

City of Salinas

200 Lincoln Ave., Salinas, CA 93901

www.cityofsalinas.org



Meeting Agenda - Final

Tuesday, November 14, 2023

4:00 PM

SALINAS ROTUNDA

City Council

Mayor Kimbley Craig

Councilmembers:

Carla Viviana González, District 1 - Tony Barrera, District 2

Steve McShane, District 3 - Orlando Osornio, District 4

Andrew Sandoval, District 5 - Anthony Rocha, District 6

Jim Pia, Interim City Manager

Christopher A. Callihan, City Attorney

City Clerk's Office: (831) 758-7381

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626 6799 US (Chicago) +1 360 209 5623 US +1 386 347 5053 US**

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PLEDGE OF ALLEGIANCE**ROLL CALL****PROCLAMATION**

Small Business Saturday

PUBLIC COMMENT PROCEDURES

If you wish to make a general public comment or comment on a specific agenda item, you are encouraged to attend the City Council meeting in person. Public comment may also be submitted via email at PublicComment@ci.salinas.ca.us and will be entered into the record.

PUBLIC COMMENT TIME RESTRICTIONS

Public comments generally are limited to two minutes per speaker; the Mayor may further limit the time for public comments depending on the agenda schedule.

GENERAL PUBLIC COMMENTS

Receive public communications on items that are not on the agenda and that are in the City of Salinas' subject matter jurisdiction. Comments on Consent, Consideration, and Closed session items should be held until the items are reached. The public may request that the legislative body consider adding an item for consideration on a future agenda. The public may comment on scheduled agenda items, including closed session items, as they are considered.

CONSIDERATION

[ID#23-698](#)

Exception to the CalPERS 180-Day Wait Period

Recommendation: Approve a Resolution approving an exception to the 180-day wait period for hiring retired CalPERS member Manuel Martinez as Interim Chief of Police.

[ID#23-699](#) **California Senate Bill 329 (Dodd): City Council Compensation**

Recommendation: Consider adopting an Ordinance amending the Salinas Municipal Code to increase compensation for the Mayor and City Council Members.

CONSENT AGENDA

All matters listed under Consent Agenda may be enacted by one motion unless a member of the Council or the public requests discussion or a separate vote.

[ID#23-705](#) **Minutes**

Recommendation: Approve minutes of November 7, 2023.

[ID#23-702](#) **Financial Claims**

Recommendation: Approve financial claims report.

[ID#23-653](#) **2nd reading, Zoning Code Amendment 2023-001; Amend Zoning Code Section 37-50.090 (Fences, Walls, and Hedges) of Chapter 37 of the Salinas Municipal Code (Zoning Code) to modify the application process for electrically-charged wires and fences in the Industrial General (IG) Zoning District and other subsections of Section 37-50.090**

Recommendation: Consider finding Zoning Code Amendment 2023-001 categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15305 and adopt an Ordinance amending Chapter 37 of the Salinas Municipal Code (Zoning Code) to modify the application process for electrically-charged wires and fences in the Industrial General (IG) Zoning District and other subsections of Section 37-50.090.

[ID#23-634](#) **2nd reading, Ordinance amending Chapter 5, Article VII of the Salinas Municipal Code; Cannabis Regulations**

Recommendation: Consider Ordinance Amendment 2023-001 exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) and to adopt an Ordinance amending Cannabis regulations Chapter 5, Article VII of the Salinas Municipal Code.

[ID#23-662](#) **Amendment No. 1 to the Master Service Agreement for Professional Services between the City of Salinas and with CSG Consultants, Inc.**

Recommendation: Approve a Resolution authorizing Amendment No. 1 to a Master Service Agreement for Professional Services between the City of Salinas and CSG Consultants, Inc. in the amount not to exceed \$882,042 to provide design, inspection, project management, construction management, labor compliance and environmental services for various capital improvement projects; and authorize the Interim City Manager or designee to execute and approve Amendment No. 1.

[ID#23-657](#) **Amendment No. 1 to Agreement for Professional Services with CSG Consultants, Inc.**

Recommendation: Approve a Resolution authorizing the Mayor to execute Amendment No. 1 to the Agreement for Professional Services with CSG Consultants, Inc. to increase the total not to exceed compensation amount to \$750,000.

[ID#23-658](#) **ProjectDox ePlan Renewal and Service Agreements with Avolve Software, Inc.**

Recommendation: Approve a Resolution authorizing the City Manager or designee to negotiate and execute a Year Three ProjectDox ePlan Renewal and corresponding Service Agreements with Avolve Software, Inc. for an amount not to exceed \$138,000 through December 2024.

[ID#23-667](#) **East Market Street Cycle Track Quick Build Project**

Recommendation: Approve a Resolution approving the plans and specifications for the East Market Street Cycle Track Quick Build Project; and awarding a contract to Coastal Paving & Excavating in the amount of \$204,700.00.

[ID#23-679](#) **Catalis (QAlert) Subscription Renewal**

Recommendation: Approve a Resolution authorizing the subscription renewal with Catalis in the amount of \$61,689.59 to provide the City's request management solution (QAlert) for the period of January 1, 2024 to June 30, 2025.

COUNCILMEMBERS' REPORTS, APPOINTMENTS AND FUTURE AGENDA ITEMS

Receive communication from Councilmembers on reports, appointments and future agenda items. Councilmember comments are generally limited to three minutes.

CLOSED SESSION

*Receive public communications from the audience on Closed session items.
The City Council will recess to closed session pursuant to:*

- [ID#23-687](#)
- a. **Public Employee Appointment** - California Government Code Section 54957(b)(1), City Manager
 - b. **Pending Litigation** - California Government Code Section 54956.9(d)(1), conference with legal counsel regarding, Santa Rita Union High School District, et al. v. City of Salinas et al., Monterey County Superior Court Case No. 20CV000242.
 - c. **Pending Litigation** - California Government Code Section 54956.9(d)(1), conference with legal counsel regarding, Alisal Union School District, et al. v. City of Salinas, et al., Monterey County Superior Court Case No. 20CV00340.

ADJOURNMENT

Patricia M. Barajas, City Clerk

AGENDA MATERIAL / ADDENDUM

Any addendums will be posted within 72 hours of regular meetings or 24 hours of special meetings and in accordance with Californian Government Code Section 54954.2 and 54956. City Council agenda reports and other writings distributed to the legislative body may be viewed at the Salinas City Clerk's Office, 200 Lincoln Avenue, Salinas, and are

posted on the City's website at www.cityofsalinas.org in accordance with California Government Code section 54597.5. The City Council may take action that is different than the proposed action reflected on the agenda.

Disability-related modification or accommodation, including auxiliary aids or services, may be requested by any person with a disability who requires a modification or accommodation in order to participate in the meeting. Language interpretation may be requested as soon as possible but by no later than 5 p.m. of the last business day prior to the meeting. Requests should be referred to the City Clerk's Office At 200 Lincoln Avenue, Salinas, 758-7381, as soon as possible but by no later than 5 p.m. of the last business day prior to the meeting. Hearing impaired or TTY/TDD text telephone users may contact the city by dialing 711 for the California Relay Service (CRS) or by telephoning any other service providers' CRS telephone number.

PUBLIC NOTIFICATION

This agenda was posted on November 9, 2023 in the Salinas Rotunda and City's website.

Meetings are streamed live at <https://salinas.legistar.com/Calendar.aspx>, televised live on Comcast Channel 25 and on <http://www.youtube.com/thesalinaschannel> at 4:00 p.m. on the date of the regularly scheduled meeting and will be broadcast throughout the day on Friday, Saturday, Monday and Wednesday following the meeting. For the most up-to-date Broadcast Schedule for The Salinas Channel on Comcast 25, please visit or subscribe to our Google Calendar located at <http://tinyurl.com/SalinasChannel25>. All past City Council meetings may also be viewed on the Salinas Channel on YouTube at <http://www.youtube.com/thesalinaschannel>.



City of Salinas

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Legislation Text

File #: ID#23-698, **Version:** 1

Exception to the CalPERS 180-Day Wait Period

Approve a Resolution approving an exception to the 180-day wait period for hiring retired CalPERS member Manuel Martinez as Interim Chief of Police.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: November 14, 2023

DEPARTMENT: HUMAN RESOURCES

FROM: Marina Horta-Gallegos, Director

TITLE: EXCEPTION TO THE CALPERS 180-DAY WAIT PERIOD

RECOMMENDED MOTION:

A motion for a Resolution approving an exception to the 180-day wait period for hiring retired CalPERS member Manuel Martinez as Interim Chief of Police.

EXECUTIVE SUMMARY:

Staff recommend that the City Council approve the Resolution for an exception to the 180-day wait period for hiring a retired annuitant as an Interim Chief of Police pursuant to Government Code sections 7522.56, 21221 and 21224.

BACKGROUND:

The Public Employees' Pension Reform Act of 2013 (PEPRA) made substantial changes to the public employee pension laws in California. One of those changes required retired annuitants to be separated from employment for at least 180 days before returning to work for an employer in the same retirement system from which they receive a pension. An exception may be made if the governing body adopts a resolution to waive the waiting period for separation. The waiver allows an employer to hire a retired annuitant to perform work of limited duration, such as the elimination of backlogs, limited term special projects, and work that is in excess of what regular staff can reasonably perform.

Police Services has a number of vacancies and anticipates another vacancy with the upcoming retirement of Assistant Chief of Police Manuel Martinez. The City is temporarily in need of a qualified person to perform the duties of Chief of Police on a limited term basis while Chief of Police, Roberto Filice, is out of the office between December 19, 2023, and January 11, 2024. Manuel Martinez will be appointed acting Chief of Police, effective December 19, 2023, until his retirement on December 30, 2023, at which time he will then be appointed Interim Chief of Police as a retired annuitant until January 11, 2024.

As a retired annuitant, Mr. Martinez will be limited to no more than 960 work hours per fiscal year.

CEQA CONSIDERATION:

Not a Project. The City of Salinas has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378).

STRATEGIC PLAN INITIATIVE:

The proposed action meets the Effective and Culturally Responsive Government Council goal.

DEPARTMENTAL COORDINATION:

The Human Resources Department coordinated with Police Services.

FISCAL AND SUSTAINABILITY IMPACT:

No impact on the approved fiscal year operating budget is anticipated.

ATTACHMENTS:

Resolution
Appointment Letter
Salary Schedule

A RESOLUTION APPROVING EXCEPTION TO THE 180-DAY WAITING PERIOD TO HIRE A CALPERS RETIRED ANNUITANT IN ACCORDANCE WITH GOVERNMENT CODE SECTIONS 7522.56, 21221 AND 21224

WHEREAS, in compliance with Government Code Section 7522.56, the City of Salinas must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since his or her retirement date; and

WHEREAS, Manuel Martinez, CalPERS ID 6494397543, will retire from the City of Salinas, Police Services, from the position of Assistant Chief of Police, effective December 30, 2023; and

WHEREAS, Section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is June 28, 2024, without this certification;

WHEREAS, Section 7522.56 provides that this exception to the 180-day waiting period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the City of Salinas and Manuel Martinez certify that Manuel Martinez has not and will not receive a Golden Handshake or any other retirement related incentive; and

WHEREAS, the City Council/City of Salinas hereby appoints Manuel Martinez as an extra-help retired annuitant to perform duties of a Chief of Police, for the City of Salinas Police Services under Government Code Section 21224 and 21221(g), effective December 30, 2023;

WHEREAS, the entire employment agreement, contract or appointment document between Manuel Martinez and the City of Salinas has been reviewed by this body and is attached herein; and

WHEREAS, no matters, issues, terms, or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position currently is \$19,302 and the hourly equivalent is \$111.3580, and the minimum base salary for this position currently is \$15,123 and the hourly equivalent is \$87.2492; and

WHEREAS, the hourly rate paid to Manuel Martinez will be \$108.1763; and

WHEREAS, Manuel Martinez has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate; and

THEREFORE, BE IT RESOLVED THAT the City Council hereby certifies the nature of the appointment of Manuel Martinez as described herein and detailed in the attached appointment document and that his appointment is necessary to fill the critically needed position of Chief of Police for the City of Salinas by December 30, 2023, and through January 11, 2024.

PASSED AND ADOPTED this 14th day of November 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Kimbley Craig, Mayor

ATTEST:

Patricia Barajas, City Clerk

Current

Benefit			Step 1	Step 1	Step 2	Step 2
Group	Grade	Position	Hourly	Monthly	Hourly	Monthly
14	14.1014	Assistant Chief of Police	85.2211	14,772	89.4848	15,511
14	14.1013	Chief of Police	87.2492	15,123	91.6140	15,880
14	14.1022	Community Development Dir	72.2152	12,517	75.8286	13,144
14	14.1025	Finance Director	70.8137	12,274	74.3537	12,888
14	14.1016	Fire Chief	86.4950	14,992	90.8254	15,743
14	14.1027	Human Resources Director	69.4390	12,036	72.9126	12,638
14	14.1028	Lib/Community Svc Dir	69.4390	12,036	72.9126	12,638
14	14.1019	Public Works Director	72.2152	12,517	75.8286	13,144

Pay Period Inclusive of January 1, 2024

Benefit			Step 1	Step 1	Step 2	Step 2
Group	Grade	Position	Hourly	Monthly	Hourly	Monthly
14	14.1014	Assistant Chief of Police	86.9255	15,067	91.2745	15,821
14	14.1013	Chief of Police	88.9942	15,426	93.4463	16,197
14	14.1022	Community Development Dir	73.6595	12,768	77.3452	13,407
14	14.1025	Finance Director	72.2300	12,520	75.8408	13,146
14	14.1016	Fire Chief	88.2249	15,292	92.6419	16,058
14	14.1027	Human Resources Director	70.8278	12,277	74.3709	12,891
14	14.1028	Lib/Community Svc Dir	70.8278	12,277	74.3709	12,891
14	14.1019	Public Works Director	73.6595	12,768	77.3452	13,407

Step 3 Hourly	Step 3 Monthly	Step 4 Hourly	Step 4 Monthly	Step 5 Hourly	Step 5 Monthly	Step 6 Hourly	Step 6 Monthly
93.9622	16,287	98.6536	17,100	103.5913	17,956	108.7709	18,854
96.1923	16,673	101.0040	17,507	106.0552	18,383	111.3580	19,302
79.6140	13,800	83.5991	14,491	87.7769	15,215	92.1657	15,975
78.0665	13,532	81.9720	14,208	86.0699	14,919	90.3734	15,665
95.3683	16,531	100.1371	17,357	105.1449	18,225	110.4021	19,136
76.5588	13,270	80.3913	13,934	84.4093	14,631	88.6298	15,362
76.5588	13,270	80.3913	13,934	84.4093	14,631	88.6298	15,362
79.6140	13,800	83.5991	14,491	87.7769	15,215	92.1657	15,975

Step 3 Hourly	Step 3 Monthly	Step 4 Hourly	Step 4 Monthly	Step 5 Hourly	Step 5 Monthly	Step 6 Hourly	Step 6 Monthly
95.8414	16,613	100.6267	17,442	105.6631	18,315	110.9463	19,231
98.1161	17,007	103.0241	17,858	108.1763	18,751	113.5852	19,688
81.2063	14,076	85.2711	14,780	89.5324	15,519	94.0090	16,295
79.6278	13,802	83.6114	14,493	87.7913	15,217	92.1809	15,978
97.2757	16,861	102.1398	17,704	107.2478	18,590	112.6101	19,519
78.0900	13,536	81.9991	14,213	86.0975	14,924	90.4024	15,670
78.0900	13,536	81.9991	14,213	86.0975	14,924	90.4024	15,670
81.2063	14,076	85.2711	14,780	89.5324	15,519	94.0090	16,295



City of Salinas

HUMAN RESOURCES • 200 Lincoln Avenue • Salinas, California 93901

(831) 758-7254 • (831) 758-7941 (fax) • www.cityofsalinas.org

November 14, 2023

To: Manuel Martinez, Retired Annuitant
From: Marina Horta-Gallegos, Human Resources Director
Re: Retired Annuitant appointment as Interim Chief of Police

This letter confirms your appointment as a Retired Annuitant – Interim Chief of Police. You may commence work as a Retired Annuitant on December 30, 2023, or as soon thereafter as practical. Your hourly rate will be \$108.1763.

As a CalPERS retired annuitant, you may fill this temporary, non-benefited position, as you have specialized skills needed in performing work of limited duration. Temporary part-time positions with the City are “at-will” and, as a CalPERS retired annuitant, you may not work more than 960 hours in a fiscal year. The maximum 960 hours apply to all hours worked for all CalPERS employers combined. You are responsible for monitoring compliance with this work limit. Retiree employment found to be in violation of CalPERS laws and regulations (unlawful employment) can result in mandatory reinstatement from retirement, reimbursement of retirement allowances, contributions for post-retirement earnings, and administrative penalties.

A CalPERS retiree can work for CalPERS employer under certain circumstances. Please refer to the CalPERS publication titled, “A Guide to CalPERS Employment After Retirement” available on the CalPERS website [California Public Employees' Retirement System - CalPERS](http://www.calpers.org/California-Public-Employees-Retirement-System-CalPERS). You are encouraged to review the Public Employees’ Retirement Law (Government Code section 20000 et seq.) and the Public Employees’ Pension Reform Act of 2013 (Government Code section 7522 et seq.). If you require further clarification, please contact CalPERS at (888) 225-7377.

Please sign and return this document to City of Salinas Human Resources no later than December 30, 2023.

CERTIFICATION of CalPERS retired Annuitant:

I understand that I may only accept a temporary appointment by a CalPERS employer as a CalPERS retired annuitant as specifically allowed by law.

Reviewed and Acknowledged:

Manuel Martinez (Signature)

Date



City of Salinas

200 Lincoln Ave., Salinas,
CA 93901
www.cityofsalinas.org

Legislation Text

File #: ID#23-699, **Version:** 1

California Senate Bill 329 (Dodd): City Council Compensation

Consider adopting an Ordinance amending the Salinas Municipal Code to increase compensation for the Mayor and City Council Members.



**CITY OF SALINAS
CITY COUNCIL STAFF REPORT**

DATE: November 14, 2023

DEPARTMENT: CITY MANAGER'S OFFICE
CITY ATTORNEY'S OFFICE

FROM: JIM PIA, INTERIM CITY MANAGER
CHRISTOPHER A. CALLIHAN, CITY ATTORNEY

TITLE: CALIFORNIA SB 329 (DODD): CITY COUNCIL COMPENSATION

RECOMMENDED MOTION:

It is recommended that the City Council consider whether to amend the Salinas Municipal Code to increase Council member compensation.

EXECUTIVE SUMMARY:

On June 29, 2023, Governor Newsom signed SB 329 (Dodd) into law which amended Government Code section 36516 thereby allowing cities to adjust Council member compensation to reflect inflation as measured by the California Consumer Price Index. This legislation was intended to increase the compensation schedule for Council members in general law cities. SB 329 allows cities to increase the compensation to adjust for inflation in order to help keep city councils more diverse by allowing people from across different income levels to serve the public and support their families. Increases would require a majority vote of the City Council.

SB 329 requires that an ordinance to increase council member compensation be considered in an open session with at least two regular meetings. The ordinance must include findings demonstrating the need for the increased compensation and there must be at least seven days between the introduction and the adoption of the ordinance.

SB 329 goes into effect on January 1, 2024, meaning that should the Salinas City Council adopt an ordinance to increase Council member compensation, such increase could not take effect until January 1, 2024; however, the City Council can adopt such an ordinance now so that it may be effective January 1, 2024.

A copy of SB 329 is attached to this Report for reference.

The Finance Committee received a report on September 12, 2023, regarding Council member compensation and SB 329. The Finance Committee did not make a specific recommendation to the City Council whether to increase Council member compensation, but instead recommended

that this item be considered by the City Council only after the City had made progress toward approving new contracts with City labor groups.

BACKGROUND:

On June 29, 2023, Governor Newsom signed SB 329 into law, allowing general law cities to increase Council member compensation. The State Legislature (and the City of Salinas) last adjusted these amounts in 1984. Currently, Government Code section 36516 authorizes a City Council to enact an ordinance to provide each member of the city council a salary, with a maximum base limit based upon the population of the city in accordance with a specific schedule. Any increases in salary are also limited and cannot exceed 5% for each calendar year from the operative date of the last adjustment of the salary that is in effect when the increase is enacted.

SB 329 amends Government Code section 36516 to increase the maximum amount of salaries identified in the schedule. SB 329 also authorizes the salary of council members to be increased beyond the specified maximum to an amount not exceeding the greater of either 5% for each calendar year from the operative date of the last adjustment of the salary or an amount equal to inflation since January 1, 2024, based on the California Consumer Price Index (Not to exceed 10% per calendar year).

No ordinance can be enacted or amended to provide automatic future increases in salary and the electors can consider the question of whether city council members should receive a salary and the amount of the salary may be submitted to the electors. Any retirement, health and welfare benefits, federal social security benefits, or reimbursement for the actual and necessary expenses are not included for purposes of determining salary under section 36516.

Salinas is a charter city and, therefore, this new law applies to Salinas because Charter Section 5.3 authorizes the City Council to be compensated in an amount authorized by State law for cities of a similar size, with additional compensation for the Mayor:¹

Section 5.3 Compensation

The monthly salary of the Mayor and the members of the City Council shall be set by ordinance. The monthly salary shall not exceed the amount authorized by State law for cities of a similar size; provided however, that the salary of the Mayor may be set at a higher amount than the salary of the members of the City Council.

Salinas Municipal Code section 2-01.02 sets the current amounts of compensation for the Mayor and Council members:

Sec. 2-01.02. City Councilmember compensation.

¹ Charter Section 5.3 (formerly Section 9) was added to the City Charter by the voters at the November 6, 1984 election. A copy of Resolution No. 11970 declaring the results of the election is attached to this report for reference.

Members of the city council shall receive as compensation for their services a monthly salary of six hundred dollars each and the mayor shall receive a monthly salary of eight hundred dollars.

Compensation for the council and for the mayor may be increased beyond the amount provided for in this section by an ordinance or an amendment to this section, provided the total amount of compensation, and the percent of any increase, shall not exceed the compensation and increase as provided for in Government Code Section 36516.

Pursuant to Government Code section 36516(a)(2)(E), the compensation for Salinas Council members may be up to and \$2,550 per month, and may be increased beyond that if the increase does not exceed (1) an amount equal to 5% for each calendar year from the operative date of the last adjustment of the salary (not compounded); or (2) an amount equal to inflation since January 1, 2024, based on Consumer Price Index (CPI).

Currently, the Mayor receives an annual salary in the amount of \$9,600 and each Council member receives an annual salary in the amount of \$7,200, excluding benefits.² Combined, the annual salary for the Mayor and Council members is \$52,800, excluding benefits. Increasing each of the Mayor and Council members' salaries to the amount of \$2,550 per month would result in an annual salary for each in the amount of \$30,600. The combined annual salary for the Mayor and Council members would thus be increased by \$161,400 to \$214,200:

Position	Current Annual Salary (Mayor-\$800; Council members-\$600)	Increased Annual Salary (\$2,550 per month)
Mayor	\$9,600	\$30,600
Council member D1	\$7,200	\$30,600
Council member D2	\$7,200	\$30,600
Council member D3	\$7,200	\$30,600
Council member D4	\$7,200	\$30,600
Council member D5	\$7,200	\$30,600
Council member D6	\$7,200	\$30,600
Total	\$52,800	\$214,200

Examples from Other Cities.

The following is provided to inform the City Council of the amounts of compensation paid to Mayors and Council members from some other California cities:

City	Monthly Compensation—Monterey County Cities	Population
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² In addition to their monthly salary, the Mayor and Council members receive benefits including health care, retirement, auto allowance, Medicare and Social Security, and reimbursement of expenses.

Monterey ³	Mayor: \$1,417.50.	Council member: \$965.25	26,845
Soledad ⁴	Mayor: \$612	Council member: \$512	26,230
Greenfield	Mayor: \$481	Council member: \$361	19,917
King City	Mayor: \$450	Council member: \$350	13,817
Marina	Mayor: \$250	Council member: \$200	22,068
Seaside	Mayor: \$400	Council member: \$340	29,790
Gonzales	Mayor: \$400	Council member: \$400	8,300
Monthly Compensation--Comparator Cities⁵			
Monterey County	Supervisor: \$13,219 (full-time positions)		430,368
Santa Cruz County	Chair: \$11,901 (full-time positions)_	Supervisor: \$11,822	262,051
San Jose	Mayor: \$17,450 Council member: Varies from a range of \$12,203 to \$11,613 (full-time positions)		959,256
Sunnyvale	Mayor: \$3,884	Council member: \$2,913	156,317
Hayward	Mayor: \$3,474	Council member: \$2,081	159,800
Oxnard	Mayor: \$1,701	Council member: \$1,701	197,477
Gilroy	Mayor: \$1,475 (maximum)	Council member: \$984 (maximum)	60,078
Watsonville	Mayor: \$689	Council member: \$578	49,876
Hollister	Mayor: \$600	Council member: \$400	42,891

Options Available to the City Council.

Ultimately, the City Council has options: The City Council could choose not to increase City Council compensation, could choose not to increase City Council compensation at this time, or could choose to increase City Council compensation by a lesser than the maximum amount permitted.

This bill was sponsored by Cal Cities (formerly League of California Cities). A copy of Cal Cities' June 14, 2023, letter is attached to this Report for reference.

STRATEGIC PLAN INITIATIVE:

An increase to the City Council's compensation would support the City Council's Goal of an effective and culturally responsive government.

³ Effective January 1, 2024.

⁴ All of the salary figures for these six cities and population counts for all of the cities and counties in this chart are from 2022 and are taken from the California State Controller's "Government Compensation in California" website: <https://publicpay.ca.gov/Reports/PositionRpts.aspx?year=2022&rpt=1> .

Salinas's population is listed at 159,475.

⁵ The comparator cities are those used by the City of Salinas for its recent compensation survey.

DEPARTMENTAL COORDINATION:

The City Attorney's Office, City Manager's Office, City Clerk's Office, and Finance Department coordinated on this Report and draft Ordinance.

FISCAL AND SUSTAINABILITY IMPACT:

An increase to the City Council's compensation would have an impact to the City's General Fund. The total impact is dependent upon the increase approved by the City Council.

ATTACHMENTS:

Salinas City Council Resolution No. 11970
SB 329
Cal Cities' June 14, 2023, Letter to Governor Newsom
Draft Ordinance

ORDINANCE NO. _____ (N.C.S.)

AN ORDINANCE AMENDING SALINAS MUNICIPAL CODE SECTION 2-01.02 TO INCREASE COMPENSATION FOR THE MAYOR AND CITY COUNCIL MEMBERS

City Attorney Impartial Analysis

Consistent with Senate Bill 329 (Dodd), this Ordinance amends the Salinas Municipal Code to increase the compensation for the Mayor and City Council members.

WHEREAS, Salinas Charter Section 5.3 authorizes the City Council to be compensated in an amount permitted by State law for general law cities with the same population, with additional compensation for the Mayor; and

WHEREAS, Council members are currently receiving a monthly salary of \$600 and the Mayor \$800, with those amounts having been set in 1984; and

WHEREAS, on June 29, 2023, the Governor signed SB 329 into law, allowing for Council member pay increase in general law cities. The State Legislature last adjusted these amounts in 1984. Effective January 1, 2024, Government Code section 36516 authorizes up to \$2,550 per month, based on Salinas’s population; and

WHEREAS, under the new law, Council member salaries may be increased beyond \$2,550 per month if the increase does not exceed: (1) an amount equal to 5% for each calendar year from the last adjustment—in this case 1984 (not compounded); or (2) an amount equal to inflation since January 1, 2024, based on the CPI; and

WHEREAS, the City Council agrees with the author of SB 329, Senator Bill Dodd (D-Napa), that:

City Council members have one of the hardest jobs in California government. They deal with a wide range of issues, from street maintenance to emergency response duties. And all too often, they do this job with very little financial compensation. No one runs for City Council in order to make money. But the low levels of pay make it much harder for them to balance their careers and personal obligations with the calling to serve their community. The Legislature has not raised the base pay amounts for City Council members since 1984. It’s time those amounts caught up with the present economic reality, especially with the rapid increase in inflation we’ve seen recently. Raising the pay will also make it easier for members of marginalized communities to serve. City Councils should be reflective of the communities they represent, and I believe raising their compensation is an important step to achieving that equitable outcome.

WHEREAS, the City Council agrees with Cal Cities (formerly the League of California Cities), which supported SB 329 for the following reasons:

Lengthy time commitments and limited pay discourage many, especially low-income residents, single parents, people of color, and young people, from running for public office. For many, being a council member is a full-time commitment with part-time pay. Cal Cities is proud to sponsor this important legislation that lessens barriers for those interested in governing at the local level. This overdue reform is another tool communities can choose to use that can help ensure our city councils are reflective of the residents who live, work, and play in their communities.

WHEREAS, the cost of living in Salinas is extremely high.⁶ In August 2022, an editorial in the Monterey County Weekly urged increasing compensation for city elected officials⁷; and

WHEREAS, a first reading of this Ordinance was held on _____, 2023.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF SALINAS as follows:

SECTION 1. The above recitals are true and correct and are hereby incorporated and adopted as findings of the City Council as if fully set forth herein.

SECTION 2. Salinas Municipal Code section 2-01.02 is hereby amended to read as follows:

Sec. 2-01.02. City Councilmember compensation.

- a. Effective January 1, 2024, Members of the city council shall receive as compensation for their services a monthly salary of _____ dollars each and the mayor shall receive a monthly salary of _____ dollars.
- b. The compensation set forth in this subsection (a) is exclusive of any amounts paid by the city for retirement, health, and other benefits, provided that the same benefits are available and paid by the city for its employees.
- c. Compensation for the council and for the mayor may be increased beyond the amount provided for in this section by an ordinance or an amendment to this section, provided the total amount of compensation, and the percent of any increase, shall not exceed the compensation and increase as provided for in Government Code Section 36516.
- d. This ordinance does not and shall not provide for automatic future increases in the compensation.

SECTION 3. All ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith are hereby repealed effective January 1, 2024, or the effective date of this Ordinance, whichever is later.

SECTION 4. Publication. The City Clerk shall cause a summary of this ordinance to be published once in a newspaper published and circulated in Salinas within fifteen (15) days after adoption. (Salinas Charter Section 11.9)

⁶ <https://www.sfgate.com/bayarea/article/salinas-ca-ranked-seventh-most-expensive-to-live-18467574.php>

⁷ https://www.montereycountyweekly.com/opinion/local_spin/monterey-county-s-city-council-members-volunteer-we-should-pay-them/article_e93b1500-18ff-11ed-ace1-f3ae82571b6d.html

SECTION 5. CEQA Compliance. The City Council’s adoption of this ordinance is not a project subject to environmental review under the California Environmental Quality Act (CEQA Guidelines section 15061(b)(3)).

SECTION 6. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Salinas City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, clause, and phase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 7. Effective Date. This Ordinance will take effect thirty (30) days from and after its adoption.

PASSED AND ADOPTED this ____ day of _____, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Kimbley Craig, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney

RESOLUTION NO. 11970 (N.C.S.)

A RESOLUTION OF THE COUNCIL OF SALINAS DECLARING
CANVASS OF RETURNS AND RESULT OF A SPECIAL
MUNICIPAL ELECTION

WHEREAS, by proceedings heretofore duly had and taken, a special municipal election was held in Salinas on November 6, 1984; and

WHEREAS, said special municipal election was held on said date in accordance with law, and the votes thereat received and canvassed, and the returns thereof ascertained, determined and declared, in all respects as required by law;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF SALINAS as follows:

1. The City Clerk of Salinas is hereby instructed to enter this resolution on the minutes of this Council as a statement of the result of said election.

2. The total number of ballots cast in the City of Salinas at said special municipal election was 27,400.

3. That at said special municipal election so held on November 6, 1984, there was 1 charter amendment proposed and placed on the ballot for the consideration of the electors of Salinas, and which said proposed charter amendment was submitted to the electors for a Yes or No vote on said proposed amendment substantially in the form that follows:

Shall Section 9 of the Charter of Salinas be amended to read:

"Sec. 9. Same - Compensation.

The monthly salary of the Mayor and the members of the City Council shall be adopted by ordinance. The monthly salary shall not exceed the amount authorized by State law for cities of a similar size; provided however, that the salary of the Mayor may be set at a higher amount than the salary of the members of the City Council"?

YES	15,216
NO	8,924

4. That 15,216 votes were cast in favor of the adoption of said Charter Amendment (Measure E) by the electors of said City voting on said measure at said election; that 8,924 votes

were cast against said measure by the electors of said City voting on said Measure at said election; and that said proposed Charter Amendment (Measure E) carried.

PASSED AND ADOPTED this 13th day of November, 1984, by the following vote:

AYES: Councilmembers Paul D. Grennan, Russell Jeffries, Bill O'Brien, Phyllis Price

NOES: None

ABSENT: Mayor James B. Barnes



Mayor **Pro Tem**

ATTEST:


~~City Clerk~~
DEPUTY CITY CLERK

MONTEREY COUNTY

ELECTION DEPARTMENT

(408) 424-7621, P.O. BOX 1848, 93902 -- 201 MAIN STREET, SALINAS, CALIFORNIA 93901

ROSS J. UNDERWOOD
REGISTRAR OF VOTERS

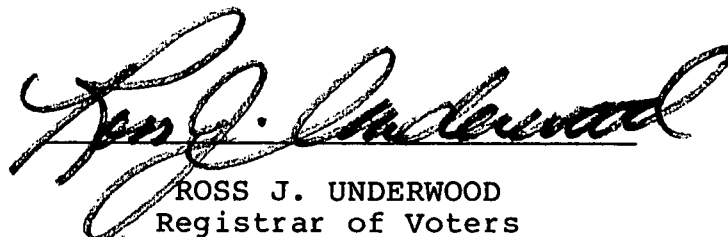
BETTY L. BLOOMER
ASST. REGISTRAR OF VOTERS



C E R T I F I C A T I O N O F STATEMENT OF VOTES CAST AT THE NOVEMBER 6, 1984 GENERAL ELECTION

I, ROSS J. UNDERWOOD, Registrar of Voters of the County of Monterey, State of California, hereby certify that the attached STATEMENT OF VOTES CAST accurately reflect the total number of votes cast for each Candidate and/or For and Against each Measure as submitted to the voters at the PRESIDENTIAL GENERAL ELECTION OF NOVEMBER 6, 1984 held within the County of Monterey and the many sub-jurisdictions within said County having consolidated their election with the aforementioned Presidential General Election.

I HEREBY SET MY HAND AND SEAL THIS 16TH DAY OF NOVEMBER 1984.

A handwritten signature in cursive script, reading "Ross J. Underwood", is written over a horizontal line. The signature is dark and appears to be in ink.

