sanitary facilities on-site, for the duration of the work. Coordinate location(s) with the Engineer. Existing City-owned sanitary facilities may be used.

INSPECTION OF WORK

It is the responsibility of the contractor to call for all required inspections within the required time lines. The City of Sand City reserves the right to perform random inspections at any time.

The Engineer shall at all times have access to the work during construction, and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship and character of materials used and employed in the work.

Whenever the work provided and contemplated by the contract shall have been satisfactorily completed and the final cleanup performed, the Engineer will make the final inspection.

RECORD DRAWINGS

A set of marked-up prints, clear, legible, and made with standard drafting tools and indicating all changes, added work, and deviations from the design and reflecting the record (As-Built) condition of the work must be received before the work is considered complete. Existing utilities exposed during construction are to be located, including invert or top elevation, and shown on the Record (As-Built) drawings.

The Record (As-Built) Drawings shall be submitted for the Engineer's acceptance with each progress payment. Final Record (As-Built) Drawings shall be submitted for the Engineer's acceptance before final payment and Notice of Completion on this contract will be made. The final pay application will not be considered complete until accurate Record (As-Built) Drawings have been submitted by the contractor and accepted by the City.

The Contractor shall prepare final as-built drawings of the project based on actual conditions after construction. As-built drawings shall be prepared in AutoCAD with any changes clearly delineated within the file. The City will provide the AutoCAD drawings for the plan set and reference files for the contractor’s use. AutoCAD and PDF files shall be submitted electronically to the City for record.

ENVIRONMENTAL/POLLUTION PREVENTION REQUIREMENTS

Contractor shall comply with all air pollution and environmental control rules, regulations, ordinances and statutes that apply to the project and any work performed pursuant to the contract. Additionally, Sand City Municipal Code Chapter 13.05 Stormwater Management Section 13.05.060 Prohibition of Illegal Discharges, states,

"*No person shall discharge or cause to be discharged into the municipal storm drain system or water courses any materials, including, but not limited to, pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than stormwater.*"

Regardless of project size, the Contractor shall submit a site-specific Erosion and Sediment Control Plan or Storm Water Pollution Prevention Plan for City review and approval prior to start of work. The Contractor shall effectively implement and properly maintain storm water best management practices (BMPs) during construction to prevent discharges of pollutants, and including trash, to local drainages and waterways. Contractor shall comply with all water quality regulations in Sand City Municipal Code Chapter 13.05 Stormwater Management, and City Phase II Storm Water Permit requirements as prescribed by the State Water Resources Control Board (SWRCB) and Central Coast Regional Water Quality Control Board (RWQCB) regulations for the prevention of construction site discharges of pollutants, illicit discharges, and enforcement of prohibited and illicit discharges. The contractor shall employ at all times storm water runoff controls and BMPs at the site, including but not limited to erosion prevention, sediment controls, site stabilization, good housekeeping practices, proper materials storage, handling, and waste management, and similar pollution prevention measures to prevent dumping or illegal discharges during construction into the street and/or storm drain system. Storm water management and control practices shall result in the following outcomes on all construction sites, regardless of size:

- Protection of storm drain inlets and adjacent waterways must be implemented at all times to prevent illicit discharges of sediment, construction debris and fluids, and waste of any kind;

- No release of hazardous substances, such as oils, paints, thinners, fuels, and other chemicals; if such a spill occurs that may threaten local water quality, contractor must call 911 immediately and notify City Public Works staff;

- Minimization of site disturbance shall be kept to that portion necessary for construction only, and perimeter controls shall be implemented at all times during all weather conditions;

- Soil stabilization of graded areas shall be in place at all times where construction activities have temporarily and/or permanently ceased;

- No deposit of mud, soil, sediment, concrete washout, trash, dewatering, or other similar construction-related material or waste shall occur on or into public rights of way, private streets, or into the City's storm water system and related natural resources, either by direct deposit, dropping, discharge, erosion, or tracking by construction vehicles. Any such discharge shall be cleaned-up promptly if an immediate threat to water quality exists, or if not immediate, at the end of the current work shift or workday in which the deposit occurred, whichever comes first;

- No runoff from graded areas or stockpile areas shall contain sediments and/or pollutants. Stockpiles shall be adequately and securely covered to avoid contact with rainfall and wind to prevent soil and stockpile movement by water and/or wind;

- Runoff containing sediments shall be captured in secondary containment structures and either treated to remove sediments prior to discharge or infiltrated in the soil on-site;

- No exposure of graded areas and stockpile areas to storm water run-on shall occur. Run-on shall be controlled by diversion structures such as dikes, secondary containment, or stockpile covers; and,

- All hard-surfaced areas are to be swept regularly and free of dirt and construction debris such that the surface of the pavement is clearly visible at all locations, and construction entrance/exist(s) shall be adequately stabilized to prevent tracking of soil/sediment from reaching streets/paved surfaces and drainage pathways.

Best management practices (BMPs) are required to be illustrated in construction Plans and employed on all construction sites as applicable to the construction activity and shall provide for, and not be limited to: inlet protections, perimeter protections, erosion prevention and soil control measures, soil stabilization measures, spill prevention and discharge control measures; solid waste containment; concrete waste management; proper vehicle and equipment cleaning, fueling, and maintenance; and proper materials management and storage. Detailed procedures to accomplish these protections can be found through the California Storm Water Quality Association's *Construction BMP Handbook Portal*, U.S. EPA *Construction BMP Database and Factsheets*, *Caltrans Storm Water Quality Manuals and Handbooks*, and the *Erosion and Sediment Control Field Manual* by San Francisco Bay Regional Water Quality Control Board. Referenced documents are available for viewing at the City of Sand City, City Hall.

Activities to be performed by Contractor include, but are not limited to:

- Development and submittal of an Erosion and Sediment Control Plan or Storm Water Pollution Prevention Plan for City review and approval prior to construction start.

- At all times, Contractor shall implement and maintain the temporary and permanent vegetation (if any), erosion and sediment control measures, and other protective BMP measures in good and effective operating condition by performing routine inspections to determine condition and effectiveness of BMPs, restoration needs for destroyed vegetative cover, and by repair of erosion, sediment, and other protective measures.

- Contractor shall inspect the following areas at least once every seven (7) calendar days, unless otherwise necessary based on current weather conditions or as directed by City inspector, and always within 24 hours prior to and after any predicted storm:

    - Inlet protections and perimeter controls;
    - Vehicle entry and exist locations;
    - Vehicle parking and storage areas;
    - Disturbed areas of the construction site,
    - Areas that have not been finally stabilized,
    - Areas used for storage of materials that are exposed to wind or precipitation,
    - Equipment and staging areas that are exposed to wind or precipitation; and,
    - All waste storage and handling devices and areas.

    Where sites have been finally stabilized, such inspection shall be conducted at least once every month.

- Areas noted above shall be inspected for proper BMP implementation and necessary BMP maintenance, as well as evidence of, or the potential for:

    - Erosion, or
    - Sediments entering waterways or the drainage system, or
    - Pollutants entering waterways or the drainage system.

    Erosion and sediment control measures shall be observed and maintained to ensure that they are operating correctly. Discharge locations or points shall be inspected regularly to ascertain whether erosion control measures are effective in preventing sedimentation and subsequent degradation of receiving water quality in violation of receiving water quality standards. Vehicle entry and exist locations shall be inspected for evidence of offsite sediment and pollutant tracking and need for cleanup and improved BMP protection measures

- Deficiencies observed during inspections shall be noted and rectified before the end of the workday.

Additionally, the Contractor shall comply with the State Water Resources Control Board's Construction General Permit (CGP), as applicable to the project. Projects subject to the CGP include those that disturb one or more acres of soil, are less than one acre and are part of a common plan of development or sale, or applicable Linear Underground/Overhead Projects, and are required to obtain coverage under the State's CGP for Discharges of Storm Water associated with Construction Activity Construction General Permit Order 2009-0009-DWQ, and subsequent amendments thereto. Construction activities subject to this permit include clearing, grading, and disturbances to the ground such as stockpiling, or excavation, but do not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. Application for CGP coverage is made by the Contractor through a Notice of Intent (NOI) to the SWRCB and involves much interaction with the applicable RWQCB as CGP regulator. The Contractor shall develop and supply the City with NOI and associated Storm Water Pollution Prevention Plan (SWPPP) for review and records purposes.

CGP coverage requires the development and implementation of a SWPPP. The SWPPP contents are mandated by the SWRCB and are subject to change, and typically contain site map(s) which shows the construction site perimeter, existing and proposed buildings, lots, roadways, storm water collection and discharge points, general topography both before and after construction, and drainage patterns across the project. The SWPPP must illustrate the placement of BMPs for the construction project and list pollution prevention BMPs the discharger will use to protect storm water runoff. Additionally, applicable SWPPPs must contain a visual monitoring program and a chemical monitoring program for "non-visible" pollutants to be implemented. All SWPPPs must be developed by a Qualified SWPPP Developer (QSD) and implemented by a Qualified SWPPP Practitioner (QSP), and supplied to the City for review and comment. Additional CGP information on can be found at the State Water Resources Control Board CGP website:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml

Construction site storm water management and control measures shall be implemented year-round regardless of "season". All construction site BMPs shall be implemented at the appropriate level for the construction activity at hand and in a proactive manner during all seasons while construction is ongoing.

In addition to inspections performed by the City, the City's Environmental Compliance Division representative may perform periodic site monitoring visits to ensure the contractor complies with the requirements specified herein. The City shall provide copies of the completed site monitoring reports to the Contractor. In the event work is found non-compliant, a follow up site monitoring visit will be conducted to ensure non-compliant items have been corrected to the satisfaction of the City. If non-compliant items are not properly addressed prior to the follow up site monitoring visit, the costs associated with additional follow up site monitoring visits shall be deducted from the Contractor's final payment.

TREE PROTECTION REQUIREMENTS

The following guidelines are established pursuant to Chapter 16.12 of the Sand City Municipal Code, which states:

The City Council of the City of Sand City finds that the trees located within the City limits are a valuable aesthetic resource. Removal of significant trees could reduce scenic beauty and the attractiveness of the area to residents, business owners and visitors.

1. The Tree Protection Guidelines shall apply to all "significant trees" in the City of Sand City, defined as any tree which is equal to or greater than 10 inches DBH.

2. These standards do not apply to unprotected trees or trees previously approved for removal as shown in the plan set.

3. All cut, fill, and/or building foundations shall be located a minimum of 4.0 times the diameter of the tree away from the outside edge of the trunk of all trees scheduled for preservation. However, the minimum distance permitted shall be 6' - 0", away from the outside edge of the trunk for all trees of a trunk diameter less than

2' - 0". The diameter of a tree shall be measured at four feet six inches (4' - 6") above the surrounding grade [Diameter at Standard Height (DSH)].

4. All significant trees shall be marked with a spot of paint, or flagging and temporarily fenced during construction. The marking serves to notify City inspectors and workers that the tree is to be fenced at all times during construction. Fencing and marking shall be installed prior to the issuance of building or grading permits and shall be located at the edge of the root zone. The root zone is determined to be that area located out a distance 15 times the trunk diameter in all directions. At no time shall the fencing be located closer than 3' - 0" from the outside edge of the trunk or further than 3' - 0" away from the approved building wall line, foundation, retaining wall, or grade cut, whichever provides the greater distance from the tree trunk. Tree Protection Fencing (TPF) shall consist of six (6) feet tall plastic snow fencing and shall be rigidly supported and maintained during all phases of construction. Fenced areas shall not be used for material stockpile, storage, vehicle parking, or dumping of materials, chemicals, or garbage. Fenced areas shall be maintained in a natural condition and not compacted. Removal of fencing shall only be approved by the City Planner.

5. All approved construction work within the root zone of trees scheduled for preservation shall observe the following minimum tree protection practices:

   a. Hand trenching at point or line of grade cuts closest to the trunk to expose major roots 2" in diameter or larger. In cases where rock or unusually dense soil prevents hand trenching, mechanical equipment may be approved by the City Planner, provided that work is closely supervised to prevent tearing or other damage to major roots.

   b. Exposed major roots shall be cut with a saw to form a smooth surface and avoid tears or jagged edges.

   c. Absorbent tarp or heavy cloth fabric shall be placed over new grade cuts where roots are exposed and secured by stakes. 2" to 4" of compost or woodchip mulch shall be spread over the tarp to prevent soil moisture loss. The tarp should be thoroughly wetted at least twice per week to ensure constant moisture levels until backfilling occurs. In very dry climate conditions, additional watering may be required to maintain a constant moisture level. This program of watering shall be maintained through all phases of construction including delays and other periods of inactivity.

6. All Tree Protection devices must be in place prior to the start of construction. Please contact the City Planner 831-394-3054 for inspection to confirm Tree Protection or with any general tree preservation questions.

7. Chapter 16.12, Significant Tree Protection, is available at https://ecode360.com/42879785.

CLEANUP

All work sites shall be kept as clear of equipment, material and waste material as is practicable at all times. The City of Sand City and/or government Representative shall make the determination that this requirement is being complied with.

If the City is required to provide cleanup of the work sites due to failure of the Contractor to so provide, or in case of emergency, the City shall charge the Contractor the actual cost of labor and materials and may deduct said costs from any monies due and owing the Contractor.

Upon completion and before making application for acceptance of the work, the Contractor shall clean the street and/or other areas of work, and all ground occupied by the Contractor in connection with the work, of all rubbish, excess materials, temporary structures, and equipment, and all parts of the work shall be left in a neat and presentable condition.

CONTROL OF WORK

CONTRACT COMPONENTS

These specifications, the plans and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all; they are intended to be cooperative, to describe, and to provide for a complete job.

Shop drawings required by the plans, specifications or the Engineer shall be furnished by the Contractor and approved by the Engineer before any work relating to the shop drawings is performed unless approval is waived in writing by the Engineer.

It is mutually agreed that shop drawing approval by the Engineer does not relieve the Contractor of any responsibility for accuracy of dimensions and details, and that the Contractor shall be responsible for agreement and conformity of the shop drawings with the approved plans, specifications and site conditions.

Submittal review and approval by the Engineer does not relieve the Contractor from compliance with the requirements and intentions of the plans and specifications.

All authorized alterations affecting the requirements and information given on the approved plans and specifications shall be in writing. No changes shall be made on any plan, specification or drawing after the same has been approved by the Engineer, except by direction of the Engineer.

In the event of discrepancy, written dimensions shall take precedence over scaled dimensions.

ENGINEER'S AUTHORITY

The Engineer shall respond to any and all inquiries as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all inquiries as to the interpretation of the plans and specifications; all inquiries as to the acceptable fulfillment of the contract on the part of the Contractor; and all inquiries as to claims and compensation. The Engineer's response shall be final and the Engineer shall have executive authority to enforce and make effective such responses.

Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in the plans and specifications, the Contractor shall submit a written Request for Information (RFI) to the Engineer. Responses to RFI's shall be in writing and deemed part of the contract documents. Contractor shall comply with response explanation or interpretation so far as may be consistent with the intent of the plans, specifications and amendments thereto.

In the event of doubt or question relative to the true meaning of the plans and specifications, reference shall be made to the City Manager, or their designee, whose decision thereon shall be final.

ASSIGNMENT

The contract may be assigned only upon the written consent of the City Council.

SUBCONTRACTING

Any Proposed substitution of subcontractors must comply with the requirements of the Subletting and Subcontracting Fair Practices Act, California Public Contract Code §4100, et seq.

The Contractor shall give their personal attention to the fulfillment of the contract and shall keep the work under their control.

Subcontractors will not be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, and their work shall be subject to the provisions of the contract, plans and specifications.

Where a portion of the work sublet by the Contractor is not being prosecuted in a manner satisfactory to the Engineer, the subcontractor shall be removed immediately on the requisition of the Engineer and shall not again be employed on the work.

REPRESENTATIVE

The Contractor shall assign a representative per Section 5-1.16, Representative, of the Standard Specifications and submit contact information (name, telephone number) to the City of Sand City Engineering Department. If the after-hours representative is different than the on-site representative, provide contact information for both.

The Contractor shall be constantly on the work during its progress or shall be represented by a foreman who is competent to receive and carry out instructions which may be given by the proper authorities, and the Contractor shall be held liable for the faithful observance of any lawful instructions of the Engineer not in conflict with the contract, and which may be delivered to the Contractor, contractor's superintendent, foreman, or other representatives on the work. If the Contractor believes the Engineer's instructions are in conflict with the contract, the Contractor shall immediately bring it to the attention of the Engineer in writing.

The Contractor shall provide and maintain an office in the City of Sand City near the site of the work and shall allot such space to the Engineer or their representative as is required for proper keeping of records and plans of work, if required by the plans or specifications.

EQUIPMENT

While certain sections of these specifications may provide that equipment of a particular size and type is to be used to perform portions of the work, it is to be understood that the development and use of new or improved equipment is to be encouraged.

The Contractor may request, in writing, permission from the Engineer to use equipment of a different size or type in place of the equipment specified.

The Engineer, before considering or granting such request, may require the Contractor to furnish, at Contractor's expense, evidence satisfactory to the Engineer that the equipment proposed for use by the Contractor is capable of producing work equal to, or better than, that which can be produced by the equipment specified.

PROPERTY AND FACILITY PRESERVATION

Attention is directed to Section 5-1.36, Property and Facility Preservation, Section 7-1.05, Indemnification and Section 7-1.06, Insurance, of the Standard Specifications. Due care shall be exercised to avoid injury to existing street improvements or facilities, utility facilities, adjacent property, roadside trees and shrubbery that are not to be removed.

The Contractor shall be held responsible for any damages to existing streets, highways, roads, driveways, sidewalks, curbs, gutters, utilities, other public facilities or private property caused by Contractor's operations. Where the work calls for cutting into or disturbing existing materials, the Contractor shall patch or repair the existing area to a neat, finished product. This shall include touch up or repair of the existing which was disturbed, and repair to the same structural capacity as the existing facility or better.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in protecting or repairing property, shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed.

CONTRACTOR'S RESPONSIBILITY FOR WORK

All work which is defective in its construction or deficient in any of the requirements of the plans and specifications shall be remedied or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction.