ROSS J. UNDERWOOD
Registrar of Voters
County of Monterey

**** OFFICIAL STATEMENT OF VOTES CAST AT THE GENERAL ELECTION HELD NOVEMBER 6, 84 ****														
**** SPECIAL MUNICIPAL ELECTION CITY OF SALINAS MAYOR/COUNCIL SALARY ****														
PAGE NUMBER 018,001.001	REGISTERED VOTERS	TURNOUT	TURNOUT PERCENTAGE	MAYOR/COUNCIL SALARY?	MEASURE CITY CHARTER SALINAS CITY	MEASURE CITY CHARTER SALINAS CITY								
024	SALINAS 72 AV	0	53	0.0%		32	16							
024	SALINAS 72	946	643	67.9%		407	182							
025	SALINAS 59/61 AV	0	174	0.0%		96	55							
025	SALINAS 59/61	1745	1090	62.4%		585	359							
026	SALINAS 31/73 AV	0	68	0.0%		33	26							
026	SALINAS 31/73	904	583	64.4%		316	219							
027	SALINAS 66/74 AV	0	110	0.0%		76	25							
027	SALINAS 66/74	1337	896	67.0%		583	235							
028	SALINAS 32/44 AV	0	61	0.0%		30	20							
028	SALINAS 32/44	709	479	67.5%		266	154							
029	SALINAS 30/45 AV	0	129	0.0%		74	37							
029	SALINAS 30/45	1287	851	66.1%		464	319							
030	SALINAS 57/64/76 AV	0	91	0.0%		57	28							
030	SALINAS 57/64/76	1326	894	64.4%		492	277							
031	SALINAS 75 AV	0	61	0.0%		39	19							
031	SALINAS 75	598	377	63.0%		182	132							
032	SALINAS 29/33 AV	0	92	0.0%		53	26							
032	SALINAS 29/33	751	465	61.9%		262	147							
033	SALINAS 14 AV	0	67	0.0%		44	15							
033	SALINAS 14	660	435	65.9%		226	138							
034	SALINAS 40/46 AV	0	85	0.0%		56	27							
034	SALINAS 40/46	1028	663	64.4%		322	260							
035	SALINAS 22/69 AV	0	47	0.0%		30	10							
035	SALINAS 22/69	938	625	66.6%		332	218							
036	SALINAS 49/77 AV	0	110	0.0%		69	26							
036	SALINAS 49/77	1251	848	67.7%		487	284							
041	SALINAS 15/17 AV	0	152	0.0%		87	47							
041	SALINAS 15/17	908	469	51.6%		241	161							
042	SALINAS 24/47 AV	0	112	0.0%		67	32							
042	SALINAS 24/47	1024	701	68.4%		404	232							
043	SALINAS 05/13 AV	0	114	0.0%		75	29							
043	SALINAS 05/13	819	547	66.7%		335	161							
044	SALINAS 01/09 AV	0	118	0.0%		64	37							
044	SALINAS 01/09	946	635	67.1%		359	199							
045	SALINAS 12 AV	0	78	0.0%		49	25							
045	SALINAS 12	593	327	55.1%		175	112							
046	SALINAS 02/03 AV	0	144	0.0%		67	50							
046	SALINAS 02/03	972	396	40.7%		181	156							
047	SALINAS 08/18 AV	0	106	0.0%		61	35							
047	SALINAS 08/18	663	410	61.8%		254	113							
048	SALINAS 06/51 AV	0	115	0.0%		61	40							
048	SALINAS 06/51	758	497	65.5%		283	152							
049	SALINAS 07/11/19 AV	0	168	0.0%		94	44							
049	SALINAS 07/11/19	1277	844	66.0%		522	233							
050	SALINAS 23 AV	0	59	0.0%		38	18							
050	SALINAS 23	483	307	63.5%		193	79							
051	SALINAS 38/53 AV	0	122	0.0%		76	31							
051	SALINAS 38/53	1049	764	72.8%		524	191							
052	SALINAS 42/79 AV	0	70	0.0%		30	26							
052	SALINAS 42/79	907	500	55.1%		223	194							
053	SALINAS 43 AV	0	61	0.0%		34	19							
053	SALINAS 43	783	485	61.9%		222	194							
054	SALINAS 41/48 AV	0	109	0.0%		61	48							
054	SALINAS 41/48	1151	593	51.5%		253	235							
055	SALINAS 25/39 AV	0	111	0.0%		59	34							
055	SALINAS 25/39	1444	744	51.5%		337	306							
056	SALINAS 28/36 AV	0	137	0.0%		59	63							
056	SALINAS 28/36	1262	655	51.9%		287	272							
057	SALINAS 34/35 AV	0	96	0.0%		58	30							
057	SALINAS 34/35	952	596	62.6%		275	234							
058	SALINAS 37/50 AV	0	61	0.0%		36	17							
058	SALINAS 37/50	892	547	61.3%		275	209							
059	SALINAS 16/20 AV	0	170	0.0%		84	68							
059	SALINAS 16/20	1003	517	51.5%		219	199							
060	SALINAS 27/67 AV	0	121	0.0%		61	46							
060	SALINAS 27/67	1076	631	58.6%		329	220							
061	SALINAS 58/68/70 AV	0	123	0.0%		62	40							
061	SALINAS 58/68/70	1117	775	69.3%		494	208							
062	SALINAS 21/26 AV	0	109	0.0%		75	23							
062	SALINAS 21/26	1014	714	70.4%		449	206							
063	SALINAS 10/65 AV	0	174	0.0%		104	49							
063	SALINAS 10/65	1128	753	66.7%		458	194							
064	SALINAS 04/78 AV	0	100	0.0%		61	27							
064	SALINAS 04/78	987	675	68.3%		432	170							
065	SALINAS 80 AV	0	53	0.0%		30	20							
065	SALINAS 80	673	460	68.3%		290	116							
065	MAILED BALLOT GROUP 31	215	106	49.3%		55	41							
****	TOTALS ****	37576	27400	72.9%		15216	8924							



June 14, 2023

The Honorable Gavin Newsom
Governor, State of California
1021 O Street, Suite 9000
Sacramento, CA 95814

**RE: SB 329 (Dodd) Cities: City Council Members: Compensation.
Request for Signature**

Dear Governor Newsom,

The League of California Cities (Cal Cities) requests your signature on **SB 329 (Dodd)**, which would allow general law cities to adjust council member salaries for inflation. The Legislature has not raised the base pay amounts for City Councilmembers since 1984. SB 329 is a long overdue measure that would allow for city councils to increase council salaries to catch up to the present economic reality while also ensuring local government salary transparency.

Existing law sets a pay schedule that must be approved by the City Council through an ordinance or by the voters as a ballot measure. These amounts are determined by the population size of a city and set by state law. The lowest tier is cities up to 35,000 in population, with compensation up to three hundred dollars (\$300) per month. The highest tier is cities with over 250,000 population, up to one thousand dollars (\$1,000) per month. However, these amounts have not been adjusted since 1984 despite significant increases in the cost of living.

Lengthy time commitments and limited pay discourage many, especially low-income residents, single parents, people of color, and young people, from running for public office. For many, being a council member is a full-time commitment with part-time pay.

Cal Cities is proud to sponsor this important legislation that lessens barriers for those interested in governing at the local level. This overdue reform is another tool cities can choose to use that can help ensure our city councils are reflective of the residents who live, work, and play in their communities.

For these reasons, Cal Cities **requests your signature on SB 329 (Dodd)**. If you have any questions, do not hesitate to contact me at (916) 658-8214.

Sincerely,

A handwritten signature in blue ink that reads "Johnnie Pina".

Johnnie Pina
Legislative Affairs, Lobbyist

cc: The Honorable Senator Bill Dodd
Christy Bouma, Legislative Affairs Secretary, Office of Governor Gavin Newsom
Ronda Paschal, Deputy Legislative Secretary, Office of Governor Gavin Newsom

Senate Bill No. 329

CHAPTER 27

An act to amend Section 36516 of the Government Code, relating to local government.

[Approved by Governor June 29, 2023. Filed with Secretary of State June 29, 2023.]

LEGISLATIVE COUNSEL'S DIGEST

SB 329, Dodd. Cities: city council members: compensation.

Existing law authorizes a city council to enact an ordinance to provide each member of the city council a salary based upon the population of the city, as specified. Existing law authorizes that amount to be increased by the city council by an amount that does not exceed 5% for each calendar year from the operative date of the last adjustment of the salary that is in effect when the increase is enacted. Existing law provides for the procedures by which a city may enact ordinances.

This bill would increase the maximum amount of salary, based upon the population of the city, that may be approved by an ordinance passed by the city council, as specified. The bill would authorize the salary of council members to be increased beyond the specified maximums to an amount not exceeding the greater of either 5% for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted, or an amount equal to inflation since January 1, 2024, based upon the California Consumer Price Index, which shall not exceed 10% for each calendar year. The bill would require the city council to consider the adoption of an ordinance to increase council member compensation in open session during at least 2 regular meetings of the city council.

Digest Key

Vote: majority Appropriation: no Fiscal Committee: no Local Program: no

Bill Text

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. The Legislature finds and declares all of the following:

- (a) The compensation schedule for general law cities has not been adjusted since 1984, meaning that city council compensation has not kept pace with inflation.
- (b) Allowing cities to adjust their compensation for inflation since 1984 may help city councils become more diverse because increased compensation can help individuals from across different income levels receive sufficient income from their service to help ensure that they can continue to serve the public and support their families.

SEC. 2. Section 36516 of the Government Code is amended to read:

36516. (a) (1) A city council may enact an ordinance providing that each member of the city council shall receive a salary based on the population of the city as set forth in paragraph (2).

(2) The salaries approved by ordinance under paragraph (1) shall be as follows:

(A) In cities up to and including 35,000 in population, up to and including nine hundred fifty dollars (\$950) per month.

(B) In cities over 35,000 up to and including 50,000 in population, up to and including one thousand two hundred seventy-five dollars (\$1,275) per month.

(C) In cities over 50,000 up to and including 75,000 in population, up to and including one thousand six hundred dollars (\$1,600) per month.

(D) In cities over 75,000 up to and including 150,000 in population, up to and including one thousand nine hundred dollars (\$1,900) per month.

(E) In cities over 150,000 up to and including 250,000 in population, up to and including two thousand five hundred fifty dollars (\$2,550) per month.

(F) In cities over 250,000 population, up to and including three thousand two hundred dollars (\$3,200) per month.

(3) For the purposes of this subdivision, the population of a city shall be determined by the last preceding federal census, or a subsequent census, or estimate validated by the Department of Finance.

(4) The salary of council members may be increased beyond the amount provided in this subdivision by an ordinance or by an amendment to an ordinance, but the amount of the increase shall not exceed the greater of either of the following:

(A) An amount equal to 5 percent for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted.

(B) An amount equal to inflation since January 1, 2024, based upon the California Consumer Price Index, which shall not exceed 10 percent for each calendar year.

(5) No ordinance shall be enacted or amended to provide automatic future increases in salary.

(b) Notwithstanding subdivision (a), at any municipal election, the question of whether city council members shall receive a salary for services, and the amount of that salary, may be submitted to the electors. If a majority of the electors voting at the election favor it, all of the council members shall receive the salary specified in the election call. The salary of council members may be increased beyond the amount provided in this section or decreased below the amount in the same manner.

(c) Unless specifically authorized by another statute, a city council may not enact an ordinance providing for compensation to city council members in excess of that authorized by the procedures described in subdivisions (a) and (b). For the purposes of this section, compensation includes payment for service by a city council member on a commission, committee, board, authority, or similar body on which the city council member serves. If the other statute that authorizes the compensation does not specify the amount of compensation, the maximum amount shall be one hundred fifty dollars (\$150) per month for each commission, committee, board, authority, or similar body.

(d) Any amounts paid by a city for retirement, health and welfare, and federal social security benefits shall not be included for purposes of determining salary under this section, provided that the same benefits are available and paid by the city for its employees.

(e) Any amounts paid by a city to reimburse a council member for actual and necessary expenses pursuant to Section 36514.5 shall not be included for purposes of determining salary pursuant to this section.

(f) A city council member may waive any or all of the compensation permitted by this section.

(g) (1) For the purposes of this section, a city council shall consider the adoption of an ordinance to increase compensation in open session during at least two regular meetings of the city council.

(2) At the first meeting, the city council shall present the proposed ordinance, which shall include findings demonstrating the need for the increased compensation. The ordinance shall not be adopted at the first meeting.

(3) At least seven days after the first meeting, the city council shall hold a second meeting to consider whether to adopt the ordinance.



City of Salinas

200 Lincoln Ave., Salinas,
CA 93901
www.cityofsalinas.org

Legislation Text

File #: ID#23-705, **Version:** 1

Minutes

Approve minutes of November 7, 2023.



City of Salinas

200 Lincoln Ave., Salinas,
CA 93901
www.cityofsalinas.org

Legislation Text

File #: ID#23-702, **Version:** 1

Financial Claims

Approve financial claims report.

City of Salinas

Payment Register

From Payment Date: 10/31/2023 - To Payment Date: 11/8/2023

Number	Date	Status	Payee Name	Amount
General Account - General Account				
Check				
470669	10/31/2023	Open	ABAG Power Purchasing Pool	\$22,610.00
470670	10/31/2023	Open	Ace Hardware	\$102.16
470671	10/31/2023	Open	Action Council of Monterey County, Inc.	\$8,484.00
470672	10/31/2023	Open	Alco Water	\$10,041.30
470673	10/31/2023	Open	Alexis Uribe	\$65.77
470674	10/31/2023	Open	Alhambra and Sierra Spring DS Waters of America LP	\$441.60
470675	10/31/2023	Open	Alhambra and Sierra Spring DS Waters of America LP	\$91.93
470676	10/31/2023	Open	All Pets Hospital	\$1,026.06
470677	10/31/2023	Open	All Safe Security Alarm	\$225.00
470678	10/31/2023	Open	Allstar Fire Equipment Inc	\$8,996.18
470679	10/31/2023	Open	ALTEC INDUSTRIES, INC.	\$689.54
470680	10/31/2023	Open	Amazon.Com	\$1,216.43
470681	10/31/2023	Open	American Supply Company	\$1,667.24
470682	10/31/2023	Open	Amerigas	\$3,452.99
470683	10/31/2023	Open	Ana Rueda De Vidales dba JAV Language Solutions	\$2,329.51
470684	10/31/2023	Open	Analgesic Services Inc	\$132.50
470685	10/31/2023	Open	Andrew McLaughlin	\$100.00
470686	10/31/2023	Open	Aramark Uniform & Career Apparel Group, Inc	\$709.13
470687	10/31/2023	Open	Aramark Uniform & Career Apparel Group, Inc	\$89.70
470688	10/31/2023	Open	Aromas Firefighters Association	\$10.00
470689	10/31/2023	Open	Arrowhead Forensics	\$451.87
470690	10/31/2023	Open	Assured Aggregates Company Inc	\$3,565.00
470691	10/31/2023	Open	Bauer Compressors Inc	\$2,345.92
470692	10/31/2023	Open	Bear Electrical Solutions Inc	\$28,037.50
470693	10/31/2023	Open	BFS Landscape Architects	\$68,385.69
470694	10/31/2023	Open	Brent DeBorde	\$88.75
470695	10/31/2023	Open	Brodart Company	\$364.04
470696	10/31/2023	Open	Bruce Bush	\$100.00
470697	10/31/2023	Open	C & S Engineers, Inc.	\$5,000.00
470698	10/31/2023	Open	CAL FIRE	\$2,520.00
470699	10/31/2023	Open	Cal Line Equipment Company	\$1,082.17
470700	10/31/2023	Open	California Water Service	\$2,181.62
470701	10/31/2023	Open	CDW-G	\$38,259.57
470702	10/31/2023	Open	Chris Swinscoe	\$100.00
470703	10/31/2023	Open	Cintas	\$1,650.04
470704	10/31/2023	Open	CivicPlus, LLC	\$4,975.00
470705	10/31/2023	Open	CMP-1, Llc dba Boronda Manor	\$4,449.09
470706	10/31/2023	Open	Coast Automotive Warehouse Inc	\$366.58
470707	10/31/2023	Open	Community Homeless Solutions	\$9,454.29
470708	10/31/2023	Open	Community Human Services Project	\$31,500.00
470709	10/31/2023	Open	CPS HR Consulting	\$4,295.50
470710	10/31/2023	Open	CSC Of Salinas	\$10.98
470711	10/31/2023	Open	CSG Consultants	\$51,191.09

City of Salinas

Payment Register

From Payment Date: 10/31/2023 - To Payment Date: 11/8/2023

Number	Date	Status	Payee Name	Amount
General Account - General Account				
Check				
470712	10/31/2023	Open	Dale Fors	\$6,730.86
470713	10/31/2023	Open	Dana Cornelison	\$100.00
470714	10/31/2023	Open	Daniel David Green	\$100.00
470715	10/31/2023	Open	Dataflow Business Systems Inc	\$4,170.21
470716	10/31/2023	Open	Dave Shaw	\$100.00
470717	10/31/2023	Open	Davgp, Inc. dba Salinas Valley Tire	\$6,096.89
470718	10/31/2023	Open	David L Crabill	\$100.00
470719	10/31/2023	Open	David Poulin	\$100.00
470720	10/31/2023	Open	Dell Marketing LP	\$537.90
470721	10/31/2023	Open	Dell Marketing LP	\$275,079.36
470722	10/31/2023	Open	Don Chapin Inc	\$340.00
470723	10/31/2023	Open	E2 Consulting Engineers, Inc	\$99,354.75
470724	10/31/2023	Open	Earth & Water Law, LLC	\$4,950.00
470725	10/31/2023	Open	East Bay Tire Company	\$2,385.84
470726	10/31/2023	Open	Eden Council for Hope and Opportunity	\$5,123.51
470727	10/31/2023	Open	Edward P Mercurio Db a Ed Mercurio Biological Consu	\$2,730.00
470728	10/31/2023	Open	El Sistema USA/Salinas, Inc dba YOSAL	\$12,000.00
470729	10/31/2023	Open	Ennis-Flint, Inc	\$7,703.08
470730	10/31/2023	Open	Environmental Systems, Inc of Northern California	\$18,525.70
470731	10/31/2023	Open	ESRI	\$53,295.07
470732	10/31/2023	Open	F C And Sons Roofing Inc	\$402,184.35
470733	10/31/2023	Open	Fastenal Company	\$2,381.70
470734	10/31/2023	Open	First Alarm	\$1,525.68
470735	10/31/2023	Open	Gabriel Hernandez	\$100.00
470736	10/31/2023	Open	Genuine Parts Company dba NAPA Auto Parts	\$460.63
470737	10/31/2023	Open	Golden State Emergency Vehicle Service Inc	\$4,808.11
470738	10/31/2023	Open	Granite Construction Company	\$284,325.11
470739	10/31/2023	Open	Granite Rock Co	\$3,288.42
470740	10/31/2023	Open	Harris and Associates	\$49,683.01
470741	10/31/2023	Open	HdL Coren & Cone	\$5,012.50
470742	10/31/2023	Open	Heath Johnson	\$100.00
470743	10/31/2023	Open	Hemi's Landscaping and Concrete Inc	\$5,000.00
470744	10/31/2023	Open	Henry Gomez	\$100.00
470745	10/31/2023	Open	Hydro Turf	\$767.89
470746	10/31/2023	Open	Ingram Book Company	\$1,638.09
470747	10/31/2023	Open	Iteris Inc	\$600.88
470748	10/31/2023	Open	Jacqueline Pacelli	\$100.00
470749	10/31/2023	Open	Jamar Technologies	\$940.28
470750	10/31/2023	Open	James Knowlton	\$100.00
470751	10/31/2023	Open	Jeff Gibson	\$100.00
470752	10/31/2023	Open	Jesse Pinon	\$100.00
470753	10/31/2023	Open	John Wider	\$100.00
470754	10/31/2023	Open	Johnson Associates	\$1,536.56

City of Salinas

Payment Register

From Payment Date: 10/31/2023 - To Payment Date: 11/8/2023

Number	Date	Status	Payee Name	Amount
General Account - General Account				
Check				
470755	10/31/2023	Open	Jonathan Barnes	\$100.00
470756	10/31/2023	Open	Jose J Quintor Hernandez	\$79.00
470757	10/31/2023	Open	Jose Luis Corral dba Salinas Pizza	\$367.35
470758	10/31/2023	Open	Jose Reyes dba The Tint Shop	\$250.00
470759	10/31/2023	Open	JS Inc dba Steinbeck Lodge	\$7,763.00
470760	10/31/2023	Open	Kelly-Moore Paint Company	\$446.37
470761	10/31/2023	Open	Kevin Skinner	\$100.00
470762	10/31/2023	Open	Kimball Midwest	\$13.11
470763	10/31/2023	Open	Kimley Horn And Assoc Inc	\$75,820.00
470764	10/31/2023	Open	Kyle Daniels	\$6,100.49
470765	10/31/2023	Open	Kysmet Security & Patrol	\$4,326.00
470766	10/31/2023	Open	Lance Miraco	\$100.00
470767	10/31/2023	Open	Lawson Products, Inc	\$984.86
470768	10/31/2023	Open	Leon De Asis	\$2,000.00
470769	10/31/2023	Open	Mark Freedman	\$100.00
470770	10/31/2023	Open	Martin Persijn	\$100.00
470771	10/31/2023	Open	MAS Modern Marketing, Inc	\$303.29
470772	10/31/2023	Open	MCSI Water Systems Management	\$467.73
470773	10/31/2023	Open	Meals On Wheels of the Salinas Valley, Inc	\$780.00
470774	10/31/2023	Open	Meyers and Nave	\$8,820.00
470775	10/31/2023	Open	Michael Groves	\$100.00
470776	10/31/2023	Open	Midwest Tape, LLC dba Midwest Tape	\$449.73
470777	10/31/2023	Open	MILPA	\$12,868.77
470778	10/31/2023	Open	Mission Communications, LLC	\$97.85
470779	10/31/2023	Open	MissionSquare Retirement	\$5,212.16
470780	10/31/2023	Open	MNS Engineers, Inc	\$2,517.50
470781	10/31/2023	Open	Molinari Properties	\$3,165.50
470782	10/31/2023	Open	Monterey County Weekly	\$610.75
470783	10/31/2023	Open	Natividad Medical Foundation	\$22,597.44
470784	10/31/2023	Open	Norcal Contractor	\$640,176.34
470785	10/31/2023	Open	Office Depot Business Service Division	\$56.76
470786	10/31/2023	Open	One Workplace L Ferrari, LLC dba Peninsula Busines	\$769.49
470787	10/31/2023	Open	Oscar Dydasco	\$100.00
470788	10/31/2023	Open	Pacific Gas and Electric Company	\$3,355.64
470789	10/31/2023	Open	Pacific Gas and Electric Company	\$342.35
470790	10/31/2023	Open	Pacific Gas and Electric Company	\$915.62
470791	10/31/2023	Open	Partners For Peace	\$14,421.31
470792	10/31/2023	Open	Pedro C Estrada Db a Estrada Janitorial Service	\$3,445.00
470793	10/31/2023	Open	PJ Trucking Academy LLC	\$3,000.00
470794	10/31/2023	Open	Plaza Grande LP	\$1,886.00
470795	10/31/2023	Open	Precision Civil Engineering, Inc.	\$1,542.00
470796	10/31/2023	Open	Pure Water	\$255.75
470797	10/31/2023	Open	Quality Water Enterprises Inc dba Culligan Water	\$398.68

City of Salinas

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From Payment Date: 10/31/2023 - To Payment Date: 11/8/2023

Number	Date	Status	Payee Name	Amount
General Account - General Account				
Check				
470798	10/31/2023	Open	Quetel Corporation	\$1,923.90
470799	10/31/2023	Open	Quinn Rental Services	\$3,054.08
470800	10/31/2023	Open	Rain For Rent	\$1,449.32
470801	10/31/2023	Open	Rancho Cielo Youth Center	\$10,342.00
470802	10/31/2023	Open	Regional Government Services	\$1,973.00
470803	10/31/2023	Open	Richard Maldonado	\$100.00
470804	10/31/2023	Open	Ricky Williams	\$100.00
470805	10/31/2023	Open	Russell Auria Pest Control Services	\$485.00
470806	10/31/2023	Open	Ruth Maria Milla-Leon dba Andersen's Lock & Safe	\$96.22
470807	10/31/2023	Open	Safety-Kleen Systems, Inc.	\$101.00
470808	10/31/2023	Open	Salinas Regional Sports Authority	\$150.00
470809	10/31/2023	Open	Salinas Valley Ford Inc	\$72,222.13
470810	10/31/2023	Open	Same Day Shred	\$45.00
470811	10/31/2023	Open	San Lorenzo Lumber	\$1,569.06
470812	10/31/2023	Open	Scott Myhre	\$100.00
470813	10/31/2023	Open	Scott Tyler	\$100.00
470814	10/31/2023	Open	Sentry Alarm System	\$592.91
470815	10/31/2023	Open	Sheldon Bryan	\$100.00
470816	10/31/2023	Open	Shepard AV LLC dba McCune Audio Visual Lighting	\$3,902.50
470817	10/31/2023	Open	Simon Jimenez	\$100.00
470818	10/31/2023	Open	Smith and Enright Landscaping	\$67,794.67
470819	10/31/2023	Open	Stanley Cooper	\$100.00
470820	10/31/2023	Open	Star Sanitation Services	\$186.54
470821	10/31/2023	Open	Stommel Inc dba Lehr	\$1,398.81
470822	10/31/2023	Open	Sturdy Oil Company	\$1,665.63
470823	10/31/2023	Open	Suthided Livingston	\$100.00
470824	10/31/2023	Open	Suzanne Cottle-Gavalla	\$100.00
470825	10/31/2023	Open	Target Pest Control	\$545.00
470826	10/31/2023	Open	Ted Koch	\$100.00
470827	10/31/2023	Open	Terry Gerhardstein	\$100.00
470828	10/31/2023	Open	The Pun Group, LLP	\$17,000.00
470829	10/31/2023	Open	Todd Swinscoe	\$100.00
470830	10/31/2023	Open	Tri County Fire Protection	\$236.15
470831	10/31/2023	Open	Trowbridge Enterprises dba Palace Art and Office S	\$3,627.22
470832	10/31/2023	Open	U.S. Bank National Association ND	\$15,012.01
470833	10/31/2023	Open	United Site Services	\$375.10
470834	10/31/2023	Open	Urban Field Studio Oakland	\$48,733.85
470836	10/31/2023	Open	W W Grainger Inc	\$1,731.07
470837	10/31/2023	Open	W&M Marketing Group Inc dba B-Imprinted Branding	\$745.68
470838	10/31/2023	Open	Wald, Ruhnke & Dost Architects, LLP	\$4,875.30
470839	10/31/2023	Open	Wallace Group A California Corporation	\$40,268.80
470840	10/31/2023	Open	Walmart c/o Capitol One	\$362.29
470841	10/31/2023	Open	WCDJR LLC dba Watsonville Chrysler Dodge Jeep Ram	\$1,367.91

City of Salinas

Payment Register

From Payment Date: 10/31/2023 - To Payment Date: 11/8/2023

Number	Date	Status	Payee Name	Amount
General Account - General Account				
Check				
470842	10/31/2023	Open	Words Studio LLC	\$25,218.36
470843	10/31/2023	Open	Worldpac	\$401.20
470844	10/31/2023	Open	YWCA of Monterey County	\$9,176.98
470845	10/31/2023	Open	Ana Jacinto	\$521.00
470846	10/31/2023	Open	Erik Bautista	\$67.50
470847	10/31/2023	Open	Robert Zuniga	\$107.25
470848	10/31/2023	Open	Sergio Ponce	\$351.00
470849	10/31/2023	Open	South Bay Regional Public Safety	\$151.00
470850	11/07/2023	Open	4 Imprint	\$2,539.84
470851	11/07/2023	Open	72 Hour LLC dba Chevrolet of Watsonville/National	\$389.53
470852	11/07/2023	Open	Ace Hardware	\$112.61
470853	11/07/2023	Open	Alco Water	\$31.36
470854	11/07/2023	Open	Alco Water	\$27,431.67
470855	11/07/2023	Open	All Safe Security Alarm	\$150.00
470856	11/07/2023	Open	Amazon.Com	\$1,754.22
470857	11/07/2023	Open	American Supply Company	\$16,080.76
470858	11/07/2023	Open	Amerigas	\$1,582.16
470859	11/07/2023	Open	Analgesic Services Inc	\$265.00
470860	11/07/2023	Open	Aramark Uniform & Career Apparel Group, Inc	\$274.63
470861	11/07/2023	Open	Asap Alisal Signs And Printing	\$303.33
470862	11/07/2023	Open	Assured Aggregates Company Inc	\$6,603.00
470863	11/07/2023	Open	AT and T	\$11,739.44
470864	11/07/2023	Open	AutoZone West Inc	\$13.04
470865	11/07/2023	Open	Borchard Farms	\$1,650.00
470866	11/07/2023	Open	Cadence Team, Inc	\$3,598.64
470867	11/07/2023	Open	Cagwin & Dorward, LLC	\$2,219.75
470868	11/07/2023	Open	CAL FIRE	\$2,800.00
470869	11/07/2023	Open	California Water Service	\$2,892.67
470870	11/07/2023	Open	Canon Financial Services Inc	\$719.93
470871	11/07/2023	Open	CDW-G	\$3,455.72
470872	11/07/2023	Open	Chelsea Protasio	\$283.00
470873	11/07/2023	Open	Cintas	\$1,576.11
470874	11/07/2023	Open	Civica Law Group, APC	\$23,925.93
470875	11/07/2023	Open	Coast Automotive Warehouse Inc	\$185.91
470876	11/07/2023	Open	Comcast (Business)	\$54.11
470877	11/07/2023	Open	Comcast (Business)	\$354.90
470878	11/07/2023	Open	Commercial Truck Company	\$404.89
470879	11/07/2023	Open	Consolidated Electrical Distributors, Inc.	\$867.83
470880	11/07/2023	Open	CSC Of Salinas	\$958.58
470881	11/07/2023	Open	Dataflow Business Systems Inc	\$2,106.49
470882	11/07/2023	Open	Don Chapin Inc	\$821.98
470883	11/07/2023	Open	East Bay Tire Company	\$9,303.75
470884	11/07/2023	Open	Eden Council for Hope and Opportunity	\$10,064.19

City of Salinas

Payment Register

From Payment Date: 10/31/2023 - To Payment Date: 11/8/2023

Number	Date	Status	Payee Name	Amount
General Account - General Account				
Check				
470885	11/07/2023	Open	Eden Housing Inc	\$1,076.60
470886	11/07/2023	Open	Edges Electrical Group, LLC	\$42.91
470887	11/07/2023	Open	Engie Services U.S. Inc.	\$3,298.00
470888	11/07/2023	Open	Ennis-Flint, Inc	\$404.44
470889	11/07/2023	Open	ESO Solutions Inc	\$2,723.00
470890	11/07/2023	Open	ESRI	\$7,315.00
470891	11/07/2023	Open	Fastenal Company	\$1,856.16
470892	11/07/2023	Open	Ferguson US Hodings, Inc dba Ferguson Enterprises	\$1,723.32
470893	11/07/2023	Open	First Alarm	\$943.74
470894	11/07/2023	Open	First American Title Insurance Company	\$250.00
470895	11/07/2023	Open	First American Title Insurance Company	\$250.00
470896	11/07/2023	Open	Geveko Markings Inc	\$6,591.78
470897	11/07/2023	Open	Glasswork by Design	\$850.00
470898	11/07/2023	Open	Gold Star Motors dba Gold Star Buick GMC	\$318.62
470899	11/07/2023	Open	Golden State Emergency Vehicle Service Inc	\$1,393.73
470900	11/07/2023	Open	Golden State Truck and Trailer Repair	\$5,557.79
470901	11/07/2023	Open	Granite Construction Company	\$2,042.98
470902	11/07/2023	Open	Granite Construction Company	\$1,367,231.78
470903	11/07/2023	Open	Granite Rock Co	\$412.97
470904	11/07/2023	Open	Green Line Liquid Waste	\$1,510.00
470905	11/07/2023	Open	Harris and Associates	\$11,984.65
470906	11/07/2023	Open	Home Depot Credit Services	\$6,371.34
470907	11/07/2023	Open	Homer T Hayward Lumber Co dba Hayward Lumber	\$11.71
470908	11/07/2023	Open	Hope Services	\$2,520.00
470909	11/07/2023	Open	Jayson F. Cardinalli dba Clean Brothers	\$4,860.00
470910	11/07/2023	Open	Jesse And Evan Inc dba La Plaza Bakery	\$253.83
470911	11/07/2023	Open	Jimmy Vanhove dba Precision K9	\$2,300.00
470912	11/07/2023	Open	Johnson Associates	\$32.23
470913	11/07/2023	Open	Jose Luis Corral dba Salinas Pizza	\$56.25
470914	11/07/2023	Open	Julio Gil dba Central Coast Sign & Design	\$502.55
470915	11/07/2023	Open	Karla's Janitorial & Suppliers, LLC	\$3,264.50
470916	11/07/2023	Open	Kelly-Moore Paint Company	\$295.13
470917	11/07/2023	Open	Kimball Midwest	\$1,334.70
470918	11/07/2023	Open	Kronos Incorporated	\$320.00
470919	11/07/2023	Open	L.C. Action	\$37,650.55
470920	11/07/2023	Open	L.N. Curtis & Sons	\$23,210.53
470921	11/07/2023	Open	Lawson Products, Inc	\$609.79
470922	11/07/2023	Open	Leticia A Ramirez dba Happymex LLC	\$510.00
470923	11/07/2023	Open	LexisNexis Risk Data Management Inc Accurint Acct	\$565.65
470924	11/07/2023	Open	Life Assist	\$4,640.02
470925	11/07/2023	Open	Mission Communications, LLC	\$1,436.40
470926	11/07/2023	Open	Monterey Transfer and Storage Inc	\$40.00
470927	11/07/2023	Open	My Jeep	\$430.89

City of Salinas

Payment Register

From Payment Date: 10/31/2023 - To Payment Date: 11/8/2023

Number	Date	Status	Payee Name	Amount
General Account - General Account				
Check				
470928	11/07/2023	Open	Natividad Medical Center	\$124.00
470929	11/07/2023	Open	New SV Media	\$225.00
470930	11/07/2023	Open	Nutrien Ag Solutions, Inc	\$4,997.10
470931	11/07/2023	Open	Office Depot Business Service Division	\$442.56
470932	11/07/2023	Open	Online Web Services US, Inc	\$4,741.00
470933	11/07/2023	Open	Operation Freedom Paws	\$275.00
470934	11/07/2023	Open	Pacific Gas and Electric Company	\$24,152.69
470935	11/07/2023	Open	Pacific Gas and Electric Company	\$467.61
470936	11/07/2023	Open	Pape Machinery, Inc.	\$5,360.44
470937	11/07/2023	Open	Pedro C Estrada Db a Estrada Janitorial Service	\$59,615.00
470938	11/07/2023	Open	Peninsula Messenger, LLC	\$420.00
470939	11/07/2023	Open	PLM Lender Services Inc	\$667.50
470940	11/07/2023	Open	Prime Actuarial Consulting, LLC dba Bickmore Actua	\$4,400.00
470941	11/07/2023	Open	Quality Water Enterprises Inc dba Culligan Water	\$41.08
470942	11/07/2023	Open	Quinn Company	\$126.82
470943	11/07/2023	Open	RDO Equipment Company	\$171.21
470944	11/07/2023	Open	Republic Services of Salinas	\$1,604.16
470945	11/07/2023	Open	San Lorenzo Lumber	\$85.66
470946	11/07/2023	Open	Sayler Legal Service	\$336.80
470947	11/07/2023	Open	Simplot AB Retail Sub Inc	\$5,000.00
470948	11/07/2023	Open	SpeakWrite LLC	\$2,284.22
470949	11/07/2023	Open	Sturdy Oil Company	\$16,323.79
470950	11/07/2023	Open	Sun Rose Housing, LLC	\$317,099.74
470951	11/07/2023	Open	Target Pest Control	\$180.00
470952	11/07/2023	Open	TEF Architecture & Interior Design, Inc dba TEF De	\$23,178.74
470953	11/07/2023	Open	Tehama Golf Club LLC	\$800.00
470954	11/07/2023	Open	Terry Dixon dba Dixon Properties	\$3,526.00
470955	11/07/2023	Open	TK Elevator Corporation	\$5,451.33
470956	11/07/2023	Open	Twining, Inc	\$3,328.19
470957	11/07/2023	Open	United Parcel Service	\$40.22
470958	11/07/2023	Open	USA BlueBook	\$404.70
470959	11/07/2023	Open	Valley Saw Shop	\$346.25
470960	11/07/2023	Open	Verizon Wireless	\$3,280.73
470961	11/07/2023	Open	W W Grainger Inc	\$7,336.75
470962	11/07/2023	Open	WCDJR LLC dba Watsonville Chrysler Dodge Jeep Ram	\$967.56
470963	11/07/2023	Open	Worldpac	\$108.41
470964	11/07/2023	Open	Jorge Alberto Marin	\$163.28
470965	11/07/2023	Open	Juan Carlos Marquez	\$292.52
470966	11/07/2023	Open	Troy Orozco	\$178.50
470967	11/07/2023	Open	Anthony Rocha	\$353.16
470968	11/07/2023	Open	Dave R Ball dba Motor Squad Training Institute	\$4,200.00
470969	11/07/2023	Open	Devin Kile	\$147.99
470970	11/07/2023	Open	Eric Rodriguez	\$240.75

City of Salinas

Payment Register

From Payment Date: 10/31/2023 - To Payment Date: 11/8/2023

Number	Date	Status	Payee Name	Amount
General Account - General Account				
Check				
470971	11/07/2023	Open	Jared Reyes	\$350.00
470972	11/07/2023	Open	Martina Byler	\$168.50
470973	11/07/2023	Open	Raul Rosales	\$350.00
470974	11/07/2023	Open	Victoria Ramirez	\$272.50
470975	11/07/2023	Open	MII Training Innovations, LLC	\$475.00
Type Check Totals:				\$4,907,275.37
General Account - General Account Totals				



Legislation Text

File #: ID#23-653, Version: 1

2nd reading, Zoning Code Amendment 2023-001; Amend Zoning Code Section 37-50.090 (Fences, Walls, and Hedges) of Chapter 37 of the Salinas Municipal Code (Zoning Code) to modify the application process for electrically-charged wires and fences in the Industrial General (IG) Zoning District and other subsections of Section 37-50.090

Consider finding Zoning Code Amendment 2023-001 categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15305 and adopt an Ordinance amending Chapter 37 of the Salinas Municipal Code (Zoning Code) to modify the application process for electrically-charged wires and fences in the Industrial General (IG) Zoning District and other subsections of Section 37-50.090.



**CITY OF SALINAS
COUNCIL STAFF REPORT**

DATE: NOVEMBER 7, 2023

DEPARTMENT: COMMUNITY DEVELOPMENT DEPARTMENT

FROM: LISA BRINTON, DIRECTOR

THROUGH: COURTNEY GROSSMAN, PLANNING MANAGER

BY: THOMAS WILES, SENIOR PLANNER

TITLE: ZONING CODE AMENDMENT 2023-001; AMEND ZONING CODE SECTION 37-50.090 (FENCES, WALLS, AND HEDGES) OF CHAPTER 37 OF THE SALINAS MUNICIPAL CODE (ZONING CODE) TO MODIFY THE APPLICATION PROCESS FOR ELECTRICALLY-CHARGED WIRES AND FENCES IN THE INDUSTRIAL GENERAL (IG) ZONING DISTRICT AND OTHER SUBSECTIONS OF SECTION 37-50.090

RECOMMENDED MOTION:

A motion finding Zoning Code Amendment 2023-001 categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15305 and adopting an Ordinance amending Chapter 37 of the Salinas Municipal Code (Zoning Code) to modify the application process for electrically-charged wires and fences in the Industrial General (IG) Zoning District and other subsections of Section 37-50.090.