The inspection of the work shall not relieve the Contractor of any of their obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the

fact that such defective work and unsuitable materials have been previously overlooked or approved by the Engineer and accepted or estimated for payment.

All work done beyond the lines and grades shown on plans or established by the Engineer, or any extra work done without written authority, will be considered as unauthorized and will not be paid for.

Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this article, the Engineer shall have authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed. The cost of removing, replacing, or repairing said defective or unauthorized work may be deducted from any monies due and owing the Contractor but said right of set-off shall be an alternative and not the sole remedy of the City.

Until the formal acceptance of the work by the City (as constituted by the filing of the Notice of Completion), the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by the acts of the federal government or the public enemy.

Should the City elect to occupy a project before acceptance, the City will issue a Notice of Substantial Completion designating those portions of the work that will be occupied or utilized. Contractor shall be relieved from maintenance and from the responsibility of injury and damage to this work. However, any guarantees will not begin until acceptance of the entire project, and the Contractor shall retain responsibility for making good defective work or materials.

EMPLOYEES

All workmanship shall be fully up to the highest standard of modern construction and practice. The employment of labor shall comply with the prevailing local labor conditions and the Contractor shall employ only competent, careful, orderly persons upon the work. If at any time it shall appear to the Engineer that any person employed upon the work is incompetent, careless, reckless, or disorderly, or disobeys or evades orders and instructions, such person shall be immediately discharged and not again employed upon the work.

CONTROL OF MATERIALS

GENERAL

The Contractor shall furnish without charge such samples of materials and tests of materials as are required by the plans, specifications or the Engineer. No material shall be used until it has been approved by the Engineer.

All tests of materials ordered by the Engineer and made by the Contractor shall be made in accordance with commonly recognized standards of national organizations, and such special methods of tests as are prescribed in the plans and specifications.

All materials not conforming to the requirements of the plans and specifications shall be considered defective, and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the work unless otherwise permitted by the Engineer. No rejected materials, the defects of which have been subsequently corrected, shall be used until approved in writing by the Engineer.

Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this article, the Engineer shall have authority to remove and replace defective material. The cost of removing, replacing or repairing said defective or unauthorized material may be deducted from any monies due and owing the Contractor but said right of set-off shall be an alternative and not the sole remedy of the City.

For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or the name of a manufacturer and their catalog information. The use of an alternative article or material which is of equal quality and of the required characteristics for the

purpose intended will be permitted, provided that the burden of proof as to the quality and suitability of alternatives shall be upon the Contractor who shall furnish, at the contractor's expense, all information necessary as required by the Engineer. The Engineer shall be the sole judge as to the quality and suitability of alternative articles or materials and that decision shall be final.

MATERIAL SOURCE

At the option of the Engineer, the source of supply of each of the materials shall be approved by the Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work, for testing or examination by the Engineer.

QUALITY

Except as otherwise provided, sampling and testing of all materials, and the laboratory methods and testing equipment required under the plans and specifications shall be in accordance with the latest requirements of the State of California, Department of Transportation, Office of Materials Engineering and Testing Services. Sampling and testing of materials not covered by Caltrans specifications and not otherwise provided for, shall be in accordance with the latest Test Methods and Standards of the American Society for Testing and Materials (ASTM).

GUARANTEE

All materials supplied and all work done under this contract shall be guaranteed by the Contractor for a period of one (1) year from the date of formal acceptance by the City of Sand City. Upon receipt of notice from the Engineer of failure of any part of the guaranteed materials during the guarantee period, the affected parts shall be replaced promptly and at the expense of the Contractor.

The Contractor shall maintain the performance bond (See Part IV, Contract Bonds) in full force and effect during the guarantee period for the purpose of insuring that said repairs or replacements will be made, or may, at the Contractor's option, replace said performance bond for a similar bond in the amount of twenty percent (20%) of the total contract amount including adjustments or the original performance bond, whichever is greater.

APPRENTICES

The Contractor and subcontractors shall comply with the provisions in Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, the Contractor and each subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of Work on the contract. Responsibility for compliance with this section lies with the Contractor. It is State and City policy to encourage the employment and training of apprentices on public works contracts as may be permitted under local apprenticeship standards.

WORKING HOURS

Eight hours labor constitutes a legal day's Work. The Contractor or any subcontractor under the Contractor shall forfeit, as a penalty to the State of California, twenty five dollars ($25) or such other amount as may be amended by the Department of Industrial Relations from time to time for each worker employed in the execution of the contract by the respective Contractor or subcontractor for each calendar day during which that worker is required or permitted to Work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the requirements of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that Work performed by employees of Contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay, as provided in Section 1815 thereof.

OCCUPATIONAL SAFETY AND HEALTH STANDARDS

The Contractor shall conform to all local, state and federal rules and regulations pertaining to safety. Furnished equipment, material and services shall comply with all OSHA Standards and regulations and all applicable

governmental laws and orders. The Contractor shall post an OSHA poster in a conspicuous location as required by law.

EXCAVATION SAFETY

Per California Labor Code Section 6500, Contractor shall possess a valid Construction Activity Permit for construction of trenches or excavations which are five (5) feet or deeper and into which a person is required to descend. When trenches or excavations five (5) feet or deeper are anticipated as part of the contract, Contractor shall possess a valid permit at the time of bidding and for the life of the contract. Contractor shall furnish copies of valid permits to the City of Sand City Engineering Department. When required in Part I, Notice to Contractors, Contractor must provide evidence of a current T1 Annual Trench/ Excavation Permit at the time of bidding.

Contractor shall comply with California Labor Code Section 6705 which provides that prior to the commencement of excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit to the Engineer a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer.

Plans must be submitted to the Engineer at least five (5) working days prior to the commencement of excavation. If said plans are not submitted five (5) days prior to the commencement of said excavation, the City shall not be liable to Contractor for any delay in work caused by delinquent submission of said plans.

Trenching of more than four (4) feet below the surface shall require the Contractor to promptly notify the Engineer if unknown hazardous wastes, subsurface or latent physical site conditions different from those indicated or unusual site conditions are encountered, and inform the City as to its duty to investigate those conditions. The Contractor may file for a change order for any conditions different from those indicated.

PUBLIC CONVENIENCE AND PUBLIC SAFETY

Attention is directed to Section 7-1.03, Public Convenience, and Section 7-1.04, Public Safety, of the Standard Specifications for the provisions relating to the Contractor's responsibility for providing for the convenience and safety of the public in connection with their operations. Standard Specifications are on file in the office of the City Engineer.

Contractor is to notify the Engineer of the start date and construction schedule at least nine (9) calendar days prior to the planned start of construction unless otherwise noted in Part IV.

Unless otherwise provided by the City Engineer, or the Special Provisions the Contractor’s construction activities shall be limited to working days as defined by the State Standard Specifications. Daily work time shall be between the hours of 8:30 a.m. and 4:30 p.m. on all City streets, and other public right of way. Should the City Engineer or Special Provisions allow for working hours other than listed above, construction work and related activities shall desist between the hours of 9:00 p.m. and the following 7:00 a.m. and, all Saturdays, Sundays, and legal Holidays. Time limitations are established to minimize traffic interference and nuisance to the adjacent development and to the traveling public. In the event construction activities continue outside of working hours where overtime pay to City of Sand City personnel has been incurred, the Contractor shall reimburse the overtime costs to the City of Sand City.

The Contractor shall conduct their operations as to cause the least possible inconvenience to public traffic. The Contractor shall provide traffic control devices or personnel where necessary in conformance with traffic safety standards. The Contractor shall provide sufficient warning signs or devices to give adequate notice to the public of dangerous or changed conditions existing during construction.

The City Engineer shall determine the adequacy of said devices and, in cases of dispute, their determination shall be final.

If the City is required to provide traffic direction, personnel, signs or devices, due either to failure of the Contractor to so provide or in case of emergency, the City shall charge Contractor the actual cost of labor and materials

and may deduct said costs from any monies due and owing the Contractor.

WORKER'S COMPENSATION

Pursuant to the requirements in Section 1860 of the Labor Code, the Contractor will be required to secure the payment of workers' compensation to the Contractor's employees in conformance with the requirements in Section 3700 of the Labor Code.

PATENTS

If any material, composition, process, method of construction or any other thing called for or required by the plans and specifications or used in the work is covered by letter patent, all royalties and expenses thereof, all litigation thereupon, or anything whatsoever which may develop as a cost from the use of such materials, composition, process, method, or any other thing which is covered by letter patent, shall be borne by the Contractor.

RIGHT OF PROPERTY

Nothing in the contract shall be construed as vesting the Contractor with any right of property in the materials furnished and used in the work herein provided for after they have been attached to the work and have become an integral portion of the work herein provided. All such materials shall, upon their becoming an integral part of the work herein provided, be, and remain, the property of the City of Sand City.

INCREASED FORCE

In case of emergency involving danger to life or property, continuous work with increased force may be required by the Engineer.

LIABILITIES

Right of general supervision by the City shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons or to public or private property arising from the Contractor's execution of the work shall not be lessened because of such general supervision.

PROSECUTION AND PROGRESS

GENERAL

If at any time in the opinion of the Engineer, the Contractor has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing shall be served upon the Contractor. Should the Contractor neglect or refuse to provide means for a satisfactory compliance with the contract, as directed by the Engineer, within the time specified in such notice, the Engineer in any such case shall have the power to suspend the operation of the contract. Upon receiving notice of such suspension, the Contractor shall discontinue said work, or such parts of it as the City may designate.

Upon such suspension, the Contractor's control shall terminate, and thereupon the Engineer or duly authorized representative may take possession of all or any part of the Contractor's materials, tools, equipment, and appliances upon the premises, and use the same for the purpose of completing said contract, and hire such force and buy or rent such additional machinery and appliances, tools, and equipment and buy or rent such additional materials and supplies at the Contractor's expense as may be necessary for the proper construction of the work and for the completion thereof; or may employ other parties to carry the contract to completion, employ the necessary workers, substitute other machinery or materials and purchase the materials contracted for in such manner as the City may deem proper; or the City may annul and cancel the contract and re-let the work or any part thereof.

Any excess of cost arising therefrom over and above the contract price will be charged against the Contractor and their sureties, who will be liable therefor. In the event of such suspension, all money due the Contractor or retained under the terms of this contract shall be forfeited to the City, but such forfeiture will not release the Contractor or their sureties from liability for failure to fulfill the contract. The Contractor and their sureties will be credited with the amount of money so forfeited toward any excess of cost over and above the contract price, arising from the suspension of the operations of the contract and the completion of the work by the City as above provided, and

the Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid.

In the determination of the question whether there has been any such noncompliance with the contract as to warrant the suspension or annulment thereof, the decision of the City Manager shall be binding on all parties to the contract.

SUSPENSIONS AND DELAYS

Suspensions of work and delays shall be in accordance with Section 8-1.06, Suspensions, and Section 8-1.07, Delays, of the Standard Specifications.

The Engineer shall have the authority to suspend the work wholly or in part, for such period as the Engineer may deem necessary due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as the Engineer may deem necessary due to the failure on the part of the Contractor to carry out Engineer's orders given or to perform any provisions of the work. The Contractor shall immediately obey such order of the Engineer and shall not resume work until ordered in writing by the Engineer.

Any act of, or any omission of anything required to be done by the City, its officers, agents or employees which shall cause the Contractor delay in the completion of the work shall be a ground for extension of time on the part of the Contractor to complete the work but shall not grant the Contractor any monetary damages for such delay.

RIGHTS OF WAY

Rights-of-way or easements for work to be constructed will be provided by the City. The Contractor shall make their own arrangements and pay all expenses for additional area required outside of the limits of rights-of-way or easements unless otherwise especially provided. In the event of delay on the part of the City, its officers, agents or employees in obtaining any such rights-of-way or easements for the work to be constructed, then the Contractor shall have time for the completion of their contract for the period or periods caused by such delay or delays but shall have no damages against the local agency, its officers, agents or employees.

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PART V: TECHNICAL SPECIFICATIONS

1. 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 and coordinate such location with the City.

Contractor shall document all design changes and prepare red lined plans representing the finished field conditions.

Daily, 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.

2. TRAFFIC CONTROL SYSTEM

Implement Traffic Control System shall conform to the "Manual on Uniform Traffic Control Devices, California edition, part 6, Temporary Traffic Control."

The Traffic Control Plans shall be prepared by a licensed Civil Engineer (Signed and Stamped) and submitted to the City prior to the scheduled Pre-Construction Meeting. Traffic Control Plans will require approval from the City prior to the start of construction.

Traffic and pedestrian control shall consist of furnishing and installation of traffic and pedestrian signing (pedestrian signing in English and Spanish), delineators, fencing, barricades, temporary base rock or plywood walkways, temporary driveways and flaggers as necessary to maintain safe passage.

Walkways shall be open to pedestrian traffic at all times. Contractor shall provide and install temporary fencing, signing and ramping to provide safe pedestrian traffic through the project site and shall maintain safe access to all properties at all times.

Temporary pedestrian facilities must comply with the California MUTCD, Part 6, Chapter 6D, "Pedestrian and Worker Safety," and Caltrans Standard Specifications Section 16-2.02, "Temporary Pedestrian Facilities."

It is the responsibility of the Contractor to provide traffic control flaggers. The City does not share costs. The contractor is responsible for the full cost of flagging.

The roadway shall be open to emergency vehicles at all times. Contractor shall provide vehicular access to all residences and businesses at all times except when concrete, asphalt or grading work is actively in progress in the immediate area adjacent to driveway(s). Contractor shall provide vehicular access to all residences and businesses at all times during non-working

hours. When work is not actively in progress barriers shall be placed to prevent vehicles or pedestrians from entering work area.

The Contractor shall comply with all applicable State, County and City requirements for closure of streets. At least 48 hours in advance of closing any street, alley, or other public thoroughfare, the Contractor shall notify the Police and Fire Departments, and shall comply with their requirements.

The contractor shall notify all businesses and property tenants at least 48 hours prior to closure of driveways. If closure is to be on Monday, notifications shall be given by Thursday. If closure is to be on Tuesday, notifications shall be given by Friday. Non-working days (Saturday, Sunday, and scheduled holidays) are not included in the 48 hours.

The provisions of this section will not relieve the Contractor from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions of Section 7-1.04, "Public Safety," of the Standard Specifications.

Implement Traffic Control System shall consist of closing traffic lanes in accordance with the provisions of Section 12, “Temporary Traffic Control,” of the Standard Specifications, the provisions under “Maintaining Traffic” elsewhere in these special provisions, and this section of these special provisions.

If any component in the traffic control system is damaged, 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.

Temporary pavement delineation shall be furnished, placed, maintained and removed in accordance with the provisions in Section 12-3.01, “General,” of the Standard Specifications and these special provisions. Nothing in these special provisions shall be construed as to reduce the minimum standards specified in the California Manual on Uniform Traffic Control Devices or as relieving the Contractor from his responsibility as provided in Section 7-1.04, “Public Safety,” of the Standard Specifications.

Whenever the work causes obliteration of pavement delineation, temporary or permanent pavement delineation shall be in place prior to opening the traveled way to public traffic. Lane line or centerline pavement delineation shall be provided at all times for traveled ways open to public traffic.

All work necessary, including any required lines or marks, to establish the alignment of temporary pavement delineation shall be performed by the Contractor. Surfaces to receive temporary pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.

Temporary pavement markers and removable traffic type tape which conflicts with a new traffic pattern or which is applied to the final layer of surfacing or existing pavement to remain in place shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

Whenever lane lines and centerlines are obliterated, the minimum land line and centerline delineation to be provided shall be temporary reflective raised pavement markers placed at longitudinal intervals of not more than 24 feet. The temporary reflective raised pavement markers shall be the same color as the landline or centerline the markers replace.

Temporary reflective raised pavement markers shall be placed in accordance with the manufacturer’s instructions and shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place pavement markers in areas where removal of the markers will be required.

Temporary lane line or centerline delineation consisting entirely of temporary reflective raised pavement markers placed on longitudinal intervals of not more than 24 feet, shall be used on lanes opened to public traffic for a maximum of 14 days. Prior to the end of the 14 days the permanent pavement delineation shall be placed. If the permanent pavement delineation is not placed within the 14 days, the contractor shall provide, at his expense, additional temporary pavement delineation. The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent pavement delineation for the area, as determined by the Engineer.

Temporary delineation shall be removed in its entirety prior to application of the polymer modified slurry.

When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way, shoulder and auxiliary lanes.

Upon completion of the work requiring lane closure, all components of the traffic control system shall be removed from the site of the work and shall become the property of the Contractor.

Lane closures shall be as indicated on the plans. No work that interferes with public traffic shall be done outside these hours except for work required under Section 7-1.03 “Public Convenience,” and Section 7-1.04 “Public Safety,” of the Standard Specifications.

When work is not actively in progress the full width of the traveled way shall be open for public traffic.

Improvements at intersection Highway 1-Off Ramp and California Avenue will require Caltrans Encroachment Permit for Traffic Control. Contractor must submit Caltrans Encroachment Permit application to Caltrans for approval.

The Contractor shall submit two (2) final signed copies of all Contractor obtained permits to the Engineer prior to beginning any work. Once obtained, the Contractor shall be responsible for complying with all permit conditions.

3. WATER POLLUTION CONTROL

Water Pollution Prevention Plan & Reporting shall conform to the provisions of Section 13-3 “Stormwater Pollution Prevention Plan” of the Caltrans Standard Specifications and the requirements of the California State Water Resources Control Board.

Work in this section shall include preparing a water pollution prevention plan, developing and implementing the plan, providing a WPC manager, conducting WPC training, and monitoring, inspection, reporting, and correcting WPC practices. The Water Pollution Prevention Plan shall include project specific layout of each item intended to prevent erosion and movement of silt and pollution. The layout shall include placement of a perimeter fence around staging area to limit access to and from the work area.

Weekly reports shall be submitted to engineer. All reports that are required and/or recommended by the Water Pollution Control Plan shall be submitted to the City prior to issuing the Notice of Completion. All reporting is included in the bid item cost of Prepare Water Pollution Prevention Plan.

4. CRITICAL PATH METHOD (CPM) SCHEDULE

Refer to Section 8-1.02C (1) of the Standard Specifications for preparing and maintaining a critical path method schedule. The schedule must be submitted for approval during the pre-construction meeting.

Where road improvements are near a school, it is the Contractors' responsibility to perform all construction during times that school is not in session. Contractor shall verify school calendars with Sand City and plan accordingly in the CPM schedule.

5. EXCAVATION SAFETY

General
Attention is directed to Section 7-1.02K(6)(b), "Excavation Safety," of the Standard Specifications and these Special Provisions. Contractor shall comply with Labor Code § 6705 while excavating. For an excavation 5 feet or more in depth, submit shop drawings for a protective system.

Construction
Temporary support shoring, temporary bracing, and protective covers if required, shall be designed and constructed in conformance with the provisions in Section 15-4.01C(2)(b), "Protective Covers," and Section 48 "Temporary Structures," of the Standard Specifications.

Temporary construction excavations and structures should conform to the regulations of the State of California, Department of Industrial relations, Division of Industrial Safety or other stricter governing regulations. The stability of temporary cut slopes, such as those constructed during the installation of the walls shall be the responsibility of the Contractor.

If the Contractor elects to use temporary shoring, the Contractor shall submit a temporary shoring plan to the Owner prior to commencing the work. The design submittal shall be prepared by a Civil Engineer registered in the State of California and shall address all aspects of the design, installation, and removal of the shoring system.

6. 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) only within City Right of Way 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.

7. HOT MIX ASPHALT

General

This work includes producing and placing hot mix asphalt (HMA) Type A for Overlay Conditions, Full Depth HMA Conditions, AC Dikes, AC Conforms, and new pavement sections. The contractor shall place hot mix asphalt (HMA) Type A with the thickness shown on the plans.

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. Lifts thicker than 2" shall be 3/4" gradation. Cold Mix shall not be used except for temporary paving operations.

Below is a list of Hot Mix Asphalt **(HMA) Type A** required for the project site.

Base Bid:

- Holly Street between Ortiz Avenue and California Avenue
  - Full Depth HMA (7-inches in Depth)
- Holly Street between Redwood Avenue and California Avenue
  - AC Dike Conform "Case C-1" per 2025 Caltrans Standard Plan A87B as identified in the project plans.
- Contra Costa Street between Redwood Avenue and West End Near Bay Street
  - HMA Overlay (2-inches in Depth), Wedge Grind, and Localized Base Repairs
- City Hall Parking Lot
  - Full Depth HMA (3-inches in Depth)

Additive Alternate 1:

- California Avenue between Highway 1 Off-Ramp and 150' south of Edgewater Center North Driveway Entrance
    - Crack Seal, Localized Base Repairs, Micro slurry (Type II)

Additive Alternate 2:

- Playa Avenue between California Avenue and Metz Road
    - 6-inch Mill and Inlay

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 City'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 City reserves the right to obtain said samples at the point of delivery and/or at the point of manufacture. The City 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 strike off assembly capable of distributing the material to not less than eight (8) feet. Screed action shall include any cutting, crowding or other practical action which is effective on the mixture without tearing, shoving, or gouging, and which produces a surface texture of uniform appearance. The screed shall be adjustable to the required section and thickness. The paver shall be provided with a full width roller or tamper or other suitable compacting devices. Pavers that leave ridges, indentations or other marks in the surface shall not be used unless the ridges, indentations or other marks are eliminated by rolling or prevented by adjustment in operations.

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.

8. MIRCROSLURRY TYPE II

General:

Microslurry Type II shall comply with Section **37-3.03 "Micro-Surfacing"** of the Caltrans Standard Specifications.

Microslurry Type II 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.

9. 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 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 foamed FDR. 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:

Test	Specification Limit
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 140o F(60□ C)(ASTM D5329)	3 mm max.
Brookfield Viscosity 400o 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	400o F(204o C)
Recommended Pour Temperature	380o F(193o 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 band aid effect with the sealant. After the sealant has cooled, there should be a slight depression of not more than 1/8th-inch below the adjacent pavement. Bulging as a result of overfilling of cracks must be corrected.

10. CLASS 2 AGGREGATE BASE MATERIAL

General
The work covered by this section shall consist of furnishing, spreading and compacting aggregate base required during utility operations, pavement works, and concrete works, in accordance with the provisions of Standard Specifications Section 26, "Aggregate Bases", and as specified herein.

Compaction and Tolerance
95% minimum relative compaction as shown on the Plans and as determined by State of California compaction test No. 216G. The finished surface of the base course shall meet the grade and cross section of the existing pavement. Grading tolerance shall be 0.02' or less.

Testing
The City may contract with and pay for initial compaction tests for Quality Assurance. Contractor shall pay the cost for retesting and re-inspections of failed work until such work is accepted. Quality control inspecting and testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

11. WEDGE GRIND AND CONFORM GRIND

Cold planing in accordance with Section 39-3.04 of the Standard Specifications shall be used for pavement wedge removal and conform grinding at pavement transitions. Planing machine shall have cutter head at least 4 feet wide. On streets designated for overlay, contractor shall have a wedge of pavement removed to facilitate placement of overlay by wedge grinding the full length of the pavement adjacent to lip of existing gutters, and conform grinding at cross streets and at other locations shown on plans or as designated by the Engineer. Cold planing at edge of pavement shall be to depth noted on plans, below existing lip of gutter or adjacent asphalt concrete pavement.

Final cut shall result in uniform surface. Outside lines of planed area shall be neat and uniform.

If utility castings are encountered within wedge grind or conform grind area, said castings shall be protected by performing wedge removal using hand tools or other approved method and shall be adjust to finished grade as shown on plans and in conformance with these special provisions.

Wedge Grind shall be 8 feet maximum at HMA overlay conditions. Refer to project plans for locations of Wedge Grind for pavement improvements.

12. LOCALIZED BASE FAILURE REPAIRS (DIGOUTS)

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 Type A.

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.

Refer to construction details in the project plans for proposed base repair depths.

For bidding purposes, Localized Base Failure Repair (Digouts) shall be performed at a maximum depth of 4 inches along Contra Costa Street and a maximum depth of 6 inches along California Avenue.. Localized Base Repair areas to be marked out in the field by the engineer prior to start of construction.

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 City 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 and/or as directed by the Construction Manager. 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 shall be recorded at the County Records prior to work disturbance. Any that are damaged, destroyed or disturbed due to contractor’s activity shall be restored in place at the contractor’s 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.

13. TACK COAT

General:

This work includes producing and placing tack coat prior to placing hot mix asphalt.

Materials:

The tack coat shall be emulsified asphalt of grades RS1, RS2, SS1, or SS1h, conforming to Section 94, 'Asphaltic Emulsions', of the Standard Specifications.

EQUIPMENT

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.

14. GRIND AND OFFHAUL EXISTING ROADWAY

This work shall consist of uniform and variable depth cold planing (or "milling" or "grinding") the existing asphalt concrete pavement and removing and disposing of grinded material as shown on the project plans. "Grind and Off haul Existing Roadway" includes the grind and removal of existing pavement and aggregate base for Mill and Inlay treatments identified in the plans.

The contractor should be aware there is the possibility of encountering pavement fabric within all streets to be improved as part of this project. Contractor to Bid Accordingly.

Contractor to verify the presence of pavement fabric and/or road mesh prior to construction. Price for removal and disposal of pavement fabric and road mesh is included in the contract unit price cubic yard for this bid item.

The surface after cold milling shall be uniformly grooved or ridged unless otherwise specified in the Special Provisions. The outside lines of the milled pavement shall be neat and uniform.

The milled pavement shall be true to grade and cross section. When a straightedge is laid on the finished surface parallel to the centerline of the roadway, the surface shall not vary from the edge of the straightedge more than 3/8 inch (9.5 mm) at any point, except at intersections or at changes of grade. Any areas that are not within tolerance shall be brought to grade within 1 Working Day following initial cold milling.

Cold milling operations shall be performed without damage to the remaining pavement. Whenever cold milling is adjacent to existing Portland cement concrete curbs, gutters, PCC Bridge structures, and/or pavement, the Contractor shall protect these improvements from damage. Any Portland cement concrete curbs, gutters, PCC Bridge structures, and/or pavement damaged during cold milling operations shall be repaired as directed by the Engineer at the Contractor's expense. Any Portland cement concrete curbs, gutters, and/or pavement that is cracked or displaced shall be removed and replaced at the Contractor's expense. Replaced sections of Portland cement concrete curb, gutter or pavement shall be a minimum of 5 feet (1500 mm) in length or to the next joint.

Milling machines shall be specially designed for cold milling of asphalt concrete, Portland cement concrete, or a combination of asphalt and Portland cement concrete pavement. Milling machines shall conform to the following:

a. The cutting drum shall be a minimum 0[60 inches (1500 nun) wide and shall be equipped with carbide-tipped cutting teeth placed in a variable pattern to produce the desired finish.

b. Be self-propelled and capable of removing the pavement to the depth shown on the Plans.

c. Be equipped with a conveyor system that will immediately convey the milled material into a transport vehicle for disposal as specified in the Special Provisions.

d. Have the capability of spraying water at the cutting drum to minimize dust.

e. Be designed so that the operator can observe the milling operation, at all times, without leaving the controls.

f. Be adjustable for slope and depth.

g. Be able to deep cut, in one pass, to the maximum depth recommended by the manufacturer without producing fumes or smoke.

The Contractor shall provide smaller machines if required to cold mill areas that are inaccessible to the larger machine and to provide the surface specified in the Special Provisions.

The cold planing machine shall be specifically designed for automatically controlled profiling. The automatic controls shall provide for accurately establishing profile grades at each edge of the machine by referencing from the existing pavement or an independent grade reference, where required, or be capable of automatically maintaining a designated cross slope from a single reference.

The machine shall be self-propelled and shall have sufficient power, traction and stability to maintain an accurate depth of cut. The machine shall also be equipped with means to effectively control dust generated by the cutting operation.

Immediately following the milling process the Contractor shall have all milled material removed from the job site and disposed of. The milled section shall be cleaned of all loose material.

Power-brooming shall be supplemented by hand brooming, when necessary, until the surface is free of deleterious material. Each street shall be swept immediately after the cold planning operation has been completed. Streets shall not be washed to the extent that debris may enter the storm drain system. All streets, gutters and local depression areas of catch basins shall be kept free of dirt, rocks or other debris at all times. During cold planning operations, all catch basin inlets shall be covered with a fabric which will allow the passage of water but will not allow debris to enter storm drain.

Temporary pavement markings shall be provided on all cold planed surfaces if section will be opened to traffic. Refer to Traffic Striping section of these Specifications for pavement striping and marking.

The longitudinal surface deviation of the finished cold planed surface shall not exceed 1/4" inch in 10 feet.

Hand-operated cold plane equipment may be required in areas not accessible to self-propelled machinery.

A motorized street sweeper shall follow within 50 feet (15 m) of the cold milling machine unless otherwise approved by the Engineer.

Unless otherwise specified in the Special Provisions all material removed shall be considered the property of the Contractor and shall be disposed of by the Contractor.
Cold Planing of asphalt concrete pavement shall comply with Caltrans Standard Specifications, 2022 edition, Section 39-3.04. Per CSS Section 39-3.04C(1)2, the cold planing machine shall be equipped with automatic controls for the longitudinal grade and traverse slope of the cutter head. The machine's grade reference system or a ski device shall be used when milling.

15. MINOR CONCRETE

General

New concrete facilities including curbs, gutters, sidewalks, ramps, and cross gutters shall be constructed at the locations indicated on the plans or as directed by the Engineer. For curb ramps, allowable construction tolerances do not apply if they would result in any ADA non-conformance in the resulting finished surface grades. Concrete curbs and sidewalks shall comply with Section 73 "Concrete Curbs and Sidewalks" of the Standard Specifications.

Refer to Caltrans Standard Plan A88A,A88B, and City of Seaside Standard Plans for Minor Concrete design guidelines. Curb ramps shall have a 6-inch PCC concrete slab as shown in City of Seaside Standard Plan ST-455. Driveways shall have a 6-inch PCC concrete slab as shown in City of Seaside Standard Plan ST-510. All other concrete outside of the curb ramp and driveway footprints shall be 4-inch PCC as shown in City of Seaside Standard Plan ST-415. Cross Gutter and spandrel shall have 8-inch PCC as shown in the City of Seaside Standard Plan ST-720.

Materials

Minor Concrete for curbs, curb and gutter, sidewalks, cross gutters, and driveways 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, stairs, 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. Standard construction tolerances shall not apply to curb ramps.

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.

Four (4) Inches of Class 2 aggregate base, ¾ 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.

All construction surveying and staking will be performed by the City.

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.

Nonskid Abrasive Finish

For the stairs, nonskid abrasive finish shall be applied to the treads and landings per Section 51-1.03E(6) of the Standard Specifications.

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.

16. REMOVE CONCRETE

The Contractor shall remove and dispose of existing portland cement concrete curb, gutter, sidewalk, driveway, curb ramp, and cross gutter and spandrel, 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.

Project scope includes removal of existing concrete crosswalks along Holly Street at the intersection of Holly Street and Redwood Avenue.

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.

17. ADJUST UTILITY COVER/MANHOLES TO GRADE

The work covered by this Section shall include all work and materials needed to adjust existing utility frame, covers, and manholes to grade.

All work and materials for raising water valve boxes and valve covers to finished grade shall conform to the Provisions in Section 15 of the State Standard Specifications and the project plans. Water Valve Adjustments and Relocations shall be coordinated with California American Water Company prior to the start of construction. Final acceptance of the work shall be inspected by California American Water Company.

All work and materials for raising electrical and gas valves, covers, manholes, and vaults to finished grade shall conform to the Provisions in Section 15 of the State Standard Specifications and these Special Provisions. Relocations and Adjustments for electrical and gas structures must be coordinate with PG&E prior to the start of construction. Final acceptance of the work shall be inspected by PG&E.

All work and materials for raising utility vaults shall conform to the Provisions in Section 15 of the State Standard Specifications and these Special Provisions.

All existing manholes, valves, boxes, covers, and vaults are to be reset to the new finished grade conforming to the finish paving elevations. All items are to be inventoried and located whether shown on the Plans or not. Contractor shall wait until the finished paving is complete and then locate, cut out, and expose the existing covers to the new finished grade.

For manholes adjustments, the manhole base shall be covered during the entire operation so that no debris can fall into the sewer and storm drain system. Extreme care shall be taken to prevent spilling foreign material into the drainage or sanitary sewer system. The Engineer may require the Contractor to immediately remove manhole covers for inspection to determine if any foreign material has fallen into the manhole. The Contractor shall be required to immediately remove all foreign material from the manhole's interior.

For adjusting survey monuments, the contractor shall tie out the monument and record with the County surveyor. Once construction is complete, the monument shall be re-established.

18. CONSTRUCT STORM DRAIN MANHOLE AND CATCH BASIN

"Construct New Storm Drain Manhole" per City of Seaside Standard Plan SD-110, shall be in conformance with the Project Plans, these Specifications and Section 51 of the State Standard Specifications. A 48-inch diameter manhole shall be constructed when installing pipes up to 24-inch in diameter. A 60-inch diameter manhole shall be constructed when installing pipes greater than 24-inch. Refer to project plans for size and location of proposed storm drain manholes.

Storm Drain Catch Basins along Holly Street shall be constructed per City of Seaside Standard Plan SD-510 except for one Storm Drain Catch Basin at the intersection of Holly Street and Redwood Avenue that must be constructed per Catch Basin Type "G3" of the 2025 Caltrans Standard Plan D72B.

Proposed Manhole locations and Catch Basins locations shown on the plans reflect the intersection of the centerlines of the incoming and outgoing pipes.

Contractor must submit to the Engineer the proposed catch basin and manhole details and specifications. Proposed catch basins and manholes must meet Section 51 of the Caltrans State Standard Specifications and City Seaside Standard SD-510.

All construction surveying and staking will be performed by the City.

19. CONSTRUCT STORM DRAIN PIPES

General

"Construct storm drain pipe" shall be furnished, installed, constructed in accordance with Section 19 "Earthwork" and Section 64-2 "Plastic Pipe" of the State Standard Specifications and these Special Provisions and Plans.

Materials

All proposed storm drain pipe shall be HDPE DR-17 or approved equal.

Pipes and fittings must be homogeneous throughout and uniform in color, opacity, density, and other properties. The inside and outside surfaces must be semimatte or glossy in appearance and free of chalky, sticky,, or tacky material. The pipe walls must be free of cracks, holes, blisters, voids, foreign inclusions, or other defects affecting the pipe wall integrity or visible to the naked eye. Do not use pipes or fittings with abrasions or scratches deeper than 10 percent of the wall thickness. The joint surfaces where the gaskets bear must be smooth and free of imperfections, ridges, fractures, or cracks that could adversely affect the joint seal.

Store pipes in unit packages and protect the bell of the pipes from damage. Support unit packages with racks or dunnage to prevent damage and bending. If unit packages are stacked, do not allow the weight of the upper units to cause deformation to the pipes in the lower units. Do not store pipes adjacent to heat sources. Do not allow pipes to overhang vehicles or storage areas unsupported by more than 3 feet.

Cover pipes to provide temporary sun block protection. Provide adequate air circulation around the covered pipes to reduce excessive heat accumulation. Protect gaskets from exposure to weather, heat, ozone, oil, grease, and sunlight for any time period exceeding 48 hours. Do not store gaskets near electrical or exhaust heat sources.
The City reject pipes with cracked or split gaskets. Protect pipes and fittings from damage when handling and installing.

Corrugated Polyethylene Pipe

Type S corrugated polyethylene pipe must be manufactured from HDPE virgin compounds and comply with AASHTO 294.
HDPE compounds used in the manufacture of corrugated polyethylene pipe and fittings must comply with AASHTO M 294 except the mix must contain from 2 to 4 percent well dispersed carbon black.
The corrugated polyethylene pipe manufacturer must:

1. Participate in the National Transportation Product Evaluation Program for each plant supplying corrugated polyethylene pipe and fittings for the project.