EXECUTIVE SUMMARY:

Chapter 37, Article VI, Division 14 provides for a process whereby all Zoning Code Amendments are brought before the City Council for a final decision. The proposed Zoning Code Amendment (ZCA) would modify the application process from a Conditional Use Permit to a Building Permit for electrically-charged wires and fences in the Industrial General (IG) Zoning District and modify Section 37-50.090(1)(4) to change the wording of the prohibited locations of electrically-charged wires or fences from “adjacent” to “contiguous” to existing or planned residential development, thereby allowing consideration of said fences located across the street from existing or planned residential development.

BACKGROUND:

Zoning Code Amendment 2023-001 (ZCA 2023-001) would amend Zoning Code Section 37-50.090 (Fences, Walls, and Hedges) to modify the application process for electrically-charged wires or fences in the Industrial General (IG) Zoning District and other subsections of Section 37-50.090. Currently, Zoning Code Section 37-50.090(1)(3) only permits electrically-charged wires or fences in the following Zoning Districts: Industrial General (IG), Industrial-Business Park (IBP), and the Industrial-General Commercial (IGC) Zoning Districts. Zoning Code Sections 37-50.090(k)(2) and (l)(1) require that all electrically-charged wires or fences obtain a Conditional Use Permit (CUP). Subsequently, a building permit is required.

Amarok Security Inc. is requesting that the City revise the Zoning Code concerning electrically-charged wires or fences. The proposed Zoning Code Amendment would remove the requirement to obtain a CUP for electrically-charged wires or fences in the Industrial General (IG) Zoning District and only require issuance of a building permit. A CUP would still be required for electrically-charged wires or fences in both the IBP and the IGC Zoning Districts. The Amendment would also revise Zoning Code Section 37-50.090(1)(4), to change the wording of the prohibited locations of electrically-charged wires or fences from “adjacent” to “contiguous” to existing or planned residential development. “Contiguous” would allow consideration of electrically-charged wires or fences on sites located across the street from existing or planned residential development rather than be prohibited per the current term “adjacent.”

On October 18, 2023, the Planning Commission recommended that the City Council find Zoning Code Amendment 2023-001 exempt from the California Environmental Quality Act (CEQA) and recommended that the Council approve the Amendment (see attached Planning Commission Resolution 2023-11). A public hearing notice for the scheduled City Council meeting on November 7, 2023, regarding the proposed Amendment was published in the Monterey Herald on October 26, 2023.

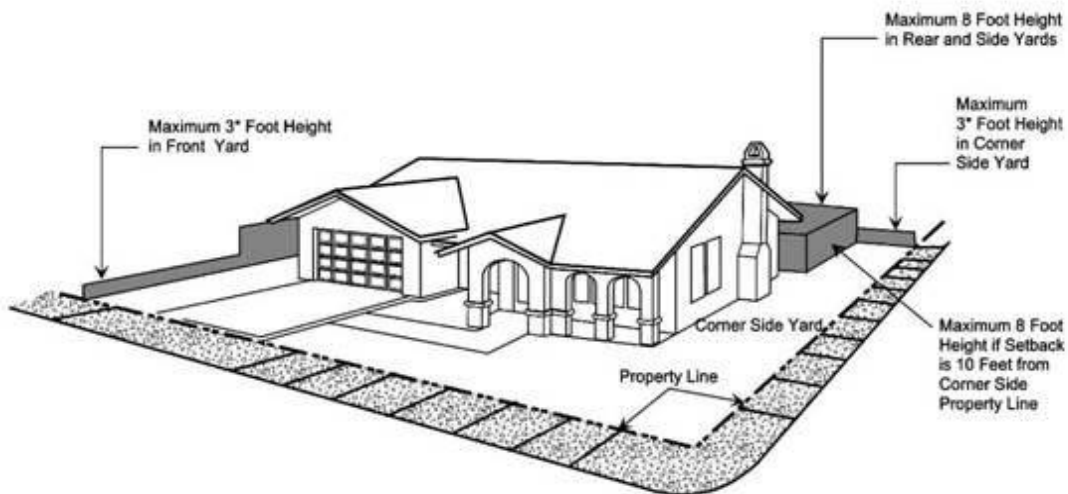
Analysis:

The Amendment would modify Zoning Code Section 37-50.090 to change the application process from a CUP to a building permit for electrically-charged wires or fences in the Industrial General (IG) Zoning District and modify Section 37-50.090(1)(4) to change the wording of the prohibited locations of electrically-charged wires or fences from “adjacent” to “contiguous” to existing or planned residential development. “Contiguous” would allow consideration of electrically-charged wires or fences on sites located across the street from existing or planned residential development rather than be prohibited per the current term “adjacent.”

The Amendment is shown below (changes in strikethrough/underline format):

“(d) **Location and Maximum Height.** The maximum height of fences, walls, and hedges in required yards (also see *Section 37-50.090(e): Required Walls*) shall be as follows:

- (1) Residential and Agricultural Districts (See **Figure 37-50.20**).
 - (A) Front yards: three feet;
 - (B) Corner side yards:
 - (i) Within ten feet of a corner side property line: three feet, or
 - (ii) If setback a minimum of ten feet from the corner side yard property line: eight feet. Such a fence, wall, or hedge may extend along the corner side yard portion of the lot as well as the length of the house until the fence, wall, or hedge meets the required front yard setback. At no time shall such fence, wall, or hedge encroach into any area of unrestricted visibility as specified in *Section 37-50.460: Driveway and corner visibility*;
 - (C) Interior side or rear yards: eight feet.
- (2) Commercial and Mixed Use Districts.
 - (A) Front yards and corner side yards and within required landscape planters adjoining a street pursuant to *Section 37-50.690(g)(2)(A): three feet*;
 - (B) Interior side and rear yards: eight feet.



*Except for exceptions specified in Subsection (f)

Figure 37-50.20
Max. Fence, Wall, and Hedge Height in Residential and Agricultural Districts

- (3) Industrial Districts.

- (A) Front yards and corner side yards and within required landscape planters adjoining a street pursuant to *Section 37-50.690(g)(2)(A)*: three feet if sight-obscuring. If nonsight-obscuring and set back a minimum of ten feet from the front or corner side yard property line: eight feet, except that electrically-charged wires or fences, subject to the approval of a conditional use permit or a building permit in accordance with *Section 37-50.090(l)*, shall not exceed a maximum height of ten feet;
 - (B) Interior side and rear yards: eight feet, except that electrically-charged wires or fences, subject to the approval of a conditional use permit or a building permit in accordance with *Section 37-50.090(l)*, shall not exceed a maximum height of ten feet.
- (4) Public/Semipublic, Parks and Open Space Districts. The maximum height of fences, walls, and hedges in required yards shall be determined at the time of the approval of the site plan review or conditional use permit (as required by the applicable zoning district) for the principal use where the fence, wall or hedge is proposed to be located. If no such approval is required under the applicable zoning district or if the principal use is existing and no use, building or site modifications are proposed for the site other than the installation of a fence, wall, or hedge, the city planner shall make the determination of the maximum fence, wall, or hedge height permitted for the site based on site conditions, use of the site, and surrounding uses and zoning districts.
 - (5) New Urbanism Districts. Fences, walls, and hedges located on properties in the new urbanism (NU) districts shall be subject to the requirements of *Article III, Division 8: New Urbanism (NU) Districts.*

“(k) **Prohibited Fences.**

- (1) No barbed wire or razor wire or similar fencing is permitted in any district, except that barbed wire may be allowed for security or safety purposes in the IG (General Industrial) district (when not visible from an arterial, collector street, or U.S. Highway 101), and in the IBP (Industrial-Business Park), and in the IGC (Industrial-General Commercial) districts if not visible from any public right-of-way subject to the approval of a Site Plan Review.
- (2) No electrically-charged wires or fences are permitted in any district, except that electrically-charged wires or fences may be allowed for security purposes in the ~~IG (Industrial-General)~~ IBP (Industrial-Business Park) and IGC (Industrial-General Commercial) districts subject to the approval of a conditional use permit in accordance with *Section 37-50.090(l)*. Electrically-charged wires or fences may be

allowed for security purposes in the IG (Industrial General) subject to the approval of a building permit per Section 37-50.090(1)(2).

- (3) Chain link fencing shall be prohibited in any front or corner side yard or in any required landscape planter pursuant to *Section 37-50.690(g)(2)(A)* in an R, C or MU district.
- (1) **Electrically-Charged Wires and Fences.** It shall be unlawful for any person to install, maintain, or operate any electrically-charged wires or fences in violation of this section.
 - (1) Conditional Use Permit Required. A conditional use permit, issued in accordance with *Article VI, Division 8, Conditional Use Permits*, shall be required for all electrically-charged wires or fences, except in the IG (Industrial-General) wherein a building permit is required per Section 37-50.090(1)(2). Conditional use permit and building permit applications for electrically-charged wires or fences shall be subject to review and approval by the fire chief, the police chief, the building official, the city engineer, and the city planner, or their designees, and shall be subject to conditions as deemed reasonable and appropriate to ensure the protection of public health, safety, and welfare.
 - (2) Building Permit Required. A building permit, issued in accordance with Chapter 9 of the City Code, shall be obtained prior to installation of electrically-charged wires or fences. Applicable listing(s) along with other pertinent information and applications shall be provided to the building official prior to approval for building permit issuance.
 - (3) Allowable Zoning Districts. Installation of electrically-charged wires or fences is limited to the following zoning districts: IG (Industrial-General), IBP (Industrial-Business Park), and IGC (Industrial-General Commercial).
 - (4) Location. Electrically-charged wires or fences shall be prohibited on sites ~~adjacent~~ contiguous to existing or planned residential development.
 - (5) Public Access. Electrically-charged wires or fences shall be restricted to sites with limited public access.
 - (6) Security Purposes. Electrically-charged wires or fences may be allowed for security purposes only including, but not limited to, equipment, vehicles, and the like in outdoor storage areas.
 - (7) Energizer Requirements. The energizer for electrically-charged wires or fences shall be driven by a commercial storage battery not to exceed 12 volts direct current. The storage battery shall be charged primarily by a solar panel. However, the solar panel may be augmented by a commercial trickle charger.

- (8) **Maximum Height.** Electrically-charged wires or fences shall not exceed a maximum height of ten feet.
- (9) **Perimeter Fence or Wall.** Perimeter fencing shall be required for all electrically-charged wires or fences as follows:
 - (A) A perimeter fence or wall a minimum of six feet in height shall be installed on the exterior side (the side facing the abutting public right-of-way and/or abutting properties) of any and all electrically-charged wires or fences.
 - (B) The perimeter fence or wall shall be in conformance with requirements including, but not limited to, height and setbacks pursuant to *Section 37-50.090*.
 - (C) The perimeter fence or wall shall be in conformance with the industrial design standards pursuant to *Section 37-30.330* or public/semipublic design standards pursuant to *Section 37-30.400*, as applicable depending on the zoning district.
- (10) **Minimum Safe Distance Between Fences.** Electrically-charged wires or fences shall be installed a minimum distance of at least twelve inches from the perimeter wall or fence as a safety measure to prevent contact with the electrically-charged wires or fences from the perimeter fence or wall.
- (11) **Warning Signs.** Electrically-charged wires or fences shall be clearly identified with warning signs, on both sides of the electrically-charged wires or fences, at intervals of not greater than sixty feet. The warning signs shall contain the words "Warning—Electric Fence" in both English and Spanish and shall include the international safety symbol that signifies "Caution, Risk of Electric Shock/High Voltage."
- (12) **Knox Box.** A "Knox Box" or other similar device approved by the fire department and the police department shall be installed for emergency access purposes. The "Knox Box" shall be designed such that activation of the "Knox Box" will de-energize the electrically-charged wires or fences.
- (13) **Automatic De-energizing.** Electrically-charged wires or fences shall be designed to automatically de-activate/de-energize upon manual cutting of the wires.
- (14) **Hours of Operation.** Electrically-charged wires or fences shall not be allowed in operation when the uses are open to the public.

- (15) Prevention of Fire Hazards. All weeds, brush, trees, and other vegetation in proximity to any electrically-charged wires or fences shall be maintained such that they will not pose a fire hazard, as determined by the fire department.”

Findings in support of the Amendment are incorporated in the attached City Council Ordinance.

CEQA CONSIDERATION:

The environmental impacts of the project have been analyzed in accordance with the California Environmental Quality Act (CEQA). The proposed Zoning Code Amendment is categorically exempt (Class 5) from further environmental analysis per CEQA Guidelines Section 15305 (Minor Alterations in Land Use Limitations).

STRATEGIC PLAN INITIATIVE:

This action supports the Council’s Strategic Goal of Public Safety wherein community safety may be improved using a broad range of proactive approaches.

DEPARTMENTAL COORDINATION:

The Community Development Department and the City Attorney’s Office coordinated the preparation of the ZCA.

FISCAL AND SUSTABILITY IMPACT:

There is no direct funding impact associated with this Amendment.

ATTACHMENTS:

Draft City Council Ordinance
Planning Commission Resolution 2023-11
Draft October 18, 2023 Planning Commission Minutes
October 18, 2023 Planning Commission Staff Report without attachments

ORDINANCE NO. _____ (N.C.S)

AN ORDINANCE AMENDING SECTION 37-50.090 (FENCES, WALLS, AND HEDGES) OF CHAPTER 37 OF THE SALINAS MUNICIPAL CODE (ZONING CODE) TO MODIFY THE APPLICATION PROCESS FOR ELECTRICALLY-CHARGED WIRES AND FENCES IN THE INDUSTRIAL GENERAL (IG) ZONING DISTRICT AND OTHER SUBSECTIONS OF SECTION 37-50.090 (ZCA 2023-001)

WHEREAS, on November 7, 2006, the Salinas City Council, adopted Ordinance Number 2463 replacing the then existing Zoning Code; and

WHEREAS, the Salinas City Council has amended various provisions of Chapter 37 of the Salinas Municipal Code (“Zoning Code”) to allow for general changes, language clarification, and minor corrections; and

WHEREAS, on October 4, 2023, the Salinas Planning Commission continued Zoning Code Amendment 2023-001 to the October 18, 2023 public hearing; and

WHEREAS, on October 18, 2023, at a duly noticed public hearing, the Salinas Planning Commission recommended that the City Council introduce and adopt Zoning Code Amendment 2023-001, which amends Section 37-50.090 (Fences, Walls, and Hedges) of Chapter 37 of the Salinas Municipal Code (Zoning Code) to modify the application process for electrically-charged wires and fences in the Industrial General (IG) Zoning District and other subsections of Section 37-50.090; and

WHEREAS, the Planning Commission weighed the evidence presented at said public hearing, considered the staff report, determined that positive findings could be made for approval of the project and adopted Resolution No. 2023-11 recommending that the City Council finds Zoning Code Amendment 2023-001 exempt from the California Environmental Quality Act (CEQA) and approve Zoning Code Amendment 2023-001; and

WHEREAS, on November 7, 2023, at a duly noticed public hearing, the City Council weighed the evidence, including the Staff Report which is on file at the Community Development Department together with the record of environmental review and hereby finds that the following amendment will not have the effect of reversing policies of the Salinas General Plan or other plans and policies previously adopted by the City Council and the City Council finds the project to be categorically exempt from the California Environmental Quality Act (CEQA), as follows:

Categorical Exemption:

- 1. The project has been found to be a Class 5 Categorical Exemption pursuant to Guidelines Section 15305 of the Guidelines to the California Environmental Quality Act (CEQA);*

The proposed Zoning Code Amendment amends Section 37-50.090 (Fences, Walls, and Hedges) of Chapter 37 of the Salinas Municipal Code (Zoning Code) to modify the application process for electrically-charged wires and fences in the Industrial General (IG)

Zoning District and other subsections of Section 37-50.090 is categorically exempt from further environmental analysis per CEQA Guidelines Section 15305 (Minor Alterations in Land Use Limitations). The proposed Amendment would not result in a significant environmental impact since it involves a minor alteration to the above referenced Zoning Code Section.

WHEREAS, the Salinas City Council adopts the following findings, as set forth in Zoning Code Section 37-60.1120, as the basis for its introduction and adoption of the proposed Zoning Code Amendment:

Zoning Code Amendment 2023-001:

- 1. The Amendment is consistent with the Salinas General Plan and other plans and policies adopted by the Salinas City Council.***

The proposed Zoning Code Amendment would amend Section 37-50.090 (Fences, Walls, and Hedges) of Chapter 37 of the Salinas Municipal Code (Zoning Code) to modify the application process for electrically-charged wires and fences in the Industrial General (IG) Zoning District and other subsections of Section 37-50.090.

The proposed Zoning Code Amendment includes specific standards to ensure that the conditions under which electrically-charged wires or fences would be operated are consistent with the General Plan and Zoning Code, and would not be detrimental to the public health, safety, or welfare. As a result, ZCA 2023-001 would be consistent with the General Plan and Zoning Code.

- 2. The Amendment will not have the effect of reversing the policies of the Salinas General Plan, any applicable Specific Plan, and other plans and policies adopted by the Salinas City Council.***

The proposed Zoning Code Amendment would amend Section 37-50.090 (Fences, Walls, and Hedges) of Chapter 37 of the Salinas Municipal Code (Zoning Code) to modify the application process for electrically-charged wires and fences in the Industrial General (IG) Zoning District and other subsections of Section 37-50.090.

As the General Plan does not specifically address electrically-charged wires or fences, the Zoning Code Amendment would not have the effect of reversing policies of the General Plan. There are no other plans and policies adopted by the Salinas City Council relating to electrically-charged wires or fences. As the Zoning Code Amendment is not site-specific, there are no known applicable Specific Plans.

- 3. The Amendment would not create an isolated district unrelated to adjacent zoning districts.***

The Zoning Code Amendment is an amendment to the text of the Zoning Code and would not rezone or create new zoning districts. Therefore, the Zoning Code Amendment would not create any isolated districts unrelated to adjacent zoning districts.

4. *The City has the capability to provide public utilities, roads, and services to serve the uses allowed by the proposed amendment.*

Salinas is an urbanized area and public infrastructure is presently in place to serve most uses. The proposed Amendment would not create the need for additional infrastructure.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF SALINAS AS FOLLOWS: (Revisions are shown in underline/~~striketrough~~ text)

SECTION 1. Amend Zoning Code Section 37-50.690 (d) and (k) to read as follows:

“(d) **Location and Maximum Height.** The maximum height of fences, walls, and hedges in required yards (also see *Section 37-50.090(e): Required Walls*) shall be as follows:

(1) Residential and Agricultural Districts (See **Figure 37-50.20**).

(A) Front yards: three feet;

(B) Corner side yards:

(i) Within ten feet of a corner side property line: three feet, or

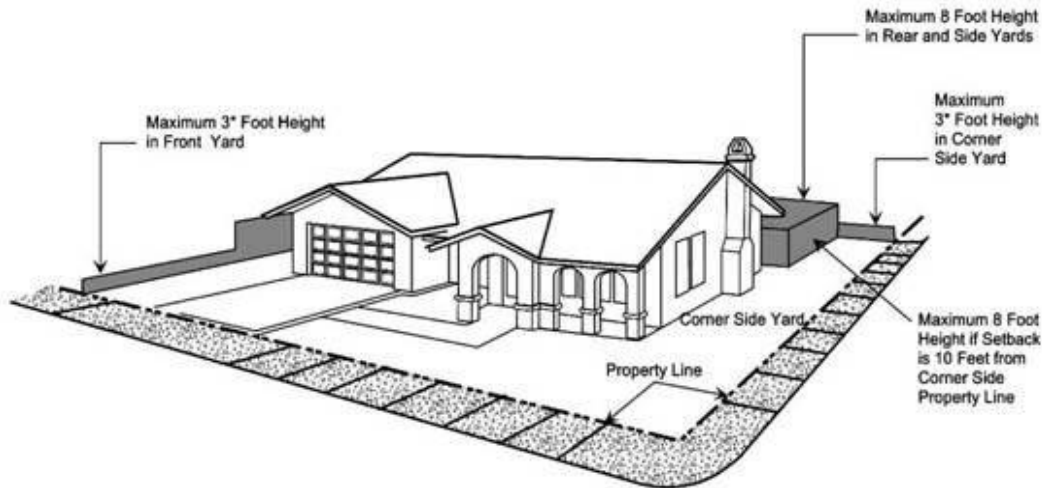
(ii) If setback a minimum of ten feet from the corner side yard property line: eight feet. Such a fence, wall, or hedge may extend along the corner side yard portion of the lot as well as the length of the house until the fence, wall, or hedge meets the required front yard setback. At no time shall such fence, wall, or hedge encroach into any area of unrestricted visibility as specified in *Section 37-50.460: Driveway and corner visibility*;

(C) Interior side or rear yards: eight feet.

(2) Commercial and Mixed Use Districts.

(A) Front yards and corner side yards and within required landscape planters adjoining a street pursuant to *Section 37-50.690(g)(2)(A): three feet*;

(B) Interior side and rear yards: eight feet.



*Except for exceptions specified in Subsection (f)

Figure 37-50.20
Max. Fence, Wall, and Hedge Height in Residential and Agricultural Districts

(3) Industrial Districts.

- (A) Front yards and corner side yards and within required landscape planters adjoining a street pursuant to *Section 37-50.690(g)(2)(A)*: three feet if sight-obscuring. If nonsight-obscuring and set back a minimum of ten feet from the front or corner side yard property line: eight feet, except that electrically-charged wires or fences, subject to the approval of a conditional use permit or a building permit in accordance with *Section 37-50.090(l)*, shall not exceed a maximum height of ten feet;
- (B) Interior side and rear yards: eight feet, except that electrically-charged wires or fences, subject to the approval of a conditional use permit or a building permit in accordance with *Section 37-50.090(l)*, shall not exceed a maximum height of ten feet.

(4) Public/Semipublic, Parks and Open Space Districts. The maximum height of fences, walls, and hedges in required yards shall be determined at the time of the approval of the site plan review or conditional use permit (as required by the applicable zoning district) for the principal use where the fence, wall or hedge is proposed to be located. If no such approval is required under the applicable zoning district or if the principal use is existing and no use, building or site modifications are proposed for the site other than the installation of a fence, wall, or hedge, the city planner shall make the determination of the maximum fence, wall, or hedge height permitted for the site based on site conditions, use of the site, and surrounding uses and zoning districts.

(5) New Urbanism Districts. Fences, walls, and hedges located on properties in the new urbanism (NU) districts shall be subject to the requirements of *Article III, Division 8: New Urbanism (NU) Districts.*”

“(k) **Prohibited Fences.**

- (1) No barbed wire or razor wire or similar fencing is permitted in any district, except that barbed wire may be allowed for security or safety purposes in the IG (General Industrial) district (when not visible from an arterial, collector street, or U.S. Highway 101), and in the IBP (Industrial-Business Park), and in the IGC (Industrial-General Commercial) districts if not visible from any public right-of-way subject to the approval of a Site Plan Review.
 - (2) No electrically-charged wires or fences are permitted in any district, except that electrically-charged wires or fences may be allowed for security purposes in the ~~IG (Industrial-General)~~, IBP (Industrial-Business Park) and IGC (Industrial-General Commercial) districts subject to the approval of a conditional use permit in accordance with *Section 37-50.090(1)*. Electrically-charged wires or fences may be allowed for security purposes in the IG (Industrial General) subject to the approval of a building permit per Section 37-50.090(1)(2).
 - (3) Chain link fencing shall be prohibited in any front or corner side yard or in any required landscape planter pursuant to *Section 37-50.690(g)(2)(A)* in an R, C or MU district.
- (1) **Electrically-Charged Wires and Fences.** It shall be unlawful for any person to install, maintain, or operate any electrically-charged wires or fences in violation of this section.
- (1) Conditional Use Permit Required. A conditional use permit, issued in accordance with *Article VI, Division 8, Conditional Use Permits*, shall be required for all electrically-charged wires or fences, except in the IG (Industrial-General) wherein a building permit is required per Section 37-50.090(1)(2). Conditional use permit and building permit applications for electrically-charged wires or fences shall be subject to review and approval by the fire chief, the police chief, the building official, the city engineer, and the city planner, or their designees, and shall be subject to conditions as deemed reasonable and appropriate to ensure the protection of public health, safety, and welfare.
 - (2) Building Permit Required. A building permit, issued in accordance with Chapter 9 of the City Code, shall be obtained prior to installation of electrically-charged wires or fences. Applicable listing(s) along with other pertinent information and applications shall be provided to the building official prior to approval for building permit issuance.
 - (3) Allowable Zoning Districts. Installation of electrically-charged wires or fences is limited to the following zoning districts: IG (Industrial-General), IBP (Industrial-Business Park), and IGC (Industrial-General Commercial).
 - (4) Location. Electrically-charged wires or fences shall be prohibited on sites ~~adjacent~~ contiguous to existing or planned residential development.
 - (5) Public Access. Electrically-charged wires or fences shall be restricted to sites with limited public access.
 - (6) Security Purposes. Electrically-charged wires or fences may be allowed for security purposes only including, but not limited to, equipment, vehicles, and the like in outdoor storage areas.

- (7) Energizer Requirements. The energizer for electrically-charged wires or fences shall be driven by a commercial storage battery not to exceed 12 volts direct current. The storage battery shall be charged primarily by a solar panel. However, the solar panel may be augmented by a commercial trickle charger.
- (8) Maximum Height. Electrically-charged wires or fences shall not exceed a maximum height of ten feet.
- (9) Perimeter Fence or Wall. Perimeter fencing shall be required for all electrically-charged wires or fences as follows:
 - (A) A perimeter fence or wall a minimum of six feet in height shall be installed on the exterior side (the side facing the abutting public right-of-way and/or abutting properties) of any and all electrically-charged wires or fences.
 - (B) The perimeter fence or wall shall be in conformance with requirements including, but not limited to, height and setbacks pursuant to *Section 37-50.090*.
 - (C) The perimeter fence or wall shall be in conformance with the industrial design standards pursuant to *Section 37-30.330* or public/semipublic design standards pursuant to *Section 37-30.400*, as applicable depending on the zoning district.
- (10) Minimum Safe Distance Between Fences. Electrically-charged wires or fences shall be installed a minimum distance of at least twelve inches from the perimeter wall or fence as a safety measure to prevent contact with the electrically-charged wires or fences from the perimeter fence or wall.
- (11) Warning Signs. Electrically-charged wires or fences shall be clearly identified with warning signs, on both sides of the electrically-charged wires or fences, at intervals of not greater than sixty feet. The warning signs shall contain the words "Warning—Electric Fence" in both English and Spanish and shall include the international safety symbol that signifies "Caution, Risk of Electric Shock/High Voltage."
- (12) Knox Box. A "Knox Box" or other similar device approved by the fire department and the police department shall be installed for emergency access purposes. The "Knox Box" shall be designed such that activation of the "Knox Box" will de-energize the electrically-charged wires or fences.
- (13) Automatic De-energizing. Electrically-charged wires or fences shall be designed to automatically de-activate/de-energize upon manual cutting of the wires.
- (14) Hours of Operation. Electrically-charged wires or fences shall not be allowed in operation when the uses are open to the public.
- (15) Prevention of Fire Hazards. All weeds, brush, trees, and other vegetation in proximity to any electrically-charged wires or fences shall be maintained such that they will not pose a fire hazard, as determined by the fire department."

SECTION 2. This Ordinance shall take effect and be in force thirty days from and after its adoption.

SECTION 3. The Salinas City Clerk is hereby directed to cause the following summary of this ordinance to be published by one (1) insertion in The Monterey Herald, a newspaper of general circulation published and circulated in the City of Salinas and hereby designated for that purpose by the Salinas City Council:

“An Ordinance amending Chapter 37 of the Salinas Municipal Code (Zoning Code) to amend Section 37-50.090 (Fences, Walls, and Hedges) of Chapter 37 of the Salinas Municipal Code (Zoning Code) to modify the application process for electrically-charged wires and fences in the Industrial General (IG) Zoning District and other subsections of Section 37-50.090 (ZCA 2023-001).”

SECTION 4. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Salinas City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

This Ordinance was introduced and read on November 7, 2023, and passed and adopted on November 7, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED

Kimbley Craig, Mayor

ATTEST

Patricia Barajas, City Clerk

APPROVED AS TO FORM

Christopher A. Callihan, City Attorney

**SALINAS PLANNING COMMISSION
RESOLUTION NO. 2023-11**

**RESOLUTION RECOMMENDING THE CITY COUNCIL ADOPT AN ORDINANCE
TO AMEND ZONING CODE SECTION 37-50.090 (FENCES, WALLS, AND HEDGES)
OF CHAPTER 37 OF THE SALINAS MUNICIPAL CODE (ZONING CODE) TO
MODIFY THE APPLICATION PROCESS FOR ELECTRICALLY-CHARGED WIRES
AND FENCES IN THE INDUSTRIAL GENERAL (IG) ZONING DISTRICT AND
OTHER SUBSECTIONS OF SECTION 37-50.090
(ZCA 2023-001)**

WHEREAS, on November 7, 2006, the Salinas City Council, adopted Ordinance Number 2463 replacing the existing Zoning Code; and

WHEREAS, the Salinas City Council has amended various provisions of Chapter 37 of the Salinas Municipal Code (“Zoning Code”) to allow for general changes, language clarification, and minor corrections; and

WHEREAS, on October 4, 2023, this item was continued to the October 18, 2023 Planning Commission public hearing at the request of the Applicant; and

WHEREAS, on October 18, 2023, at a duly noticed public hearing, the Salinas Planning Commission recommended that the City Council introduce and adopt Zoning Code Amendment 2023-001, which amends Section 37-50.090 (Fences, Walls, and Hedges) of Chapter 37 of the Salinas Municipal Code (Zoning Code) to modify the application process for electrically-charged wires and fences in the Industrial General (IG) Zoning District and other subsections of Section 37-50.090; and

WHEREAS, on October 18, 2023, the Salinas Planning Commission weighed the evidence presented at hearing, including the Staff Report which is on file at the Community Development Department together with the record of environmental review and hereby finds that the following amendment will not have the effect of reversing policies of the Salinas General Plan or other plans and policies previously adopted by the City Council and finds the project to be categorically exempt from the California Environmental Quality Act (CEQA), as follows:

NOW, THEREFORE, BE IT RESOLVED by the Salinas Planning Commission that the Commission recommends that the City Council find the project to be categorically exempt from the California Environmental Quality Act and introduce and then adopt Zoning Code Amendment 2023-001; and

BE IT FURTHER RESOLVED that the Salinas Planning Commission adopts the following findings as the basis for its determination, and that the foregoing recitations are true and correct, and are included herein by reference as findings:

Categorical Exemption:

- 1. The project has been found to be a Class 5 Categorical Exemption pursuant to Guidelines Section 15305 of the Guidelines to the California Environmental Quality Act (CEQA).*

The proposed Zoning Code Amendment amends Section 37-50.090 (Fences, Walls, and Hedges) of Chapter 37 of the Salinas Municipal Code (Zoning Code) to modify the application process for electrically-charged wires and fences in the Industrial General (IG) Zoning District and other subsections of Section 37-50.090 is categorically exempt from further environmental analysis per CEQA Guidelines Section 15305 (Minor Alterations in Land Use Limitations). The proposed Amendment would not result in a significant environmental impact since it involves a minor alteration to the above referenced Zoning Code Section.

WHEREAS, the Salinas City Council adopts the following findings, as set forth in Zoning Code Section 37-60.1120, as the basis for its introduction and adoption of the proposed Zoning Code Amendment:

Zoning Code Amendment 2023-001:

- 1. The Amendment is consistent with the Salinas General Plan and other plans and policies adopted by the Salinas City Council.***

The proposed Zoning Code Amendment would amend Section 37-50.090 (Fences, Walls, and Hedges) of Chapter 37 of the Salinas Municipal Code (Zoning Code) to modify the application process for electrically-charged wires and fences in the Industrial General (IG) Zoning District and other subsections of Section 37-50.090.

The proposed Zoning Code Amendment includes specific standards to ensure that the conditions under which electrically-charged wires or fences would be operated are consistent with the General Plan and Zoning Code, and would not be detrimental to the public health, safety, or welfare. As a result, ZCA 2023-001 would be consistent with the General Plan and Zoning Code.

- 2. The Amendment will not have the effect of reversing the policies of the Salinas General Plan, any applicable Specific Plan, and other plans and policies adopted by the Salinas City Council.***

The proposed Zoning Code Amendment would amend Section 37-50.090 (Fences, Walls, and Hedges) of Chapter 37 of the Salinas Municipal Code (Zoning Code) to modify the application process for electrically-charged wires and fences in the Industrial General (IG) Zoning District and other subsections of Section 37-50.090.

As the General Plan does not specifically address electrically-charged wires or fences, the Zoning Code Amendment would not have the effect of reversing policies of the General Plan. There are no other plans and policies adopted by the Salinas City Council relating to electrically-charged wires or fences. As the Zoning Code Amendment is not site-specific, there are no known applicable Specific Plans.

- 3. The Amendment would not create an isolated district unrelated to adjacent zoning districts.***

The Zoning Code Amendment is an amendment to the text of the Zoning Code and would not rezone or create new zoning districts. Therefore, the Zoning Code Amendment would not create any isolated districts unrelated to adjacent zoning districts.

4. *The City has the capability to provide public utilities, roads, and services to serve the uses allowed by the proposed amendment.*

Salinas is an urbanized area and public infrastructure is presently in place to serve most uses. The proposed Amendment would not create the need for additional infrastructure.

PASSED AND APPROVED this 18th day of October 2023, by the following vote:

AYES: Chairperson Gonzalez, Commissioners Donohue, McKelvey Daye, Meeks, Purnell, Ramos

NOES: None

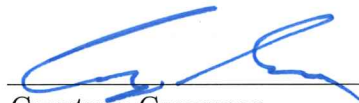
ABSTAIN: None

ABSENT: Commissioner Manzo

THIS IS TO CERTIFY that the foregoing is a full, true, and correct copy of a Resolution of the Planning Commission of the City of Salinas, that said Resolution was passed and approved by the affirmative and majority vote of said Planning Commission at a meeting held on October 18, 2023, and that said Resolution has not been modified, amended, or rescinded, and is now in full force and effect.

SALINAS PLANNING COMMISSION

Date: 10/25/23



Courtney Grossman
Secretary

**UNOFFICIAL MINUTES
OF THE
SALINAS PLANNING COMMISSION
October 18, 2023**

The meeting was called to order at 3:31 p.m. in the City Council Chamber Rotunda.

PLEDGE OF ALLEGIANCE

ROLL CALL

WELCOME AND STAFF INTRODUCTIONS

PRESENT: Chairperson Gonzalez, and Commissioners, Meeks, Donohue, McKelvey Daye, Ramos, and Purnell

ABSENT: Commissioner Manzo

STAFF: Community Development Director, Lisa Brinton; Planning Manager; Courtney Grossman; Senior Planner, Thomas Wiles; and Administrative Aide, Desteny Villa

COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

Chairperson Gonzalez opened for public comment at 3:32 p.m.

Chairperson Gonzalez closed for public comment at 3:32 p.m.

APPROVAL OF THE MINUTES: October 4, 2023

Upon motion by Commissioner Donohue, and a second by Commissioner Meeks, the minutes of October 4, 2023, were approved. The motion carried by the following vote:

AYES: Chairperson Gonzalez, and Commissioners Meeks, Donohue, McKelvey Daye, Ramos and Purnell

NOES: None

ABSTAIN: None

ABSENT: Commissioner Manzo

ADMINISTRATIVE REPORTS

None

CONSIDERATIONS

None

PUBLIC HEARINGS

Zoning Code Amendment 2023-001; Amend Zoning Code Section 37-50.090 (Fences, walls, hedges) of Chapter 37 of the Salinas Municipal Code (Zoning Code) to modify the application process for electrically- charged wires and fences in the Industrial General (IG) Zoning District and other subsections of Section 37-50.090

Senior Planner, Thomas Wiles presented a PowerPoint presentation, which is on file at the Community Development Department.

Commissioner Donohue inquired about the acronym “IG.”

Mr. Wiles informed that “IG” is short for Industrial General.

Commissioner Donohue inquired about the acronym “IBP.”

Mr. Wiles informed that “IBP” is short for Industrial Business Park.

Commissioner Donohue inquired about the acronym “IGC.”

Mr. Wiles informed that “IGC” is short for Industrial General Commercial and is the medium between the IG and the IBP.

Commissioner Donohue inquired about the electronic fence permit and whether the Industrial Zoning District requires a Conditional Use Permit.

Mr. Wiles informed that all three Zoning Districts currently allows for the Conditional Use Permit, the ZCA would change in the process IG district from a Conditional Use Permit to a building permit.

Commissioner Donohue inquired about the value of a Conditional Use Permit.

Mr. Wiles informed that a Conditional Use Permit is discretionary permit. The minimum outcome would be an administrative notice of intent to approve, or the Conditional Use Permit could be sent to Planning Commission whether it be protested, or for a recommendation for approval to go to City Council. Whereas the building permit is approved by the Permit Center and is required to be in compliance.