2. Conduct and maintain a quality control program under National Transportation Product Evaluation Program.

General
This work shall consist of furnishing and installing new and modifying storm drain pipe, catch basins, infiltration chambers, and other structures where called for in the plans and these Special Provisions.

Materials
Storm drain pipe and fittings shall be HDPE (as indicated on the plans).

Dual Wall HDPE- non-perforated, dual wall, smooth interior wall with annular exterior corrugations and shall conform to the provisions of Section 64, Plastic Pipe of the Standard Specifications. Pipe shall be joined using a bell & spigot joint meeting ASTM F2648. The joint shall be soil-tight and gaskets, when applicable, shall meet the requirements of ASTM F477. Gaskets shall be installed by the pipe manufacturer and covered with a removable wrap to ensure the gasket is free from debris. A joint lubricant supplied by the manufacturer shall be used on the gasket and bell during assembly.

Marking at plant: Each pipe and fitting shall be marked at the plant. Marking shall include size or diameter and class of pipe or fittings, manufacturer's identification, and date of manufacture, plus other information required for each type of pipe.

Construction
Excavation and backfilling operations shall comply with the manufacturer's recommendations and the requirements of Section 19, "Earthwork", of the Standard Specifications. During any excavation and backfilling operations, the Contractor is specifically directed to Subsection 19-1.02, "Preservation of Property". The Contractor shall protect any items, facilities, or improvements, as necessary, in order to avoid causing damage.

Place bedding material at trench bottom, level materials in continuous layer. No pipe shall be laid until the trench subgrade and bedding have been inspected and approved. Laying of lines shall begin at the lowest point in the direction of flow. All piping, fittings, and accessories shall be assembled per manufacturer's recommendations. Pipe deflections shall be kept to a minimum, any deflection in piping shall be per manufacturer's requirements. Before lowering pipe into the trench, the pipe shall be inspected. Cracked, chipped, broken, or otherwise defective pipe will be rejected and removed from the job site. Where sewer lines are being crossed, pipelines of 20 foot lengths shall be used with the length centered to provide 10 feet of distance from the sewer line to the nearest joint.

Catch basins, manholes and other structures shall be placed as shown on the plans. Catch basin units shall be installed on a minimum 6" pad of level class II aggregate base. Wall sides to be plumb. Establish elevations and pipe inverts for inlets and outlets as indicated on plans. All

penetrations and joints shall be grouted smooth. The catch basin rim elevations shall be installed within the tolerance of +0.00' and -0.10' from the rim elevations shown on the plans. The finish grade around the catch basin inlet must slope to drain storm water into the catch basin, refer to the grading plan. No depressions resulting in the ponding of water will be permitted adjacent to the catch basin grate.

Protect catch basins, pipe, and aggregate cover from damage or displacement until backfilling operation is in progress. Take care not to damage or displace installed pipe and joints during construction of pipe supports, backfilling, testing, and other operations. Repair or replace pipe that is damaged or displaced from construction operations.

Connect new pipe to existing storm drain catch basins, manhole or other structures at the locations shown on the plans. Remove only enough material from the existing structure as necessary to accommodate the new pipe. Grout gap around pipe penetration to form a smooth and watertight seal.

Modify existing structures as called for on the plans.

For Contractor testing requirements, refer to Section 8 "Contractors Material Testing and Quality Control" of these Special Provisions.

All construction surveying and staking will be performed by the City.

20. REMOVE EXISTING STORM DRAIN PIPES, MANHOLES, AND CATCH BASINS

"Remove Existing Storm Drain Pipe, Manholes, and Catch Basins" shall be performed in accordance with Section 71 of the Caltrans Standard Specifications. Existing storm drain pipes designated for removal shall remain operational until the replacement facilities have been installed, tested (if applicable), and accepted, or as otherwise approved by the Engineer.

All removed pipe, manholes, catch basins, and associated materials shall become the property of the Contractor and shall be legally disposed of outside the public right-of-way, except that all existing manhole and catch basin frames and covers shall be carefully salvaged and delivered to the City. The remaining portions of the manholes and catch basins, including all concrete structures, shall be completely removed and disposed of by the Contractor in accordance with these Specifications, the City Standard Specifications, the Caltrans Standard Specifications, and as directed by the Engineer.

All excavations resulting from the removal of existing storm drain facilities shall be backfilled and the surface restored using the same materials and methods specified for trench backfill and pavement restoration, in accordance with the City Standard Plans, Caltrans Standard Specifications, and as approved by the Engineer.

21. SANITARY SEWER PIPE IMPROVEMENTS

General

"Construct 4-inch diameter sewer pipe (PVC SDR 26)" at City Hall as shown on the plans. Sanitary Sewer improvements shall be furnished, installed, constructed in accordance with Section 19 "Earthwork" and Section 64 "Plastic Pipe" of the State Standard Specifications, these Special Provisions and Plans.

Materials

All proposed sanitary sewer pipe shall be PVC-SDR 26 pipe.

The residue form the ignition of the PVC compounds must not exceed 30 percent as determined under ASTM D2584 except the muffle furnace temperature must be 840 ± degrees F.

Pipes and fittings must be homogeneous throughout and uniform in color, opacity, density, and other properties. The inside and outside surfaces must be semimatte or glossy in appearance and free of chalky, sticky,, or tacky material. The pipe walls must be free of cracks, holes, blisters, voids, foreign inclusions, or other defects affecting the pipe wall integrity or visible to the naked eye. Do not use pipes or fittings with abrasions or scratches deeper than 10 percent of the wall thickness. The joint surfaces where the gaskets bear must be smooths and free of imperfections, ridges, fractures, or cracks that could adversely affect the joint seal.

Store pipes in unit packages and protect the bell of the pipes from damage. Support unit packages with racks or dunnage to prevent damage and bending. If unit packages are stacked, do not allow the weight of the upper units to cause deformation to the pipes in the lower units. Do not store pipes adjacent to heat sources. Do not allow pipes to overhang vehicles or storage areas unsupported by more than 3 feet.

Cover pipes to provide temporary sun block protection. Provide adequate air circulation around the covered pipes to reduce excessive heat accumulation. Protect gaskets from exposure to weather, heat, ozone, oil, grease, and sunlight for any time period exceeding 48 hours. Do not store gaskets near electrical or exhaust heat sources.

The City reject pipes with cracked or split gaskets. Protect pipes and fittings from damage when handling and installing.

All construction surveying and staking will be performed by the City.

22. TRAFFIC SIGNS, 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.

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.

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, ºF	D 92	550 Min.
Softening Point, ºF	D 36	200 Min.
Brookfield Thermosel Viscosity, Centipoise, No. 27 Spindle, 20 RPM,400ºF	D 4402	3,000-6,000
Penetration dmm, 100g, 55 seconds, 77ºF	D 5	10 - 20
Filler Cement, percent by weight (Insoluble in1,1,1 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 425ºF. nor less than 375ºF.

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

23. ONE WAY STREET CONVERSION

DESCRIPTION

This work shall consist of furnishing all labor, materials, equipment, and incidentals necessary to convert an existing two-way roadway into a one-way roadway at Holly Street between Ortiz Avenue and Redwood Avenue, including the installation of all required regulatory signs, pavement markings, removal of conflicting traffic control devices, and any other work necessary to establish safe one-way traffic operations in accordance with the Plans, these Specifications, and the latest California Manual on Uniform Traffic Control Devices (CA MUTCD).

The Contractor shall prepare and submit a complete One-Way Regulatory Signing and Pavement Marking Plan to the Engineer and City for review and approval prior to the start of construction. No work associated with the roadway conversion shall begin until written approval has been received.

MATERIALS

All traffic signs, posts, foundations, retroreflective sheeting, pavement markings, markers, and related appurtenances shall conform to the latest Caltrans Standard Specifications, Caltrans Standard Plans, and the latest CA MUTCD.

CONSTRUCTION

The Contractor shall remove or permanently cover all existing signs, pavement markings, striping, arrows, legends, and other traffic control devices that conflict with the proposed one-way traffic operation.

The Contractor shall install all required traffic control devices necessary to establish one-way operation, including but not limited to:

- ONE WAY (R6-1 or R6-2) signs.
- DO NOT ENTER (R5-1) signs.
- WRONG WAY (R5-1a) signs where applicable.
- KEEP RIGHT signs where applicable.
- Directional arrows.
- Lane-use arrows.
- Centerline removal and restriping.
- Edge lines.
- Parking lane markings.
- Stop bars.
- Crosswalk markings.
- Curb markings.
- Delineators and object markers where shown on the Plans.
- Any additional signs or pavement markings required by the Engineer or City.

ONE WAY signs shall be installed at all intersecting streets, alleys, driveways, and roadway approaches in accordance with the latest CA MUTCD. At unsignalized intersections, ONE WAY signs shall be installed on the near right and far left corners facing traffic entering or crossing the one-way roadway. At signalized intersections, ONE WAY signs shall be installed in accordance with the CA MUTCD requirements.

The Contractor shall verify all existing field conditions prior to installation and shall immediately notify the Engineer of any conflicts between the Plans and existing conditions.

All existing striping that is no longer applicable shall be completely removed using methods approved by the Engineer. Blacking out or painting over existing pavement markings will not be permitted unless specifically approved.

The Contractor shall coordinate the conversion so that all required signs, pavement markings, and traffic control devices are installed prior to opening the roadway to one-way traffic.

Immediately prior to opening the roadway, the Contractor shall verify that all conflicting signs have been removed or covered and that all required regulatory signs and pavement markings are visible and operational.

Temporary traffic control during construction shall conform to the latest CA MUTCD and the approved Traffic Control Plan.

SUBMITTALS

The Contractor shall submit the following for approval:

- One-Way Regulatory Signing Plan.
- Pavement Marking Plan.
- Sign schedule.
- Sign details.
- Temporary Traffic Control Plan.
- Shop drawings for signs and sign posts, if requested by the Engineer.

24. INSTALLATION OF STAMEPD ASPHALT CONCRETE AND MOCKUP

This work shall include installation of Stamped Asphalt Concrete at the following intersections:

- Holly street at Dias Avenue (4 crossings)
- Holly Street at Redwood Avenue (4 crossings)
- Holly Street at California Avenue (1 crossing)
- Contra Costa Street at Redwood Avenue (1crossing)

Contractor must refer to project plans for exact locations and limits of stamped asphalt.

Stamped Asphalt Concrete shall be performed by Contractor shown below. All other stamped asphalt contractors must be approved by the City prior to start of construction.

Contractor Name: Asphalt Impressions Incorporated.

Address: 8150 37th Avenue, Sacramento, CA 95824

Phone: 916-383-0441

Website: www. Acstamp.com

Stamped Asphalt shall be color **"Terra Cotta"** or Approved Equal, and pattern shall be **"Diagonal Herringbone"** in accordance with "Street Print" catalog provided by Asphalt Impressions Inc. Refer to technical specifications for Streetbond materials and application requirements.

Please refer to Streetbond SB-150 Coated Asphalt Flat and Stamped Surface Preparation Specifications.

Exhibit B

ACKNOWLEDGEMENT OF ADDENDA

(To Be Submitted With Bid)

Project Name: FY 25/26 Pavement Maintenance and Rehabilitation (M+R) Project

Bidder (Company Name): Monterey Peninsula Engineering

The Bidder hereby acknowledges receipt of the following Addenda to the Contract Documents.
Instructions: If any Addenda have been issued for this project, the Bidder must list them below and sign to acknowledge receipt. If no Addenda were issued, please write "NONE" in the first row and sign at the bottom.

Addendum Number	Date Issued	Signature of Receipt
Addendum No. 1	9/21/26	
Addendum No. ____		
Addendum No. ____		
Addendum No. ____		
Addendum No. ____		

Attach additional pages if more than five (5) Addenda were issued.

FAILURE TO ACKNOWLEDGE RECEIPT OF ALL ADDENDA MAY RENDER THE BID NON-RESPONSIVE AND BE CAUSE FOR REJECTION.

DECLARATION
I declare under penalty of perjury under the laws of the State of California that I am the authorized representative of the Bidder and that I have received and reviewed all Addenda noted above. The costs and changes associated with these Addenda have been fully incorporated into my bid pricing.

Signature of Authorized Representative: _____
Printed Name: Peter J. Taormina
Title: Manager
Date: September 28, 2026

Date:	September 21, 2026
To:	All Bidders
Project:	FY 25-26 Street Maintenance and Rehabilitation (M+R) Project
Subject:	Addendum #1
Sent Via:	Posted to PlanetBids at: https://sandcity.org/rfps-rfqs/

Bidders shall acknowledge this addendum by completing the "Acknowledgement of Addenda" form included with the bid documents and including the completed form with their bid proposal. Failure to acknowledge addenda will result in a nonresponsive bid.

Responses to questions submitted by bidders through PlanetBids:

1. Question: What is the Engineer's Estimate?
   Original Response: The City does not release its engineer's estimate during the active bidding phase, but will make the estimate available at the time of bid opening. Bidders should not rely on any estimate in preparing their bid and remain solely responsible for independently verifying all quantities, conditions, and costs necessary to submit a comprehensive bid.

   Updated Response: To provide bidder's with additional information for bonding purposes, the City has elected to provide the engineer's estimate. The engineer's estimate for this project is:

Base Bid:	$1,000,000 - $1,250,000
Additive Alternate 1:	$95,000 – $115,000
Additive Alternate 2:	$575,000 – $700,000

2. Question: Will a bid bond form be provided, or is it acceptable to submit the bid with a standard surety/bond form?
   Original Response: There is a standard form listed under "Bid Bond Form" in the documents tab, previously named "Performance Bond", that can be used. If your form is similar to the one provided, you can use that form in place of this one.

3. Question: Please clarify the deadline for delivery of the original Bid Bond. Part 1, Page 2 of the Specifications (PDF page 7) states that the original Bid Bond must be received by the City no later than three (3) business days after the Bid Opening Date by 1:00 p.m. However, Page 2 of the Bid Bond Form states that the original Bid Bond must be received by the City no later than 1:00 p.m. on the Bid Opening Date. Please confirm which deadline applies for delivery of the original Bid Bond.
   Original Response: I have updated the Bid Bond Form with the language that matches the Part 1, Page 2 of the Specifications. The correct language is allowing three (3) days after the bid opening date by 1:00 p.m. Thank you!

4. Question: Contract states 60 calendar days for completion and Special Provisions states 90 calendar days for completion. Please confirm how many days for completion of the project.
   Original Response: The correct amount is 90 calendar days. We have updated the Contract to match the 90 calendar days in the Special Provisions.

5. Question: How many working days for the time for completion?
   Original Response: 90 Calendar Days

6. Question: Are the bid forms included in the recalled specifications still valid for use when submitting the bid?
   Original Response: All bid forms are available in separate documents on the documents tab.

The Bid Opening Date has not changed. Bid proposals will be received electronically via the City's e-procurement portal, PlanetBids, until ***2:00pm, Monday, September 28, 2026*** *("Bid Opening Date")*, at which time they will be electronically opened, read and publicly available on PlanetBids.

Sincerely,

Leon D. Gomez, PE
City Engineer

BIDDER'S STATEMENT OF QUALIFICATIONS *(To Be Submitted with Bid)*

The City of Sand City requires this information to determine whether the Bidder is a "responsible bidder" capable of successfully completing the project. Failure to complete this form entirely may render the bid non-responsive. Attach additional sheets if necessary.

Project Name: FY 25/26 Pavement Maintenance and Rehabilitation (M+R) Project

Bidder (Company Name): Monterey Peninsula Engineering

1. EXPERIENCE How many years has your organization been in business in California as a contractor under your present business name and license number? 46 Years

   List at least three (3) similar public works projects your company has successfully completed within the last five (5) years:

   1. Project Name/City: Main Street Streetscape Improvements/Salinas
   2. Contract Amount: $8,044,915.81 Completion Date: 1/2022 Contact Person & Phone: Adriana Robles (831)758-7194
   3. Project Name/City: Imjin Parkway Widening Project
   4. Contract Amount: $27,782,058.47 Completion Date: 12/2025 Contact Person & Phone: Edrie De Los Santos (831)884-1212
   5. Project Name/City: FY 23/24 Street Rehabilitation Project;Locust,Willow, Wood, Grand & Pearl Streets
   6. Contract Amount: $1,705,919.00 Completion Date: 11/2024 Contact Person & Phone: Daniel Gho (831)648-5722

2. PERFORMANCE HISTORY *(If you answer "Yes" to any of the following, attach a separate sheet providing a detailed explanation).*
   a. Has your contractor's license ever been revoked or suspended in California? [ ] Yes [X] No
   b. Has your company ever failed to complete a public works contract awarded to you? [ ] Yes [X] No
   c. Has your company, or any of its owners or officers, been debarred or suspended from bidding on public works projects by any state or federal agency? [ ] Yes [X] No
   d. In the past five (5) years, has your company been assessed liquidated damages for failing to complete a project on time? [ ] Yes [X] No
   e. In the past five (5) years, has a surety firm completed a contract on your behalf, or paid for completion because your company was default terminated by the project owner? [ ] Yes [X] No
3. SAFETY RECORD What is your company's current Workers' Compensation Experience Modification Rate (EMR)? 0.71 *(If your EMR exceeds 1.0, attach an explanation).*

Has your company received any Cal/OSHA citations in the past three (3) years? [ ] Yes [X] No *(If Yes, attach an explanation).*

DECLARATION I declare under penalty of perjury under the laws of the State of California that the information provided in this Statement of Qualifications is true and correct. I understand that providing false information is grounds for bid rejection or contract termination.

Signature: _____ Date: September 28, 2026

Printed Name: Peter J. Taormina Title: Manager

CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

(To Be Submitted With Bid)
(Pursuant to California Labor Code Section 1861)

Project Name: FY 25/26 Pavement Maintenance and Rehabilitation (M+R) Project

Bidder (Prime Contractor): Monterey Peninsula Engineering

In accordance with the provisions of Section 1861 of the California Labor Code, the Bidder/Contractor shall sign and file with the awarding body the following certification prior to performing the work of the contract:
"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
DECLARATION I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature of Bidder: _____

Printed Name: Peter J. Taormina

Title: Manager

Date: September 28, 2026

DEBARMENT AND SUSPENSION CERTIFICATION

(To Be Submitted With Bid)

Project Name: FY 25/26 Pavement Maintenance and Rehabilitation (M+R) Project

Bidder (Company Name): Monterey Peninsula Engineering

This certification is required by the regulations implementing Executive Order 12549 and 12689, Debarment and Suspension (2 C.F.R. Part 180), and applicable California state laws regarding public works contracting.
By submitting this bid, the Bidder certifies, to the best of its knowledge and belief, that it and its principals, officers, and owners:

1. Current Status: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or Local department or agency.
2. Criminal and Civil History: Have not, within a three (3) year period preceding this bid, been convicted of or had a civil judgment rendered against them for:
   - Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract;
   - Violation of Federal or State antitrust statutes; or
   - Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Current Indictments: Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with, commission of any of the offenses enumerated in Paragraph 2 above.
4. Terminations for Default: Have not, within a three (3) year period preceding this bid, had one or more public transactions (Federal, State, or Local) terminated for cause or default.
5. Subcontractor Flow-Down: The Bidder agrees that it shall not knowingly enter into any lower-tier covered transaction (subcontract) with a person or entity who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project. The Bidder is responsible for verifying the eligibility of all subcontractors.

Exceptions: If the Bidder is unable to certify to any of the statements in this certification, the Bidder must attach a detailed written explanation to this form.

[ ] Check here if an explanation is attached.

DECLARATION I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. I understand that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties, and will result in the rejection of this bid.

Signature of Authorized Representative: _____

Printed Name: Peter J. Taormina

Title: Manager

Date: September 28, 2026

DECLARATION OF BIDDER
(To Be Submitted With Bid)

Project Name: FY 25/26 Pavement Maintenance and Rehabilitation (M+R) Project

To the City Council of the City of Sand City:

The undersigned Bidder hereby declares that they have carefully examined the location of the proposed work, and have read and examined the Contract Documents, including the Plans, Specifications, General Conditions, and Addenda (if any), and hereby proposes and agrees, if this bid is accepted, to furnish all materials and do all the work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid.
The Bidder further agrees that upon written acceptance of this bid, they will, within ten (10) calendar days of receipt of such notice, execute the Contract and furnish the required Performance Bond, Payment Bond, and Certificates of Insurance.

The Bidder understands that the City of Sand City reserves the right to reject any or all bids, and to waive any informalities or irregularities in the bidding process. The Bidder agrees that this bid shall remain open and not be withdrawn for a period of sixty (60) days from the date of the bid opening.

Bidder (Company Name): Monterey Peninsula Engineering

Form of Business (Check One): [ ] Corporation [X] Partnership [ ] Sole Proprietorship [ ] LLC [ ] Joint Venture

State of Incorporation (if applicable): N/A

California Contractor License No.: 972425 Expiration: 4/30/28

DIR Registration No.: 1000000094 Expiration: 6/30/27

Business Address: 192 Healy Avenue, Marina, CA 93933

Phone Number: (831)384-4081 Email: peter@mpe2000.com

DECLARATION I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I have the legal authority to bind the Bidder to this declaration.

Signature: _____ Date: September 28, 2026

Printed Name: Peter J. Taormina Title: Manager

Partnership Structure Outline

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

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

Its Partners –

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

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

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

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

Bart J. Bruno -
President, 1980 – Current
Responsible for overseeing coordination of all business activities

Peter J. Taormina -
Manager, VP of Engineering & Estimating, 1987-Current
Responsible for overseeing operations related to engineering, estimating, and project management.

James B. Bruno –
Manager, VP of Operations, 1981-Current
Responsible for all field operations, including project management and coordination. In charge of hiring, equipment acquisition and field safety issues.

Paul B. Bruno, CPA -
Manager, Chief Financial Officer, 1988-Current
Responsible for all finance, risk management and administrative duties. Oversees personnel matters and administers Company's safety program.

MONTEREY PENINSULA ENGINEERING

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

SIGNATURE AUTHORITY for PARTNERSHIP

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

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

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

The Officers of the two partner corporations are as follows –

Monterey Peninsula Engineering Inc.

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

MPE Management Group, Inc

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

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

Attachments

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

State of California
Secretary of State
Bill Jones

Form GP-1

STATEMENT OF PARTNERSHIP AUTHORITY

IMPORTANT — Read instructions on back before completing form.

1. NAME OF PARTNERSHIP
MONTEREY PENINSULA ENGINEERING

2. STREET ADDRESS OF CHIEF EXECUTIVE OFFICE: 192 HEALY AVENUE | CITY/STATE/COUNTRY: MARINA, CA USA | ZIP CODE: 93933

3. STREET ADDRESS OF A CALIFORNIA OFFICE, IF ANY | CITY | ZIP CODE: CA

4. ☒ A. LIST THE FULL NAMES AND MAILING ADDRESSES OF ALL PARTNERS (ATTACH ADDITIONAL PAGES, IF NECESSARY)

NAME: MONTEREY PENINSULA ENGINEERING, INC.
ADDRESS: 192 HEALY AVE
CITY: MARINA STATE/COUNTRY: CA ZIP CODE: 93933

NAME: MPE MANAGMENT GROUP INC.
ADDRESS: 192 HEALY AVE
CITY: MARNIA STATE/COUNTRY: CA ZIP CODE: 93933

OR: ☐ B. STATE THE FULL NAME AND MAILING ADDRESS OF AN AGENT APPOINTED AND MAINTAINED BY THE PARTNERSHIP WHO WILL MAINTAIN A LIST OF THE NAMES AND MAILING ADDRESSES OF ALL PARTNERS.

NAME:
ADDRESS:
CITY:
STATE/COUNTRY:
ZIP CODE:

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

PARTNER NAME: MONTEREY PENINSULA ENGINEERING, INC
PARTNER NAME: MPE MANAGMENT GROUP INC.
PARTNER NAME:

PARTNER NAME:
PARTNER NAME:
PARTNER NAME:

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

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

7. NUMBER OF PAGES ATTACHED, IF ANY: NONE

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

SIGNATURE OF PARTNER
MONTEREY PENINSULA ENGINEERING, INC.
BY BART J BRUNO, PRESIDENT
TYPE OR PRINT NAME OF PARTNER

DATE EXECUTED: 3/19/02
MONTEREY COUNTY, CALIFORNIA
COUNTY AND STATE EXECUTED

SIGNATURE OF PARTNER
MPE MANAGMENT GROUP INC.
BY PAUL B BRUNO, PRESIDENT
TYPE OR PRINT NAME OF PARTNER

DATE EXECUTED: 3/19/02
MONTEREY COUNTY, CALIFORNIA
COUNTY AND STATE EXECUTED

9. RETURN TO:
NAME: LOMBARDO & GILLES
ADDRESS: 318 CAYUGA STREET
CITY: SALINAS STATE/COUNTRY: CA ZIP CODE: 93901

For Secretary Of State Use

FILE #: 302020850012

DOCUMENT #: 9575

ENDORSED - FILED
In the office of the Secretary of State
of the State of California
MAR 21 2002
BILL JONES, Secretary of State

CORPORATE RESOLUTION OF SIGNATURE AUTHORITY

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

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

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

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

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

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

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

****

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

Peter J. Taormina, Secretary

5/22/17

CORPORATE RESOLUTION OF SIGNATURE AUTHORITY

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

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

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

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

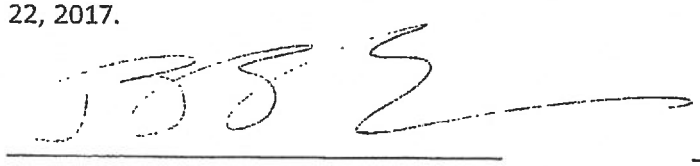
of the Monterey Peninsula Engineering be, and hereby is authorized, directed, and empowered for, and on behalf of, and in the name of this corporation by their signature to bind the corporation.

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

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

****

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



5/22/17

Paul B. Bruno, Secretary

Contractor's License Detail for License # 972425

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.

Business Information

MONTEREY PENINSULA ENGINEERING A PARTNERSHIP
P O BOX 400
MARINA, CA 93933
Business Phone Number:(831) 384-4081

Entity Partnership
Issue Date 04/26/2012
Expire Date 04/30/2028

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- A - GENERAL ENGINEERING
- B - GENERAL BUILDING

Certifications

- HAZ - HAZARDOUS SUBSTANCES REMOVAL

State of California
Department of
Industrial Relations

Home Get started Sign up Log in

Home > Customer Account Lookup >

1000000094 - MONTEREY PENINSULA ENGINEERING

1000000094 - MONTEREY PENINSULA ENGINEERING

Customer Account Lookup

PWCR

1000000094

Contractor Status

DIR Approved

CSLB

Business Phone

8313844081

Ext

Registration Start Date

2026-07-01

Legal Entity Name

MONTEREY PENINSULA ENGINEERING

Doing Business As (DBA)

Monterey Peninsula Engineering

Business Structure

-- None --

President

Paul Bruno

Email

paul@mpe2000.com

Registration End Date

2027-06-30

Crafts

Driver (On/Off Hauling) Slurry Seal Worker (Laborer)
Laborer (Construction-Fence Erector-Housemover) (Engineering Construction)
Cranes, Pile Driver and Hoisting Equipment (Operating Engineer)
Driver (On/Off-Hauling to/from Construction Site) Operating Engineer
Laborer and Related Classifications Teamster (Work on a construction site)
OPERATING ENGINEER (BUILDING CONSTRUCTION) Cement Mason LABORER
Operating Engineer (Heavy and Highway Work)

Address

Mailing Address

192 HEALY AVE

Mailing Address - City

MARINA

Mailing Address - State

CA

Mailing Address - Zip

93933

Mailing Address - Country

United States

Physical Address

Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

Related Lists

Registration Dates (13)

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LOCAL HIRING REQUIREMENT BIDDER'S CERTIFICATION FORM

1. General Requirement In accordance with Sand City Municipal Code Section 12.20.030, the City of Sand City has established a local hiring requirement for all public works projects. The Contractor is required to make good-faith efforts, with the assistance of the Employment Development Department (EDD) and/or local recruitment sources, to hire qualified individuals who are residents of the Monterey Bay Area in sufficient numbers so that no less than eighty percent (80%) of the Contractor's total construction workforce, including subcontractor workforce, measured in labor work hours, is comprised of qualified individuals who are Monterey Bay Area residents.

2. Definitions

- **Monterey Bay Area Resident:** An individual who maintains a primary residence within Monterey, Santa Cruz, or San Benito Counties.
- **Total Construction Workforce:** All persons employed on the project site by the Prime Contractor and all Subcontractors of any tier, measured in total labor work hours.

3. Application to Subcontractors This requirement applies to all subcontractors. The Prime Contractor is responsible for ensuring that all subcontractors are aware of and comply with this local hiring requirement.

4. Good-Faith Effort If the Contractor's existing workforce does not meet the 80% threshold, the Contractor must demonstrate a "good-faith effort" to hire local residents prior to the commencement of work. Good-faith efforts include, but are not limited to, coordinating with the local California Employment Development Department (EDD) office, advertising in local publications, and utilizing local trade and labor organizations.

5. Compliance and Reporting All bidders must complete and submit the "Certification of Good-Faith Effort to Hire Monterey Bay Area Residents" with their bid. The successful Contractor may be required to submit certified payroll records or other documentation during the course of the project to verify compliance with this requirement.

CERTIFICATION OF GOOD-FAITH EFFORT TO HIRE MONTEREY BAY AREA RESIDENTS

Project Name: FY 25/26 Pavement Maintenance And Rehabilitation (M+R) Project

Bidder (Company Name): Monterey Peninsula Engineering

In accordance with Sand City Municipal Code Section 12.20.030, the City requires that no less than eighty percent (80%) of the Contractor's total construction workforce, including subcontractor workforce, measured in labor work hours, be comprised of residents of the Monterey Bay Area (Monterey, Santa Cruz, and San Benito Counties).

Please check the applicable box below:

[X] **OPTION A: CURRENT WORKFORCE MEETS REQUIREMENT** I certify that my company's current workforce, including anticipated subcontractors, already meets the requirement that 80% or more of the labor work hours on this project will be performed by residents of the Monterey Bay Area.

[ ] **OPTION B: GOOD-FAITH EFFORT COMMITMENT** I certify that my company's current workforce does not currently meet the 80% local hiring requirement. However, I commit to making a good-faith effort to hire qualified Monterey Bay Area residents to meet this goal. I will utilize the following methods to recruit local labor (check all that apply):

[ ] Contacting the local California Employment Development Department (EDD)

[ ] Advertising in local Monterey Bay Area newspapers or publications

[ ] Contacting local union halls or trade organizations within the Monterey Bay Area

[ ] Other (Please specify): _____

DECLARATION I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. I understand that I am responsible for ensuring that all subcontractors on this project are bound by this exact same local hiring requirement.

Signature: _____ Date: September 28, 2026

Printed Name: Peter J. Taormina Title: Manager

NONCOLLUSION DECLARATION

(To Be Executed by Bidder and Submitted with Bid)
(Public Contract Code Section 7106)

The undersigned declares:

I am the primary party for the foregoing bid:

Peter J. Taormina, Manager of Monterey Peninsula Engineering .
Name and Title Company Name

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on:

Date: September 28, 2026

City: Marina

State: California

Signature: _____

Printed Name: Peter J. Taormina, Manager

BID BOND

FY 25/26 PAVEMENT MAINTENANCE AND REHABILITATION (M+R) PROJECT

Bond No.: N/A

Bid Amount (Penal Sum, 10% of Total Bid): $ 10% of Total Amount Bid

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Monterey Peninsula Engineering, as Principal ("Principal" or "Bidder"), and The Continental Insurance Company, a corporation duly organized under the laws of the State of Pennsylvania and authorized to transact surety business in the State of California, as Surety ("Surety"), are held and firmly bound unto the CITY OF SAND CITY, a municipal corporation ("City" or "Obligee"), in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT BID, lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted, or is about to submit, a bid to the City for the construction of the FY 25/26 Pavement Maintenance and Rehabilitation (M+R) Project ("Project"), in accordance with the Notice to Contractors, Bid Schedule, Special Provisions, and other bid documents on file with the City, to which reference is hereby made and which are incorporated herein by this reference;

NOW, THEREFORE, if the Principal's bid is accepted and the City awards the Principal a contract for the Project, and the Principal, within fifteen (15) calendar days after written Notice of Award, (a) enters into a written contract with the City in the form prescribed by the City, (b) furnishes a Performance Bond and a Payment (Labor and Materials) Bond, each in an amount equal to one hundred percent (100%) of the contract amount and each issued by a surety meeting the requirements of the Special Provisions, and (c) furnishes evidence of insurance conforming to the requirements of the contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect, and the Surety shall pay to the City, as liquidated damages and not as a penalty, the amount of this bond.

As part of the obligation secured hereby, and in addition to the face amount specified above, there shall be included such costs and reasonable expenses and fees, including reasonable attorneys' fees, as may be incurred by the City in successfully enforcing this obligation, all to be taxed as costs and included in any judgment rendered.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the bid, the contract, or the contract documents shall in any way affect its obligations under this bond, and the Surety does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is furnished in lieu of a certified or cashier's check pursuant to the "Bid Bond" section of Part I, Notice to Contractors, and is subject to forfeiture to the City in accordance with the terms of the Notice to Contractors, Bid Validity, and Responsible Bidder provisions of the bid documents if the Principal fails to timely enter into the contract, furnish the required bonds, or furnish evidence of insurance as described above.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on this 22nd day of September, 2026.

PRINCIPAL:

Monterey Peninsula Engineering

(Name of Firm)

By: _____

PRINCIPAL SIGNATURE

Peter J. Taormina, Manager

PRINCIPAL – Print Name and Title

SURETY:

The Continental Insurance Company

(Name of Surety)

By: _____

SURETY ATTORNEY-IN-FACT SIGNATURE

Rosa E. Rivas

SURETY – Print Name

2121 N. California Blvd., Suite 760
Walnut Creek, CA 945

Address of Surety

(925) 586-9256

Telephone Number

ALL SIGNATURES MUST BE NOTARIZED USING A CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT. A CURRENT POWER OF ATTORNEY FOR THE SURETY'S ATTORNEY-IN-FACT MUST BE ATTACHED, AND THE SURETY'S EMBOSSED CORPORATE SEAL MUST BE AFFIXED.

NOTE TO BIDDER:

This bond must be submitted with the Bidder's proposal in an amount equal to ten percent (10%) of the total bid amount, in lieu of a certified check or cashier's check, in accordance with the "Bid Bond" section of Part I, Notice to Contractors. The original bond, bearing the surety's embossed seal, must be received by the City no later than three (3) business days after the Bid Opening Date by 1 p.m., addressed to: City of Sand City, Attention Finance Manager, 1 Pendergrass Way, Sand City, CA 93955. The Surety must be an admitted surety insurer in California with a current A.M. Best rating of no less than A:VII, as required by the Special Provisions.

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Monterey }

On September 24, 2026 before me, FLORENCE CORMIER, NOTARY PUBLIC,
Date *Here Insert Name and Title of the Officer*

personally appeared Peter J. Taormina
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

ENC1 FLORENCE CORMIER COMM. # 2525314 NOTARY PUBLIC • CALIFORNIA MONTEREY COUNTY My Comm. Expires June 27, 2019 ENC1

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Florence Cormier

Place Notary Seal and/or Stamp Above *Signature of Notary Public*

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: September 22, 2026 Number of Pages: four

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On 09/22/2026 before me, Tracy Aston, Notary Public, personally appeared Rosa E. Rivas who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

TRACY ASTON
Notary Public - California
Los Angeles County
Commission # 2444688
My Comm. Expires May 15, 2027

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Tracy Aston, Kathleen K Freund, Rosa E Rivas, Mary L Yohnke, Brenda Wong, Samantha Russell, Meghan Curry, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of March, 2026.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 14th day of March, 2026, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

K. WALSH NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires December 4, 2031

K. Walsh — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 2nd day of September 2026

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

SUBCONTRACTOR'S LIST
(To Be Submitted With Bid)
(Pursuant to California Public Contract Code Section 4100 et seq.)