Courtney Grossman, Planning Manager, informed that the value of a Conditional Use Permit would include provision of public notification to neighboring properties within 300 feet. Whereas a building permit would not include a public notification to neighboring properties.

Commissioner Donohue inquired whether there were public notices sent out during the first review.

Mr. Wiles informed that public notices were sent out during the first review due to the 3 Zoning Districts requirements for public notices on Conditional Use Permits.

Commissioner Meeks inquired about the types of voltage that will be installed with the fencing.

Mr. Wiles suggested that the applicant may be able to elaborate.

Commissioner McKelvey Daye inquired about Industrial General areas within the city and the requirements for proper postings.

Mr. Wiles informed that businesses interested in the electric fencing would conform with the Zoning Amendment Code requirements which includes proper posting.

Commissioner McKelvey Daye informed about the IG area being surrounded by a homeless population.

Mr. Wiles informed the heavy industrial is located in Industrial General District.

Commissioner McKelvey Daye inquired about the proper posting for building permits.

Mr. Wiles informed that he is not aware of the proper posting for the building code requirements, but would have to be in compliance with the building code.

Mr. Grossman requested clarification on what is meant by proper posting of a building permit.

Commissioner McKelvey Daye provided an example by stating if she were to have an electrical fence around her personal property whether there are types of signage that would be needed.

Mr. Grossman informed that there are warning signs embedded in the Zoning Code and spacing requirements that are around 50 feet. Advisory warning signs are required to be posted to avoid potential danger.

Mr. Wiles referred to page 5 on the code section which includes posting information.

Commissioner Purnell inquired about the purpose of changing the wording of adjacent to contiguous.

Mr. Wiles informed that adjacent is close or nearby (across the street), but in this matter would be changed to contiguous or abut and abutting.

Commissioner Purnell inquired about the current estimate of how many permits have been issued for electric fencing.

Mr. Wiles informed there are roughly about a dozen permits that have been issued.

Commissioner Purnell inquired about the reason this item has been brought to Planning Commission.

Mr. Wiles informed that the request is from the Amarock security company.

Chairperson Gonzalez inquired whether two business can be contiguous with electric fencing.

Mr. Wiles informed that two businesses with electric fencing can be contiguous to one another.

Chairperson Gonzalez inquired about continuing to expand the use of electric fencing outside of the IG, IBP, and IGC District.

Mr. Wiles informed that there have been requests for electric fencing outside of the Industrial Zoning Districts mentioned, but there are no changes at this time to the districts.

Keith Kaneko, Permanent Security Provider from Amarock, informed that the company has been working with the City to permit electrically charged wired fences and stated this type of technology has been implemented into other City of Salinas businesses in recent times and has been beneficial to the businesses it serves by securing the properties. He highlighted the importance of safety and security, and his hopes for the approval from the City due to this being time sensitive as a result of potential stolen items or vandalized properties.

Commissioner Purnell inquired about the types of voltage that will be installed to the fencing specifically for Mr. Kaneko.

Mr. Kaneko informed that the pulse voltage of the fencing is 7,000 volts and experts say is medically safe due to the duration of the shock and receives its battery energy by a solar panel.

Chairperson Gonzalez inquired about the effects it may have on an individual with a heart condition.

Mr. Kaneko informed that experts have tested this voltage shock on individuals who have pacemakers, individuals standing in a puddle of water, children, pets, etc.

Chairperson Gonzalez inquired about the signage whether it is in English and Spanish.

Mr. Wiles informed that signage has to contain words in English and Spanish which include international safety symbols.

Commissioner Meeks motioned to recommend approval to City Council of ZCA 2023-001. Commissioner Ramos seconded the motion. The motion carried by the following vote:

AYES: Chairperson Gonzalez, and Commissioners Meeks, Donohue, McKelvey Daye, Ramos and Purnell

NOES: None

ABSTAIN: None

ABSENT: Commissioner Manzo

OTHER BUSINESS

General Plan Steering Committee Updates

None

FOLLOW UP REPORTS

None

FUTURE AGENDA ITEMS

Mr. Grossman informed the Final Housing Element will be presented at the next Planning Commission meeting scheduled on November 15, 2023.

ADJOURNMENT

Chairperson Gonzalez reviewed for quorum for November 1, 2023, and adjourned the meeting at 3:57 p.m.

ROSA GONZALEZ
Chairperson

COURTNEY GROSSMAN
Executive Secretary

JOHN MEEKS
Vice Chairperson



**CITY OF SALINAS
PLANNING COMMISSION REPORT**

DATE: OCTOBER 18, 2023

TO: PLANNING COMMISSION

FROM: COURTNEY GROSSMAN, PLANNING MANAGER

BY: THOMAS WILES, SENIOR PLANNER

TITLE: ZONING CODE AMENDMENT 2023-001; AMEND ZONING CODE SECTION 37-50.090 (FENCES, WALLS, AND HEDGES) OF CHAPTER 37 OF THE SALINAS MUNICIPAL CODE (ZONING CODE) TO MODIFY THE APPLICATION PROCESS FOR ELECTRICALLY-CHARGED WIRES AND FENCES IN THE INDUSTRIAL GENERAL (IG) ZONING DISTRICT AND OTHER SUBSECTIONS OF SECTION 37-50.090

RECOMMENDED MOTION:

A motion to approve a Resolution recommending that the City Council find the project categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15305 and adopt an Ordinance amending Chapter 37 of the Salinas Municipal Code (Zoning Code) to modify the application process for electrically-charged wires and fences in the Industrial General (IG) Zoning District and other subsections of Section 37-50.090.

EXECUTIVE SUMMARY:

Chapter 37, Article VI, Division 14 provides for a process whereby all Zoning Code Amendments are brought before the Planning Commission for a recommendation to the City Council for a final decision. The proposed Zoning Code Amendment (ZCA) would modify the application process from a Conditional Use Permit to a Building Permit for electrically-charged wires and fences in the Industrial General (IG) Zoning District and modify Section 37-50.090(1)(4) to change the wording of the prohibited locations of electrically-charged wires or fences from “adjacent” to “contiguous” to existing or planned residential development.

DISCUSSION:

Background:

Zoning Code Amendment 2023-001 (ZCA 2023-001) would amend Zoning Code Section 37-50.090 (Fences, Walls, and Hedges) to modify the application process for electrically-charged wires or fences in the Industrial General (IG) Zoning District and other subsections of Section 37-50.090. Currently, Zoning Code Section 37-50.090(1)(3) only permits electrically-charged wires or fences in the following Zoning Districts: Industrial General (IG), Industrial-Business Park (IBP), and the Industrial-General Commercial (IGC) Zoning Districts. Zoning Code Sections 37-50.090(k)(2) and (l)(1) require that all electrically-charged wires or fences shall obtain a Conditional Use Permit (CUP). Subsequently, a building permit is required.

Amarok Security Inc. is requesting that the City revise the Zoning Code concerning electrically-charged wires or fences. The proposed Zoning Code Amendment would remove the requirement to obtain a CUP for electrically-charged wires or fences in the Industrial General (IG) Zoning District and only require issuance of a building permit. A CUP would still be required for electrically-charged wires or fences in both the IBP and the IGC Zoning Districts. The Amendment would also revise Zoning Code Section 37-50.090(1)(4), to change the wording of the prohibited locations of electrically-charged wires or fences from “adjacent” to “contiguous” to existing or planned residential development. “Contiguous” would allow consideration of electrically-charged wires or fences on sites located across the street from existing or planned residential development rather than be prohibited per the current term “adjacent”.

A public hearing notice for the originally scheduled Planning Commission meeting on October 4, 2023, regarding the proposed Amendment was published in the Monterey Herald on September 18, 2023. The Applicant (Amarok Security Inc.) requested that the Zoning Code Amendment be continued to the October 18, 2023 Planning Commission hearing to provide additional time to process the application.

DISCUSSION:

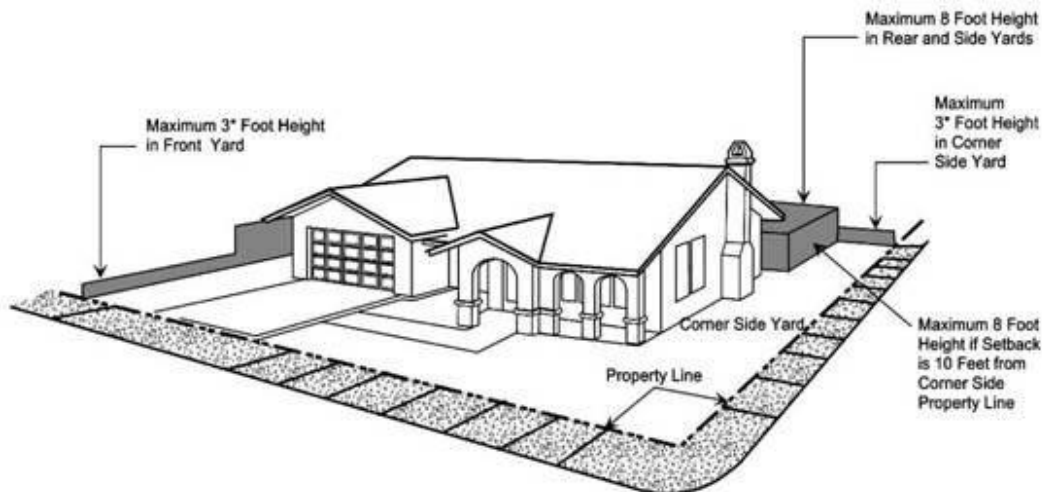
Analysis:

The Amendment would modify Zoning Code Section 37-50.090 to change the application process from a CUP to a building permit for electrically-charged wires or fences in the Industrial General (IG) Zoning District and modify Section 37-50.090(1)(4) to change the wording of the prohibited locations of electrically-charged wires or fences from “adjacent” to “contiguous” to existing or planned residential development. “Contiguous” would allow consideration of electrically-charged wires or fences on sites located across the street from existing or planned residential development rather than be prohibited per the current term “adjacent”.

The amendment is shown below (changes in strikethrough/underline format):

“(d) **Location and Maximum Height.** The maximum height of fences, walls, and hedges in required yards (also see *Section 37-50.090(e): Required Walls*) shall be as follows:

- (1) Residential and Agricultural Districts (See **Figure 37-50.20**).
 - (A) Front yards: three feet;
 - (B) Corner side yards:
 - (i) Within ten feet of a corner side property line: three feet, or
 - (ii) If setback a minimum of ten feet from the corner side yard property line: eight feet. Such a fence, wall, or hedge may extend along the corner side yard portion of the lot as well as the length of the house until the fence, wall, or hedge meets the required front yard setback. At no time shall such fence, wall, or hedge encroach into any area of unrestricted visibility as specified in *Section 37-50.460: Driveway and corner visibility*;
 - (C) Interior side or rear yards: eight feet.
- (2) Commercial and Mixed Use Districts.
 - (A) Front yards and corner side yards and within required landscape planters adjoining a street pursuant to *Section 37-50.690(g)(2)(A): three feet*;
 - (B) Interior side and rear yards: eight feet.



*Except for exceptions specified in Subsection (f)

Figure 37-50.20
Max. Fence, Wall, and Hedge Height in Residential and Agricultural Districts

- (3) Industrial Districts.

- (A) Front yards and corner side yards and within required landscape planters adjoining a street pursuant to *Section 37-50.690(g)(2)(A)*: three feet if sight-obscuring. If nonsight-obscuring and set back a minimum of ten feet from the front or corner side yard property line: eight feet, except that electrically-charged wires or fences, subject to the approval of a conditional use permit or a building permit in accordance with *Section 37-50.090(l)*, shall not exceed a maximum height of ten feet;
 - (B) Interior side and rear yards: eight feet, except that electrically-charged wires or fences, subject to the approval of a conditional use permit or a building permit in accordance with *Section 37-50.090(l)*, shall not exceed a maximum height of ten feet.
- (4) Public/Semipublic, Parks and Open Space Districts. The maximum height of fences, walls, and hedges in required yards shall be determined at the time of the approval of the site plan review or conditional use permit (as required by the applicable zoning district) for the principal use where the fence, wall or hedge is proposed to be located. If no such approval is required under the applicable zoning district or if the principal use is existing and no use, building or site modifications are proposed for the site other than the installation of a fence, wall, or hedge, the city planner shall make the determination of the maximum fence, wall, or hedge height permitted for the site based on site conditions, use of the site, and surrounding uses and zoning districts.
 - (5) New Urbanism Districts. Fences, walls, and hedges located on properties in the new urbanism (NU) districts shall be subject to the requirements of *Article III, Division 8: New Urbanism (NU) Districts.*”

“(k) Prohibited Fences.

- (1) No barbed wire or razor wire or similar fencing is permitted in any district, except that barbed wire may be allowed for security or safety purposes in the IG (General Industrial) district (when not visible from an arterial, collector street, or U.S. Highway 101), and in the IBP (Industrial-Business Park), and in the IGC (Industrial-General Commercial) districts if not visible from any public right-of-way subject to the approval of a Site Plan Review.
- (2) No electrically-charged wires or fences are permitted in any district, except that electrically-charged wires or fences may be allowed for security purposes in the ~~IG (Industrial-General)~~, IBP (Industrial-Business Park) and IGC (Industrial-General Commercial) districts subject to the approval of a conditional use permit in accordance with *Section 37-50.090(l)*. Electrically-charged wires or fences may be allowed for security purposes in the IG (Industrial General) subject to the approval of a building permit per Section 37-50.090(l)(2).

- (3) Chain link fencing shall be prohibited in any front or corner side yard or in any required landscape planter pursuant to *Section 37-50.690(g)(2)(A)* in an R, C or MU district.
- (1) **Electrically-Charged Wires and Fences.** It shall be unlawful for any person to install, maintain, or operate any electrically-charged wires or fences in violation of this section.
 - (1) **Conditional Use Permit Required.** A conditional use permit, issued in accordance with *Article VI, Division 8, Conditional Use Permits*, shall be required for all electrically-charged wires or fences, except in the IG (Industrial-General) wherein a building permit is required per Section 37-50.090(1)(2). Conditional use permit and building permit applications for electrically-charged wires or fences shall be subject to review and approval by the fire chief, the police chief, the building official, the city engineer, and the city planner, or their designees, and shall be subject to conditions as deemed reasonable and appropriate to ensure the protection of public health, safety, and welfare.
 - (2) **Building Permit Required.** A building permit, issued in accordance with Chapter 9 of the City Code, shall be obtained prior to installation of electrically-charged wires or fences. Applicable listing(s) along with other pertinent information and applications shall be provided to the building official prior to approval for building permit issuance.
 - (3) **Allowable Zoning Districts.** Installation of electrically-charged wires or fences is limited to the following zoning districts: IG (Industrial-General), IBP (Industrial-Business Park), and IGC (Industrial-General Commercial).
 - (4) **Location.** Electrically-charged wires or fences shall be prohibited on sites ~~adjacent~~ contiguous to existing or planned residential development.
 - (5) **Public Access.** Electrically-charged wires or fences shall be restricted to sites with limited public access.
 - (6) **Security Purposes.** Electrically-charged wires or fences may be allowed for security purposes only including, but not limited to, equipment, vehicles, and the like in outdoor storage areas.
 - (7) **Energizer Requirements.** The energizer for electrically-charged wires or fences shall be driven by a commercial storage battery not to exceed 12 volts direct current. The storage battery shall be charged primarily by a solar panel. However, the solar panel may be augmented by a commercial trickle charger.
 - (8) **Maximum Height.** Electrically-charged wires or fences shall not exceed a maximum height of ten feet.
 - (9) **Perimeter Fence or Wall.** Perimeter fencing shall be required for all electrically-charged wires or fences as follows:

- (A) A perimeter fence or wall a minimum of six feet in height shall be installed on the exterior side (the side facing the abutting public right-of-way and/or abutting properties) of any and all electrically-charged wires or fences.
 - (B) The perimeter fence or wall shall be in conformance with requirements including, but not limited to, height and setbacks pursuant to *Section 37-50.090*.
 - (C) The perimeter fence or wall shall be in conformance with the industrial design standards pursuant to *Section 37-30.330* or public/semipublic design standards pursuant to *Section 37-30.400*, as applicable depending on the zoning district.
- (10) Minimum Safe Distance Between Fences. Electrically-charged wires or fences shall be installed a minimum distance of at least twelve inches from the perimeter wall or fence as a safety measure to prevent contact with the electrically-charged wires or fences from the perimeter fence or wall.
 - (11) Warning Signs. Electrically-charged wires or fences shall be clearly identified with warning signs, on both sides of the electrically-charged wires or fences, at intervals of not greater than sixty feet. The warning signs shall contain the words "Warning—Electric Fence" in both English and Spanish and shall include the international safety symbol that signifies "Caution, Risk of Electric Shock/High Voltage."
 - (12) Knox Box. A "Knox Box" or other similar devise approved by the fire department and the police department shall be installed for emergency access purposes. The "Knox Box" shall be designed such that activation of the "Knox Box" will de-energize the electrically-charged wires or fences.
 - (13) Automatic De-energizing. Electrically-charged wires or fences shall be designed to automatically de-activate/de-energize upon manual cutting of the wires.
 - (14) Hours of Operation. Electrically-charged wires or fences shall not be allowed in operation when the uses are open to the public.
 - (15) Prevention of Fire Hazards. All weeds, brush, trees, and other vegetation in proximity to any electrically-charged wires or fences shall be maintained such that they will not pose a fire hazard, as determined by the fire department."

CONCLUSION:

The proposed Zoning Code Amendment would modify the application process for electrically-charged wires or fences in the Industrial General (IG) zoning district and other subsections of Section 37-50.090. Findings in support of the Amendment are incorporated in the attached Planning Commission Resolution.

CEQA CONSIDERATION:

The environmental impacts of the project have been analyzed in accordance with the California Environmental Quality Act (CEQA). The proposed Zoning Code Amendment is categorically exempt (Class 5) from further environmental analysis per CEQA Guidelines Section 15305 (Minor Alterations in Land Use Limitations).

TIME CONSIDERATION:

The proposed project is a request for a Zoning Code Amendment, which is a legislative act and not subject to the Permit Streamlining Act (PSA).

ALTERNATIVES AVAILABLE TO THE COMMISSION:

The Planning Commission has the following alternatives:

- 1) Affirm the findings set forth in the attached Resolution, recommending that the City Council find the Amendment exempt from CEQA and introduce and then adopt the Amendment with modifications; or
- 2) Find that the Amendment is not appropriate and establish findings at the public hearing recommending that the City Council deny the Amendment.

ATTACHMENTS:

Draft Planning Commission Resolution
Draft City Council Ordinance

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PC Granicus Submittals\ZCA 2023-001 Granicus PC Staff Report.docx

**ZONING CODE AMENDMENT 2023-001; AMEND ZONING
CODE SECTION 37-50.090 (FENCES, WALLS, AND HEDGES)
OF CHAPTER 37 OF THE SALINAS MUNICIPAL CODE
(ZONING CODE) TO MODIFY THE APPLICATION PROCESS
FOR ELECTRICALLY-CHARGED WIRES AND FENCES IN THE
INDUSTRIAL GENERAL (IG) ZONING DISTRICT AND OTHER
SUBSECTIONS OF SECTION 37-50.090**

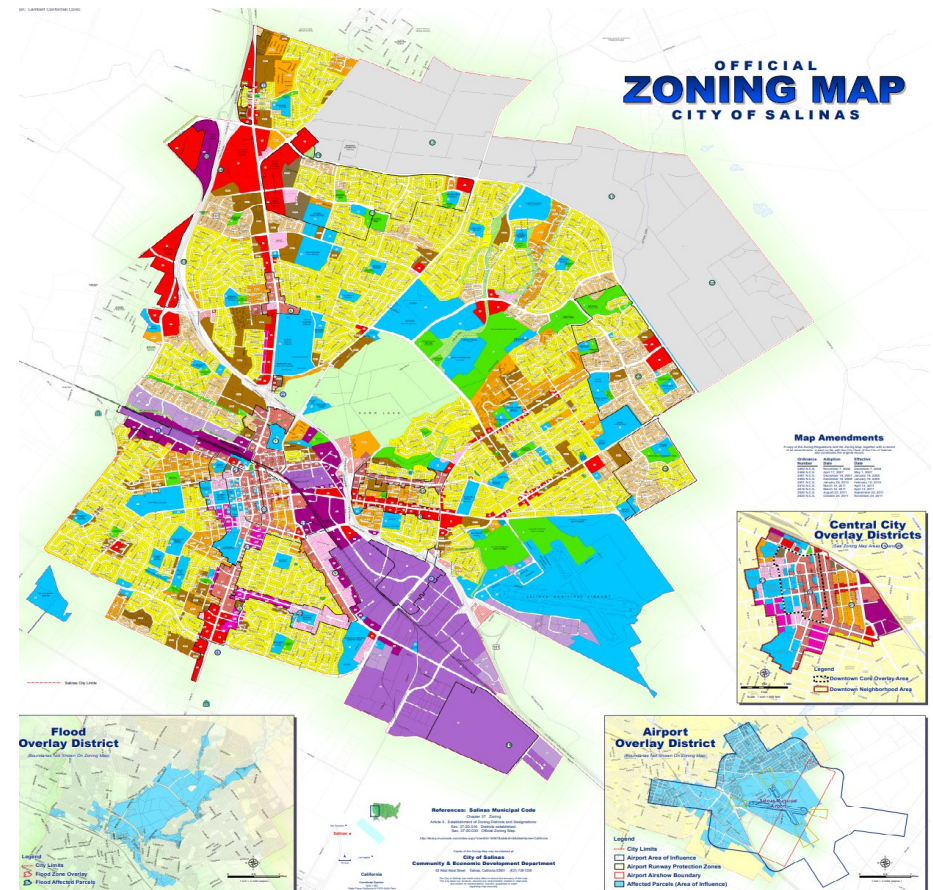


Thomas Wiles, Senior Planner
Community Development Department
Tuesday, November 7, 2023

Zoning Code Amendment 2023-001

Amend Zoning Code Section:

- 37-50.090 (Fences, walls, and hedges)
- Modify process for electrically-charged wires and fences
 - IG District:
 - Allow with building permit/No CUP
 - IBP and IGC Districts:
 - Maintain CUP process
- Change wording 37-50.090(1)(4):
 - “Adjacent” to “Contiguous”



Proposed Modifications

- Section 37-50.090(d)(3)(a)(b):
 - Allow electrically-charged wires or fences
 - With CUP or building permit
- Section 37-50.090(k)(2) and (l)(1):
 - Allowed in IG District
 - Building permit
 - Maintain CUP process in IBP and IGC Districts
- Section 37-50.090(1)(4):
 - Change wording from “Adjacent” to “Contiguous”
 - Consistent with Zoning Code definition

CEQA and Planning Commission

- Exempt from CEQA per Guidelines Section 15305
 - Minor Alterations in Land Use Limitations
- Planning Commission recommended approval on October 18, 2023
- Public Notice:
 - Published in the Monterey Herald as 1/8th page – 10/26/23

Recommendation

A motion

- 1) Finding Zoning Code Amendment 2023-001 categorically exempt from the California Environmental Quality Act (CEQA)

- 2) Adopt an Ordinance amending Chapter 37 of the Salinas Municipal Code to allow:
 - Electrically-charged wires and fences in IG District with a building permit
 - Modify wording from “Adjacent” to “Contiguous”



City of Salinas

200 Lincoln Ave., Salinas,
CA 93901
www.cityofsalinas.org

Legislation Text

File #: ID#23-634, **Version:** 1

2nd reading, Ordinance amending Chapter 5, Article VII of the Salinas Municipal Code; Cannabis Regulations

Consider Ordinance Amendment 2023-001 exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) and to adopt an Ordinance amending Cannabis regulations Chapter 5, Article VII of the Salinas Municipal Code.



**CITY OF SALINAS
COUNCIL REPORT**

DATE: NOVEMBER 7, 2023
TO: CITY COUNCIL
FROM: LISA BRINTON, COMMUNITY DEVELOPMENT DIRECTOR
BY: COURTNEY GROSSMAN, PLANNING MANAGER
TITLE: ORDINANCE AMENDING CHAPTER 5, ARTICLE VII OF THE SALINAS MUNICIPAL CODE; CANNABIS REGULATIONS

RECOMMENDED MOTION:

A motion to find Ordinance Amendment 2023-001 exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) and to adopt an Ordinance amending Cannabis regulations Chapter 5, Article VII of the Salinas Municipal Code.

EXECUTIVE SUMMARY:

Cannabis regulations are contained in the Salinas Municipal Code (SMC) under Article VII – CANNABIS within Chapter 5 - Public Peace and Morals. Currently, the number of permits allowed under each cannabis business types is limited. The proposed amendment would change cannabis regulations to combine Dispensary and Delivery business types to create additional opportunities for Dispensaries, reduce the required sensitive use buffer distance to align with state law, and add authority to the cannabis selection committee to approve a Retail Facility located within the non-state regulated sensitive use buffer, subject to findings. The proposed amendment has been reviewed by the City Council Cannabis Subcommittee.

BACKGROUND:

Commercial cannabis businesses have been operational in Salinas since 2017. Currently, permits are limited by business type and are competitively processed through various rounds of review and approval. Based on operator interest received and discussions of the Cannabis Subcommittee, it was identified that there is an insufficient number of permits available for Dispensaries. Currently, there are five (5) allowed and five (5) approved Dispensaries. At the same time, only one (1) of three (3) Delivery permits have been issued. The proposed amendment would modify the cannabis regulations as follows:

1. Combine Dispensary and Delivery business types under a new definition of Retail Facility, which could allow up to a total of eight (8) business permits in a combination of dispensary and delivery services thereby potentially creating additional opportunities for Dispensaries;
2. Reduce the required sensitive use buffer distance from 1,000 to 600 feet to align with state law; and
3. Add authority to the cannabis selection committee to approve a Retail Facility if located within a non-state regulated sensitive use buffer upon findings that the intent of this article would otherwise be met.

The proposed amendment is identified in the attached Ordinance with changes shown in ~~striketrough~~/ underline format.

CEQA CONSIDERATION:

The adoption of this Ordinance is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. It can be seen with certainty there is no possibility with the proposed amendment that the activity in question may have a significant effect on the environment. [CEQA Guidelines Section 15061(b)(3).]

STRATEGIC PLAN INITIATIVE:

This action supports the Council's goal of Economic Development by creating additional opportunities for Dispensaries under the new definition of Retail Facility, which may result in additional tax revenues.

DEPARTMENTAL COORDINATION:

This Ordinance Amendment (2023-001) to cannabis regulations has been coordinated with the Legal Department.

FISCAL AND SUSTAINABILITY IMPACT:

This item requires no additional expenditures or appropriations. Providing additional opportunities for Dispensaries may result in additional tax revenue generation.

ATTACHMENTS:

Draft Ordinance Amending Chapter 5, Article VII of the Salinas Municipal Code

ORDINANCE NO. _____ (N.C.S.)

AN ORDINANCE AMENDING CHAPTER 5, ARTICLE VII OF THE SALINAS CITY CODE

City Attorney Analysis

This Ordinance updates Chapter 5, Article VII of the Salinas City Code which codifies the City's regulations on Commercial Cannabis Businesses. This Ordinance modifies the City's permitting structure and operating requirements of various types of commercial cannabis businesses in the City's implementation of the Municipal Code.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF SALINAS AS FOLLOWS:

SECTION 1. Chapter 5, Article VII of the Salinas City Code is hereby amended to read as follows (revisions are shown in underline/~~striketrough~~ text):

Sec. 5-07.05. Definitions.

When used in this article, the following words shall have the meanings ascribed to them in this section. Any reference to California statutes includes any regulations promulgated thereunder and is deemed to include any successor or amended version of the referenced statute or regulatory provision.

- (a) "Adult Use" shall refer to the consumption of cannabis or cannabis products by a person twenty-one years of age or older, but excludes the use of cannabis or cannabis products in a manner consistent with a physician's recommendation.
- (b) "Cannabis" means all parts of the Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this article, "cannabis" does not mean "industrial hemp" as that term is defined by Section 11018.5 of the California Health and Safety Code.
- (c) "Cannabis accessories" means any equipment, products or materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, smoking, vaporizing, or containing cannabis, or for ingesting, inhaling, or otherwise introducing cannabis or cannabis products into the human body.

- (d) "Cannabis activity" includes the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, labeling, transportation, delivery, or sale of cannabis or cannabis products.
- (e) "Cannabis concentrate" means cannabis that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the product's potency. Resin from granular trichomes from a cannabis plant is a concentrate for purposes of this division. A cannabis concentrate is not considered food, as defined by Section 109935 of the Health and Safety Code, or a drug, as defined by Section 109925 of the Health and Safety Code.
- (f) "Cannabis permit" means any type of permit for cannabis activity issued by the City of Salinas, including either a commercial cannabis permit or an administrative permit issued by the City of Salinas pursuant to this article.
- (g) "Cannabis product" means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.
- (h) "Cannabis Waste" means any waste that is not hazardous waste, as defined in Public Resources Code section 40141, that contains cannabis and that has been made unusable and unrecognizable in the manner prescribed in sections 5054 and 5055 of Title 16, Division 42 of the California Code of Regulations. Includes, but is not limited to, unsold or contaminated cannabis or cannabis product, samples which have been tested by a laboratory, unused material used for research, and/or contaminated packaging.
- (i) "Caregiver" or "Primary Caregiver" has the same meaning as that term is defined in Section 11362.7 of the California Health and Safety Code.
- (j) "Commercial cannabis activity" means "cannabis activity" conducted for financial or other valuable consideration, including activities conducted by a nonprofit agency.
- (k) "Commercial cannabis business" means any person or business, including a nonprofit, which engages in commercial cannabis activity.
- (l) "Cultivation" means any activity involving the propagation, planting, growing, harvesting, drying, curing, grading, or trimming of cannabis. Cultivation may include, but is not limited to, those activities that are allowed in a Nursery.
- (m) "Cultivation site" means a facility where cannabis is propagated, planted, grown, harvested, dried, cured, graded, or trimmed, or that does all or any combination of those activities, including a personal grow.
- (n) "Day Care Center" has the same meaning as in Chapter 37 of the Salinas Municipal Code.
- (o) "Delivery" means the retail sale of cannabis or cannabis products (pursuant to an order placed for purchase of the same) to a customer for consumption, where the transaction does not occur within a licensed dispensary. "Delivery" also includes the use of any technology platform owned and controlled by a retailer, and further includes the soliciting and receiving of an order for cannabis or cannabis product. "Delivery" does

not include the transportation of cannabis or cannabis products between licensees as defined under "Distribution," below.

- (p) "Dispensary" means a licensed facility where cannabis, cannabis products, and/or devices facilitating the use of cannabis or cannabis products are offered, either individually or in any combination, for retail sale within the premises.
- (q) "Dispensing" means any activity involving the retail sale of cannabis or cannabis products from a dispensary.
- (r) "Distribution" means the procurement, sale, and transport of cannabis or cannabis products between entities licensed by the State of California. "Distribution" excludes the transport or sale of cannabis and cannabis products to a customer for consumption, as defined under "Delivery," above.
- (s) "Distributor" means a person licensed to engage in the distribution of cannabis and/or cannabis products.
- (t) "Dried flower" means all dead cannabis that has been harvested, dried, cured, or otherwise processed, excluding leaves and stems.
- (u) "Edible cannabis product" means cannabis product that is intended to be used, in whole or in part, for human consumption, including, but not limited to, chewing gum, but excluding products set forth in Division 15 (commencing with Section 32501) of the Food and Agricultural Code. An edible cannabis product is not considered food, as defined by Section 109935 of the California Health and Safety Code, or a drug, as defined by Section 109925 of the California Health and Safety Code.
- (v) "Immature Cannabis Plant" means a nonflowering Cannabis plant that is no taller than eight inches and no wider than eight inches produced from a cutting, clipping, or seedling.
- (w) "License" means a license issued by the State of California pursuant to Division 10 of the California Business and Professions Code, and includes both A-licenses and M-licenses, as well as a testing laboratory licenses.
- (x) "Licensee" means a person or business possessing a "license" issued pursuant to Division 10 of the California Business and Professions Code.
- (y) "Live plants" means living cannabis flowers and plants, including seeds, sprouts, immature plants (including unrooted clones), and vegetative stage plants.
- (z) "Manufacture" or "Manufacturing" means to compound, blend, extract, infuse, or otherwise make or prepare a cannabis product.
- (aa) "Manufacturer" means a licensee that conducts the production, preparation, propagation, or compounding of cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or relabels its container. A manufacturer includes a licensee that infuses cannabis in its products but does not perform its own extraction, as well as any business that accepts Cannabis Waste and renders it into an unrecognizable and unusable form in preparation for final disposal.

- (ab) "Market" refers to the supply chain of licensed commercial cannabis businesses conducting operations with other businesses of the same market type. The two types of markets are the adult-use and the medicinal markets, which are distinguished through the issuance of an "M-Type" license by the State for businesses participating in the medicinal market, and an "A-Type" license issued by the State to businesses participating in the adult-use market. A single business may participate in both markets.
- (ac) "Medicinal Cannabis" or "Medicinal Cannabis Product" means cannabis or cannabis product, respectively, intended to be sold for use pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the California Health and Safety Code, by a medicinal cannabis patient in California who possesses a physician's recommendation.
- (ad) "Nursery" means a licensee that produces only clones, immature cannabis plants, seeds, and other agricultural products used specifically for the propagation and cultivation of cannabis.
- (ae) "Owner" shall have the same meaning as "principal" as defined below.
- (af) "Patient" or "Qualified patient" shall have the meaning given that term by California Health and Safety Code Section 11362.7.
- (ag) "Person" means an individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, and includes the plural as well as the singular number.
- (ah) "Person with an identification card" shall have the meaning given that term by California Health and Safety Code Section 11362.7.
- (ai) "Personal Grow" refers to the possession, planting, cultivation, harvesting, drying, and/or processing of cannabis within an individual's personal residence for that individual's sole use. Excludes the provision, donation, sale, or distribution of this cannabis to any other person, including commercial cannabis businesses, as well as the manufacture of any cannabis product utilizing this cannabis.
- (aj) "Principal" means a person who is any of the following:
 - (1) A person with an aggregate ownership interest of twenty percent or more in the person applying for a license or a licensee, unless the interest is solely a security, lien, or encumbrance;
 - (2) The chief executive officer;
 - (3) A member of the board of directors; or
 - (4) Any individual who will be participating in the direction, control, or management of the person applying for a license.
- (ak) "Premises" means the designated portion of a structure, entire structure, or structures and land specified in an application that is owned, leased, or otherwise held under the

control of the applicant or licensee where commercial cannabis activity will be or is conducted. The premises shall be a contiguous area.

- (al) "Qualified Patient" shall have the meaning given that term by California Health and Safety Code Section 11362.7.
- (am) "Recreational Facility" shall mean a site used for "Commercial Recreation," as that term is defined in Chapter 37 of the Municipal Code.
- (an) "Recreational use" shall have the same meaning as "Adult use" as defined herein.
- (ao) "Research and Development Facility" means a licensee that conducts research on cannabis, cannabis products, or any component thereof for the purposes of the innovation, introduction, and/or improvement of products and processes associated with the cannabis industry, but does not sell, either at retail or wholesale, any cannabis or cannabis product. Excludes Testing Laboratories.
- (ap) "Retail Facility" shall mean a dispensary, a dispensary with accessory delivery service, or a stand-alone delivery service. A dispensary and stand-alone delivery service have differing operating requirements as specified in Sections 5-07.32 and 5-07.33.
- ~~(apq)~~ "Sell," "Sale," and "to sell" includes any transaction whereby, for any consideration, title to cannabis or cannabis products is transferred from one person to another, and includes the delivery of cannabis or cannabis products pursuant to an order placed for the purchase of the same and soliciting or receiving an order for the same, but does not include the return of cannabis or cannabis products by a licensee or consumer to the licensee from whom the cannabis or cannabis product was purchased.
- ~~(aqar)~~ "Selection Committee" means the group of City employees that has been tasked by the City Manager to review and approve Commercial Cannabis Permits in accordance with this Article.
- ~~(aras)~~ "Small Distribution Facility" means a facility or business involved in the distribution of cannabis and/or cannabis product that complies with the requirements of Section 5-07.12.
- (asat) "Testing Laboratory" means a laboratory, facility, or entity in the state that offers or performs tests of cannabis or cannabis products for the purpose of verifying product purity and/or quality and that is both of the following:
 - (1) Accredited by an accrediting body that is independent from all other persons involved in commercial cannabis activity in the state; and
 - (2) In possession of a "license" issued by the State of California.
- ~~(atau)~~ "Topical cannabis" means a product intended for external application and/or absorption through the skin. A topical cannabis product is not considered a drug as defined by Section 109925 of the California Health and Safety Code.
- ~~(atav)~~ "Volatile Solvent" means a solvent that is or produces a flammable gas or vapor that, when present in the air in sufficient quantities, will create explosive or ignitable mixtures.

(~~avaw~~) "Volatile Manufacturing" means manufacturing cannabis products in a manner that utilizes one or more volatile solvents.

(~~awax~~) "Waste Disposal Services Provider" means any person who provides services for the disposal of cannabis waste and possesses an appropriate license from the State of California.

SECTION 2. Chapter 5, Article VII of the Salinas City Code is hereby amended to read as follows (revisions are shown in underline/~~striketrough~~ text):

Sec. 5-07.27. Location of commercial cannabis businesses—Proximity to sensitive uses.