Project Name: FY 25/26 Pavement Maintenance and Rehabilitation (M+R) Project

Bidder (Prime Contractor): Monterey Peninsula Engineering

In accordance with the California Subletting and Subcontracting Fair Practices Act, Public Contract Code Section 4104, the Bidder shall set forth the name, business location, California contractor license number, Department of Industrial Relations (DIR) registration number, and portion of the work to be performed by each subcontractor who will perform work, labor, or render service to the Prime Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the Prime Contractor's total bid.
If the Prime Contractor fails to specify a subcontractor for any portion of the work, the Prime Contractor agrees to perform that portion of the work themselves and represents that they are fully qualified to do so.

[Attach additional sheets if necessary.]

Portion of Work to be Performed (e.g., Electrical, Paving)	Subcontractor Name (Company)	Location of Business (City, State)	CA Contractor License No.	DIR Registration No.
Concrete	Cen-Cal	PO Box 81737 Bakersfield, CA 93380	902895	1000001026
Striping	Chrisp	43050 Osgood Rd Fremont CA 94539	374600	1000000304
AC Stamp	AC Impression	6150 37th Ave. Sacramento CA 95824	900385	1000002092
Slurry Seal	Graham	860 Lenzen St San Jose CA 95126	315789	1000898576

DECLARATION
I certify under penalty of perjury that the above information is complete and accurate, and that I have not listed more than one subcontractor for the same portion of work unless authorized by the specifications.

Signature of Bidder _____

Printed Name: Peter J. Taormina

Title: Manager

Date: September 28, 2026

CONTRACTORS STATE LICENSE BOAR

Contractor's License Detail for License # 962895

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 9/28/2026 12:17:14 PM

Business Information

J L PLANK INCORPORATED
DBA CEN-CAL CONSTRUCTION

PO BOX 81737
BAKERSFIELD, CA 93380
Business Phone Number:(661) 399-3759

Entity	Corporation
Issue Date	07/06/2011
Reissue Date	06/18/2012
Expire Date	06/30/2028

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- A - GENERAL ENGINEERING
- C13 - FENCING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.
Bond Number: 100191822
Bond Amount: $25,000
Effective Date: 01/01/2023
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual JASON LEE PLANK certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 07/08/2022
BQI's Bond History

Workers Compensation

This license has workers compensation insurance with the UNITED FIRE & CASUALTY COMPANY
Policy Number:10181374826
Effective Date: 08/16/2026
Expire Date: 08/16/2027
Workers' Compensation History

Workers' compensation classification code(s):
5507 - Street/Road Construction-grading
52052 - Concrete/Cement Work-high wage
8810 - Clerical Office Employees

For a description of the workers' compensation classification code(s) listed for this licensee, contact the licensee's insurance carrier. Contact information for the licensee's insurer is available by clicking the insurer link above. Classification codes are also available on the Workers' Compensation Insurance Rating Bureau's classification search page.

The board does not verify or investigate the accuracy of classification codes displayed.

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1000001026 - J. L. PLANK INC.

Customer Account Lookup

PWCR

1000001026

Contractor Status

DIR Approved

CSLB

962895

Business Phone

6613993759

Ext

Registration Start Date

2025-07-01

Legal Entity Name

J. L. PLANK INC.

Doing Business As (DBA)

CEN-CAL CONSTRUCTION

Business Structure

-- None --

President

Jason Plank

Email

stephanie@cencalconstruction.com

Registration End Date

2028-06-30

Crafts

Driver (On/Off-Hauling to/from Construction Site) Operating Engineer

Laborer and Related Classifications Cement Mason

Address

Mailing Address

PO BOX 81737

Mailing Address - City

BAKERSFIELD

Mailing Address - State

CA

Mailing Address - Zip

93380

Mailing Address - Country

USA

Physical Address

31207 Denbeste Court

Physical Address - City

Shafter

Physical Address - State

CA

Physical Address - Zip

93263

Physical Address - Country

USA

Related Lists

Registration Dates (8)

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CONTRACTORS STATE LICENSE BOAR

Contractor's License Detail for License # 374600

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 9/28/2026 12:19:47 PM

Business Information

CHRISP COMPANY
P O BOX 1368
FREMONT, CA 94539
Business Phone Number:(510) 656-2840

Entity Corporation
Issue Date 05/16/1979
Expire Date 05/31/2027

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- A - GENERAL ENGINEERING
- C13 - FENCING
- C32 - PARKING AND HIGHWAY IMPROVEMENT

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with HARTFORD FIRE INSURANCE COMPANY .
Bond Number: 57BSBIAG781
Bond Amount: $25,000
Effective Date: 01/01/2023
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual JAKE MATTHEW CHRISP certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 01/26/2026

Workers Compensation

This license has workers compensation insurance with the STARR INDEMNITY & LIABILITY COMPANY

Policy Number:1000004442251
Effective Date: 12/01/2025
Expire Date: 12/01/2026
Workers' Compensation History

Workers' compensation classification code(s):
5506 - Street/Road Construction-paving

For a description of the workers' compensation classification code(s) listed for this licensee, contact the licensee's insurance carrier. Contact information for the licensee's insurer is available by clicking the insurer link above. Classification codes are also available on the Workers' Compensation Insurance Rating Bureau's classification search page.

The board does not verify or investigate the accuracy of classification codes displayed.

Other

- Personnel listed on this license (current or disassociated) are listed on other licenses.

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1000000306 - CHRISP COMPANY

Customer Account Lookup

PWCR

1000000306

Contractor Status

DIR Approved

CSLB

Business Phone

5106562840

Ext

Registration Start Date

2025-07-01

Legal Entity Name

CHRISP COMPANY

Doing Business As (DBA)

CHRISP COMPANY

Business Structure

-- None --

President

Robert Chrisp

Email

pscheving@chrispco.com

Registration End Date

2028-06-30

Crafts

Parking/Highway/Improvement

Address

Mailing Address

43650 OSGOOD ROAD

Mailing Address - City

FREMONT

Mailing Address - State

CA

Mailing Address - Zip

94539

Mailing Address - Country

United States

Physical Address

Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

Related Lists

Registration Dates (8)

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CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 900385

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 9/28/2026 12:20:47 PM

Business Information

ASPHALT IMPRESSIONS INC
8150 37TH AVENUE
SACRAMENTO, CA 95824
Business Phone Number:(916) 383-0441

Entity Corporation
Issue Date 07/18/2007
Expire Date 07/31/2027

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- A - GENERAL ENGINEERING
- C12 - EARTHWORK AND PAVING
- C32 - PARKING AND HIGHWAY IMPROVEMENT

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.
Bond Number: SC6357118
Bond Amount: $25,000
Effective Date: 01/01/2023
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual STEPHAN EUGENE BIONDI certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 01/30/2009
BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the ZURICH AMERICAN INSURANCE COMPANY
Policy Number:WC373647017
Effective Date: 10/01/2025
Expire Date: 10/01/2026
Workers' Compensation History

Workers' compensation classification code(s):
5506 - Street/Road Construction-paving

For a description of the workers' compensation classification code(s) listed for this licensee, contact the licensee's insurance carrier. Contact information for the licensee's insurer is available by clicking the insurer link above. Classification codes are also available on the Workers' Compensation Insurance Rating Bureau's classification search page.

The board does not verify or investigate the accuracy of classification codes displayed.

Disc

- Personnel listed on this license (current or disassociated) are listed on other licenses.

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1000002092 - ASPHALT IMPRESSIONS INC

Customer Account Lookup

PWCR

1000002092

Contractor Status

DIR Approved

CSLB

900385

Business Phone

916-383-0441

Ext

Registration Start Date

2025-07-01

Legal Entity Name

ASPHALT IMPRESSIONS INC

Doing Business As (DBA)

ASPHALT IMPRESSIONS INC

Business Structure

-- None --

President

Donald Bowman

Email

rwilliams@acstamp.com

Registration End Date

2028-06-30

Crafts

Traffic Control/Lane Closure (Laborer) Parking and Highway Improvement Painter (Laborer)

Address

Mailing Address

8150 37TH AVE

Mailing Address - City

SACRAMENTO

Mailing Address - State

CA

Mailing Address - Zip

95824

Mailing Address - Country

USA

Physical Address

Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

Related Lists

Registration Dates (9)

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CONTRACTORS STATE LICENSE BOAR

Contractor's License Detail for License # 315789

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 9/28/2026 12:22:00 PM

Business Information

GRAHAM CONTRACTORS INC
PO BOX 26770
SAN JOSE, CA 95159
Business Phone Number:(408) 293-9516

Entity Corporation
Issue Date 02/18/1976
Expire Date 09/30/2027

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- C12 - EARTHWORK AND PAVING
- A - GENERAL ENGINEERING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with WESTERN SURETY COMPANY.
Bond Number: 30116434
Bond Amount: $25,000
Effective Date: 01/01/2023
Contractor's Bond History

Bond of Qualifying Individual

- This license filed Bond of Qualifying Individual number **30058159** for CHE DARREN CORLETT in the amount of **$25,000** with WESTERN SURETY COMPANY.
  Effective Date: 01/01/2023
  BQI's Bond History
- The qualifying individual DAVID MICHAEL GRAHAM certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
  Effective Date: 05/21/2018

Workers Compensation

This license has workers compensation insurance with the TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA
Policy Number:UB7W1193252626G
Effective Date: 05/01/2026
Expire Date: 05/01/2027
Workers' Compensation History

Workers' compensation classification code(s):
5506 - Street/Road Construction-paving
8810 - Clerical Office Employees
8742 - Salespersons-Outside

For a description of the workers' compensation classification code(s) listed for this licensee, contact the licensee's insurance carrier. Contact information for the licensee's insurer is available by clicking the Insurer link above. Classification codes are also available on the Workers' Compensation Insurance Rating Bureau's classification search page.

The board does not verify or investigate the accuracy of classification codes displayed.

Other

▸ Personnel listed on this license (current or disassociated) are listed on other licenses.

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1000898576 - GRAHAM CONTRACTORS INC

Customer Account Lookup

PWCR

1000898576

Contractor Status

DIR Approved

CSLB

315789

Business Phone

408-293-9516

Ext

Registration Start Date

2024-07-09

Legal Entity Name

GRAHAM CONTRACTORS INC

Doing Business As (DBA)

Graham Contractors Inc

Business Structure

Corporation - C corp

President

David Graham

Email

damenb@grahamcontractors.com

Registration End Date

2027-06-30

Crafts

Parking and Highway Improvement (Striping, Slurry and Seal Coat Operations-Laborer)

LABORER Operating Engineer (Heavy and Highway Work)

Laborer and Related Classifications

Address

Mailing Address

860 LONUS ST

Mailing Address - City

SAN JOSE

Mailing Address - State

CA

Mailing Address - Zip

95126

Mailing Address - Country

United States

Physical Address

PO Box 26770

Physical Address - City

San Jose

Physical Address - State

Physical Address - Zip

9515

Physical Address - Country

United States

Related Lists

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California Environmental Protection Agency

Air Resources Board

January 1, 2026

Certificate of Reported Compliance

Off-Road Diesel Vehicle Regulation

is issued to

MONTEREY PENINSULA ENGINEERING

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. Certificate expires: 2/28/2027

Michelle Buffington

Michelle Bulfington
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

1107

To verify the authenticity of this certificate, enter this number at:
http://www.arb.ca.gov/doors/compliance_cert1.html



California Environmental Protection Agency

Air Resources Board

January 1, 2026

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

J.L. PLANK INC. DBA CEN-CAL CONSTRUCTION

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2027**

Michelle Buffington

Michelle Buffington
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

139789

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html



California Environmental Protection Agency

Air Resources Board

January 1, 2026

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

CHRISP COMPANY

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2027**

Michelle Buffington

Michelle Buffington
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

17281

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

CALIFORNIA
AIR RESOURCES BOARD

Certificate of Reported Compliance With:

Truck and Bus Regulation

Issued to: Asphalt Impressions Inc.

This certificate confirms that the fleet owner has attested under penalty of perjury that the statements and information they provided to the California Air Resources Board (CARB) are true, accurate, and complete regarding all relevant vehicles in the fleet required to show compliance. CARB hereby finds that the fleet listed has met requirements of:

Title 13 CCR 2025 (Truck and Bus Regulation)

If CARB subsequently finds that the statements and information that have been provided are not true, accurate, and complete, this certificate shall be effectively revoked and the fleet subject to penalties.

This certificate is valid until December 31, 2026

Michelle Buffington

Michelle Buffington
Division Chief, Mobile Source Control
DivisionCalifornia Air Resources Board

Printed on 2026-01-15

5 Vehicles

TRUCRS Fleet Identification
19342

To verify the authenticity of this certificate, visit www.arb.ca.gov/msprog/onrdiesel/tblookup.php

California Environmental Protection Agency

Air Resources Board

January 1, 2026

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

GRAHAM CONTRACTORS INC

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2027**

Michelle Buffington

Michelle Buffington
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

3636

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

CNA SURETY

San Francisco-Walnut Creek Branch
2121 N. California Blvd., Suite 760, Walnut Creek, CA 94596

September 25, 2026

City of Sand City
1 Pendergrass Way
Sand City, CA 93955

Re: Monterey Peninsula Engineering
FY 25/26 PAVEMENT MAINTENANCE AND REHABILITATION (M+R) PROJECT

To whom it may concern:

Monterey Peninsula Engineering is a highly regarded and valued client of Continental Insurance Company, a member of the CNA Insurance Companies. The Continental Insurance Company, A.M. Best Rating: A XV, is listed in the U.S. Department of the Treasury's Listing of Approved Sureties, and is an admitted surety insurer in the State of California.

We are confident in Monterey Peninsula Engineering's ability to perform and we are willing to consider supporting them on a bond program with a single bonding limit of $20 million and potential aggregate work program up to $140 million.

This letter is not to be construed as an agreement to provide surety bonds for any particular project, but it is offered as an indication of our past experience and confidence in this firm. Any specific request for bonds is a matter between Monterey Peninsula Engineering. and ourselves and we assume no liability to third parties if for any reason we do not execute said bond(s).

Sincerely,

The Continental Insurance Company

By: Rosa E. Rivas
Rosa E. Rivas, Attorney-In-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On 09/25/2024 before me, Tracy Aston, Notary Public, personally appeared Rosa E. Rivas who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

TRACY ASTON
Notary Public - California
Los Angeles County
Commission # 2444688
My Comm. Expires May 15, 2027

Signature _____
Signature of Notary Public

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Tracy Aston, Kathleen K Freund, Rosa E Rivas, Mary L Yohnke, Brenda Wong, Samantha Russell, Meghan Curry, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of March, 2026.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 14th day of March, 2026, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

K. WALSH NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires December 4, 2031

K. Walsh — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 25th day of September 2026

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

BUSINESS LICENSE TAX CERTIFICATE

CITY OF SAND CITY

This license evidences that the person(s), firm or corporation named herein has paid the applicable tax required by the City of Sand City for the period indicated below. No license issued under the provisions of the City of Sand City Municipal Code shall be construed as authorizing the conduct or continuance of any illegal or unlawful operation in violation of any City Ordinance relating thereto. This certificate is issued without verification that the holder is subject to or exempted from licensing by the state, county, federal government, or any other governmental agency.

Business Type: CONTRACTOR - GENERAL

Business Name: MONTEREY PENINSULA ENGINEERING

Business Address: 192 HEALY AVE
MARINA, CA 93933-2203

Account Number: 23702622

Issue Date: 7/1/2026

Expire Date: 6/30/2027

Owner Name

Vibeke Norgaard

City Manager

PLEASE POST IN A CONSPICUOUS PLACE
NOT TRANSFERABLE

For all inquiries regarding this license, contact the HdL Business Support Center at (831) 201-0135

MONTEREY PENINSULA ENGINEERING :

Thank you for your payment on your City of Sand City Business License Tax Certificate. ALL LICENSES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST. If you have questions concerning your business license, contact the Business Support Center via email at: Sandcity@hdlgov.com or by telephone at: (831) 201-0135.

Keep this portion of your certificate separate in case you need a replacement for any lost, stolen, or destroyed certificate.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: https://www.dca.ca.gov/publications/.

BUSINESS SUPPORT CENTER
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832

City of Sand City
BUSINESS LICENSE TAX CERTIFICATE

HD10811A MXD WKG 000
7000001603 00.0006.0491 1603/1

MONTEREY PENINSULA ENGINEERING
PO BOX 400
MARINA CA 93933-0400

License Number: 23702622

Date of Issue: 07/01/2026

Submission

Bidder Details

Vendor Name	Monterey Peninsula Engineering
Address	192 Healy Avenue Marina, California 93933 United States
Respondee	Peter Taormina
Respondee Title	Principal
Phone	831-384-4081
Email	bids@mpe2000.com
Vendor Type	CADIR
License #	972425

Submission Detail

Submission Format	Electronic
Submitted	09/28/2026 1:45 PM (PDT)
Delivery Method	
Responsive	
Submission Status	Submitted
Confirmation #	509679

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Scanned Bid Docs.pdf	Scanned Bid Docs.pdf	Bid Attachments

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Main Bid							$1,081,285.00		
1	1		Mobilization/Demobilization	LS	1	$65,000.00	$65,000.00	Yes	
2	2		Traffic Control System	LS	1	$50,000.00	$50,000.00	Yes	
3	3		Water Pollution Control	LS	1	$5,000.00	$5,000.00	Yes	
4	4		CPM Schedule	LS	1	$1,500.00	$1,500.00	Yes	
5	5		Remove and Replace Unsuitable Subgrade (Revocable if not used)	CY	50	$250.00	$12,500.00	Yes	
6	6		Excavation Safety (Temporary Sheeting, Shoring, and Bracing)	LS	1	$5,000.00	$5,000.00	Yes	
7	7		Grind, Off haul, Disposal of Existing Roadway	SY	4878	$12.00	$58,536.00	Yes	
8	8		Demolition, Off haul, Disposal of Existing Stamped Concrete Crosswalk	SF	1275	$7.00	$8,925.00	Yes	
9	9		Installation of Stamped Asphalt Concrete and Mockup (Material: Street Bond Epoxy Modified Acrylic Color: Terra Cotta, Pattern: Diagonal Herringbone	SF	2795	$18.00	$50,310.00	Yes	
10	10		Wedge Grind (8 ft Wide)	SY	729	$10.00	$7,290.00	Yes	
11	11		Localized Base Repairs (Digouts) - (4 inch depth) - Assumed 20% of Roadway	TON	84	$300.00	$25,200.00	Yes	
12	12		Hot Mix Asphalt (Type A) for 3 inch Full Depth HMA	TON	43	$320.00	$13,760.00	Yes	
13	13		Hot Mix Asphalt (Type A) for 7 inch Full Depth HMA	TON	1085	$190.00	$206,150.00	Yes	
14	14		Hot Mix Asphalt (Type A) for 2 inch Overlay	TON	210	$220.00	$46,200.00	Yes	
15	15		AC Dike Conform "Case C-1" per 2025 Caltrans Standard Plan A87B at Holly Street	TON	12	$380.00	$4,560.00	Yes	
16	16		AC Dike "Type D" per 2025 Caltrans Standard Plan A87B at Holly Street	LF	100	$22.00	$2,200.00	Yes	
17	17		AC Dike "Type A" per 2025 Caltrans Standard Plan A87B at Contra Costa Street	LF	210	$15.00	$3,150.00	Yes	
18	18		Demolition and Off haul Existing C&G, Sidewalk, Curb Ramps, Cross Gutters, AC ,and AB at Proposed Concrete Improvement Locations	SF	8235	$6.00	$49,410.00	Yes	
19	19		Construction of Minor Concrete-Curb and Gutter (Final Pay)	LF	812	$80.00	$64,960.00	Yes	
20	20		Construct Minor Concrete-Cross Gutter including Spandrel (8 inch thick) (Final Pay)	SF	1580	$30.00	$47,400.00	Yes	
21	21		Construct Minor Concrete-Sidewalk (4 inch thick) (Final Pay)	SF	3900	$10.00	$39,000.00	Yes	
22	22		Construct Minor Concrete-Curb Ramps (6 inch Thick) (Final Pay)	SF	1010	$30.00	$30,300.00	Yes	
23	23		Construct 6-inch Minimum Vertical Concrete Curb at Bulbouts, Curb Ramps, and City Hall Parking Lot (Final Pay)	LF	760	$50.00	$38,000.00	Yes	
24	24		Detectable Warning Surface (DWS)	SF	535	$30.00	$16,050.00	Yes	
25	25		Parking Wheel Stops at City Hall	EA	7	$175.00	$1,225.00	Yes	
26	26		Remove and Dispose Existing Storm Drain Catch Basin	EA	3	$2,000.00	$6,000.00	Yes	
27	27		Remove Existing 12-inch Diameter Storm Drain Pipe	LF	22	$175.00	$3,850.00	Yes	
28	28		Remove Existing 15-inch Diameter Storm Drain Pipe	LF	25	$155.00	$3,875.00	Yes	
29	29		Construct 12-inch Diameter Storm Drain Pipe (HDPE)	LF	15	$275.00	$4,125.00	Yes	
30	30		Construct 15-inch Diameter Storm Drain Pipe (HDPE)	LF	60	$280.00	$16,800.00	Yes	
31	31		Construct Combination Drainage Inlet Per Standard Plan SD-510	EA	3	$9,000.00	$27,000.00	Yes	
32	32		Construct Storm Drain Catch Basin Type G1 per 2025 Caltrans Standard Plan D72B.	EA	1	$11,500.00	$11,500.00	Yes	
33	33		Connect New Storm Drain Pipe to Existing Storm Drain Structure	EA	1	$4,000.00	$4,000.00	Yes	
34	34		Connect New Storm Drain Pipe to Existing Storm Drain Pipe	EA	3	$1,500.00	$4,500.00	Yes	
35	35		Remove Existing 3-inch Sanitary Sewer Service Line	LF	180	$73.00	$13,140.00	Yes	
36	36		Construct New 4-inch Sanitary Sewer Service Line (PVC)	LF	180	$130.00	$23,400.00	Yes	
37	37		Construct New Sanitary Sewer Cleanout (SSCO)	EA	1	$1,300.00	$1,300.00	Yes	
38	38		Remove and Relocate Existing Sanitary Sewer Cleanout	EA	5	$1,500.00	$7,500.00	Yes	
39	39		Adjust Storm Drain Manhole Cover to Grade (SDMH)	EA	5	$1,800.00	$9,000.00	Yes	
40	40		Adjust Sanitary Sewer Manhole Cover to Grade (SSMH)	EA	7	$1,800.00	$12,600.00	Yes	
41	41		Adjust Water Valve/Meter Cover to Grade (WV/WM)	EA	26	$1,500.00	$39,000.00	Yes	
42	42		Adjust Gas Valve/Meter Cover to Grade (GV/GM)	EA	1	$1,500.00	$1,500.00	Yes	
43	43		Adjust Monument Cover to Grade (MON)	EA	1	$1,500.00	$1,500.00	Yes	
44	44		Adjust Irrigation Valve (IRV) And ARV Valve to Grade	EA	2	$2,500.00	$5,000.00	Yes	
45	45		Thermoplastic Pavement Marking (White)	SF	1182	$7.00	$8,274.00	Yes	
46	46		Thermoplastic Pavement Marking (Blue)	SF	49	$30.00	$1,470.00	Yes	
47	47		Thermoplastic Traffic Stripe - Detail 22	LF	590	$5.00	$2,950.00	Yes	
48	48		Blue Reflective Markers at Fire Hydrants	EA	3	$25.00	$75.00	Yes	
49	49		Remove Existing Sign and Post	EA	13	$125.00	$1,625.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
50	50		Install New Sign and Post	EA	31	$325.00	$10,075.00	Yes	
51	51		Removal of Existing Trees/Bushes	EA	8	$1,200.00	$9,600.00	Yes	
Alternate Items							$1,091,794.00		
52	1A		Mobilization/Demobilization	LS	1	$40,000.00	$40,000.00	Yes	
53	2A		Traffic Control System	LS	1	$45,000.00	$45,000.00	Yes	
54	3A		Water Pollution Control Plan	LS	1	$1,500.00	$1,500.00	Yes	
55	4A		CPM Schedule	LS	1	$500.00	$500.00	Yes	
56	5A		Micro slurry Seal (Type II)	SY	3026	$19.00	$57,494.00	Yes	
57	6A		Crack Seal	LF	1000	$22.00	$22,000.00	Yes	
58	7A		Localized Base Repairs (Digouts) - (6 inch depth) - Assume 15% of Roadway	TON	153	$500.00	$76,500.00	Yes	
59	8A		Thermoplastic Pavement Marking (White)	SF	1208	$7.00	$8,456.00	Yes	
60	9A		Blue Reflective Markers at Fire Hydrants	EA	0	$25.00	$0.00	Yes	
61	10A		Thermoplastic Traffic Stripe - Detail 22	LF	315	$5.00	$1,575.00	Yes	
62	11A		Thermoplastic Traffic Stripe - Detail 29	LF	188	$11.00	$2,068.00	Yes	
63	12A		Thermoplastic Traffic Stripe - Detail 38	LF	506	$4.00	$2,024.00	Yes	
64	13A		Thermoplastic Traffic Stripe - Detail 39	LF	813	$3.00	$2,439.00	Yes	
65	14A		Thermoplastic Traffic Stripe - Detail 39A	LF	100	$3.00	$300.00	Yes	
66	1B		Mobilization/Demobilization	LS	1	$80,000.00	$80,000.00	Yes	
67	2B		Traffic Control System	LS	1	$80,000.00	$80,000.00	Yes	
68	3B		Water Pollution Control Plan	LS	1	$5,000.00	$5,000.00	Yes	
69	4B		CPM Schedule	LS	1	$500.00	$500.00	Yes	
70	5B		Grind, Off haul, Disposal of Existing Roadway Depth of 6 inches	SY	3988	$25.00	$99,700.00	Yes	
71	6B		Hot Mix Asphalt (Type A) for 6 inch inlay	TON	1346	$220.00	$296,120.00	Yes	
72	7B		Remove and Replace Unsuitable Subgrade (Revocable if not used)	CY	10	$400.00	$4,000.00	Yes	
73	8B		Demolition and Off haul of Existing Curb Ramps	EA	9	$7,000.00	$63,000.00	Yes	
74	9B		Construct Accessible Curb Ramp per Caltrans A88A - Case B	EA	1	$15,000.00	$15,000.00	Yes	
75	10B		Construct Accessible Curb Ramp per Caltrans A88A - Case C	EA	7	$15,000.00	$105,000.00	Yes	
76	11B		Construct Accessible Curb Ramp per Caltrans A88A - Case CM	EA	1	$15,000.00	$15,000.00	Yes	
77	12B		Adjust Storm Drain Manhole Cover to Grade (SDMH)	EA	22	$1,800.00	$39,600.00	Yes	
78	13B		Adjust Sanitary Sewer Manhole Cover to Grade (SSMH)	EA	0	$1,800.00	$0.00	Yes	
79	14B		Adjust Water Valve/Meter Cover to Grade (WV/WM)	EA	3	$1,500.00	$4,500.00	Yes	
80	15B		Thermoplastic Pavement Marking (White)	SF	1989	$7.00	$13,923.00	Yes	
81	16B		Blue Reflective Markers at Fire Hydrants	EA	4	$25.00	$100.00	Yes	
82	17B		Thermoplastic Traffic Stripe - Detail 22	LF	228	$5.00	$1,140.00	Yes	
83	18B		Thermoplastic Traffic Stripe - Detail 32	LF	482	$11.00	$5,302.00	Yes	
84	19B		Thermoplastic Traffic Stripe - Detail 38	LF	117	$4.00	$468.00	Yes	
85	20B		Thermoplastic Traffic Stripe - Detail 39	LF	760	$3.00	$2,280.00	Yes	
86	21B		Thermoplastic Traffic Stripe - Detail 39A	LF	435	$3.00	$1,305.00	Yes	

Line Item Subtotals

Section Title	Line Total
Main Bid	**$1,081,285.00**
Alternate Items	**$1,091,794.00**
Grand Total	**$2,173,079.00**

AGENDA ITEM
9C.

Approve a Resolution Adopting the Guiding Principles for the Sand City 2050 General Plan Update

City of Sand City

STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Vibeke Norgaard, City Manager, Nicholas McIlroy, AICP, Planning Manager, and Brian Foucht, AICP, EMC Planning Group
SUBJECT: Adoption of Sand City's 2050 General Plan Update Guiding Principles
DATE: October 20, 2026

A. OVERVIEW OF GUIDING PRINCIPLES

The City is updating its General Plan through the Sand City 2050 General Plan Update (GPU). The Guiding Principles are the foundation of this update. They set the direction for the policies, land use decisions, and programs that will follow in the GPU.

The draft Guiding Principles build on the City's recent planning efforts, including the Vibrancy Plan (2019), the Sustainable Transportation Plan (2021), the West End Parking Plan (2023), and the 6th Cycle Housing Element (2024). Staff and the City's consultant, EMC Planning Group (EMC), drew from these adopted plans and from prior community input to draft ten Guiding Principles. The draft principles were then brought to the community through a workshop and a survey to confirm they reflect community priorities before they are carried forward into the GPU.

The ten draft Guiding Principles, as originally presented to the community, are:

1. Foster a Vibrant Mixed-Use Community
2. Celebrate Sand City's Arts and Creative Identity
3. Expand a Diverse Mix of Housing Types and Affordable Housing Opportunities
4. Create a Safe and Connected Multimodal Transportation Network
5. Support Walkability and Livable Neighborhoods
6. Protect Coastal Resources and Expand Public Access
7. Sustain and Strengthen Sand City's Retail and Commercial Hub
8. Honor Sand City's Industrial Heritage While Nurturing the West End's Evolution
9. Manage Parking Strategically to Support a Growing District
10. Promote Sustainable and Livable Development

B. GUIDING PRINCIPLES WORKSHOP

On August 26, 2026, staff held a community workshop to review the draft Guiding Principles with residents, business owners, and other stakeholders. Workshop participants provided valuable feedback on the draft principles. Staff has compiled those redline edits below, organized by principle. The full redlined document is attached to this report.

Principle 1: Foster a Vibrant Mixed-Use Community

- Added language to extend the mixed-use focus beyond the West End to include the coast and the northern commercial areas of Sand City.

Principle 2: Celebrate Sand City's Arts and Creative Identity

- No changes proposed.

Principle 3: Expand a Diverse Mix of Housing Types and Affordable Housing Opportunities

- Added "affordable artist housing" to the list of housing types.
- Added flexible live/work spaces that let residents craft, create, and sell in the same location.
- Workshop comment: housing should work for artists and be affordable for artists.

Principle 4: Create a Safe and Connected Multimodal Transportation Network

- Added a sentence supporting infrastructure improvements that enhance the safety and appearance of public streets and corridors.
- Workshop comment: address safety and underground utility poles.

Principle 5: Support Walkability and Livable Neighborhoods

- Title revised to "Support Walkability and Healthy, Connected Neighborhoods."
- Added language tying walkability to the health and longevity of residents.
- Added language making streets and public spaces welcoming and accessible to people of all ages and abilities.
- Workshop comment: beautification, health, and longevity.

Principle 6: Protect Coastal Resources and Expand Public Access

- Added corridor linkages language in reference to wildlife habitat connectivity.

Principle 7: Sustain and Strengthen Sand City's Retail and Commercial Hub

- Added language on community stewardship, property maintenance, and reinvestment to protect the corridor's quality and completeness.
- Added social and gathering spaces to the list of visitor-serving uses.
- Added a new sentence supporting local businesses through incentives, local preference policies, and business incubation programs.

- Workshop comment: code enforcement, social gathering spaces, incentives for businesses, local preference, and business incubation.

Principle 8: Honor Sand City's Industrial Heritage While Nurturing the West End's Evolution

- Added maritime industries and canneries to the description of the City's industrial legacy.
- Added maker spaces and flexible spaces to the list of uses to encourage in the West End.
- Added a new closing sentence on celebrating the City's industrial and maritime heritage through public art, signage, city facilities, and community focal points.
- Workshop comment: highlight the industrial character through design, similar to the San Francisco Bayview neighborhood. Reference the City's maritime, fishing, and cannery history in city signage and facilities.

Principle 9: Manage Parking Strategically to Support a Growing District

- Title and scope broadened to "Invest in Infrastructure and Public Amenities to Support a Growing District," with parking management as one part of a broader infrastructure and amenities principle.
- Added new language on planning for and investing in infrastructure, amenities, and services needed to support the City's growth.
- Added a closing sentence on keeping public amenities, facilities, and services in pace with new development.
- Workshop comment: broaden this principle citywide and cover infrastructure needs for a growing city.

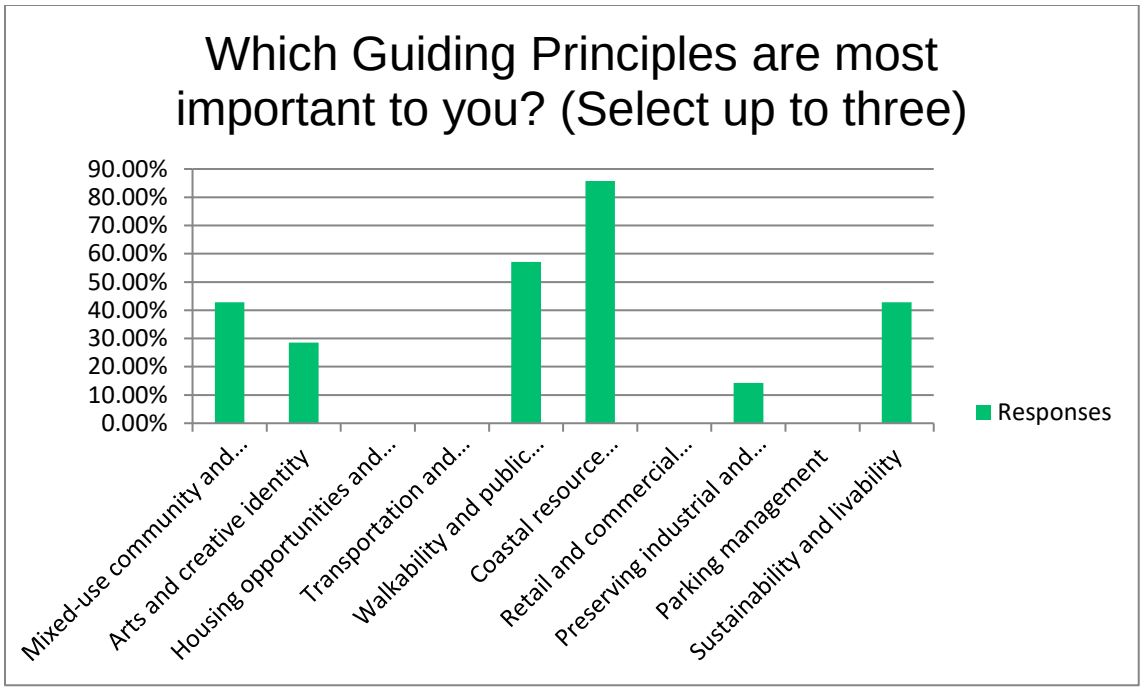
Principle 10: Promote Sustainable and Livable Development

- Added "resiliency" alongside environmental sustainability.
- Workshop note: add safety to this principle. This has been incorporated into the final principle language.

C. SURVEY SUMMARY

Olivia Sample, Consulting Planner with EMC Planning Group, compiled the results of the Guiding Principles Community Survey (7 total respondents representing a mix of residents, workers, business owners, and regular visitors).

Overall, 6 out of 7 respondents indicated that the draft Guiding Principles reflect their vision “very well” (3) or “somewhat well” (3), with one neutral response.