- (a) No commercial cannabis business may operate within one thousand feet of any of the following sensitive uses:
- (1) School, college or university (including public, private, charter, and other nontraditional schools, but excluding trade schools that exclusively serve adults at least eighteen years of age);
 - (2) Park, daycare center, library, or ~~publically~~ publicly owned and operated recreational facility;
- (b) No commercial cannabis business may operate within 600 feet of any of the following sensitive uses:
- ~~(13)~~ Church or other house of worship;
 - ~~(24)~~ Smoke-shops, hookah lounges or businesses engaged in the same or a similar activity, and locations where alcohol is sold or served for individual consumption on or off the premises;
 - ~~(35)~~ Card rooms and retail firearm sales businesses;
 - ~~(46)~~ Any other commercial cannabis business operating as a dispensary, excepting therefrom the occasional and transient operation of a commercial cannabis delivery business; or
 - ~~(57)~~ Any other public or private business or facility where the presence of the commercial cannabis activity would cause a public nuisance or other situation which may result in repeated police department response.
- (~~c~~) Notwithstanding the above, the selection committee may issue a commercial cannabis permit to a cultivation, retail facility (dispensary and delivery), manufacturing, or distribution business located within six hundred ~~one thousand~~ feet of the uses described in subsections (~~ba~~)~~(13)~~ through (~~ba~~)~~(57)~~ upon findings that the intent of this article would otherwise be met. No commercial cannabis permit shall be granted, however, for commercial cannabis businesses located within one thousand feet of those uses listed in subsections (a)(1) and (a)(2).
- (~~d~~) An application (~~Including a dispensary application~~) which has been denied based on any of the limitations set forth in subsections (~~ba~~)~~(13)~~ through (~~ba~~)~~(57)~~ may be appealed by the applicant in accordance with section 5-07.10. The appellate body may grant an exception to the limitations set forth in this subsection upon findings that the intent of this article would

otherwise be met. No such exception will be granted, however, for the distance limitations from those uses listed in subsections (a)(1) and (a)(2).

- (~~ed~~) No commercial cannabis business may operate within any residential area or district of the city or adjacent to a residential area or district if, in the opinion of the chief of police or the community development director, the operation of a commercial cannabis business in such location would tend to cause a public nuisance or a situation which may result in repeated police department response or a negative impact on the adjacent residential units.
- (~~fe~~) Commercial cannabis businesses shall be required to comply with all zoning, land use, and development regulations applicable to the underlying zoning district in which they are permitted to establish and operate as set forth in the Salinas Municipal Code.
- (~~gf~~) Any commercial cannabis business which has been determined by the City of Salinas to be an existing commercial cannabis business on the effective date of this article shall be exempt from compliance with the limitations proscribed in this section, unless such location is otherwise determined to constitute a public nuisance or otherwise a disturbance to the adjacent or neighboring uses as determined by the provisions of this article.
- (~~hg~~) No commercial cannabis business possessing a valid commercial cannabis business permit shall be hindered from renewing said permit solely on the basis of the establishment of a use described in subsection (a) above if the use was not in operation or existence on the date the commercial cannabis permit was approved.
- (~~ih~~) The limitations described in this section shall not apply to any uses described in subsection (a) if the community development director determines that the use in question was not legally established pursuant to Chapter 37 of the Municipal Code and remains out of compliance with that chapter.
- (~~ji~~) For purposes of this section, distance shall be measured from the closest point of the site occupied by the commercial cannabis business and the closest point of the site occupied by the use defined in subsection (a), including any parking areas, landscaping, and/or fencing, but excluding any areas of a parcel that is unavailable for use by the commercial cannabis business or the sensitive use. This section shall be construed to require measurement from parcel line to parcel line unless the selection committee determines that different points of measure would be appropriate.
- (~~kj~~) The city adopts these standards in lieu of the requirements specified in Section 26054(b) of the California Business and Professions Code, and hereby designates these standards as a "different radius" as specified by that Section.

(Ord. No. 2600 (NCS), § 1, 11-29-2017)

Sec. 5-07.28. Packaging and labelling.

Prior to the sale or the delivery of any edible cannabis or edible cannabis product the same shall be labelled and in tamper-evident packaging which at least meets the requirements of California Business and Professions Code section 26120, as the same may be amended from time-to-time or superseded or replaced by subsequent state legislation or by any department or division of the State of California. The city council may impose additional packaging and labelling requirements on cannabis or cannabis products by resolution.

(Ord. No. 2600 (NCS), § 1, 11-29-2017)

Sec. 5-07.29. Miscellaneous operating requirements.

In addition to those operating requirements specifically set forth elsewhere in this division, commercial cannabis businesses operating in the City of Salinas shall comply with the following:

- (a) Cannabis or cannabis products shall not be consumed on the premises of any commercial cannabis business except that employees with a valid recommendation may consume cannabis in a non-public area in strict accordance with their recommendation and with the permission of the business. This section shall not be construed to impair a business's ability to restrict or prohibit the consumption of cannabis or cannabis product, with or without a physician's recommendation, during an employee's shift, nor shall it prevent a business from conducting drug testing of employees and/or taking action against any employees that violate that company's drug policies.
- (b) No cannabis or cannabis products or graphics depicting cannabis or cannabis products shall be visible from the exterior of the property. No outdoor storage of cannabis or cannabis products is permitted at any time.
- (c) There shall not be a physician located in or around any commercial cannabis business at any time for the purpose of evaluating patients for the issuance of a medical marijuana recommendation or card.
- (d) Each commercial cannabis business shall provide the chief of police with the name, telephone number (mobile preferred, if available) of an on-site employee or owner to whom emergency notice can be provided.
- (e) Signage and notices shall comply with the following requirements:
 - (1) In addition to the requirements otherwise set forth in this section, business identification signage for a commercial cannabis business shall conform to the requirements of the Salinas Municipal Code, including, but not limited to, the issuance of a City of Salinas sign permit.
 - (2) Business identification signage shall be limited to that needed for identification only and shall not contain any logos or information that identifies, advertises, or lists the services or the products offered. No commercial cannabis business shall install any off-site advertising signage, whether by installing a permanent sign, placing any temporary signage, or by having a person holding a sign advertising the business to passersby, whether such person or sign is on the premises of the commercial cannabis business or elsewhere including, but not limited to, the public right-of-way. Illuminated signs shall not be lit during non-business hours.
 - (3) No signs placed on the premises of a commercial cannabis business shall obstruct any entrance or exit to the building or any window.
 - (4) Each entrance to a commercial cannabis business shall be visibly posted with a clear and legible notice indicating that smoking, ingesting, or otherwise

consuming cannabis on the premises or in the areas adjacent to the commercial cannabis business is prohibited.

- (5) No banners, flags or other temporary or prohibited signs may be used at any time.
- (f) Odor control devices and techniques shall be incorporated in all commercial cannabis businesses to ensure that odors from cannabis are not detectable off-site. Commercial cannabis businesses shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the facility that is distinctive to its operation is not detected outside of the facility, anywhere on adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the commercial cannabis business. As such, commercial cannabis businesses must install and maintain equipment which the city determines would satisfy this requirement. This equipment would potentially include, but not be limited to, the following:
 - (1) An exhaust air filtration system with odor control that prevents internal odors from being emitted externally; and
 - (2) An air system that creates negative air pressure between the commercial cannabis business's interior and exterior so that the odors generated inside the commercial cannabis business are not detectable on the outside of the commercial cannabis business.
- (g) The original copy of the commercial cannabis permit issued by the City of Salinas pursuant to this article, any land-use or planning-level approvals or permits issued pursuant to Chapter 37 of the Salinas Municipal Code, any licenses issued by the State of California, and the business license issued by the City of Salinas pursuant to the Salinas Municipal Code shall be posted inside the commercial cannabis business in a location readily visible to the public.
- (h) Any person issued a permit pursuant to this article must follow all local, state and federal requirements for solid waste and hazardous waste disposal. The Monterey County Environmental Health Bureau may inspect the commercial cannabis business at any time during business hours to ensure compliance with this section.
- (i) The owner and/or operator of a commercial cannabis business shall prohibit loitering by persons outside the facility both on the premises and within fifty feet of the premises.
- (j) All weighing devices must be maintained in compliance with local, state or federal law and comply with applicable regulations regarding device registration with the agricultural commissioner.

(Ord. No. 2600 (NCS), § 1, 11-29-2017)

Sec. 5-07.30. Community relations.

- (a) Each commercial cannabis business shall provide the name, telephone number, and email address of a community relations contact to whom notices associated with the commercial

cannabis business can be provided. Each commercial cannabis business shall also provide the above information to all businesses and residences located within one hundred feet of the commercial cannabis business.

- (b) During the first year of operation pursuant to this article, the owner, manager, and community relations representative from each commercial cannabis business holding a permit issued pursuant to this article shall attend a quarterly meeting with the city manager or his/her designee to discuss costs, benefits, and other community issues arising as a result of implementation of this article. After the first year of operation, the owner, manager, and community relations representative from each such commercial cannabis business shall meet with the city manager or his/her designee when and as requested by the city manager or his/her designee.
- (c) Commercial cannabis businesses to which a permit is issued pursuant to this article shall develop and make available to youth organizations and educational institutions a public education plan that outlines the risks of youth addiction to cannabis and that identifies resources available to youth related to drugs and drug addiction.

(Ord. No. 2600 (NCS), § 1, 11-29-2017)

Division 6. ~~Dispensaries~~ Retail (Dispensary and Delivery)

Sec. 5-07.31. Limitation on the number of ~~dispensaries~~ retail facilities.

No more than ~~five~~ eight (8) ~~retail facilities~~ dispensaries may operate within the City of Salinas at any one time and no more than ~~five~~ eight (8) retail facility permits shall be issued by the City of Salinas ~~for dispensaries~~ to operate within the City of Salinas at any one time. A single facility may sell both medicinal and adult-use products under a single permit. Retail facilities can include a dispensary, a dispensary with accessory delivery service, or a stand-alone delivery service. A dispensary and stand-alone delivery service have differing operating requirements as specified in Sections 5-07.32 and 5-07.33.

(Ord. No. 2600 (NCS), § 1, 11-29-2017)

Sec. 5-07.32. ~~Accessory cannabis uses.~~

~~Upon approval by the City of Salinas, a permit authorizing a dispensary may also authorize the delivery products directly to customers in accordance with the requirements of division 8 of this article. Furthermore, a permit authorizing a dispensary may also authorize distribution at the facility, provided that said distribution shall be limited to transporting cannabis or cannabis product for retail sale by the dispensary. In neither case shall this accessory use require or be deemed a separate permit.~~

(Ord. No. 2600 (NCS), § 1, 11-29-2017)

Sec. 5-07.323. Dispensary operating requirements.

All dispensaries shall comply with the following operating requirements:

- (a) Upon approval by the City of Salinas, a permit authorizing a dispensary may also authorize the delivery products directly to customers in accordance with the requirements of division 8 of this article. Furthermore, a permit authorizing a dispensary may also authorize distribution at the facility, provided that said distribution shall be limited to transporting cannabis or cannabis product for retail sale by the dispensary. In neither case shall this accessory use require or be deemed a separate permit.
- (b) Dispensaries shall verify the age and all necessary documentation of each customer to ensure the customer is at least twenty-one years of age, except that patients purchasing cannabis or cannabis products for medicinal use may enter regardless of age if they possess a valid doctor's recommendation. Persons with an identification card that are under eighteen years of age must be accompanied by a parent or guardian.
- (~~c~~) Entrances into the dispensary shall be locked at all times with entry strictly controlled. A "buzz-in" electronic/mechanical entry system shall be utilized to limit access to and entry to the dispensary to separate it from the reception/lobby area. Individuals must show valid identification in order to gain access into the dispensary.
- (~~d~~) The entrance to the commercial cannabis business shall be clearly and legibly posted with a notice that no person under the age of eighteen years of age is permitted to enter upon the premises of the commercial cannabis business unless they are in the presence of their parent or guardian and such person is a person with an identification card.
- (~~e~~) Uniformed security personnel shall be employed to monitor site activity, control loitering and site access, and to serve as a visual deterrent to unlawful activities.
- (~~f~~) Doctor recommendations are not to be provided at the dispensary.
- (~~g~~) All restroom facilities shall remain locked and under the control of management.
- (~~h~~) Sales of cannabis and cannabis products shall occur only between the hours of 6:00 a.m. and 10:00 p.m., Monday through Sunday.
- (~~i~~) All cannabis and cannabis products sold shall have been cultivated, manufactured, and transported by licensed facilities that maintain operations in full conformance with the state and local regulations.
- (~~j~~) No edible cannabis products requiring refrigeration or hot-holding shall be sold or distributed. Baked products (e.g., brownies, bars, cookies, cakes), tinctures, and other non-refrigerated type items may be sold at the dispensary.
- (~~k~~) Any edible cannabis or edible cannabis product shall be labelled and in tamper-evident packaging which at least meets the requirements of California Business and Professions Code section 26120, as the same may be amended from time-to-time or superseded or replaced by subsequent state legislation or by any department or division of the State of California.
- (~~l~~) Any cannabis or cannabis product must be in an opaque (non-see-through) package, such as a bag, before it leaves the commercial cannabis business.

- (~~m~~) Prior to dispensing medicinal cannabis or medicinal cannabis products to any person, the business shall obtain additional voice verification from the recommending physician's office that the person requesting cannabis or cannabis products is a qualified patient.
- (~~n~~) The dispensary shall collect all sales and use taxes and/or transaction taxes required under local and/or state law, and shall remit those monies to the State of California for disbursement to the City of Salinas in accordance with established reporting principles. Any tax that has not been remitted to the city shall be deemed a debt owed to applicable state agencies and/or the City of Salinas by the person required to collect and remit the tax.
- (~~o~~) Any delivery operations conducted by the dispensary shall comply with the requirements specified for delivery businesses as stipulated in division 8.
- (~~p~~) The dispensary shall not engage solely in the adult-use market; a reasonable mix of medicinal cannabis and medicinal cannabis products shall be available for purchase to those with a physician's recommendation.

(Ord. No. 2600 (NCS), § 1, 11-29-2017) Ord. No. 2614 (NCS), § 1, 1-8-19)

Sec. 5-07.337. Limitation on the number of delivery businesses Delivery service operating requirements.

All delivery service shall comply with the following operating requirements:

~~No more than three stand alone delivery services (i.e., those without a publically accessible storefront) may operate within the City of Salinas at any one time and no more than three permits shall be issued by the City of Salinas for stand alone delivery services to operate within the City of Salinas at any one time.~~

- (a) A delivery service may operate either as a part of and in conjunction with a dispensary permitted pursuant to this article or as a stand-alone operation without direct public access. Delivery services permitted as accessory to a dispensary use shall comply with all of these requirements of this division; however, a separate permit for delivery is not required. And the business shall not count towards the maximum number of delivery businesses.

(Ord. No. 2600 (NCS), § 1, 11-29-2017)

Sec. 5-07.38 Accessory cannabis uses.

- (b) Upon approval by the City of Salinas, a permit authorizing a delivery business may also authorize accessory distribution at the facility, provided that said distribution shall be limited to acquiring product for inventory and sale. This accessory use will not require or be deemed a separate permit.

(Ord. No. 2600 (NCS), § 1, 11-29-2017)

~~Sec. 5-07.39. Operating requirements.~~

All mobile delivery businesses (including those accessory to a dispensary) shall comply with the following requirements:

- (ca) All cannabis and cannabis products sold shall have been cultivated, manufactured, and transported by licensed facilities that maintain operations in full conformance with the state and local regulations.
- (db) The delivery company service shall collect all sales and use taxes and/or transaction taxes required under local and/or state law, and shall remit those monies to the State of California for disbursement to the City of Salinas in accordance with established reporting principles. Any tax that has not been remitted to the City shall be deemed a debt owed to applicable state agencies and/or the City of Salinas by the person required to collect and remit the tax.
- (ee) Any cannabis or cannabis product must be in an opaque (non-see-through) package, such as a bag, at the time of delivery.
- (fd) No edible cannabis products requiring refrigeration or hot-holding shall be sold or distributed. Baked products (e.g., brownies, bars, cookies, cakes), tinctures, and other non-refrigerated type items may be sold.
- (ge) The business shall make all records related to testing laboratory results for the cannabis or cannabis product being delivered available to the consumer upon request.
- (hf) Any edible cannabis or edible cannabis product shall be labelled and in tamper-evident packaging which at least meets the requirements of California Business and Professions Code section 26120, as the same may be amended from time-to-time or superseded or replaced by subsequent state legislation or by any department or division of the State of California.
- (ig) Prior to dispensing medicinal cannabis or medicinal cannabis products to any person, the business shall obtain additional voice verification from the recommending physician's office that the person requesting cannabis or cannabis products is a qualified patient.
- (jh) ~~For a~~ The delivery company not engaged solely in the adult-use market; a reasonable mix of medicinal cannabis and medicinal cannabis products shall be available for purchase to those with a physician's recommendation.

(Ord. No. 2600 (NCS), § 1, 11-29-2017)

Division 7. Cultivation Facilities

Sec. 5-07.34. Limitation on the number of cultivation facilities.

No more than five cultivation facilities may operate within the City of Salinas at any one time and no more than five commercial cannabis permits shall be issued by the City of Salinas for cultivation facilities to operate within the City of Salinas at any one time.

(Ord. No. 2600 (NCS), § 1, 11-29-2017)

Sec. 5-07.35. Accessory cannabis uses.

~~Upon approval by the City of Salinas, a permit authorizing a cultivation facility may also authorize distribution at the facility, provided that said distribution shall be limited to the transport of cannabis plants or plant components that have been or will be grown on-site. This accessory use will not require or be deemed a separate permit.~~

~~(Ord. No. 2600 (NCS), § 1, 11-29-2017)~~

Sec. 5-07.356. Cultivation Operating requirements.

All cultivation facilities shall comply with the following operating requirements:

- (a) ~~Sec. 5-07.35. Accessory cannabis uses.~~ Upon approval by the City of Salinas, a permit authorizing a cultivation facility may also authorize distribution at the facility, provided that said distribution shall be limited to the transport of cannabis plants or plan components that have been or will be grown on-site. This accessory use will not require or be deemed a separate permit.

~~Upon approval by the City of Salinas, a permit authorizing a cultivation facility may also authorize distribution at the facility, provided that said distribution shall be limited to the transport of cannabis plants or plant components that have been or will be grown on-site. This accessory use will not require or be deemed a separate permit.~~

~~(Ord. No. 2600 (NCS), § 1, 11-29-2017)~~

- (b) Cultivation of cannabis must occur within a building or greenhouse. All outdoor cultivation is prohibited.
- ~~(c)~~ (c) In no case shall cannabis plants be visible from a public or private road, sidewalk, park or any common public viewing area.
- ~~(d)~~ (d) If a dispensary includes cultivation activities, the dispensary may have only one cultivation site upon which cannabis is cultivated, produced, stored, harvested, manufactured, or packaged, and each of the dispensary and the cultivation sites must be separately permitted pursuant to this article.
- ~~(e)~~ (e) The business shall make all records related to testing laboratory results for the cannabis or cannabis product being delivered available to the consumer upon request.
- ~~(f)~~ (f) The cultivation of cannabis shall at all times be operated in such a way as to ensure the health, safety, and welfare of the public, the employees working at the commercial cannabis business, visitors to the area, neighboring properties, and the end users of the cannabis being cultivated, to protect the environment from harm to streams, fish, and wildlife; to ensure the security of the cannabis being cultivated; and to safeguard against the diversion of cannabis for unlicensed purposes. All cannabis shall only be sold or distributed to licensed facilities that maintain operations in full conformance with the state and local regulations.

(gf) Any person issued a permit pursuant to this article must follow all pesticide use requirements of local, state and federal law. Pesticides and fertilizers shall be properly labeled and stored to avoid contamination through leakage or inadvertent damage. The cultivation facility shall comply with any and all laws and regulations regarding the runoff of pesticide residue into the storm drain or sewer systems. The Monterey County Agricultural Commissioner may inspect the commercial cannabis business at any time during business hours to ensure compliance with this section.

~~(Ord. No. 2600 (NCS), § 1, 11-29-2017)~~

Division 8. Delivery Services

Sec. 5-07.37. Limited on the number of delivery businesses.

~~No more than three stand-alone delivery services (i.e., those without a publically accessible storefront) may operate within the City of Salinas at any one time and no more than three permits shall be issued by the City of Salinas for stand-alone delivery services to operate within the City of Salinas at any one time.~~

~~A delivery services may operate either as a part of and in conjunction with a dispensary permitted pursuant to this article or as a stand-alone operation without direct public access. Delivery services permitted as accessory to a dispensary use shall comply with all of these requirements of this division; however, a separate permit for delivery is not required, and the business shall not count towards the maximum number of delivery businesses.~~

~~(Ord. No. 2600 (NCS), § 1, 11-29-2017)~~

Sec. 5-07.38. Accessory cannabis uses.

~~Upon arrival by the City of Salinas, a permit authorizing a delivery business may also authorize distribution at the facility, provided that said distribution shall be limited to acquiring product for inventory and sale. This accessory use will not require or be deemed a separate permit.~~

~~(Ord. No. 2600 (NCS), § 1, 11-29-2017)~~

Sec. 5-07.39. Operating requirements.

~~All mobile delivery businesses (including those accessories to a dispensary) shall comply with the following requirements:~~

- ~~a) All cannabis and a=cannabis products sold shall have been cultivated, manufactured, and transported by licensed facilities that maintain operations in full conformance with the state and local regulations.~~
- ~~b) The delivery company shall collect all sales and use taxes and/or transaction taxes required under the local and. Or state law and shall remit those monies to the state of California for disbursement to the City of Salinas in accordance with established~~

~~reporting principles. Any tax that has not been remitted to the city shall be deemed a debt owed to applicable state agencies and/ or the City of Salinas by the person required to collect and remit the tax.~~

- ~~e) Any cannabis or cannabis product must be in an opaque (non see through) package, such as a bag, at the time of the delivery.~~
- ~~d) No edible cannabis products requiring refrigeration or hot holding shall be sold or distributed. Baked products (e.g., brownie, bars, cookies, cakes), tinctures, and other non-refrigerated type items may be sold.~~
- ~~e) The business shall make all records related to testing laboratory results for the cannabis or cannabis product being delivered available to the consumer upon request.~~
- ~~f) Any edible cannabis or edible cannabis product shall be labelled and in tamper evident packaging which at least meets the requirements of California Business and professions Code section 26120, as the same may be amended from time to time or superseded or replaced by subsequent state legislation or by any department or division of the State of California.~~
- ~~g) Prior to dispensing medicinal cannabis or medicinal cannabis products to any person, the business shall obtain additional voice verification from the recommending physician's office that the person requesting cannabis or cannabis products is a qualified patient.~~
- ~~h) The delivery company not engage solely in the adult use market; a reasonable mix of medicinal cannabis and medicinal cannabis products shall be available for purchase to those with a physician's recommendation.~~

~~(Ord. No. 2600 (NCS), § 1, 11-29-2017)~~

Sec. 5-07.4036. Reserved.

Sec. 5-07.4137. Delivery point of sale requirements.

All deliveries of cannabis and cannabis product shall be conducted in accord with the following requirements:

- (a) No livery business shall make any deliveries within one thousand feet of any school, park, or daycare center, except that deliveries may be made to an individual at their place of residence.
- (b) The delivery company shall verify the identity of the recipient via the presentation of a valid identification card issued by a governmental agency that includes the recipient's name, date of birth, and photograph (unless the State of California designates alternative forms of identification to be acceptable for this purpose).
- (c) The delivery company shall not deliver any cannabis or cannabis products to any person under the age of twenty-one years, except a person with an identification card. Deliveries shall be made directly to the person placing the request for delivery, and may not be delivered to another individual at the site, regardless of whether that person meets the criteria in subsection (b), except that deliveries to a caretaker are permitted, and deliveries to a minor may be made to that minor's parents or legal guardians.
- (d) Prior to the sale of any cannabis or cannabis product to a minor, the delivery company shall obtain the consent of the minor's parents or legal guardians. This may include a one-time blanket approval provided that the terms of the approval are clearly articulated.

SECTION 3. CEQA CONSIDERATIONS. The adoption of this Ordinance is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. It can be seen with certainty that the adoption of this Ordinance there is no possibility that the activity in question may have a significant effect on the environment. [CEQA Guidelines Section 15061(b)(3).]

SECTION 4. SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held invalid by a court of competent jurisdiction, such a decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases, be declared invalid.

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective on the thirty-first day following its adoption.

PASSED AND ADOPTED THIS _____ day of _____ 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED

Kimbley Craig, Mayor

ATTEST

Patricia Barajas, City Clerk

APPROVED AS TO FORM

Christopher A. Callihan, City Attorney

Ordinance amending Chapter 5, Article VII of the Salinas Municipal Code; Cannabis Regulations



Courtney Grossman, Planning Manager
Community Development Department
November 7, 2023



Commercial Cannabis Business Types

The City issues two types of commercial cannabis business permits: Commercial Cannabis Permits (CCP) and Administrative Permits (AP)

- CCPs are applicable to Cultivation, Delivery, Dispensary, Distribution, and Manufacturing
- APs are applicable to Testing Laboratories, Small Distribution (business premises under 500 square feet), Research and Development Facilities, and Nurseries

Commercial Cannabis Permit Status

- The City has issued 19 permits out of a total of 23:
 - At permit quota for dispensary, distribution, and manufacturing
 - 9 businesses are operational and have received a certificate of occupancy
 - 11 businesses are not operational – only 5 have shown recent activity

Business Type	Permit Quota	Active Permits*	Operational Businesses*
Cultivation	5	3	1
Delivery	3	1	1
Dispensary	5	5	3
Distribution	5	5	2
Manufacturing	5	5	2
Total	23	19	9
*As of July 2023.			

The Amendment

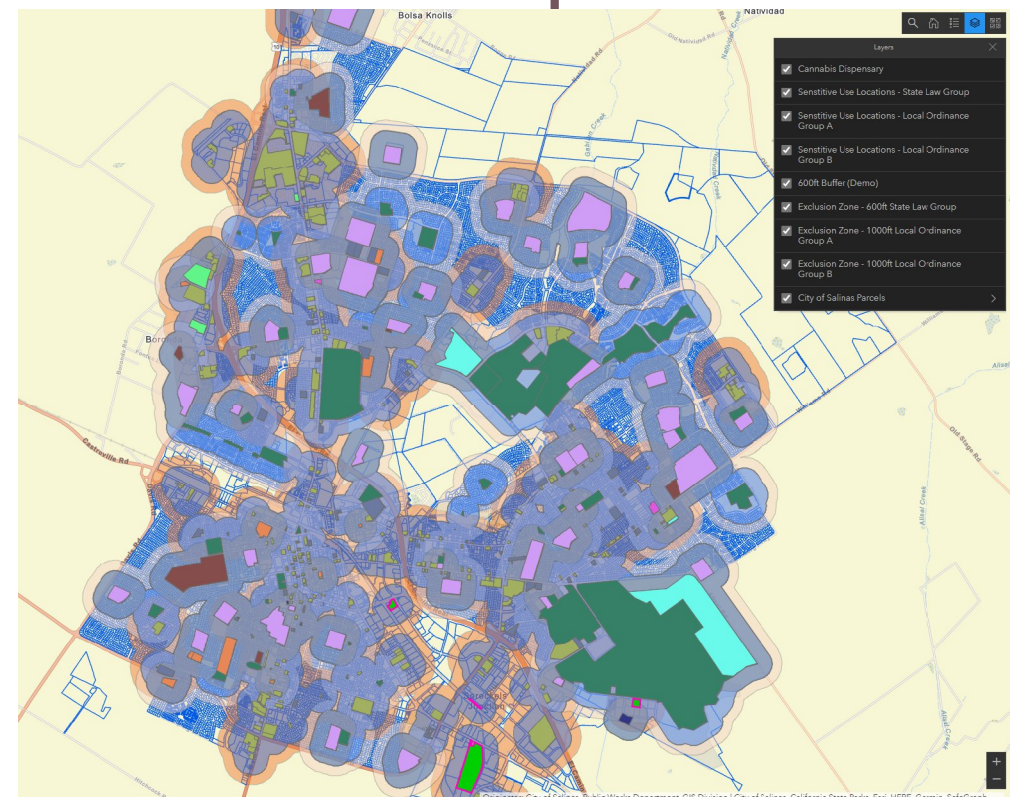
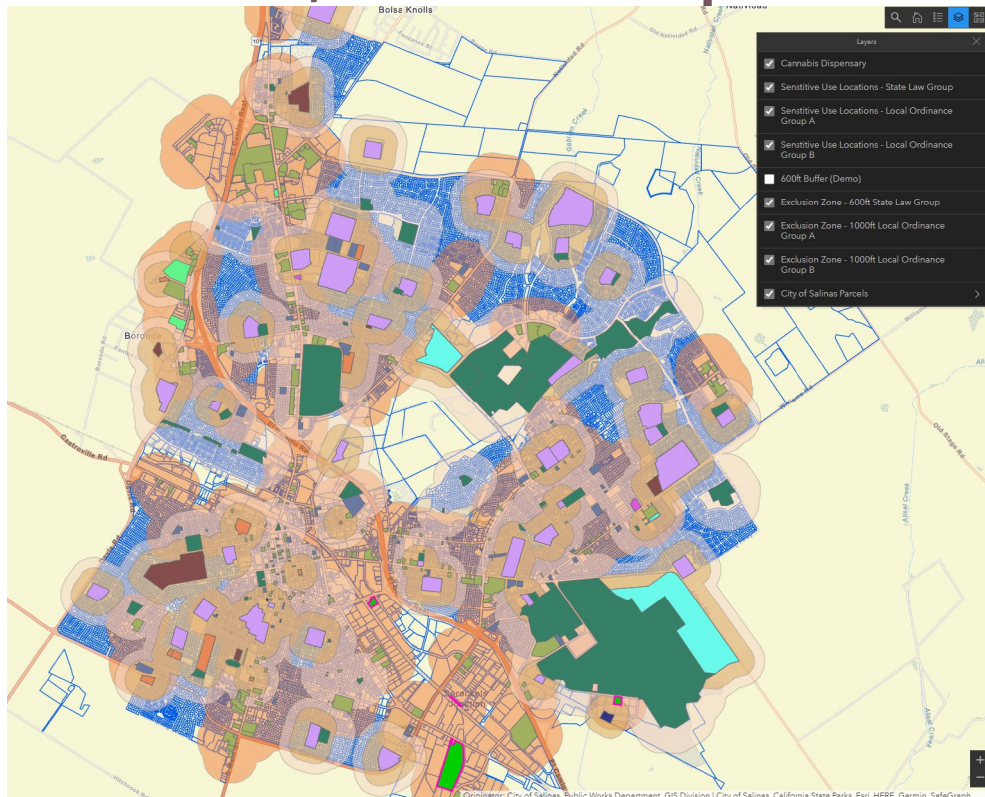
The Amendment would modify the cannabis regulations as follows:

- Combine Dispensary and Delivery business types under a new definition of Retail Facility, which could allow up to a total of eight (8) business permits in a combination of dispensary and delivery services thereby potentially creating additional opportunities for Dispensaries;
- Reduce the required sensitive use buffer distance from 1,000 to 600 feet to align with state law; and
- Add authority to the cannabis selection committee to approve a Retail Facility if located within a non-state regulated sensitive use buffer upon findings that the intent of this article would otherwise be met.

Proximity to Sensitive Uses: 1,000' Map

1,000' Map

600' Map





CEQA Consideration

Adoption of this Ordinance is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.



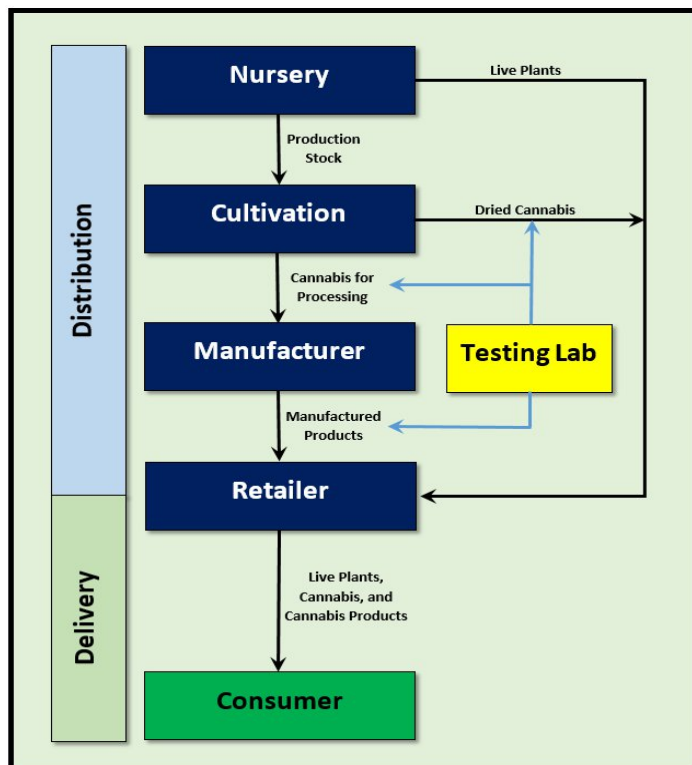
Conclusion/Recommendation

- The Amendment has been reviewed by the City Council Cannabis Subcommittee.
- Supports the Council's goal of Economic Development by creating additional opportunities for Dispensaries under the new definition of Retail Facility, which may result in additional tax revenues.
- The Amendment has been coordinated with the Legal Department.
- A motion to find the Amendment exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) and to adopt an Ordinance amending Cannabis regulations Chapter 5, Article VII of the Salinas Municipal Code.



End of Presentation

The Cannabis Industry

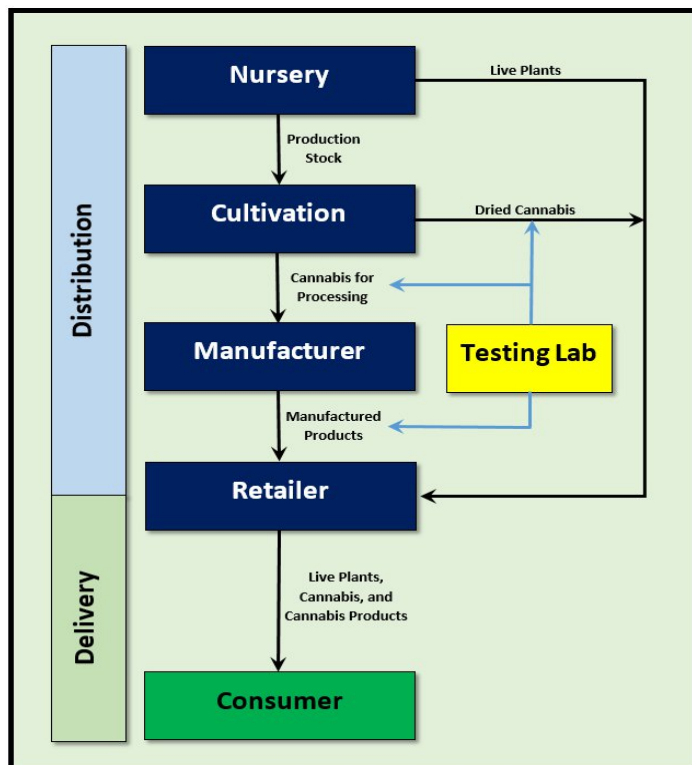


Nursery

- Grows/Clones Immature Plants
- Sells to Retailer and Cultivation
- Statewide Market
- Taxed at \$2/square foot
- Administrative Permit
- No Maximum
- None Approved
- None Operating



The Cannabis Industry

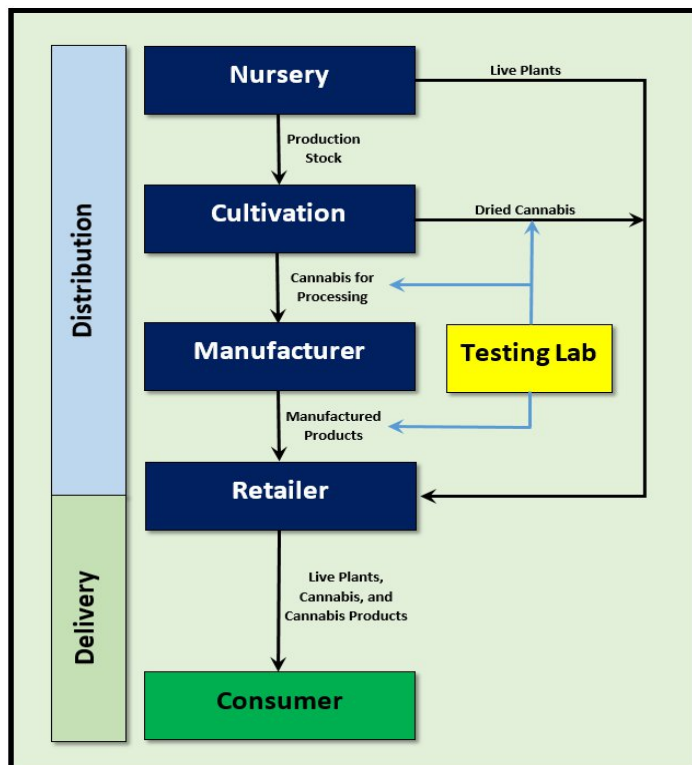


Retailer (Delivery)

- Sells Directly to the Consumer
- Non-Storefront
- Regional Market
- Taxed at 5% GR
- CC Permit
- Three Maximum
- One Approved
- One Operating



The Cannabis Industry

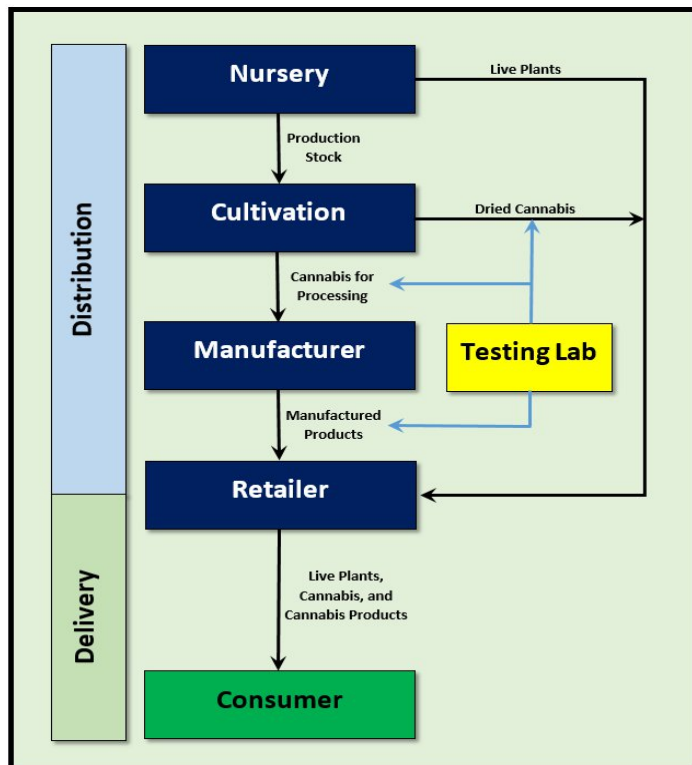


Retailer (Dispensary)

- Sells Directly to the Consumer
- Storefront
- Local Market
- Taxed at 5% GR
- CC Permit
- Five Maximum
- Five Approved
- Three Operating



The Cannabis Industry

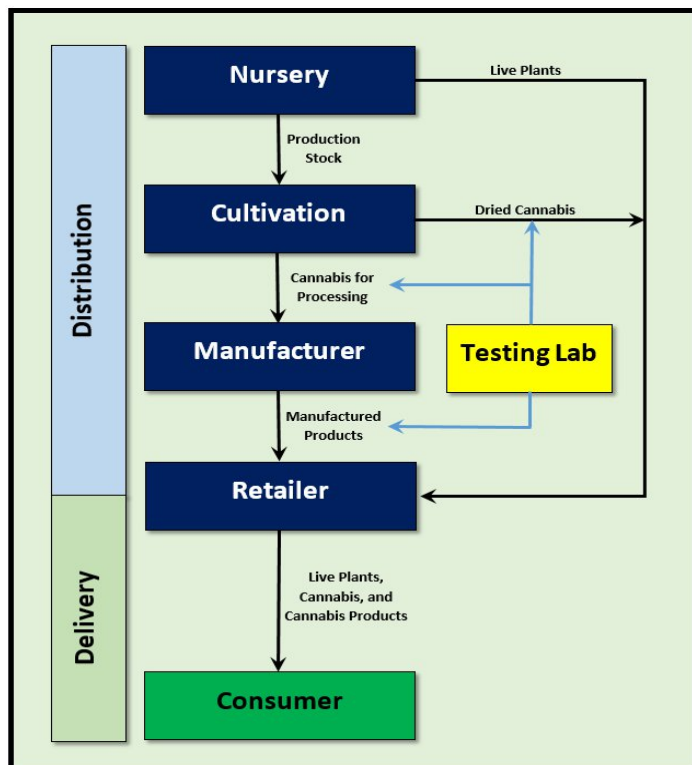


Cultivation

- Grows/Harvests Mature Plants
- Sells to Retailer and Manufacturer
- Statewide Market
- Taxed at \$15/square foot
- CC Permit
- Five Maximum
- Three Approved
- One Operating



The Cannabis Industry

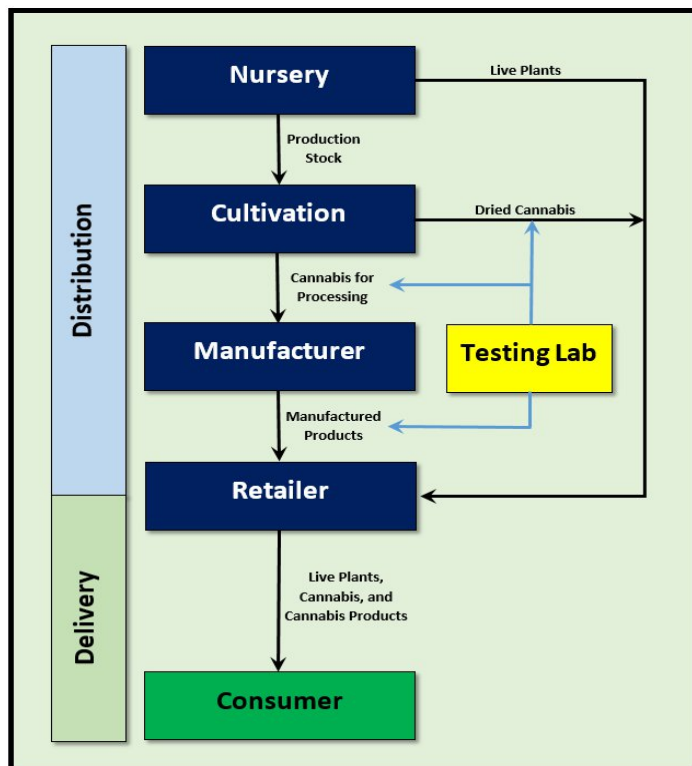


Manufacturer

- Oil Extraction/Infusion, Product Manufacture
- Sells to Retailer
- Statewide Market
- Taxed at 5% GR
- CC Permit
- Five Maximum
- Four Approved
- Two Operating



The Cannabis Industry

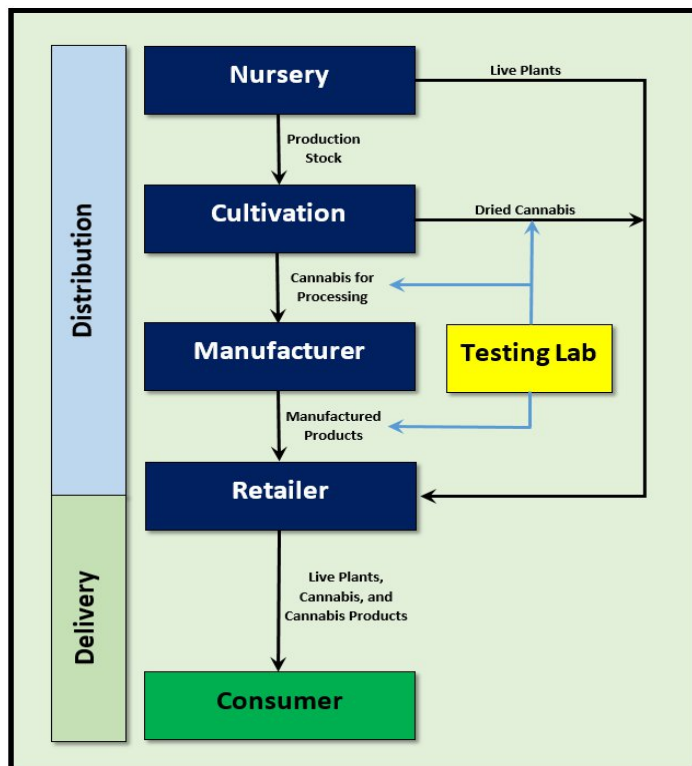


Distribution

- Moves Product Between Licensees
- Acts as Broker and Collects State Taxes
- Statewide Market
- Not Taxed
- CC Permit
- Five Maximum
- Four Approved
- Two Operating



The Cannabis Industry



Testing Lab

- Ensures Product Safety and Potency
- Tests Samples When Product is Moved
- Local/Regional Market
- Not Taxed
- Administrative Permit
- No Maximum
- Two Approved
- Two Operating





City of Salinas

200 Lincoln Ave., Salinas,
CA 93901
www.cityofsalinas.org

Legislation Text

File #: ID#23-662, **Version:** 1

Amendment No. 1 to the Master Service Agreement for Professional Services between the City of Salinas and with CSG Consultants, Inc.

Approve a Resolution authorizing Amendment No. 1 to a Master Service Agreement for Professional Services between the City of Salinas and CSG Consultants, Inc. in the amount not to exceed \$882,042 to provide design, inspection, project management, construction management, labor compliance and environmental services for various capital improvement projects; and authorize the Interim City Manager or designee to execute and approve Amendment No. 1.



**CITY OF SALINAS
COUNCIL STAFF REPORT**

DATE: NOVEMBER 14, 2023
DEPARTMENT: COMMUNITY DEVELOPMENT
FROM: LISA BRINTON, DIRECTOR
THROUGH: ROD POWELL, ASSISTANT DIRECTOR
BY: LUIS OCHOA, SR. COMMUNITY DEVELOPMENT ANALYST
TITLE: AMENDMENT NO. 1 TO THE MASTER SERVICE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SALINAS AND CSG CONSULTANTS, INC.

RECOMMENDED MOTION:

A motion to approve a Resolution authorizing:

1. the approval of Amendment No. 1 to a Master Service Agreement for Professional Services between the City of Salinas and CSG Consultants, Inc. in the amount not to exceed \$882,042 to provide design, inspection, project management, construction management, labor compliance and environmental services for various capital improvement projects; and
2. the City Manager or designee to execute the Amendment No. 1 to the Master Service Agreement for Professional Services with CSG Consultants, Inc and any modifications or amendments necessary to support the completion of identified projects; and
3. the Community Development Director or designee to approve the Consultant's on-going performance of services without the need for subsequent Professional Service Agreements provided the Consultant is, at all times throughout the term thereof, in compliance with the terms and conditions of the Master Service Agreement and Amendment No. 1.

EXECUTIVE SUMMARY:

On February 7, 2023, City Council approved a Master Service Agreement for Professional Services (Agreement) between the City of Salinas (City) and CSG Consultants, Inc. (CSG), through Resolution No. 22588, to provide design, inspection, project management, construction management, labor compliance, and environmental services for four capital improvements projects by the Community Development Department (CDD) moving forward. However, the Agreement did not include a not to exceed amount for compensation. Amendment No. 1 adds a not to exceed amount of \$882,042 to the Agreement between the City and CSG Consultants, Inc, describes the Scope of Service for each of the four projects, and clarifies the process for any future scope modifications.

BACKGROUND:

On February 7, 2023, after a Request for Qualification (RFQ) process, City Council approved a Master Service Agreement between the City of Salinas and CSG Consultants, Inc. to provide design, inspection, project management, construction management, labor compliance, and environmental services to comply with the California Environmental Quality Act (CEQA) and/or the National Environmental Policy Act (NEPA), for four capital improvement projects. These projects include the Natividad Creek Park Restroom Rehabilitation, Sherwood Recreation Center – Phase IV, Chinatown Navigation Center Building Improvements and Shower Trailer Installation, and Chinatown Neighborhood Improvements projects. The Master Services Agreement and approving Resolution No. 22588 (N. C. S) are provided as an attachment to this report.

On July 20, 2023, CDD approved proposals for Natividad Creek Park Restroom Rehabilitation, Sherwood Recreation Center – Phase IV, and Chinatown Navigation Center Building Improvements and Shower Trailer Installation projects, and CSG initiated work on these three projects. The three proposals are attached to this report.

Following Council approval and the City Manager’s execution of the initial Master Services Agreement on February 7, 2023, it was noticed that the Agreement did not establish a not to exceed amount. In consultation with the City Attorney and Finance Department, it was recommended that the proposed Amendment No. 1 be prepared and presented to Council for consideration.

The table below shows the three current and one planned proposal for the four projects identified under the Agreement. The table also includes a 15% contingency amount per project for a total not to exceed amount of \$882,042. All projects are funded through prior Council approval of associated Annual Action Plans (CDBG) and the City’s FY 2023-2024 Budget (CIP 9125 and CIP 9070).

Project	Proposal Amount	Contingency (15%)	Total Amount	Funding Source
Natividad Creek Park Restroom Rehabilitation Project	\$174,585	\$26,188	\$200,773	CDBG
Sherwood Recreation Center – Phase IV Project	\$280,329	\$42,049	\$322,378	CDBG
Chinatown Navigation Center Building Improvements and Shower Trailer Installation Project	\$112,079	\$16,812	\$128,891	CIP 9125
Chinatown Neighborhood Improvements Project	\$200,000*	\$30,000*	\$230,000	CDBG CIP 9070
Totals	\$766,993	\$115,049	\$882,042	

* Staff projected estimate

Approval of the proposed Amendment No. 1 will allow the City to complete necessary improvements to the Natividad Creek Park Restroom Rehabilitation Project and move other identified projects forward towards the development of design and constructions specifications and the eventual release of a Call for Bids within this fiscal year.

DEPARMENT COORDINATION:

Internal department coordination on this item involved the CDD Housing and Community Development Division, Library and Community Services Department, Public Works Department, Finance Department, and the City Attorney’s Office. External coordination and guidance also included the U.S. Department of Housing and Urban Development (HUD).

CEQA CONSIDERATION:

Not a Project. The City of Salinas has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378).

STRATEGIC PLAN INITIATIVE:

The proposed project and action support the City of Salinas Strategic Plan 2022-2025 Goals and Strategies related to *Housing/Affordable Housing, Infrastructure and Environmental Sustainability, Public Safety, and Youth and Seniors* through the provision of improved public facilities.

FISCAL AND SUSTAINABILITY IMPACT:

There is no fiscal impact associated with the approval of Amendment No. 1 to the Master Services Agreement with CSG as the associated costs will be realized on a project-by-project basis and reimbursed using previously approved Community Development Block Grant (CDBG), CIP 9125, and CIP 9070 funds.

ATTACHMENTS:

- Resolution
- Amendment No. 1 to the Master Services Agreement with CSG
- Resolution No. 22588 (N.C.S)
- Master Services Agreement between the City of Salinas and CSG Consultants, Inc
- Natividad Creek Park Restroom Rehabilitation Proposal
- Sherwood Recreation Center – Phase IV Proposal
- Chinatown Navigation Center Building Improvements Proposal

RESOLUTION NO. _____ (N.C.S.)

A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE MASTER SERVICE AGREEMENTS FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SALINAS AND CSG CONSULTANTS, INC.

WHEREAS, the Community Development Department identified the need to utilize on-call consultants to provide design, inspection, project management, construction management, labor compliance, and environmental services to assist the department with any building projects, and other services related to design and construction of various Capital Improvement Projects (CIPs); and

WHEREAS, on February 7, 2023, City Council approved a Master Services Agreement between the City of Salinas and CSG Consultants, Inc. through Resolution No. 22588 (N.C.S), to provide design, inspection, project management, construction management, labor compliance, and CEQA/NEPA environmental consultant for several City CIPs; and

WHEREAS, On July 20, 2023, the Community Development Department approved proposals for Natividad Creek Park Restroom Rehabilitation, Sherwood Recreation Center – Phase IV, and Chinatown Navigation Center Building Improvements and Shower Trailer Installation projects and CSG initiated its service provision under the approved Agreement; and

WHEREAS, the funding allocated, including contingency, for Natividad Creek Park Restroom Rehabilitation is \$200,773 from Community Development Block Grant (CDBG), \$322,378 from CDBG for Sherwood Recreation Center – Phase IV, and \$128,891 from CIP 9125 for Chinatown Navigation Center Building Improvements and Shower Trailer Installation projects and CSG started to perform services; and

WHEREAS, the Community Development Department has requested a proposal from CSG for the Chinatown Neighborhood Improvements Project under an estimated funding amount of \$230,000 in CDBG and CIP 9070 funds and is awaiting receipt of a final proposal as part of the Master Services Agreement; and

WHEREAS, said Master Services Agreement for Professional Services between the City of Salinas and CSG Consultants, Inc. did not include a not to exceed amount, and in consultation with City Attorney and Finance Department, it was recommended to bring forward the proposed Amendment No. 1 to allow for inclusion of a not to exceed amount and to provide additional clarification of the scope of work for each CIP.

NOW, THEREFORE, BE IT RESOLVED, that the Salinas City Council approves Amendment No. 1 to the Master Service Agreement for Professional Services between the City of Salinas and CSG Consultants, Inc. in the amount not to exceed \$882,042 to provide design, inspection, project management, construction management, labor compliance and environmental services for various capital improvement projects; and

BE IT FURTHER RESOLVED, that the City Manager or designee is hereby authorized and directed, for and on behalf of the City of Salinas, to execute Amendment No. 1 to the Master

Service Agreement for Professional Services with CSG Consultants, Inc. and initiate and execute any modifications or other amendments necessary to support the completion of identified projects; and

BE IT FURTHER RESOLVED, that the Community Development Director or designee is hereby authorized to approve the Consultant's on-going performance of services without the need for subsequent Professional Service Agreements, provided the Consultant is, at all times throughout the term thereof, in compliance with the terms and conditions of the Master Service Agreement for Professional Services and Amendment No. 1 approved through this Resolution.

PASSED AND APPROVED this 14th day of November 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Kimbley Craig, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

**AGREEMENT —AMENDMENT NO. 1 TO
MASTER SERVICE AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
CSG CONSULTANTS, INC. AND THE CITY OF SALINAS**

This Amendment No. 1 to the Master Service Agreement for Professional Services (the “Amendment”) is entered into this 14th day of November 2023, by and between the City of Salinas (the “City”) and CSG Consultants, Inc., (the “Consultant” or “CSG”). City and Consultant may be individually referred to herein as a “Party” and collectively the City and Consultant may be referred to as the “Parties.”

RECITALS

WHEREAS, the City and Consultant first entered into a Master Service Agreement for Professional Services effective February 7, 2023, pursuant to which Consultant agreed to provide certain services to the City for compensation (the “Agreement”); and

WHEREAS, the City and Consultant desire to amend the Agreement further clarify the scope of service and define the roles between the City and Consultant; and

WHEREAS, the City and Consultant desire to amend the Agreement to stipulate an amount not to exceed \$882,042 for the Natividad Creek Park Restroom Rehabilitation, Sherwood Recreation Center – Phase IV, Chinatown Navigation Center Building Improvements and Shower Trailer Installation, and Chinatown Neighborhood Improvements projects, as specified in CSG’s proposals and to clarify the scope of service.

NOW, THEREFORE, in mutual consideration of the terms and conditions set forth below, the Parties agree as follows:

TERMS

1. The Agreement, “**Section 1. Scope of Service**”, is amended to restate in this section the following:

It is understood by the City and Consultant that Consultants performs or secures the performance of design, inspection, project, construction management, labor compliance services, environmental services to comply with the California Environmental Quality Act (CEQA) and/or the National Environmental Policy Act (NEPA), and related services for the City on an on-going basis for the following Capital Improvement Projects (CIPs):

- 1) Natividad Creek Park Restroom Rehabilitation
 - a. Not To Exceed Amount: \$200,773
 - b. Scope of Work
 - i. Inspection Services
 - ii. Project Management
 - iii. Construction Management
 - iv. Labor Compliance (Davis-Bacon and Prevailing Wages)

- 2) Sherwood Recreation Center – Phase IV,
 - a. Not To Exceed Amount: \$322,378
 - b. Scope of Work
 - i. Design
 - ii. Inspection Services

- iii. Project Management
- iv. Construction Management
- v. Labor Compliance (Davis-Bacon and Prevailing Wages)
- vi. CEQA and NEPA Environmental Services

3) Chinatown Navigation Center Building Improvements and Shower Trailer Installation, and

- a. Not To Exceed Amount: \$128,891
- b. Scope of Work
 - I. Design
 - II. Inspection Services
 - III. Project Management
 - IV. Construction Management
 - V. Labor Compliance (Davis-Bacon and Prevailing Wages)
 - VI. CEQA Environmental Services

4) Chinatown Neighborhood Improvements projects.

- a. Not To Exceed Amount: \$230,000
- b. Scope of Work
 - I. Design
 - II. Inspection Services
 - III. Project Management
 - IV. Construction Management
 - V. Labor Compliance (Davis-Bacon and Prevailing Wages)
 - VI. CEQA and NEPA Environmental Services

Under this agreement, CSG shall not render any construction work for any of the previously stated projects. CSG will assist the City in the preparation of the project specifications, but the City shall be responsible for releasing the Call for Bids for each of the projects. CSG will also assist in reviewing bid proposals received, but the City will ultimately be responsible for accepting a lowest bid proposal from a qualified General Contractor (GC) through a competitive closed-bid process for each project per the City's requirements. CSG shall not enter into any construction contracts on behalf of the City for any of the previously stated projects, as that will be the responsibility of the City.

CSG will also assist the City with environmental services for the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) as well as Labor Compliance for all projects. Labor Compliance will include Davis-Bacon and California Prevailing Wage monitoring and regulations. CSG will follow the City of Salinas Labor Compliance Program approved by City Council on October 27, 2020.

The City shall collect all required documentation through the Call for Bids and will ensure all City, State, and Federal grant requirements are met before entering into a Construction Contract with a qualified General Contractor, and any subcontractors included under the General Contractor. On each occasion the Consultant performs services for the City, the Consultant shall advise the City in writing of the scope of services to be provided and the cost of, and estimated time to perform services. Consultant shall not proceed to perform any such service until City and Consultant have established a project cost, a completion schedule and a time period for performance, and the City has given its written authorization to perform. Written approval for performance and compensation may be granted by the Community Development Director. The

Community Development Director authorization shall be limited to the maximum not to exceed amount stipulated in this Amendment as outlined in Section 3 and the scope of services outlined in Section 1.

2. The Agreement, “**Section 3. Compensation**”, is amended to restate in this section the following:

City hereby agrees to pay Consultant for services rendered the City pursuant to this Agreement on a time and materials basis according to the rates of compensation as set forth in Exhibit B an amount not to exceed Eight Hundred and Eighty-Two Thousand and Forty-Two dollars (\$882,042.00) and set forth in proposals submitted by CSG for each individual project.

3. The Agreement, “**Section 14. Changes to Scope of Work.**”, is amended to restate in this section the following:

City may at any time, and upon a minimum of ten (10) days written notice, seek to modify the scope of services to be provided for any project to be completed under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant’s notice to proceed with the changed scope.

Should CSG bring on additional subconsultants not specified in their original Request for Qualifications Proposal for Master Services to perform any design, inspection, project and construction management, labor compliance, and CEQA/NEPA environmental services, these subconsultants shall be competitively procured, insurance certificates provided to the City, and require approval from the Community Development Director before bringing the subconsultant(s) under agreement.

4. All other covenants, terms, and conditions set forth in the Agreement and not amended by this Amendment shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the undersigned, as authorized representatives of the City and Consultant have entered into this Agreement as of the date first written above.

City of Salinas

CSG Consultants, Inc.

By: _____
Jim Pia, Interim City Manager

By: _____
Cyrus Kianpour, President

APPROVED AS TO FORM:

By: _____
Chris Callihan, City Attorney
Rhonda Combs, Assistant City Attorney

RESOLUTION NO. 22588 (N.C.S.)

A RESOLUTION APPROVING MASTER SERVICES AGREEMENTS BETWEEN THE CITY OF SALINAS AND CSG CONSULTANTS, INC. FOR ON-CALL PROJECT MANAGEMENT AND DESIGN CONSULTANT SERVICES

WHEREAS, the Community Development Department has identified the need to utilize on-call consultants to provide Project Management and Design Consultant Services to assist the department with any building projects, and other services related to design and construction of various capital improvement projects; and

WHEREAS, on November 18, 2022, the City of Salinas engaged in a Request for Qualification (RFQ) process to identify firms with the requisite qualification to provide Project Management and Design Consultant Services; and

WHEREAS, on December 19, 2022, the Community Development Department, Housing Division staff received two Statement of Qualifications (SOQ) from consultants; and

WHEREAS, an evaluation committee consisting of Community Development Department staff and Public Works Engineering Division staff reviewed and interviewed each SOQ and selected CSG Consultants, Inc. (CSG) based on the criteria set forth in the Request for Qualifications; and

WHEREAS, CSG has extensive knowledge and experience in providing Project Management and Consultant Services to multiple municipalities in California.

NOW, THEREFORE, BE IT RESOLVED, that the Salinas City Council approves the Master Service Agreements between the City of Salinas and CSG Consultants, Inc. to provide Project Management and Design Consultant Services for various capital improvement projects; and

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed, for and on behalf of the City of Salinas, to execute a Master Services Agreement with CSG Consultants, Inc. and initiate and execute any modifications or amendments necessary to support the completion of identified projects; and

BE IT FURTHER RESOLVED, that the Community Development Director or designee is hereby authorized to approve the Consultant's on-going performance of services without the need for subsequent Professional Service Agreements provided the Consultant is, at all times throughout the term thereof, in compliance with the terms and conditions of the Master Service Agreement approved through this Resolution.

PASSED AND APPROVED this 7th day of February 2023, by the following vote:

AYES: Councilmembers Barrera, Gonzalez, McShane, Osornio, Rocha, Sandoval and Mayor Craig

NOES: None

ABSENT: None

ABSTAIN: None

APPROVED:

DocuSigned by:
Kimbley Craig
E554E94F4CE04C8...
Kimbley Craig, Mayor

ATTEST:

DocuSigned by:
Patricia Barajas
5BE31EC636A6432...
Patricia M. Barajas, City Clerk

MASTER SERVICE AGREEMENT
FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF SALINAS AND CSG
CONSULTANTS, INC.



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**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF SALINAS AND CSG CONSULTANTS, INC.**

This Master Service Agreement for Professional Services (the “Agreement” and/or “Contract”) is made and entered into this 7th day of February 2023, between the **City of Salinas**, a California Charter city and municipal corporation (hereinafter “City”), and **CSG Consultants, Inc. (dba CSG)**, a California corporation (hereinafter “Consultant”).

RECITALS

WHEREAS, Consultant represents that he, she, or it is specially trained, experienced, and competent to perform the special services which will be required by this Agreement; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, City and Consultant agree as follows:

TERMS

1. **Scope of Service.** It is understood by the City and Consultant that Consultants performs or secures the performance of Project Management and Design Consultant Services, and related services for the City on an on-going basis. On each occasion Consultant performs services for the City, Consultant shall advise the City in writing of the scope of services to be provided and the cost of, and estimated time to perform services. Consultant shall not proceed to perform any such service until City and Consultant have established a project cost, a completion schedule and a time period for performance, and the City has given its written authorization to perform. Written approval for performance and compensation may be granted by the Community Development Department, Housing Division Planning Manager.
2. **Term; Completion Schedule.** This Agreement shall commence on February 7, 2023, and shall terminate on February 7, 2028, unless extended in writing by either party upon (30) days written notice. This Agreement may be extended only upon mutual written consent of the parties, and may be terminated only pursuant to the terms of this Agreement.
3. **Compensation.** City hereby agrees to pay Consultant for services rendered the City pursuant to this Agreement on a time and materials basis according to the rates of compensation as set forth in **Exhibit B.**
4. **Billing.** Consultant shall submit to City an itemized invoice, prepared in a form satisfactory to City, describing its services and costs for the period covered by the invoice. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant’s bills shall include the following information to which such services cost or pertain:

- (A) A brief description of services performed;
- (B) The date the services were performed;
- (C) The number of hours spent and by whom;
- (D) A brief description of any costs incurred; and
- (E) The Consultant's signature.

Any such invoices shall be in full accord with any and all applicable provisions of this Agreement.

City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, City shall not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant. The City shall process undisputed portion immediately.

5. Meet & Confer. Consultant agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by the City to ensure timely and adequate performance of the Agreement.

6. Additional Copies. If City requires additional copies of reports, or any other material which Consultant is required to furnish as part of the services under this Agreement, Consultant shall provide such additional copies as are requested, and City shall compensate Consultant for the actual costs related to the production of such copies by Consultant.

7. Responsibility of Consultant. By executing this Agreement, Consultant agrees that the services to be provided and work to be performed under this Agreement shall be performed in a fully competent manner. By executing this Agreement, Consultant further agrees and represents to City that the Consultant possesses, or shall arrange to secure from others, all of the necessary professional capabilities, experience, resources, and facilities necessary to provide the City the services contemplated under this Agreement and that City relies upon the professional skills of Consultant to do and perform Consultant's work. Consultant further agrees and represents that Consultant shall follow the current, generally accepted practices in this area to the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the projects for which the services are rendered under this Agreement.

8. Responsibility of City. To the extent appropriate to the projects to be completed by Consultant pursuant to this Agreement, City shall:

(A) Assist Consultant by placing at its disposal all available information pertinent to the projects, including but not limited to, previous reports and any other data relative to the projects. Nothing contained herein shall obligate City to incur any expense in connection with completion of studies or acquisition of information not otherwise in the possession of City.

(B) Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant.

(C) Steve Carrigan, City Manager, or his designee, shall act as City's representative with respect to the work to be performed under this Agreement. Such person shall have the complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Consultant's services. City may unilaterally change its representative upon notice to the Consultant.

(D) Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in a project.

9. **Acceptance of Work Not a Release.** Acceptance by the City of the work to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the work performed.

10. **Indemnification and Hold Harmless.**

Consultant shall hold harmless, defend, and indemnify City and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

11. **Insurance.** Consultant shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in **Exhibit A** hereto.

12. **Access to Records.** Consultant shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials including but not limited to calculation and survey notes relating to work performed for the City under this Agreement on file for at least three (3) years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for such access and inspection.

13. **Non-Assignability.** It is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Consultant. This Agreement is personal to Consultant and shall not be assigned by it without express written approval of the City.

14. **Changes to Scope of Work.** City may at any time, and upon a minimum of ten (10) days written notice, seek to modify the scope of services to be provided for any project to be completed under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both

time and compensation of such change in scope and notify City in writing. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

15. Ownership of Documents. Title to all final documents, including drawings, specifications, data, reports, summaries, correspondence, photographs, computer software (if purchased on the City's behalf), video and audio tapes, software output, and any other materials with respect to work performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared. City agrees to hold harmless and indemnify the Consultant against all damages, claims, lawsuits, and losses of any kind including defense costs arising out of any use of said documents, drawings, and/or specifications on any other project without written authorization of the Consultant.

16. Termination.

(A) City shall have the authority to terminate this Agreement, upon ten days written notice to Consultant, as follows:

(1) If in the City's opinion the conduct of the Consultant is such that the interest of the City may be impaired or prejudiced, or

(2) For any reason whatsoever.

(B) Upon termination, Consultant shall be entitled to payment of such amount as fairly compensates Consultant for all work satisfactorily performed up to the date of termination based upon the Consultant's rates shown in **Exhibit B** and/or Section 3 of this Agreement, except that:

(1) In the event of termination by the City for Consultant's default, City shall deduct from the amount due Consultant the total amount of additional expenses incurred by City as a result of such default. Such deduction from amounts due Consultant are made to compensate City for its actual additional costs incurred in securing satisfactory performance of the terms of this Agreement, including but not limited to, costs of engaging another consultant(s) for such purposes. In the event that such additional expenses shall exceed amounts otherwise due and payable to Consultant hereunder, Consultant shall pay City the full amount of such expense.

(C) In the event that this Agreement is terminated by City for any reason, Consultant shall:

(1) Upon receipt of written notice of such termination promptly cease all services on this project, unless otherwise directed by City; and

(2) Deliver to City all documents, data, reports, summaries, correspondence, photographs, computer software output, video and audio tapes, and any other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such material is to be delivered to City in completed form; however, notwithstanding the provisions of Section 15 herein, City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such material.

(D) In the event that this Agreement is terminated by City for any reason, City is hereby expressly permitted to assume the projects and complete them by any means, including but not limited to, an agreement with another party.

(E) The rights and remedy of the City and Consultant provided under this Section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this Agreement.

17. **Compliance with Laws, Rules, and Regulations.** Services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable federal, state, and City laws and any rules or regulations promulgated thereunder.

18. **Exhibits Incorporated.** All exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of this Agreement and any of the terms of any exhibit to the Agreement, the terms of the Agreement shall control the respective duties and liabilities of the parties.

19. **Independent Contractor.** It is expressly understood and agreed by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the City. Consultant expressly warrants not to represent, at any time or in any manner, that Consultant is an employee or servant of the City.

20. **Integration and Entire Agreement.** This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters contained herein. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

21. **Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, County of Monterey, and City of Salinas. Jurisdiction of litigation arising from this Agreement shall be in the State of California, in the County of Monterey or in the appropriate federal court with jurisdiction over the matter.

22. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

23. Notices.

(A) Written notices to the City hereunder shall, until further notice by City, be addressed to:

City Manager
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

With a copy to:

City Attorney
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

(B) Written notices to the Consultant shall, until further notice by the Consultant, be addressed to:

Peykan Abbassi, PE, Principal-in-Charge
CSG Consultants, Inc.
550 Pilgrim Drive
Foster City, CA 94404
peykana@csgengr.com

(C) The execution of any such notices by the City Manager shall be effective as to Consultant as if it were by resolution or order of the City Council, and Consultant shall not question the authority of the City Manager to execute any such notice.

(D) All such notices shall either be delivered personally to the other party's designee named above, or shall be deposited in the United States Mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

24. Nondiscrimination. During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability.

25. Conflict of Interest. Consultant warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this Agreement a violation of any applicable local, state or federal law. Consultant further declares that, in the performance of this

Agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify City of the existence of such conflict of interest so that City may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code section 81000 et seq.) and Salinas City Code Chapter 2A that apply to Consultant as the result of Consultant's performance of the work or services pursuant to the terms of this Agreement.

26. Headings. The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement.

27. Attorneys' Fees. In case suit shall be brought to interpret or to enforce this Agreement, or because of the breach of any other covenant or provision herein contained, the prevailing party in such action shall be entitled to recover their reasonable attorneys' fees in addition to such costs as may be allowed by the Court. City's attorneys' fees, if awarded, shall be calculated at the market rate.

28. Non-Exclusive Agreement. This Agreement is non-exclusive and both City and Consultant expressly reserves the right to contract with other entities for the same or similar services.

29. Rights and Obligations Under Agreement. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

30. Licenses. If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its representatives, agents or subcontractors by federal, state or local law, Consultant warrants that such license has been obtained, is valid and in good standing, and that any applicable bond posted in accordance with applicable laws and regulations.

31. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

32. Legal Representation. Each party affirms that it has been represented, if it so chose, by legal counsel of its own choosing regarding the preparation and the negotiation of this Agreement and the matters and claims set forth herein, and that each of them has read this Agreement and is fully aware of its contents and its legal effect. Neither party is relying on any statement of the other party outside the terms set forth in this Agreement as an inducement to enter into this Agreement.


33. Joint Representation. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. No presumptions or rules of interpretation based upon the identity of the party preparing or drafting the Agreement, or any part thereof, shall be applicable or invoked.

34. Warranty of Authority. Each party represents and warrants that it has the right, power, and authority to enter into this Agreement. Each party further represents and warrants that it has given any and all notices, and obtained any and all consents, powers, and authorities, necessary to permit it, and the persons entering into this Agreement for it, to enter into this Agreement.

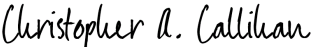
35. No Waiver of Rights. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. The failure to provide notice of any breach of this Agreement or failure to comply with any of the terms of this Agreement shall not constitute a waiver thereof. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. A waiver by the City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above.

CITY OF SALINAS

DocuSigned by:

04396AE44903419...
Steve Carrigan
City Manager

APPROVED AS TO FORM:

DocuSigned by:

DF009E02871844E...
 Christopher A. Callihan, City Attorney, or
 Rhonda Combs, Assistant City Attorney

CONSULTANT

DocuSigned by:

7AC12FF2224A4B2...

By (Printed Name): Cyrus Kianpour
Its (Title): President

Exhibit A- Insurance Requirements

Insurance Requirements

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees, or subcontractors. With respect to General Liability and Professional Liability, coverage should be maintained for a minimum of five (5) years after Agreement completion.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- (A) **Commercial General Liability** (“CGL”): Insurance Services Office Form (“ISO”) CG 00 01 covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (B) **Automobile Liability**: ISO Form CA 0001 covering any auto, or if Consultant has no owned autos, hired and non-owned, with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- (C) **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- (D) **Professional Liability** (also known as Errors and Omissions) insurance appropriate to the work being performed, with limits no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate per policy period of one year.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Salinas requires and shall be entitled to the broader coverage and/or 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.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Salinas, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10, CG 11 85, or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this Agreement or the project described within this Agreement, the **Consultant's insurance coverage shall be primary coverage** at least as broad as ISO Form CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Salinas for all work performed by the Consultant, its employees, agents, and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared by Consultant to and approved by the City. At the option of the City, Consultant shall provide coverage to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the consultant shall provide evidence satisfactory to the City guaranteeing payment of losses and related investigations, claim administrations, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of this Agreement or the beginning of Agreement work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the Agreement of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the Agreement effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of Agreement work.
4. A copy of the claims reporting requirements must be submitted to the City for review.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable insurance language effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all sub-consultants and/or subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that Entity is an additional insured on insurance required from such sub-consultants and/or subcontractors.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Maintenance of Insurance

Maintenance of insurance by Consultant as specified shall in no way be interpreted as relieving Consultant of its indemnification obligations or any responsibility whatsoever and the Consultant may carry, at its own expense, such additional insurance as it deems necessary.