The figure above shows responses to the question asking respondents to identify their top-priority Guiding Principles. Coastal resource protection and public access drew the strongest support as a top priority (6 of 7 respondents), followed closely by walkability and public spaces (4 of 7). Mixed-use economic vitality and sustainability/livability tied for the next tier (3 of 7 each), while arts and creative identity was prioritized by two respondents.

When asked which principles need more attention or clarification (Question 5), coastal protection and sustainability / livability again stood out, while housing affordability, arts, and mixed-use vitality were each flagged by roughly 28% of respondents. Hard-copy responses reinforced coastal access as a top priority and echoed the desire for an expanded arts and maker community.

D. STAFF ANALYSIS

The draft Guiding Principles reflect the priorities identified in the City's recent plans and in past community input. The workshop redlines summarized in Section B refine and strengthen the principles. They do not change their overall direction as general, broad stroke direction for the more in-depth general plan update. Common themes across the redlines include a stronger emphasis on artists and maker spaces, health and accessibility, infrastructure and amenities, and the City's industrial and maritime heritage.

The survey results support the direction of the workshop redlines. Coastal resource protection is ranked as the top community priority, which supports keeping Principle 6 focused and strong even though no substantive workshop redlines were proposed for it. The strong survey support for walkability and public spaces supports the workshop's

expansion of Principle 5 to address health, longevity, and accessibility for all ages and abilities. The survey's consistent desire for an expanded arts scene supports the workshop's addition of affordable artist housing and maker and flexible spaces in Principles 3 and 8. Sustainability and livability was a top-tier priority in the survey, which supports Principle 10's addition of both safety and resiliency to coastal and other natural hazards.

Based on this alignment between the workshop redlines and the survey results, staff recommends that the City Council adopt the Guiding Principles as presented in the attached Final Guiding Principles, which incorporate the workshop redlines summarized in Section B. The attached Draft Resolution gives staff discretion to make minor, non-substantive edits to the Guiding Principles as necessary prior to their incorporation into the General Plan Update.

E. CEQA RECOMMENDATION

The Guiding Principles are a policy framework and do not commit the City to any specific project. Consistent with CEQA Guidelines Section 15378, adoption of the Guiding Principles is not a project under CEQA, and no further environmental review is required at this stage.

F. FISCAL IMPACT

There is no fiscal impact associated with this item. All work is covered under the City's existing contract with EMC for the General Plan Update.

G. STAFF RECOMMENDATION

1. Staff recommends that the City Council adopt a resolution approving the Sand City 2050 General Plan Update Guiding Principles, incorporating the workshop redlines and refinements described in Section D.

H. ATTACHMENTS

1. Resolution No. 26-
2. Exhibit A: Final 2050 GPU Guiding Principles
3. Draft Guiding Principles Redlined for Reference
4. Draft Guiding Principles Community Survey and Sand City Survey Data Write-Up

CITY OF SAND CITY
RESOLUTION SC NO. 26-___, 2026

RESOLUTION OF THE CITY COUNCIL OF SAND CITY ADOPTING THE GUIDING PRINCIPLES FOR THE SAND CITY 2050 GENERAL PLAN UPDATE

WHEREAS, the City of Sand City is preparing a comprehensive update to its General Plan, known as the Sand City 2050 General Plan Update ("GPU"); and

WHEREAS, the draft Guiding Principles for the GPU build on the City's recent planning efforts, including the Vibrancy Plan (2019), the Sustainable Transportation Plan (2021), the West End Parking Plan (2023), and the 6th Cycle Housing Element (2024); and

WHEREAS, City staff and the City's consultant, EMC Planning Group, drew from these adopted plans and from prior community input to prepare ten draft Guiding Principles to guide the GPU; and

WHEREAS, on August 26, 2026, City staff held a community workshop to review the draft Guiding Principles with residents, business owners, and other stakeholders, and incorporated the resulting feedback into the Guiding Principles; and

WHEREAS, the City conducted a Guiding Principles Community Survey to confirm that the draft Guiding Principles reflect community priorities, the results of which are summarized in the staff report accompanying this Resolution; and

WHEREAS, the Guiding Principles are a policy framework that does not commit the City to any specific project, and adoption of the Guiding Principles is not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378, such that no further environmental review is required at this stage; and

WHEREAS, the City Council has reviewed the staff report dated October 20, 2026, and the final Guiding Principles attached to this Resolution as **Exhibit A**, and desires to adopt the Guiding Principles for use in preparing the Sand City 2050 General Plan Update;

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

1. Recitals. The above recitals are true and correct and are incorporated into this Resolution.

2. Adoption of Guiding Principles. The City Council hereby adopts the Guiding Principles for the Sand City 2050 General Plan Update, attached to this Resolution as Exhibit A, to help guide the policies, land use decisions, and programs of the GPU.

3. Staff Discretion. Staff is authorized to make minor, non-substantive edits to the Guiding Principles, such as corrections to formatting, grammar, or numbering, as necessary prior to their incorporation into the General Plan Update, provided that any such edits do not alter the substance or intent of the Guiding Principles as adopted.

4. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Sand City this 20th day of October, 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
Mary Ann Carbone, Mayor

ATTEST:
DATED: _____

_____
Kerry Lindstrom, City Clerk

Exhibit A: Sand City 2050 General Plan Update Guiding Principles

Guiding Principles

1. Foster a Vibrant Mixed-Use Community

Support the continued evolution of Sand City as a vibrant mixed-use community that integrates residential, commercial, arts, entertainment, and visitor-serving uses, particularly in the West End and other key activity areas, including along the coast and the northern commercial areas of Sand City.

2. Celebrate Sand City's Arts and Creative Identity

Preserve and strengthen Sand City's distinctive identity as an arts-centered and maker-oriented community by supporting artists, creative businesses, maker spaces, public art, and opportunities for live/work spaces and cultural activity.

3. Expand A Diverse Mix of Housing Types and Affordable Housing Opportunities

Promote the development of a broader range of housing types—including apartments, townhomes, accessory dwelling units, live/work units, affordable artist housing, and senior housing, as well as flexible spaces that allow residents to craft, create, and sell within the same location—to increase housing supply, improve affordability, and accommodate households of different incomes and life stages.

4. Create a Safe and Connected Multimodal Transportation Network

Enhance walking, bicycling, transit, and vehicular connections within Sand City and to surrounding communities, to improve safety, accessibility, and mobility for residents, workers, and visitors. Support infrastructure improvements where feasible that enhance the safety and appearance of public streets and corridors.

5. Support Walkability and Healthy, Connected Neighborhoods

Create a primary pedestrian corridor and a cohesive network of walking trails and bicycle paths, along with designing streets, public spaces, and development patterns that promote walkability, encourage social interaction, and support the health and longevity of residents. Create environments in the City that integrate landscaping, shade, human-scale design, with connected corridors linking residents and visitors to jobs, parks, businesses, and the coastline in ways that are welcoming and accessible to people of all ages and abilities.

6. Protect Coastal Resources and Expand Public Access

Protect and preserve Sand City's coastal habitats, dunes, and other sensitive natural resources while supporting responsible public access to the coastline. Encourage improvements that expand recreational opportunities, enhance connections to regional trail systems, and integrating habitat-

sensitive landscaping and design, allowing residents and visitors to experience the City's natural environment in a manner that is both enjoyable and environmentally responsible.

7. Sustain and Strengthen Sand City's Retail and Commercial Hub

Sand City's major retail and shopping center corridor is the economic engine of the City, generating the sales tax revenue that funds municipal services and community investments. Support the long-term viability of this corridor by creating flexible land use and development frameworks that adapt to evolving retail trends, attract new commercial and visitor-serving uses, and encourage reinvestment in existing properties including community stewardship through property maintenance that protects the quality and completeness of the corridor. Promote social and gathering spaces, hotels, entertainment, dining, and other visitor-serving uses that leverage the City's coastal location. Support local businesses through incentives, local preference policies, and business incubation programs that help new and emerging enterprises get established and grow within Sand City.

8. Honor Sand City's Industrial Heritage While Nurturing the West End's Evolution

Sand City's identity was shaped by its business and industrial community — a legacy of craftspeople, maritime industries, canneries, manufacturers, and service businesses that established the City's economic foundation. As the West End continues to evolve toward mixed-use, residential, and creative uses, the City will work to ensure this transition preserves space and opportunity for makers, trade, and other established businesses that continue to contribute to the community. Encourage the growth of arts, flexible spaces, live/work, and creative enterprises alongside existing uses, maintaining the affordability and flexibility that have long supported Sand City's entrepreneurial character and allowed a diverse range of businesses and residents to thrive. Celebrate Sand City's industrial and maritime heritage through public art, signage, city facilities, and community focal points that honors the past while shaping a distinctive identity for the future.

9. Invest in Infrastructure and Public Amenities to Support a Growing District

Plan for and invest in the infrastructure, public amenities, and services needed to support Sand City's continued growth and evolution as a vibrant mixed-use district. Improve the efficiency, availability, and management of parking resources through shared parking strategies, demand-based strategies, and targeted expansion where needed to support businesses, residents, and visitors. Ensure that public amenities, facilities, and services keep pace with new development and the changing needs of the community, creating a district that is functional, welcoming, and well-maintained for all who live, work, and visit.

10. Promote Sustainable and Livable Development

Encourage development patterns and infrastructure investments that support environmental sustainability, safety and resiliency to coastal and natural hazards, reduce reliance on automobile travel, enhance public spaces, and improve overall quality of life for residents, workers, and visitors.

SAND CITY
GENERAL PLAN UPDATE 2050

~~Draft~~ Guiding Principles

1. Foster a Vibrant Mixed-Use Community

Support the continued evolution of Sand City as a vibrant mixed-use community that integrates residential, commercial, arts, entertainment, and visitor-serving uses, particularly in the West End and other key activity areas, including along the coast and the northern commercial areas of Sand City.

2. Celebrate Sand City's Arts and Creative Identity

Preserve and strengthen Sand City's distinctive identity as an arts-centered and maker-oriented community by supporting artists, creative businesses, maker spaces, public art, and opportunities for live/work spaces and cultural activity.

3. Expand A Diverse Mix of Housing Types and Affordable Housing Opportunities

Promote the development of a broader range of housing types—including apartments, townhomes, accessory dwelling units, live/work units, affordable artist housing, and senior housing, as well as flexible spaces that allow residents to craft, create, and sell within the same location—to increase housing supply, improve affordability, and accommodate households of different incomes and life stages.

Comment: housing that works for artists and is affordable for artists.

4. Create a Safe and Connected Multimodal Transportation Network

Enhance walking, bicycling, transit, and vehicular connections within Sand City and to surrounding communities, to improve safety, accessibility, and mobility for residents, workers, and visitors. Support infrastructure improvements where feasible that enhance the safety and appearance of public streets and corridors.

Comments: Safety and underground utility poles.

5. Support Walkability and ~~Livable~~Healthy, Connected Neighborhoods

Create a primary pedestrian corridor and a cohesive network of walking trails and bicycle paths, along with designing streets, public spaces, and development patterns that promote walkability, encourage social interaction, and support the health and longevity of residents. Create environments in the City that ~~create welcoming environments integrating~~ integrate landscaping, shade, human-scaled design, with connected corridors linking residents and visitors to jobs, parks,

businesses, and the coastline in ways that are welcoming and accessible to people of all ages and abilities.

Comments: beautification, health, and longevity.

6. Protect Coastal Resources and Expand Public Access

Protect and preserve Sand City's coastal habitats, dunes, and other sensitive natural resources while supporting responsible public access to the coastline. Encourage improvements that expand recreational opportunities, enhance connections to regional trail systems, and integrating habitat-sensitive landscaping, ~~and~~ design and corridor linkages that support ~~, allowing residents and visitors to experience~~ the City's natural environment. These improvements should allow residents and visitors to experience the City's natural ~~in~~environment in a ~~manner~~ way that is ~~both~~ enjoyable and environmentally responsible.

7. Sustain and Strengthen Sand City's Retail and Commercial Hub

Sand City's major retail and shopping center corridor is the economic engine of the City, generating the sales tax revenue that funds municipal services and community investments. Support the long-term viability of this corridor by creating flexible land use and development frameworks that adapt to evolving retail trends, attract new commercial and visitor-serving uses, and encourage reinvestment in existing properties. including community stewardship through property maintenance that protects the quality and completeness of the corridor. Promote social and gathering spaces, hotels, entertainment, dining, and other visitor-serving uses that leverage the City's coastal location ~~and draw customers and investment to the corridor for decades to come~~. Support local businesses through incentives, local preference policies, and business incubation programs that help new and emerging enterprises get established and grow within Sand City.

Comment: social gathering spaces, incentives for businesses, local preference, business and local incubation.

8. Honor Sand City's Industrial Heritage While Nurturing the West End's Evolution

Sand City's identity was shaped by its business and industrial community — a legacy of craftspeople, maritime industries, canneries, manufacturers, and service businesses that established the City's economic foundation. As the West End continues to evolve toward mixed-use, residential, and creative uses, the City will work to ensure this transition preserves space and opportunity for maker, trade, and other established businesses that continue to contribute to the community. Encourage the growth of arts, flexible spaces, live/work, and creative enterprises alongside existing uses, maintaining the affordability and flexibility that have long supported Sand City's entrepreneurial character and allowed a diverse range of businesses and residents to thrive. Celebrate Sand City's industrial and maritime heritage through public art, signage, city facilities, and community focal points that honors the past while shaping a distinctive identity for the future.

Comments: Art and maker space. Example San Francisco Bayview neighborhood that highlights the industrial character with industrial design. City signs, public facilities, etc. can pay tribute to the city's past origins with maritime and fisherman / canneries.

9. Invest in Infrastructure and Public Amenities ~~Manage Parking Strategically~~ to Support a Growing District

Plan for and invest in the infrastructure, public amenities, and services needed to support Sand City's continued growth and evolution as a vibrant mixed-use district. Improve the efficiency, availability, and management of parking resources ~~in the West End and other activity areas~~ through shared parking strategies, demand-based strategies, and targeted expansion where needed to support businesses, residents, and visitors. Ensure that public amenities, facilities, and services keep pace with new development and the changing needs of the community, creating a district that is functional, welcoming, and well-maintained for all who live, work, and visit.

10. Promote Sustainable and Livable Development

Encourage development patterns and infrastructure investments that support environmental sustainability, safety and resiliency to coastal and natural hazards, reduce reliance on automobile travel, enhance public spaces, and improve overall quality of life for residents, workers, and visitors.

CITY OF SAND CITY

Sand City 2050 General Plan Update

Guiding Principles Community Survey: Results and Write-Up

Survey Write-Up

Guiding Principles Community Survey (7 respondents): This smaller but engaged sample included a mix of residents, workers, business owners, and regular visitors. Overall, respondents supported the draft Guiding Principles, with 100 percent indicating that the principles reflect their vision either “very well” or “somewhat well.” Coastal resource protection and public access drew the strongest support as a priority, cited by 6 of 7 respondents, followed by walkability and public spaces. Mixed-use economic vitality and sustainability and livability tied together. Arts and creative identity were also named among the top principles by a meaningful share of respondents, reinforcing the arts and culture theme seen in other engagement methods. When asked which principles need more attention or clarification, coastal protection again stood out, alongside sustainability and livability, and a roughly even split flagged housing affordability, arts and creative identity, and mixed-use vitality as needing further definition.

In addition to the digital survey, the City also received hard copy responses to the Guiding Principles Community Survey. Respondents in the hard copy responses expressed a strong emphasis on access to coastal resources, reinforcing this as a top priority across both survey formats. Written responses also showed a desire for an expanded arts scene in the city, further supporting arts and creative identity as a consistent community value throughout the engagement process.

Survey Results by Question

The tables below present the digital survey results (7 respondents). Percentages are rounded to the nearest whole number. Hard copy responses are reflected qualitatively in the write-up above and are not included in the tables, since they were not collected on the same answer choices.

Question 1: How would you describe your relationship to Sand City? (Select all that apply.)

Answer Choice	Responses	Count
I live in Sand City	43%	3
I work in Sand City	29%	2
I own a business in Sand City	14%	1
I visit Sand City regularly	29%	2
Other	14%	1

Answered: 7 Skipped: 0

Question 2: Have you participated in any previous Sand City planning efforts, such as the Vibrancy Plan or Housing Element process?

Answer Choice	Responses	Count
Yes	14%	1
No	71%	5
Not sure	14%	1

Answered: 7 Skipped: 0

Question 3: Overall, how well do the draft Guiding Principles reflect your vision for the future of Sand City?

Answer Choice	Responses	Count
Very well	43%	3
Somewhat well	43%	3
Neutral	14%	1

Answer Choice	Responses	Count
Not very well	0%	0
Not at all	0%	0

Answered: 7 Skipped: 0

Question 4: Which Guiding Principles are most important to you? (Select up to three.)

Answer Choice	Responses	Count
Coastal resource protection and public access	86%	6
Walkability and public spaces	57%	4
Mixed-use community and economic vitality	43%	3
Sustainability and livability	43%	3
Arts and creative identity	29%	2
Preserving industrial and maker spaces	14%	1
Housing opportunities and affordability	0%	0
Transportation and mobility improvements	0%	0
Retail and commercial sustainability	0%	0
Parking management	0%	0

Answered: 7 Skipped: 0

Question 5: Are there any Guiding Principles you believe should receive additional attention or clarification? (Select all that apply.)

Answer Choice	Responses	Count
Coastal resource protection and public access	57%	4
Sustainability and livability	43%	3
Mixed-use community and economic vitality	29%	2
Arts and creative identity	29%	2
Housing opportunities and affordability	29%	2
Walkability and public spaces	29%	2
None — I'm satisfied with all of them	29%	2
Transportation and mobility improvements	14%	1
Parking management	14%	1
Retail and commercial sustainability	0%	0
Preserving industrial and maker spaces	0%	0

One respondent (14%) also provided a written explanation with this question.

Answered: 7 Skipped: 0

Question 6: What is missing from the draft Guiding Principles, or what single change would you most like to see in Sand City over the next 25 years? (Open-ended)

This was an open-ended question. All 7 respondents provided a written response. The themes from these responses, including the emphasis on coastal access and a desire for an expanded arts scene, are summarized in the write-up above.

Answered: 7 Skipped: 0