Exhibit B- Fee Schedule

COST PROPOSAL TO THE
City of Salinas

**Project Management and Design Consultant Services of Multiple
Public Facilities and Improvement Projects**

December 19, 2022



550 Pilgrim Drive
Foster City, CA 94404
650.522.2500 phone
650.522.2599 fax
www.csgr.com



2023 Engineering Division Hourly Rates

Bay Area Region



CSG's services are billed on a time-and-materials basis according to our standard rates, shown below.

Professional Engineering Services	2023 Hourly Rate
Engineering Trainee	\$75
Administrative Assistant	\$85
Analyst	\$140
Engineering Designer/CASp Inspection & Consultation	\$150
Construction Inspector	\$165
Senior Analyst	\$165
Assistant Resident Engineer	\$180
Assistant Engineer	\$155
Associate Engineer	\$185
Senior Construction Inspector	\$175
Senior Engineer	\$210
Senior Land Surveyor	\$210
Resident Engineer	\$220
Structure Representative	\$220
Senior Structural Engineer	\$235
Senior Project Manager	\$235
Principal Engineer	\$250
Senior Principal Engineer	\$270
Two-Person Survey Crew	\$350
Sustainability Program Management Services	Hourly Rate
Sustainability Program Analyst	\$145
Sustainability Program Senior Analyst	\$170
Sustainability Program Manager	\$200

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, travel and office expenses. CSG will coordinate the pickup and return of plans to and from CSG offices. Overtime work will be billed at 1.5x the hourly rates indicated in the table above. On July 1 of each year following the contract start year, CSG will initiate a rate increase based on change in CPI for the applicable region. CSG will mail/email an invoice every month for services rendered during the previous month.



December 2022

MEI ARCHITECTS Fee Schedule

Job Title	Billing Rate (\$/hr)
Principal	\$265.00
Associate Principal	\$244.20
Project Manager	\$211.64
Project Architect	\$195.36
Job Captain	\$156.29
Architectural Designer	\$136.75
Graphics Production	\$123.73
Administrative/Clerical Support	\$97.68



July 20th, 2023
Christina Gonzalez, Community Development Analyst
Community Development Department
City of Salinas
65 W. Alisal Street, 2nd Floor
Salinas, CA 93901
cristinag@ci.salinas.ca.us

Agreement No. 23CDBG04

Re: Project Management and Design Consultant Services for Natividad Creek Restroom

CSG Consultants, Inc. (CSG) is pleased to submit this Proposal to assist the City of Salinas (City) with the design and project and construction management for miscellaneous improvements to the Natividad Creek Park Restroom Rehabilitation Project.

Peykan Abbassi, PE, will serve as the Point of Contact to perform the project and construction management services for this Project. Mr. Abbassi brings over 30 years of facility and engineering management experience for large and small projects in municipal government. His contact information is as follows:

3707 W. Garden Grove Boulevard, Suite 100, Orange, CA 92868
(714) 568-1010 phone | (818) 800-6326 cell | peykana@csgengr.com

Scope of Work

CSG will act as an extension of the City's staff managing the Project(s), communicating with the City staff, design consultant, and stakeholders. Tasks that CSG will be responsible for include the project management and design consultant services as follows:

- Project management and coordination including consultant administration and contract management. Constructability reviews.
- Monitor all expenditures and track grant funding.
- Provide construction management and inspection support.

Work Breakdown and Proposed Fee

Please see the attached schedule of fees for a detailed breakdown. Please note that the construction inspection line item is based on 90 days construction duration with full time inspection. However, this is a not-to-exceed amount and inspections will be charged to the city only for the days the inspector is required in the field as the contractor's schedule dictates.

Exclusions

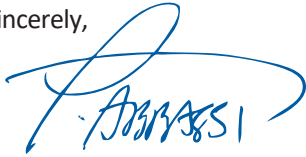
The following is a list of assumptions and other contractual provisions that will be required by CSG to complete the required work:

1. This scope of work does not include a geotechnical soils report. CSG assumes that the project can be completed within the guidelines allowed by the code.
2. Technical Studies (environmental site assessments, photometric lighting studies) can be provided as an additional service to the City.
3. This proposal does not include additional phasing. Additional cost will be required for multiple stage construction components.

Should additional work be required beyond the scope of work enumerated in this letter, whether it be due to unforeseen site conditions or Owner requests, additional work shall be compensated either on a T&M basis or fixed fee as requested by the Client.

We look forward to working with the City of Salinas on this Project. If you have any questions or require additional information, please contact Cyril Charles, P.E., Sr. Project Manager (cyrilc@csgengr.com) or me in the contact information provided below.

Sincerely,



Peykan Abbassi, PE, *Vice President*
(818) 800-6326 cell,
peykana@csgengr.com

Attachment:

1. Natividad Creek Project Fee Schedule
2. 360PSM Labor Compliance Fee Proposal
3. Salinas "RFQ for the PM and Design Consultant Services of Multiple Public Facilities and Improvement Projects" dated November 18, 2022

City of Salinas' approval for performance and compensation



Francisco Brambila
Acting Planning Manager

Lisa Brinton, Director

Staffing Plan and Cost Proposal for Construction Management Services for the Natividad Creek Park Restroom Rehabilitation Project

		2023					TOTAL HOURS	HOURLY RATE 2023	HOURLY RATE 2024	TOTAL COST
ROLE	STAFF	JUL (19 DAYS)	AUG (23 DAYS)	SEP (21 DAYS)	OCT (22 DAYS)	NOV (5 DAYS)				
TASK 1.0: DESIGN (Project set up/ submittal review)										
Principal Engineer	Peykan Abbassi	0	0	0	0	0	0	\$250.00		\$0.00
Sr. Project Manager	Cyril Charles	0	0	0	0	0	0	\$235.00		\$0.00
Construction Manager (Associate Engineer)	TBD	0	0	0	0	0	0	\$185.00		\$0.00
Construction Inspector	TBD	0	0	0	0	0	0	\$165.00		\$0.00
Asst. Project Manager	Bronwyn Callero	0	0	0	0	0	0	\$140.00		\$0.00
TASK 2.0: CONSTRUCTION										
Principal Engineer	Peykan Abbassi	4	5	4	4	1	18	\$250.00		\$4,500.00
Sr. Project Manager	Cyril Charles	32	40	32	32	8	144	\$235.00		\$33,840.00
Construction Manager (Associate Engineer)	TBD	0	0	0	0	0	0	\$185.00		\$0.00
Construction Inspector	TBD	152	184	168	176	40	720	\$165.00		\$118,800.00
Asst. Project Manager	Bronwyn Callero	16	20	16	16	4	72	\$140.00		\$10,080.00
TASK 3.0: POST CONSTRUCTION										
Construction Manager	TBD	0	0	0	0	0	0	\$185.00		\$0.00
Document Control	TBD	0	0	0	0	0	0	\$140.00		\$0.00
SUB-TOTAL		204	249	220	228	53	954			\$167,220.00
Sub-Consultant Cost								TOTAL COST		
360PSM - Labor Compliance (Includes 10% OH)								\$7,365.00		
SUB-TOTAL								\$7,365.00		
TOTAL COST								\$174,585.00		

Notes:

- Hours based on a construction period start date of July 5, 2023 and a duration of 60-90 working days, with an additional time for project closeout.
- Overtime will be billed in accordance with our Master Agreement Fee Schedule.
- Please note that the construction inspection line item is based on 90 days construction duration with full time inspection. However, this is a not-to-exceed amount and inspections will be charged to the city only for the days the inspector is required in the field as the contractor's schedule dictates.



July 10th, 2023
Christina Gonzalez, Community Development Analyst
Community Development Department
City of Salinas
65 W. Alisal Street, 2nd Floor
Salinas, CA 93901
cristinag@ci.salinas.ca.us

Agreement No. 23CDBG03

Re: Project Management and Design Consultant Services for Sherwood Recreation Center (Phase 4)

CSG Consultants, Inc. (CSG) is pleased to submit this Proposal to assist the City of Salinas (City) with the design and project and construction management for miscellaneous improvements to the Sherwood Recreation Center (Phase 4).

Peykan Abbassi, PE, will serve as the Point of Contact to perform the project and construction management services for this Project. Mr. Abbassi brings over 30 years of facility and engineering management experience for large and small projects in municipal government. His contact information is as follows:

3707 W. Garden Grove Boulevard, Suite 100, Orange, CA 92868
(714) 568-1010 phone | (818) 800-6326 cell | peykana@csgengr.com

Scope of Work

CSG will act as an extension of the City's staff managing the Project(s), communicating with the City staff, design consultant, and stakeholders. Tasks that CSG will be responsible for include the project management and design consultant services as follows:

- Complete design plans, specifications (short form) and permitting.
- Project management and coordination including consultant administration and contract management. Constructability reviews.
- Provide bid and award support.
- Complete CEQA.
- Complete NEPA requirements per additional city scope, discussed in April 27th, 2023 meeting.
- Monitor all expenditures and track grant funding.
- Provide construction management and inspection support (a fee for this work is yet to be determined).

Work Breakdown and Proposed Fee

Please see the attached schedule of fees for a detailed breakdown.

Exclusions

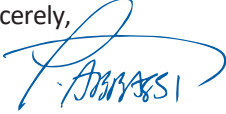
The following is a list of assumptions and other contractual provisions that will be required by CSG to complete the required work:

1. This scope of work does not include a geotechnical soils report. CSG assumes that the project can be completed within the guidelines allowed by the code.
2. Technical Studies (environmental site assessments, photometric lighting studies) can be provided as an additional service to the City.
3. This proposal does not include additional phasing. Additional cost will be required for multiple stage construction components.

Should additional work be required beyond the scope of work enumerated in this letter, whether it be due to unforeseen site conditions or Owner requests, additional work shall be compensated either on a T&M basis or fixed fee as requested by the Client.

We look forward to working with the City of Salinas on this Project. If you have any questions or require additional information, please contact Cyril Charles, P.E., Sr. Project Manager (cyril@csgengr.com) or me in the contact information provided below.

Sincerely,



Peykan Abbassi, PE, *Vice President*
(818) 800-6326 cell,
peykana@csgengr.com

Attachment:

1. Sherwood Recreation Center Project Fee Schedule
2. MEI Fee Proposal dated April 24, 2023
3. MEI Design Schedule
4. Salinas "RFQ for the PM and Design Consultant Services of Multiple Public Facilities and Improvement Projects" dated November 18, 2022

City of Salinas' approval for performance and compensation



Francisco Brambila
Acting Planning Manager

Lisa Brinton, Director

Staffing Plan and Cost Proposal for Design and Project Management Services for the Sherwood Recreation Center Project

		2023															TOTAL HOURS	HOURLY RATE 2023	HOURLY RATE 2024	TOTAL COST	
ROLE	STAFF	WK 1	WK 2	WK 3	WK 4	WK 5	WK 6	WK 7	WK 8	WK 9	WK 10	WK 11	WK 12	WK 13	WK 14	WK 15					
TASK 1.0: DESIGN PHASE																					
Principal Engineer	Peykan Abbassi	2.0	2.0	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	2.0	2.0	25	\$250.00		\$6,125.00	
Sr. Project Manager	Cyril Charles	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	120	\$235.00		\$28,200.00	
Sr. Engineers (Constructability Review)	TBD	0	0	0	0	0	0	0	0	0	0	0	16	16	0	0	32	\$235.00		\$7,520.00	
Asst. Project Manager	Bronwyn Callero	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	30	\$140.00		\$4,200.00	
TASK 2.0: BID and AWARD																					
ROLE	STAFF	WK 16	WK 16	WK 16	WK 16																
Principal Engineer	Peykan Abbassi	0	0	0	0												0	\$250.00		\$0.00	
Sr. Project Manager	Cyril Charles	4	4	4	4												16	\$235.00		\$3,760.00	
Asst. Project Manager	Bronwyn Callero	4	4	4	4												16	\$140.00		\$2,240.00	
TASK 3.0: CONSTRUCTION																					
ROLE	STAFF	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH					
Principal Engineer	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$250.00		\$0.00	
Sr. Project Manager	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$235.00		\$0.00	
Construction Manager (Associate Engineer)	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$185.00		\$0.00	
Construction Inspector	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$165.00		\$0.00	
Asst. Project Manager	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$140.00		\$0.00	
TASK 3.0: POST CONSTRUCTION																					
Construction Manager	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$185.00		\$0.00	
Document Control	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$140.00		\$0.00	
SUB-TOTAL		0	0	0	0	0	0	0	0	0	0	0	11.5	27.5	27.5	12	12	91			\$52,045.00

Sub-Consultant Cost		TOTAL COST
MEI (Design Consultants)		\$136,164.00
CEQA Consultant (TBD)		\$3,720.00
NEPA Consultant (Additional scope requested by city, environmental clearance required by funding source - TBD)		\$45,000.00
SUB-TOTAL		\$184,884.00
Additional Services		TOTAL COST
MEI (Design Consultants) CAD Backgrounds		\$12,992.00
TOTAL COST		\$236,929.00

- Notes:
- Overtime will be billed in accordance with our Master Agreement Fee Schedule.
 - Construction and Post-Construction Phase costs and staffing are not included and will be based on the estimated construction costs from the developed design.

Contract Change Order #1

(To be included in the following pages)

Staffing Plan and Cost Proposal for Design and Project Management Services for the Sherwood Recreation Center Project

		2023															TOTAL HOURS	HOURLY RATE 2023	HOURLY RATE 2024	TOTAL COST
ROLE	STAFF	WK 1	WK 2	WK 3	WK 4	WK 5	WK 6	WK 7	WK 8	WK 9	WK 10	WK 11	WK 12	WK 13	WK 14	WK 15				
TASK 1.0: DESIGN PHASE																				
Principal Engineer	Peykan Abbassi	2.0	2.0	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	2.0	2.0	25	\$250.00	\$6,125.00
Sr. Project Manager	Cyril Charles	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	120	\$235.00	\$28,200.00
Sr. Engineers (Constructability Review)	TBD	0	0	0	0	0	0	0	0	0	0	0	16	16	0	0	32	\$235.00	\$7,520.00	
Asst. Project Manager	Bronwyn Callero	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	30	\$140.00	\$4,200.00
TASK 2.0: BID and AWARD																				
ROLE	STAFF	WK 16	WK 16	WK 16	WK 16															
Principal Engineer	Peykan Abbassi	0	0	0	0													0	\$250.00	\$0.00
Sr. Project Manager	Cyril Charles	4	4	4	4													16	\$235.00	\$3,760.00
Asst. Project Manager	Bronwyn Callero	4	4	4	4													16	\$140.00	\$2,240.00
TASK 3.0: CONSTRUCTION																				
ROLE	STAFF	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH			
Principal Engineer	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$250.00	\$0.00
Sr. Project Manager	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$235.00	\$0.00
Construction Manager (Associate Engineer)	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$185.00	\$0.00
Construction Inspector	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$165.00	\$0.00
Asst. Project Manager	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$140.00	\$0.00
TASK 3.0: POST CONSTRUCTION																				
Construction Manager	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$185.00	\$0.00
Document Control	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$140.00	\$0.00
SUB-TOTAL		0	0	0	0	0	0	0	0	0	0	0	11.5	27.5	27.5	12	12	91		\$52,045.00
Sub-Consultant Cost																		TOTAL COST		
MEI (Design Consultants)																				\$136,164.00
CEQA Consultant (TBD)																				\$3,720.00
NEPA Consultant (Additional scope requested by city, environmental clearance required by funding source - TBD)																				\$45,000.00
SUB-TOTAL																				\$184,884.00
Additional Services																		TOTAL COST		
MEI (Design Consultants) CAD Backgrounds 08.30.2023 (Add Service #1)																				\$12,992.00
SUB-TOTAL																				\$12,992.00
TOTAL COST																				\$249,921.00

Notes:
 1. Overtime will be billed in accordance with our Master Agreement Fee Schedule.
 2. Construction and Post-Construction Phase costs and staffing are not included and will be based on the estimated construction costs from the developed design.



03 July 2023

Mr. Peykan Abassi
Vice President, Engineering So Cal
CSG Consultants, Inc
3707 W. Garden Grove Blvd, Ste 100
Orange, CA 92868
peykan@csgengr.com

Re: City of Salinas; Add Service 1, CAD backgrounds
MEI Project # 821

Dear Peykan:

Per CSG's request, we are submitting this request to prepare CAD backgrounds for the Chinatown Navigation Center and Sherwood Recreation Center projects.

As noted in our original scoping and fee proposal from April 2023, we observed that the PDFs given to MEI Architects were based on CAD drawings prepared by the previous AOR for the two facilities. We assumed that CAD backgrounds would be made available to the team and noted that in our proposal. Since the City has been unable to obtain these files, we need to create new backgrounds for the two projects.

Navigation Center: The PDFs provided to us are complete enough to where this should be a relatively simple drafting exercise to create backgrounds for our MEP consultant. We have budgeted 16 hours of draftsman time and 4 hours of principal time to perform this task.

Sherwood Recreation Center: As noted previously, there appears to have been at least 3 phases of work done at the Sherwood Center and we have only been provided with Phase 1 and Phase 3 drawings. These drawings, while prepared on CAD, are much more limited in information than the Chinatown Navigation Center drawings. Phase 1 was the original demolition of the pool and infill. Phase 3 was the more recent interior renovation work which gives us our current plan. While the basic room layouts are present, we will need to come down to the site to take measurements and photos so we can accurately locate these elements and create exterior elevations that are accurate enough to prepare our work from. We will need to do this in 3 phases; initial creation of CAD plans so we can prepare plots to bring down for our site visit, followed by final drafting of plans.

We will prepare the projects in Revit and the database will be turned over to the City after completion of the project. While this work will allow us to proceed with the design work, there may be some critical information in the missing Phase 2 Sherwood drawings that will shed some light on the construction of the infill wall on the south side of the gymnasium space. We can only guess as to what foundation exists under the infill walls and we were informed that there was a potential water intrusion issue at the base of that wall, so we can only design to the information that we have been given or to what is observable to the eye.

Our fee for the scope listed above.

Classification	Billing Rate				
Principal in charge	\$265.00	Michael Wang			
Project Manager	\$211.64				
Designer 1	\$156.29				
Designer 2	\$136.75	Grace Lai			
MEI Fees	HOURS				
Staff	Principal	PM	Design1	Design2	
Rate	\$265.00	\$211.64	\$156.29	\$136.75	
\$ 3,248.00	4			16	CNC Drafting
\$ 3,248.00	4			16	Sherwood initial drafting
\$ 3,214.00	8			8	Sherwood/Site Visit
\$ 6,530.00	4			40	Sherwood follow up drafting
\$ -					
\$ -					
\$ -					
\$ -					
\$ 16,240.00	20	-	-	80	Total labor
\$ 146.30					Travel
\$ 16,386.30					Total

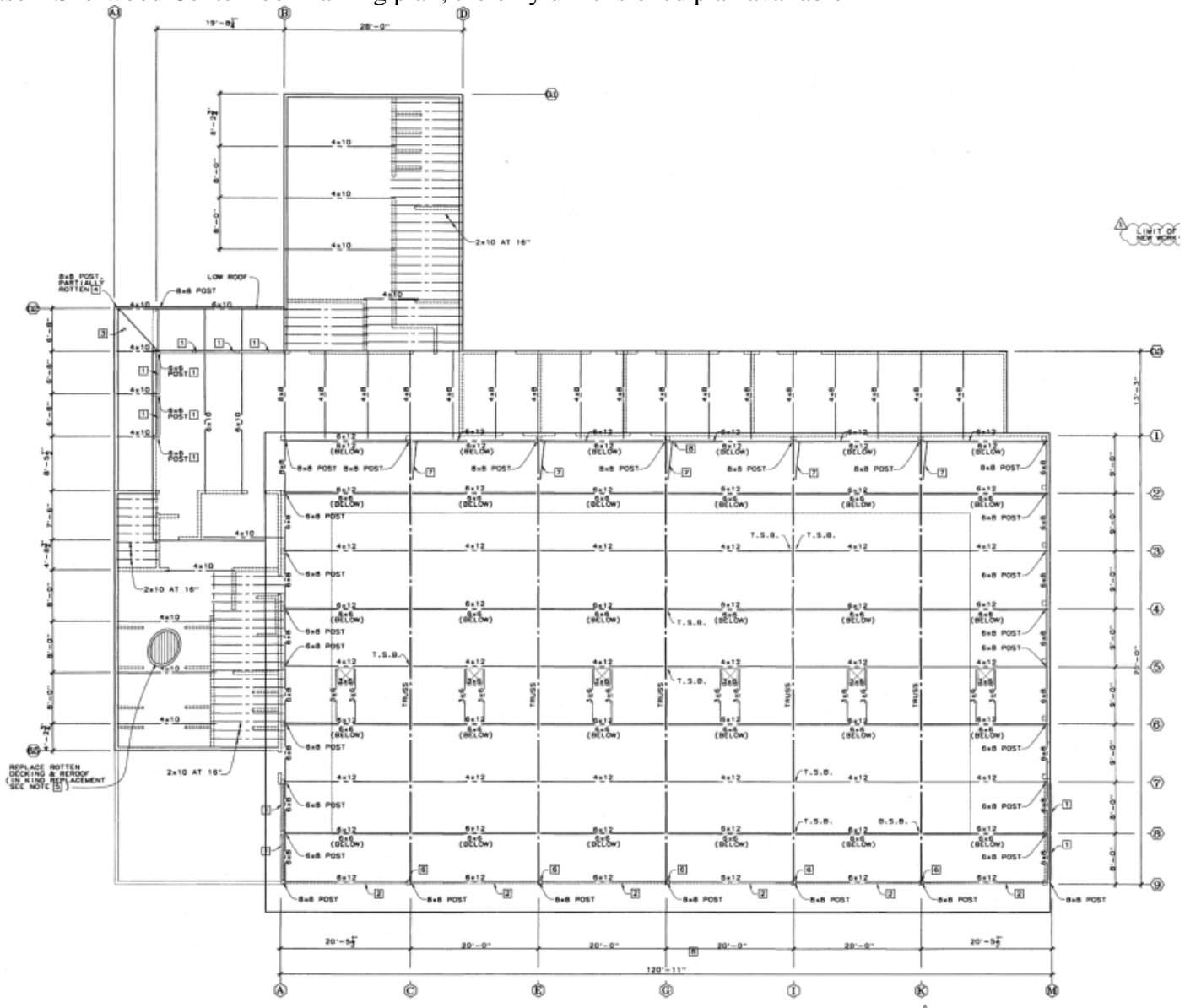
Our proposed fee for this project includes costs for the 220 mile round trip from SF.

Regards,

Michael Wang
Principal, MEI Architects

Attachment: Sherwood Recreation Center Phase 1 roof plan and Phase 3 Architectural Plan

Phase 1 Sherwood Center roof framing plan; the only dimensioned plan available



ROOF FRAMING PLAN

1/8" = 1'-0"

SEE ALSO ROOF PLAN DRAWING A3



LIMIT OF WORK

REPLACE ROTTEN
DECKING & REFR
(IN KIND) REPAIR
SEE NOTE (1)

6x8 POST,
PARTIALLY
ROTTEN (1)

Contract Change Order #2

(To be included in the following pages)

Staffing Plan and Cost Proposal for Design and Project Management Services for the Sherwood Recreation Center Project

		2023															TOTAL HOURS	HOURLY RATE 2023	HOURLY RATE 2024	TOTAL COST	
ROLE	STAFF	WK 1	WK 2	WK 3	WK 4	WK 5	WK 6	WK 7	WK 8	WK 9	WK 10	WK 11	WK 12	WK 13	WK 14	WK 15					
TASK 1.0: DESIGN PHASE																					
Principal Engineer	Peykan Abbassi	2.0	2.0	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	2.0	2.0	25	\$250.00		\$6,125.00	
Sr. Project Manager	Cyril Charles	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	120	\$235.00		\$28,200.00	
Sr. Engineers (Constructability Review)	TBD	0	0	0	0	0	0	0	0	0	0	0	16	16	0	0	32	\$235.00		\$7,520.00	
Asst. Project Manager	Bronwyn Callero	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	30	\$140.00		\$4,200.00	
TASK 2.0: BID and AWARD																					
ROLE	STAFF	WK 16	WK 16	WK 16	WK 16																
Principal Engineer	Peykan Abbassi	0	0	0	0												0	\$250.00		\$0.00	
Sr. Project Manager	Cyril Charles	4	4	4	4												16	\$235.00		\$3,760.00	
Asst. Project Manager	Bronwyn Callero	4	4	4	4												16	\$140.00		\$2,240.00	
TASK 3.0: CONSTRUCTION																					
ROLE	STAFF	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH					
Principal Engineer	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$250.00		\$0.00	
Sr. Project Manager	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$235.00		\$0.00	
Construction Manager (Associate Engineer)	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$185.00		\$0.00	
Construction Inspector	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$165.00		\$0.00	
Asst. Project Manager	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$140.00		\$0.00	
TASK 3.0: POST CONSTRUCTION																					
Construction Manager	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$185.00		\$0.00	
Document Control	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$140.00		\$0.00	
SUB-TOTAL		0	0	0	0	0	0	0	0	0	0	0	11.5	27.5	27.5	12	12	91			\$52,045.00

Sub-Consultant Cost		TOTAL COST
MEI (Design Consultants)		\$136,164.00
CEQA Consultant (TBD)		\$3,720.00
NEPA Consultant (Additional scope requested by city, environmental clearance required by funding source - TBD)		\$45,000.00
SUB-TOTAL		\$184,884.00
Additional Services		TOTAL COST
MEI (Design Consultants) CAD Backgrounds 08.30.2023 (Add Service #1)		\$12,992.00
MEI Design Fee Proposal for Misc. Scope Changes 08.30.2023 (Add Service #2)		\$26,442.00
CSG Fee Proposal for Misc. Scope Changes (Add Service #2)		\$3,966.00
SUB-TOTAL		\$43,400.00
TOTAL COST		\$280,329.00

- Notes:
- Overtime will be billed in accordance with our Master Agreement Fee Schedule.
 - Construction and Post-Construction Phase costs and staffing are not included and will be based on the estimated construction costs from the developed design.



30 August 2023

Mr. Charles Cyrill
CSG Consultants, Inc
3707 W. Garden Grove Blvd, Ste 100
Orange, CA 92868
peykan@csgengr.com

Re: City of Salinas; Add Service 2, Misc scope changes at CNC and Sherwood Center
MEI Project # 821

Dear Charles:

During our site visit of 8/16/23 and subsequent communication with the City, various changes to the original scope of the project have been made. This additional service is meant to capture the additional design costs anticipated by the Design team to assist with the completion of the project.

Navigation Center:

1. The existing building was discovered to have only two roof drains, with no overflow drains, one of which was visibly plugged with debris. During the site visit of 8/16/23, it was discussed and agreed with Mr. John Falkenberg, that both internal roof drains should be replaced with a roof scupper with and overflow. The existing roof drain will be capped off and all roof drainage diverted to the new scupper drain. MEI estimates this to require additional time detailing the new wall penetration and repair to the existing roof membrane system to incorporate new roof scupper drains. There is no MEP cost associated with this work. We estimate this to take 4 hours of principal time and 12 hours of drafting/design time to complete this work.
2. Laundry Room: The City discussed the desire to replace the existing residential grade washer and dryers with more robust commercial/industrial type machines. To this date, we have discussed via email different types of washer/extractors and dryers and the need for additional expertise to make recommendations to the City as it involves an analysis of the use and anticipated laundry load as well as staff operation of the machines. This is beyond the expertise of this design team and we recommend that CSG/City of Salinas retain an independent consultant experienced with commercial laundry operations to make final recommendations on this matter. Based on our talk today, 8/30/23, we understand that the desire is to use a commercial grade washer that is not physically attached to the structure. We will look into options for this, but have included \$850 of RPM time for structural analysis and 8 hours of principal time and 8 hours of draftsman time for MEI for research and incorporation of final recommendation/selection by the City. It is assumed that we will be able to use the existing infrastructure/utilities in the room to support the replacement equipment. There is no provision to accommodate any sorting/storage beyond the available space in the existing laundry room.

Sherwood Recreation Center:

1. During our previous site walks, we discussed and confirmed the removal of the abandoned stair and associated roof structure at the NE corner of the center. There is no added cost for this work.
2. During our 8/16/23 site visit, the City asked us to remove the existing CMU screen walls on the west side of the building in front of the multipurpose room on the west side and the Women's restroom and shower on the north side of the building. As part of this work, we agreed to add a parapet to the top of the women's restroom wing to match the existing CMU wall that will remain. We are requesting \$3,300 for RPM to perform structural analysis for this work, including the new parapet design, and 8 hours of principal time and 24 hours of draftsman time for the additional design work in these areas.
3. During our 8/16/23 site visit, we discussed removing the existing access door to the storage room on the west side of the facility and to replace the existing concrete paving on the south side of the facility with new concrete paving and trench drains. The original scope of work did not include repaving this area. We are requesting \$4,500 for RPM to perform civil work related to drainage and paving of this area and 3 hours of principal time and 12 hours of draftsman time for MEI to coordinate and incorporate these design changes.
4. During our 8/16/23 site visit, we took photos of the existing roof and rooftop equipment. It appears that the roof is in basically good shape and the water intrusion that we noted earlier was from improperly sealed skylights. We are not including any reroofing scope for the Sherwood Center in our project, but can advise the GC as to removing the existing skylights/curbs and reroofing this area at no additional cost.
5. Subsequent to our 8/16/23 site visit, there have been emails from the City discussing the possibility and desire to remove the existing painted wood shingles from the building and replacing them with another material. There was also the mention of the likelihood of Lead Based Paints being present on the wood, given the age of the facility. The City circulated previous surveys and removal specifications which we have responded to separately in an email to CSG and the City representatives. *Hazardous material removal is not included in our work scope* and we recommend that CSG or the City contract separately for this scope of work; we are happy to provide access to our drawings/documents to any remediation professional. Regarding replacement of the existing wood shingles (which are in very poor shape and need replacement anyway) with a different material, the City has mentioned the need to go through NEPA/Environmental review for this project. We are including with this add service request, an allowance of 16 principal hours and 48 designer/draftsperson hours for design work with rendered elevations/perspectives for community/city review.

Add Service 2 Fees:

Chinatown Navigation Center

RPM: \$ 850.00
MEI \$ 5,915.00
Total \$ 6,765.00

Sherwood Recreation Center

RPM: 7,800.00
MEI 18,642.00
Total \$ 26,442.00

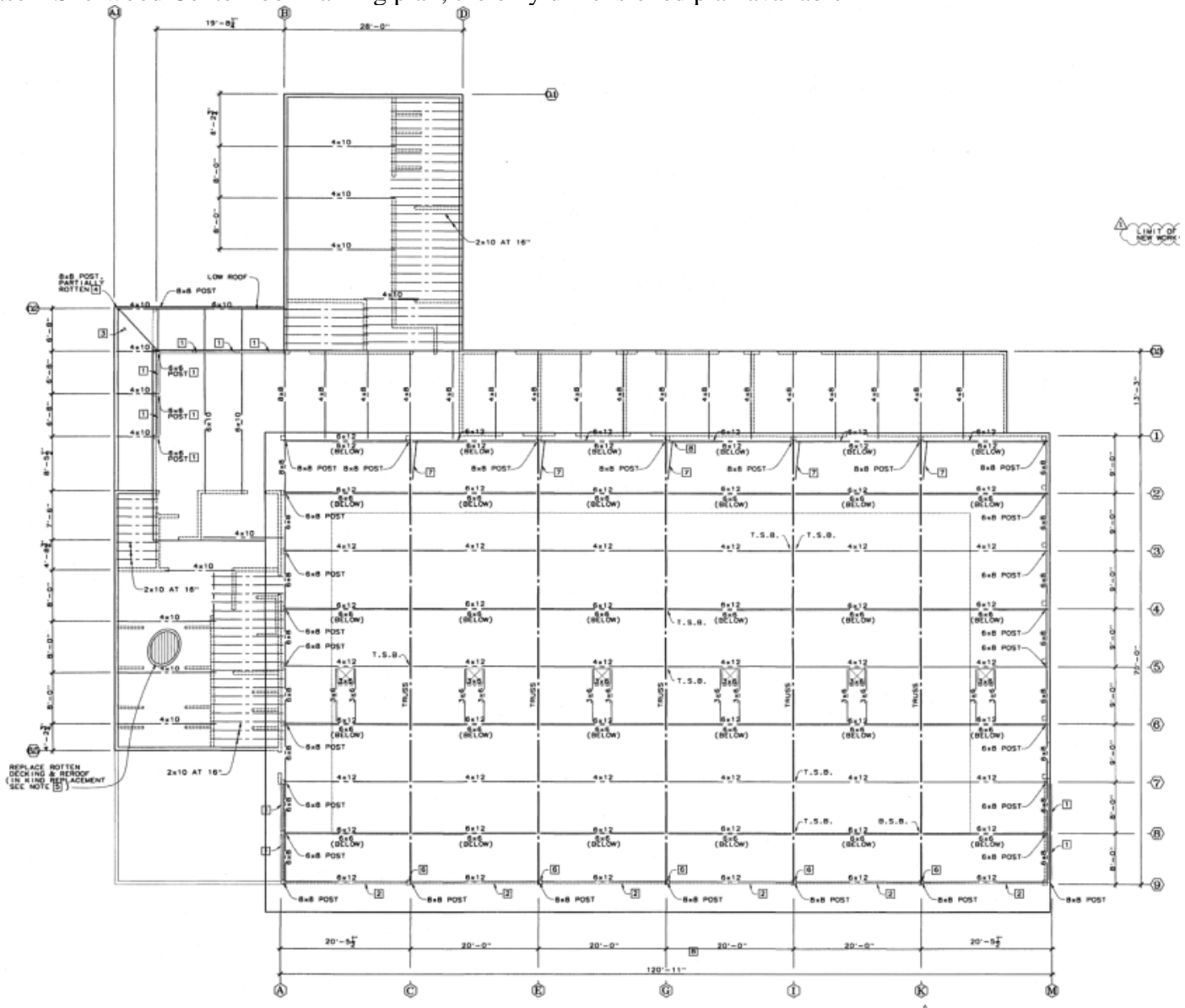
Total Fee Summary:

	Add Service 2	Add Service 1	Base Contract	Total All fees
RPM	\$ 8,650.00	\$ 0.00	\$60,400.00	\$ 69,050.00
MEI	\$ 24,557.00	\$ 16,240.00	\$127,993.00	\$ 168,790.00
Groundworks	\$ 0.00	\$ 0.00	\$15,000.00	\$ 15,000.00
Total	\$ 33,207.00	\$ 16,240.00	\$203,393.00	\$237,840.00

Regards,

Michael Wang
Principal, MEI Architects

Phase 1 Sherwood Center roof framing plan; the only dimensioned plan available



ROOF FRAMING PLAN

1/8" = 1'-0"

SEE ALSO ROOF PLAN DRAWING A3



LIMIT OF NEW WORK

REPLACE ROTTEN
DECKING & RE-ROOF
IN KIND. REPAIR
SEE NOTE [10]

6x8 POST,
PARTIALLY
ROTTEN [10]

LOW ROOF

2x10 AT 16"

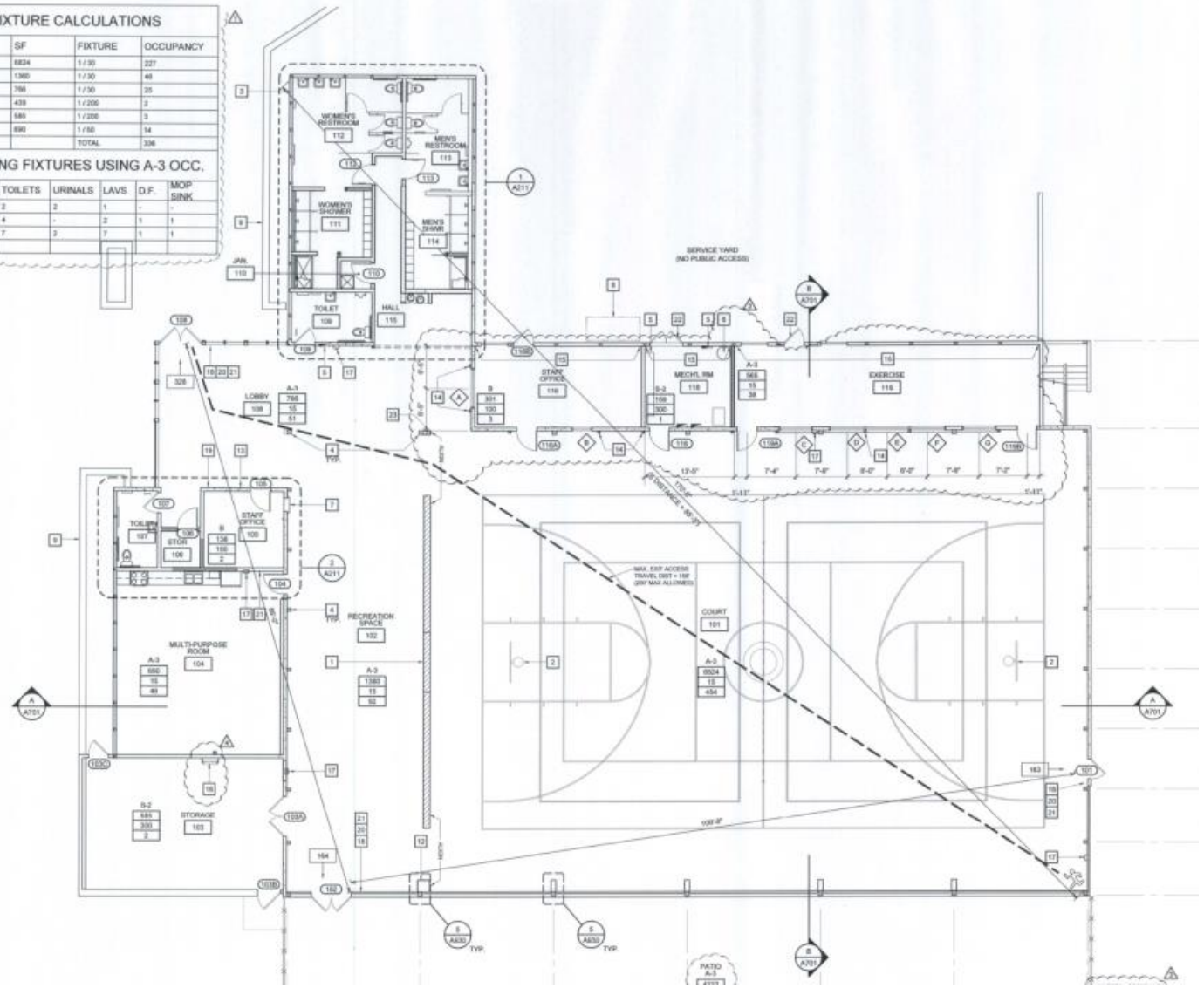
Phase 3 Sherwood Recreation Center Architectural Plan

PLUMBING FIXTURE CALCULATIONS

	SF	FIXTURE	OCCUPANCY
OFFICE	8824	1/30	227
TRON SPACE	1360	1/30	40
	764	1/30	25
	439	1/200	2
E	880	1/200	3
E	890	1/80	14
TOTAL			336

PLUMBING FIXTURES USING A-3 OCC.

	TOILETS	URINALS	LAVS	D.F.	MOP SINK
B	2	2	1	-	-
(180)	4	-	2	-	-
D	7	2	7	1	1





July 10th, 2023
Christina Gonzalez, Community Development Analyst
Community Development Department
City of Salinas
65 W. Alisal Street, 2nd Floor
Salinas, CA 93901
cristinag@ci.salinass.ca.us

Agreement No. 23CIP9125-01

Re: Project Management and Design Consultant Services for Chinatown Navigation Center

CSG Consultants, Inc. (CSG) is pleased to submit this Proposal to assist the City of Salinas (City) with the design and project and construction management for miscellaneous improvements to the Chinatown Navigation Center (CNC Portable Shower Installation and Building Improvements).

Peykan Abbassi, PE, will serve as the Point of Contact to perform the project and construction management services for this Project. Mr. Abbassi brings over 30 years of facility and engineering management experience for large and small projects in municipal government. His contact information is as follows:

3707 W. Garden Grove Boulevard, Suite 100, Orange, CA 92868
(714) 568-1010 phone | (818) 800-6326 cell | peykana@csgengr.com

Scope of Work

CSG will act as an extension of the City's staff managing the Project(s), communicating with the City staff, design consultant, and stakeholders. Tasks that CSG will be responsible for include the project management and design consultant services as follows:

- Complete design plans, specifications (short form) and permitting.
- Project management and coordination including consultant administration and contract management. Constructability reviews.
- Provide bid and award support.
- Complete CEQA.
- Monitor all expenditures and track grant funding.
- Provide construction management and inspection support (a fee for this work is yet to be determined).

The Chinatown Neighborhood Improvement Project is on hold by the City and costs for this project are also not included in this fee proposal.

Work Breakdown and Proposed Fee

Please see the attached schedule of fees for a detailed breakdown.

Exclusions

The following is a list of assumptions and other contractual provisions that will be required by CSG to complete the required work:

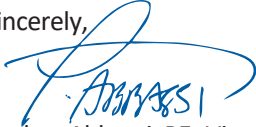
1. This scope of work does not include a geotechnical soils report. CSG assumes that the project can be completed within the guidelines allowed by the code.
2. Technical Studies (environmental site assessments, photometric lighting studies) can be provided as an additional service to the City.

3. This proposal does not include additional phasing. Additional cost will be required for multiple stage construction components.

Should additional work be required beyond the scope of work enumerated in this letter, whether it be due to unforeseen site conditions or Owner requests, additional work shall be compensated either on a T&M basis or fixed fee as requested by the Client.

We look forward to working with the City of Salinas on this Project. If you have any questions or require additional information, please contact Cyril Charles, P.E., Sr. Project Manager (cyril@csgengr.com) or me in the contact information provided below.

Sincerely,



Peykan Abbassi, PE, *Vice President*
(818) 800-6326 cell,
peykana@csgengr.com

Attachment:

1. Chinatown Navigation Center Project Fee Schedule
2. MEI Fee Proposal dated April 24, 2023
3. MEI Design Schedule
4. Salinas "RFQ for the PM and Design Consultant Services of Multiple Public Facilities and Improvement Projects" dated November 18, 2022

City of Salinas' approval for performance and compensation



Francisco Brambila
Acting Planning Manager

Lisa Brinton, Director

Staffing Plan and Cost Proposal for Design and Project Management Services for the Chinatown Navigation Center Project

ROLE	STAFF	2023																TOTAL HOURS	HOURLY RATE 2023	HOURLY RATE 2024	TOTAL COST
		WK 1	WK 2	WK 3	WK 4	WK 5	WK 6	WK 7	WK 8	WK 9	WK 10										
TASK 1.0: DESIGN PHASE																					
Principal Engineer	Peykan Abbassi	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	10	\$250.00		\$2,500.00	
Sr. Project Manager	Cyril Charles	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	56	\$235.00		\$13,160.00	
Sr. Engineers (Constructability Review)	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24	\$235.00		\$5,640.00	
Asst. Project Manager	Bromwyn Callero	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	20	\$140.00		\$2,800.00	
TASK 2.0: BID and AWARD																					
TASK 2.0: BID and AWARD																					
Principal Engineer	Peykan Abbassi	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$250.00		\$0.00	
Sr. Project Manager	Cyril Charles	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	16	\$235.00		\$3,760.00	
Asst. Project Manager	Bromwyn Callero	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	16	\$140.00		\$2,240.00	
TASK 3.0: CONSTRUCTION																					
TASK 3.0: CONSTRUCTION																					
Principal Engineer	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$250.00		\$0.00	
Sr. Project Manager	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$235.00		\$0.00	
Construction Manager (Associate Engineer)	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$185.00		\$0.00	
Construction Inspector	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$165.00		\$0.00	
Asst. Project Manager	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$140.00		\$0.00	
TASK 3.0: POST CONSTRUCTION																					
Construction Manager	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$185.00		\$0.00	
Document Control	TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$140.00		\$0.00	
SUB-TOTAL		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			\$30,100.00	

Sub-Consultant Cost		TOTAL COST
MEI (Design Consultants)		\$67,229.00
CEQA Consultant (TBD)		\$3,720.00
SUB-TOTAL		\$70,949.00
Additional Services		TOTAL COST
MEI (Design Consultants) CAD Backgrounds		\$3,248.00
TOTAL COST		\$104,297.00

Notes:

- Hours based on a construction period start date of July 5, 2023 and a duration of 60-90 working days, with an additional time for project closeout.
- Overtime will be billed in accordance with our Master Agreement Fee Schedule.
- Construction and Post-Construction Phase costs and staffing are not included and will be based on the estimated construction costs from the developed design.



07 April 2023

Mr. Peykan Abassi
Vice President, Engineering So Cal
CSG Consultants, Inc
3707 W. Garden Grove Blvd, Ste 100
Orange, CA 92868
peykan@csgengr.com

Re: City of Salinas
MEI Project # 821

Dear Peykan:

We are pleased to present our fees for the City of Salinas Improvement Projects. This fee proposal is based on my site walk with you and the City of Salinas planning staff on Tuesday, 21 April 2023. It was determined that MEI's scope of services would be limited, at this time, to two projects:

1. Misc. improvements to the Sherwood Recreation Center.
2. Misc. improvements to the Chinatown Navigation Center.

Although we did walk the Chinatown neighborhood and discussed the City's interest in the purchase and rehabilitation of the Republic Café, there was no clear direction on services required so this proposal is only limited to the two projects listed above.

I have attached my site visit notes to this proposal as a record of what was discussed and what our fee is based upon. Because each of these projects are considered separate projects and will be permitted and bid separately, the only chance for combining meetings and site visits will be at the design phase. We are assuming separate efforts for CA, but have limited the visits to a maximum of 3 visits each, including the final punch list. It is assumed that we will be using a short form specification on the drawings instead of a formal specifications manual.

Sherwood Recreation Center Scope of Work (see also Appendix A and B, RPM and Groundworks proposals)

1. Sitework coordination with Civil Engineer & Landscape Architect:
 - a. Accessible path of travel from transit stop on N. Main to building.
 - b. Reconfigured parking lot on west side of building for disabled parking/van parking and drainage
 - c. All required signage for accessible parking and exterior path of travel leading into the building.
 - d. New accessible path of travel from east egress door of gym space to Aquatic Center walkway.
 - e. New accessible path of travel from south egress door of gym space to parking lot.
 - f. Replace fencing and gates at area/yard to the south of the Rec Center.
 - g. Install new drainage and redirect roof drains at space to the west of the Rec Kitchen area.
 - h. Replace gate to storage yard on north side of facility
 - i. Regrade storage yard on north side to make doors comply
 - j. See item 2.i below

2. Exterior Architectural Work
 - a. Replace shingles throughout.
 - b. Study possible shingling of raised storage walls at SW corner of building
 - c. Replace damaged windows with new alum frame windows; preserve outer wood frames or replace where required due to deteriorated conditions:
 - i. South side of Rec center, kitchen wall
 - ii. Windows at north side service yard
 - iii. Windows at mens and womens shower/toilet rooms at north side service yard.
 - d. Fill in alcove adjacent to main entry at NW corner of building; shingle finish.
 - e. Complete trim at entry door to building
 - f. Review status of abandoned viewer mezzanine stair and possible demolition, including associated roof and column.
 - g. Demo old boiler flue at north service yard.
 - h. Replace gym exit door on east side of building.
 - i. Investigate & address water intrusion at base of south wall of Rec Center; may involve removal of existing concrete slabs and installation of perimeter drains.
 - j. New building identification signage at the main entry.
3. Interior Architectural/MEP work
 - a. Repair settled floor at SW corner of gym space
 - b. Repair settled floor/replace exterior door at SE corner of storage room on west side of gym.
 - c. Add exhaust fans to toilet rooms/shower rooms; replace exterior window panels as required to provide fan access.
 - d. Design new reception desk, including power & data at entry to building.
 - e. Add window safety film to all lobby windows below 7'
 - f. Repair water damage to west wall of kitchen
 - g. Remove windows between storage and kitchen on west side of gym.
 - h. Fill in holes in structural steel frame at lobby.
 - i. At open ceiling areas on north side of gym space, provide safety netting to prevent balls from entering rooms.
 - j. Install make up air (air transfer grills) in mens and womens multi-use restrooms; adjust doors to max 5 lb closing force.
 - k. Add protective metal cages around wall thermostats and truss located equipment in gym space.
 - l. Provide safety covers over exposed bolts; City to identify all bolt locations.
4. Landscape Design: Because the sitework scope and landscape work is somewhat undefined, our landscape architect has submitted a fee for initial site visit and scoping services which would include some conceptual sketches to assist the City in determining the extent of landscape design required for the front of the Sherwood Recreation Center.
5. Exclusions:
 - a. Interior signage
 - b. Exterior lighting
 - c. Interior lighting

Chinatown Navigation Center Scope of Work:

1. Sitework (with Civil and Electrical Engineer)
 - a. Provide new electrical power for City installed bathroom trailer. Replace existing 220VAC outlet on east side of parking lot with new higher amperage outlet. MEI and it's consultants take no responsibility for the adequacy of power or circuiting for this work; The City has provided information on the type of circuiting required for installation of the shower trailer. MEI will provide the information for bidding, including required repaving due to new trenching.

- b. Resurface parking lot as directed by the City.
- 2. New toilet room trailer:
 - a. No work is associated with the City's installation of a new multi occupancy toilet trailer.
- 3. Existing tent structure:
 - a. No work is associated with the existing Sprung Structure.
- 4. Existing Navigation Center (Chinatown Health Services Center), 115 East Lake Street.
 - a. Replace existing flooring (LVT) with new LVT for training room, and office areas.
 - b. No work at existing single occupancy toilet room on main corridor.
 - c. Washer Dryer room:
 - i. Remove (E) jan sink, and install new epoxy flooring with coved base.
 - ii. Rearrange washer dryers so two washers and one dryer are lined up on the lower level to provide access for disabled users; stack second dryer on top of one washer.
 - d. Toilet rooms:
 - i. Investigate existing exhaust system; upgrade as required.
 - ii. Replace wall mounted lavs with trough type multi user lav.
 - iii. Replace faucets with single button vandal type resistant faucet; tempered water is OK.
 - iv. Replace hand dryers with access compliant type dryers.
 - e. Showers:
 - i. Demo out showers to studs
 - ii. Grind down/bush hammer floors to provide proper drainage
 - iii. Install new water resistant/abuse resistant GWB at showers
 - iv. Install new epoxy flooring with integral coved surface/wall surface for shower room
 - v. Confer with City/User regarding appropriate abuse resistant shower fixtures that will comply with ADA.
 - vi. Replace existing door and door frames with fiberglass type louvered doors and frames.
 - vii. Investigate existing exhaust system; upgrade as required.
 - f. Hallway outside of restrooms/showers:
 - i. Provide new coved epoxy flooring with 4" coved base.
 - ii. Provide 48" high FRP wainscot for main wall, south and north sides.
 - g. Building Electrical System: Work is limited to replacement of lighting fixtures in the 4 shower rooms, and replacing wall mounted hand dryers in the multi occupancy toilet rooms.
 - h. Building signage for the Navigation Center: one, non-illuminated sign along East Lake Street was discussed.
 - i. Exclusions:
 - i. Water Heater Closet space
 - ii. Building Sewer system: No work to the house sewer is included as the City informed the team that the sewer main had been recently replaced. Sanitary sewer work is limited to work in the existing showers including drain replacement.
 - iii. Low voltage systems including tel data and CCTV
 - iv. Exterior building/site lighting
 - v. Exterior waterproofing including roofing

Our fee for the scope listed above, inclusive of all consultant and anticipated reimbursable travel expenses is:
Sherwood Recreation Center:

MEI Architects:	\$77,665	
RPM Team (MEP/Civil)	\$43,000	
Groundworks (Landscape)	\$15,000	(14,740+reimbursables)
Reimbursable Travel	\$1,009	
TOTAL	\$136,164	

Chinatown Navigation Center

MEI Architects	\$48,820
RPM Team (MEP/Civil)	\$17,400
Reimbursable Travel	\$1,009
TOTAL	\$67,229

Our proposed fee for this project includes \$1,008.70 for each project to cover 5 site visits from San Francisco, CA, assuming 220 miles round trip.

Should additional work be required beyond the scope of work enumerated in this letter, whether it be due to unforeseen site conditions or Owner requests, additional work shall be compensated either on a T&M basis or fixed fee as requested by the Client. Architect shall not proceed with additional work unless compensation for said work has been approved in writing by the Client.

Our fee also assumes we will be drafting most of the plans and elevations required for this project.

Sherwood Rec Center:

- While the City has forwarded some CAD drawings for the Sherwood Rec Center, these are, in our opinion, of little practical use for us. We will still have to draft up plans and elevations in greater detail than what has been provided to us.
- The PDF drawings we have received to date are from Phase 1 and 3 drawing sets. There appears to have been a Phase 2 project which we suspect included the new infill walls on the south side of the Rec center. This information will be critical to respond to scope item 2.i waterproofing.

Chinatown Navigation Center: We have received no CAD drawings for the Chinatown Navigation Center, although it appears that they should be available as the PDF drawings provided to us by the City are dated 2016 and appear to have been done on CAD.

We are prepared to start work upon a notice to proceed from CSG.

Regards,


Michael Wang
Principal, MEI Architects

Attachments:

- Exhibit A1: RPM Fee Proposal, Sherwood Rec Center
- Exhibit A2: RPM Fee Proposal, Chinatown Navigation Center
- Exhibit B: Groundworks Fee Proposal, Sherwood Rec Center
- Exhibit C: MEI Standard Hourly Rates
- Exhibit D: MEI Site visit notes from 3/21/23 site visit.



Engineering Services Proposal & Agreement

Date: April 5, 2023

Client: MEI Architects
Michael Wang
Principal
949 Grant Avenue, San Francisco, CA 94108
C: (415) 828-5396
E: mwang@meiarchitects.com

Project: Sherwood Recreation Center Improvements

Site Address/Location: 940 N Main St, Salinas, CA 93906

Conceptual: Client is requesting engineering design services for improvements to an existing recreation center. The center was built in 1949 and is approximately 12,895 square feet. Phase 4 of the project will focus primarily on exterior improvements to the facility such as roof, windows, paint, landscaping, parking, and other miscellaneous construction activities listed below and highlighted in Appendix A.

Scope of Services: Providing surveying, civil, mechanical, electrical, and plumbing engineering services, stamped by a licensed PE in California, in compliance with CBC 2022 / ASCE 7-16, for the items below:

1. Civil Engineering Services Including:
 - a. Grading and drainage improvement plan
 - b. Concrete walkways and accessible paths
 - c. Demolition plans and notes
 - d. Street improvement plan
 - e. Erosion control plan
 - f. Back end specifications
2. Structural Engineering Services Including:
 - a. Demolition plans and notes of roof structure and stair
 - b. New framing plan
 - c. Calculations
 - d. Back end specifications
3. Mechanical Engineering Services Including:
 - a. Design tenant ventilation systems improvements
 - b. Mechanical equipment schedules and details
 - c. Compilation of permit level documents, and signed and sealed drawings for submission for permit and construction
 - d. Back end specifications
4. Electrical Engineering Services Including:
 - a. Design of electrical and data systems stamped and signed for permit

- b. Electrical plans
 - c. Back end specifications
- 5. Plumbing Engineering Services Including:
 - a. Illustrate plumbing waste and coordinate drainage with civil
 - b. Back end specifications
- 6. Survey Services Including:
 - a. Topographic Survey
 - i. Visible features on property, elevation, curbs/gutters, building location and outline
 - ii. Survey map
- 7. Construction Administration Including:
 - a. Answering RFI's during bidding and construction
 - b. Submittal review and approval
- 8. Site Visits & Meetings:
 - a. 3 Site visits included
 - b. Weekly OAC virtual meetings

Total Fee **\$41,500**

- 1. Contingency Fees Including:
 - a. Survey Services
 - i. Property line survey to single right of way line in Main Street

Contingency Fee if Required **\$1,500**



Profile: RPM Team is a modular design build firm specializing in design and construction program management. We offer turnkey design and construction management services in all of North America. We can help with your real estate, development, architectural, and engineering needs and are veteran owned. We have complete capabilities to help plan, design, build, upgrade, expand, modernize and renovate pre-engineered, pre-fabricated, modular, and shipping container building projects and products.

Retainer & Payments:

- Contract and Purchase Order must state MEI will pay within 30 days of receipt of payment from client.

General Design Exclusions:

- Traffic engineering, traffic study, environmental reports, and geologic or geotechnical services.
- Tree survey prepared by ISA Certified Arborist.
- Architecture, structural, and landscape design.
- Title 24 (MEP) energy code compliance
- Title 24 building envelope energy code compliance
- Exterior site lighting photometric
- Fire sprinkler and fire alarm design – listed as contractor design by general contractor.
- Interior FFE design.
- Design of gas and compressed air utilities.
- Development of presentation materials and printing of permit drawings.
- Permit fees.
- Owner or Contractor initiated scope or design changes beyond the 75% Construction Document Phase.
- Design changes resulting from value engineering or product substitutions during the Construction Administration phase.
- Costs associated with obtaining necessary permits, inspections and approvals from local, state and federal agencies are not included unless specifically noted above.
- Revision or additional work due to unforeseen changes in local or state requirements, or ordinances effective after the date of preparation of this proposal.
- Preparation of plans or documents for other than the Authority Having Jurisdiction's review & approvals.

Proposal Terms:

- The cost includes addressing all the review comments until the architecture and engineering portions of the relevant submittal is approved.
- The cost is for electronic delivery of 1 set of stamped design document.
- Any changes in the above said scope of services provided under this Contract will be charged at the rate of \$200 per hour.
- RPM Team will produce drawings and documents exhibiting standard engineering care in compliance with CBC 2022, project drawings, and project specifications. RPM Team does not provide any warranty or guarantee, express or implied, regarding the quality or timeliness of professional services.
- The drawings produced by RPM Team show structural members in the final, installed position. RPM Team is not responsible for the means, methods, sequence, procedures, techniques, scheduling of construction activities, job site safety, and liquidated damages.

Contract Terms & Conditions

MEI Architects (hereafter referred to as "CLIENT") and RPM Team LLC. (hereafter referred to as "RPM") acknowledge that the Terms and Conditions below are a part of this Letter Agreement and agree to be bound by its terms and conditions.

Standard of Practice, Warranties:

The standard of practice for all professional engineering and related services performed or furnished by RPM under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. RPM will produce documents exhibiting standard engineering care to comply with IBC 2018, ASCE 7-10, and local City Ordinances. RPM makes no warranties, express or implied, under this Agreement or otherwise, in connection with RPM's services.

Deliverable:

The Fee includes electronic delivery of 1 set of documents only. If the CLIENT requires wet stamp Documents for submission, CLIENT shall notify RPM five (5) days ahead of time, and CLIENT agrees to pay RPM associated cost plus a 20% premium for handling. i.e. (printing cost + shipping cost) x 20% handling fee. Our 24x36 size prints are charged at \$4.75/sheet which is similar to FedEx rates. Our 11x17 size prints are charged at \$2/sheet.

Deviation from Scope:

Any changes in the above Scope of Services provided under this Contract will be treated as a change order. In this event, RPM will notify the CLIENT and only begin working on the change order after getting written approval from the CLIENT on the change order fee.

Ownership of Documents:

CLIENT warrants that all documents, including, but not limited to drawings, sketches, studies, analysis, Information, schedules, estimates, reports and other items provided to RPM, or previously prepared or furnished by other consultants or RPM, are owned and the property of the CLIENT, or that CLIENT is properly licensed to use and share such documents with others performing services for the Project and that the use of the files shall be without liability or legal exposure to RPM.

Indemnification:

RPM agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any Damage, liability or cost (including reasonable attorney's fees) arising from a third-party claim, but only to the extent caused by RPM's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub consultants or anyone for whom RPM is legally liable. CLIENT agrees that RPM's obligation to indemnify CLIENT does not include a duty to defend CLIENT from a professional liability claim. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold RPM harmless from any damage, liability or cost (including reasonable attorney's fees) arising from a third-party claim, but only to the extent caused by the CLIENT'S negligent acts, errors or omissions and those of its contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable, and arising from the project that is the subject of this Agreement.

Third Party Entities Construction Support Services Indemnification:

The CLIENT agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless RPM And its officers, employees and consultants, from any loss, claim or cost (including reasonable

attorneys' fees) arising or resulting from the performance of construction support services by other persons or third party entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims directly resulting from a negligent act, error or omission of RPM. RPM is not responsible for the means, methods, sequence, procedures, techniques, scheduling of construction activities, job site safety, and liquidated damages.

Cancellation of Contract:

Site visit fee of \$600/visit + travel expenses shall NOT be refunded. Cancellation of contract by the Client within 2 days of contract execution will require a forfeit payment to RPM of \$500 for loss of time. This payment shall become delinquent within 15 days of cancellation. Accounts unpaid 15 calendar days after the invoice date are subject to a 1.5% service charge (19.6% annual rate). In the event any portion of an account remains unpaid 30 calendar days after the invoice date, CLIENT shall pay all costs of collection, including reasonable attorney fees.

Limitation of Liability:

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the Total liability, in the aggregate, of RPM and its officers, directors, members, partners, agents, employees, and Consultants, to Client and anyone claiming by, through, or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, or in any way related to the Project or the Agreement from any cause or causes (including RPM's indemnity obligations hereunder) shall not exceed the total compensation received by RPM under this Agreement. To the fullest extent permitted by law, RPM and its officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Client or anyone claiming by, through, or under Client for any special, incidental, indirect, or consequential damages.

Entire Agreement:

This Agreement together with the Exhibits and Schedules identified above constitute the entire agreement between CLIENT and RPM and supersede all prior written or oral understandings. This Agreement and said Exhibits and Schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Dispute Resolution:

Any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or breach thereof, which has not been resolved in accordance with the procedures set forth in the Agreement, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the AAA then in effect, unless the parties mutually agree otherwise in writing by amendment to this Agreement.

The parties agree that any arbitrator selected shall have demonstrated prior experience in, and knowledge of, standards and practices applicable to design professionals. The award of the arbitrator(s) shall be final and binding upon the parties without the right of appeal to the courts.

Judgment may be entered upon it in accordance with the applicable law by any court having jurisdiction thereof.

Interpretation:

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, Monterey County and the Federal District Court of Northern California. In the event that any portion or all of this Agreement is held to be void or unenforceable, the remaining portions of the Agreement shall not be affected thereby and shall remain in full force and effect. The parties agree to negotiate in good faith to reach an equitable agreement which shall affect the intent of the parties as set forth in this Agreement.

We thank you for this opportunity to quote on this project and our team looks forward to working with you.

David Renard, President
david@rpm-team.com
(408) 439-3283

RPM Team LLC
295 Main St, Ste 210
Salinas, CA 93901

Please sign below and return if you agree with our Proposal. Your signature below will create a binding contract that incorporates this Proposal and the attached Contract Terms and Conditions. Any modifications you make to this Proposal or the Contract Terms and Conditions will be null and void and of no legal effect unless initialed by RPM Team within five (5) days of receipt from Client.

MEI Architects

Date

RPM Team LLC

Date

----- End Contract Terms & Conditions -----



RPM
TEAM

EXHIBIT A2
RPM CHINATOWN NAVIGATION CENTER
PROPOSAL

Engineering Services Proposal & Agreement

Date: April 5, 2023

Client: MEI Architects
Michael Wang
Principal
949 Grant Avenue, San Francisco, CA 94108
C: (415) 828-5396
E: mwang@meiarchitects.com

Project: Chinatown Navigation Center Improvements

Site Address/Location: 115 East Lake St, Salinas, CA 93901

Conceptual: Client is requesting engineering design services for improvements to an existing navigation center including electrical upgrades, sewer connections, and restroom upgrades and other miscellaneous construction activities listed below and highlighted in Appendix A.

Scope of Services: Providing civil, mechanical, electrical, and plumbing engineering services, stamped by a licensed PE in California, in compliance with CBC 2022 / ASCE 7-16, for the items below:

1. Civil Engineering Services Including:
 - a. Chip and seal improvement plan
 - b. Trenching details
 - c. Utility plan
 - d. Back end specifications
2. Mechanical Engineering Services Including:
 - a. Design tenant ventilation systems improvements
 - b. Mechanical equipment schedules and details
 - c. Energy code compliance
 - d. Compilation of permit level documents, and signed and sealed drawings for submission for permit and construction
 - e. Back end specifications
3. Electrical Engineering Services Including:
 - a. Design of electrical systems stamped and signed for permit
 - b. Electrical site distribution design
 - c. Lighting improvement design
 - d. Energy code compliance
 - e. Back end specifications
4. Plumbing Engineering Services Including:
 - a. Design plumbing improvements
 - b. Back end specifications

5. Construction Administration Including:
 - a. Answering RFI's during bidding and construction
 - b. Submittal review and approval

6. Site Visits & Meetings:
 - a. 2 Site visits included
 - b. Weekly OAC virtual meetings

Total Fee

\$17,400



Profile: RPM Team is a modular design build firm specializing in design and construction program management. We offer turnkey design and construction management services in all of North America. We can help with your real estate, development, architectural, and engineering needs and are veteran owned. We have complete capabilities to help plan, design, build, upgrade, expand, modernize and renovate pre-engineered, pre-fabricated, modular, and shipping container building projects and products.

Retainer & Payments:

- Contract and Purchase Order must state MEI will pay within 30 days of receipt of payment from client.

General Design Exclusions:

- Traffic engineering, traffic study, environmental reports, and geologic or geotechnical services.
- Tree survey prepared by ISA Certified Arborist.
- Architecture, structural, and landscape design.
- Title 24 (MEP) energy code compliance
- Title 24 building envelope energy code compliance
- Exterior site lighting photometric
- Fire sprinkler and fire alarm design – listed as contractor design by general contractor.
- Interior FFE design.
- Design of gas and compressed air utilities.
- Development of presentation materials and printing of permit drawings.
- Permit fees.
- Owner or Contractor initiated scope or design changes beyond the 75% Construction Document Phase.
- Design changes resulting from value engineering or product substitutions during the Construction Administration phase.
- Costs associated with obtaining necessary permits, inspections and approvals from local, state and federal agencies are not included unless specifically noted above.
- Revision or additional work due to unforeseen changes in local or state requirements, or ordinances effective after the date of preparation of this proposal.
- Preparation of plans or documents for other than the Authority Having Jurisdiction's review & approvals.

Proposal Terms:

- The cost includes addressing all the review comments until the architecture and engineering portions of the relevant submittal is approved.
- The cost is for electronic delivery of 1 set of stamped design document.
- Any changes in the above said scope of services provided under this Contract will be charged at the rate of \$200 per hour.
- RPM Team will produce drawings and documents exhibiting standard engineering care in compliance with CBC 2022, project drawings, and project specifications. RPM Team does not provide any warranty or guarantee, express or implied, regarding the quality or timeliness of professional services.
- The drawings produced by RPM Team show structural members in the final, installed position. RPM Team is not responsible for the means, methods, sequence, procedures, techniques, scheduling of construction activities, job site safety, and liquidated damages.

Contract Terms & Conditions

MEI Architects (hereafter referred to as "CLIENT") and RPM Team LLC. (hereafter referred to as "RPM") acknowledge that the Terms and Conditions below are a part of this Letter Agreement and agree to be bound by its terms and conditions.

Standard of Practice, Warranties:

The standard of practice for all professional engineering and related services performed or furnished by RPM under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. RPM will produce documents exhibiting standard engineering care to comply with IBC 2018, ASCE 7-10, and local City Ordinances. RPM makes no warranties, express or implied, under this Agreement or otherwise, in connection with RPM's services.

Deliverable:

The Fee includes electronic delivery of 1 set of documents only. If the CLIENT requires wet stamp Documents for submission, CLIENT shall notify RPM five (5) days ahead of time, and CLIENT agrees to pay RPM associated cost plus a 20% premium for handling. i.e. (printing cost + shipping cost) x 20% handling fee. Our 24x36 size prints are charged at \$4.75/sheet which is similar to FedEx rates. Our 11x17 size prints are charged at \$2/sheet.

Deviation from Scope:

Any changes in the above Scope of Services provided under this Contract will be treated as a change order. In this event, RPM will notify the CLIENT and only begin working on the change order after getting written approval from the CLIENT on the change order fee.

Ownership of Documents:

CLIENT warrants that all documents, including, but not limited to drawings, sketches, studies, analysis, Information, schedules, estimates, reports and other items provided to RPM, or previously prepared or furnished by other consultants or RPM, are owned and the property of the CLIENT, or that CLIENT is properly licensed to use and share such documents with others performing services for the Project and that the use of the files shall be without liability or legal exposure to RPM.

Indemnification:

RPM agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any Damage, liability or cost (including reasonable attorney's fees) arising from a third-party claim, but only to the extent caused by RPM's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub consultants or anyone for whom RPM is legally liable. CLIENT agrees that RPM's obligation to indemnify CLIENT does not include a duty to defend CLIENT from a professional liability claim. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold RPM harmless from any damage, liability or cost (including reasonable attorney's fees) arising from a third-party claim, but only to the extent caused by the CLIENT'S negligent acts, errors or omissions and those of its contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable, and arising from the project that is the subject of this Agreement.

Third Party Entities Construction Support Services Indemnification:

The CLIENT agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless RPM And its officers, employees and consultants, from any loss, claim or cost (including reasonable

attorneys' fees) arising or resulting from the performance of construction support services by other persons or third party entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims directly resulting from a negligent act, error or omission of RPM. RPM is not responsible for the means, methods, sequence, procedures, techniques, scheduling of construction activities, job site safety, and liquidated damages.

Cancellation of Contract:

Site visit fee of \$600/visit + travel expenses shall NOT be refunded. Cancellation of contract by the Client within 2 days of contract execution will require a forfeit payment to RPM of \$500 for loss of time. This payment shall become delinquent within 15 days of cancellation. Accounts unpaid 15 calendar days after the invoice date are subject to a 1.5% service charge (19.6% annual rate). In the event any portion of an account remains unpaid 30 calendar days after the invoice date, CLIENT shall pay all costs of collection, including reasonable attorney fees.

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We thank you for this opportunity to quote on this project and our team looks forward to working with you.

David Renard, President
david@rpm-team.com
(408) 439-3283

RPM Team LLC
295 Main St, Ste 210
Salinas, CA 93901

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MEI Architects

Date

RPM Team LLC

Date

----- End Contract Terms & Conditions -----



APRIL 7, 2023

EXHIBIT B
GROUNDWORKS: SHERWOOD
RECREATION CENTER FEE PROPOSAL

Michael Wang
Principal
MEI Architects
San Francisco, CA

GROUND

WORKS

Office

landscape

architects

Subject: Sherwood Recreation Center Project

Dear Michael,

I'm very pleased to submit this proposal for Professional Services in connection with the Sherwood Recreation Center Project.

PROJECT DETAILS AND SCOPE

Groundworks Office Inc. (GWO) has been requested to provide landscape architectural services for the Sherwood Recreation Center (PROJECT). GWO is offering landscape architecture services for Scoping to determine the projects scope and parameters. A proposal for full services will be provided upon request.

The project is comprised of exterior and site improvements to an existing recreation facility. The site is located at 920 North Main Street in Salinas, California. The site associated with landscape improvements is approximately 2,000 sf and is generally flat.

Groundworks Office will participate in all coordination meetings with the Client/Owner, Architect, Civil Engineer, Structural Engineer and other necessary consultants. The proposal includes participating in a normal but efficient process that is within the implied limits of the fee. Deliverables include plans, sections and elevations as required to explain the project to the Owner and the City for approvals and permitting. Exclusions from the scope of work include design and details for roof/building waterproofing and engineering required for all landscape foundations and elements.

GWO will provide services generally as described herein, modified as appropriate to support the project team needs.

TASK 1

SCOPING: 4 weeks

Services To Be Performed

1792 5th Street
Berkeley California
94710

gwo.site.com

- o Site visit for inventory and analysis.
- o Consultation with the Owner and Architect regarding all design issues.
- o Consultation with Civil Engineer to determine extents of on-site stormwater treatment and methodology.
- o Consultation with MEP and other consultants as required.
- o Preparation of preliminary project scope description.
- o Conceptual diagrams to convey project scope and programming. Assume one round of revisions based on Client feedback.
- o Identification of site visits and on-site meetings required for full-services proposal.

COMPENSATION

Compensation listed for the Scope of Work will be billed as Time and Material with a not-to-exceed amount and invoiced each month during the duration of the project. Fees are based on a best estimate. The fee does not include Reimbursable Expenses, which include: printing, plotting, courier service and travel to the project site.

SCOPE ITEMS	FEE
Task 1 – Scoping	\$ 14,740
TOTAL	\$ 14,740

If you have any questions or concerns regarding this proposal for your project, please don't hesitate to contact me directly.

Sincerely,



Sara Peschel
Principal, GROUNDWORKS Office



EXHIBIT C
MEI STANDARD HOURLY RATES



December 2022

MEI ARCHITECTS
Fee Schedule

Job Title	Billing Rate (\$/hr)
Principal	\$265.00
Associate Principal	\$244.20
Project Manager	\$211.64
Project Architect	\$195.36
Job Captain	\$156.29
Architectural Designer	\$136.75
Graphics Production	\$123.73
Administrative/Clerical Support	\$97.68

2023.03.21 Site Visit,
City of Salinas: Cristina Gonzalez, Luis Ochoa, Hilda Peralta, Francisco Brambila
CSG/MEI: Peykan Abbassi, Michael Wang

1.00 Sherwood Recreation Center, North Main Street @ County Fairgrounds. Ana Ambriz also attending for City of Salinas
Former indoor pool building recently retrofitted to a gymnasium building with new interior finishes.
Majority of this project is exterior work with limited interior work as described below:

SITWORK: (Landscape, Civil and Architectural)

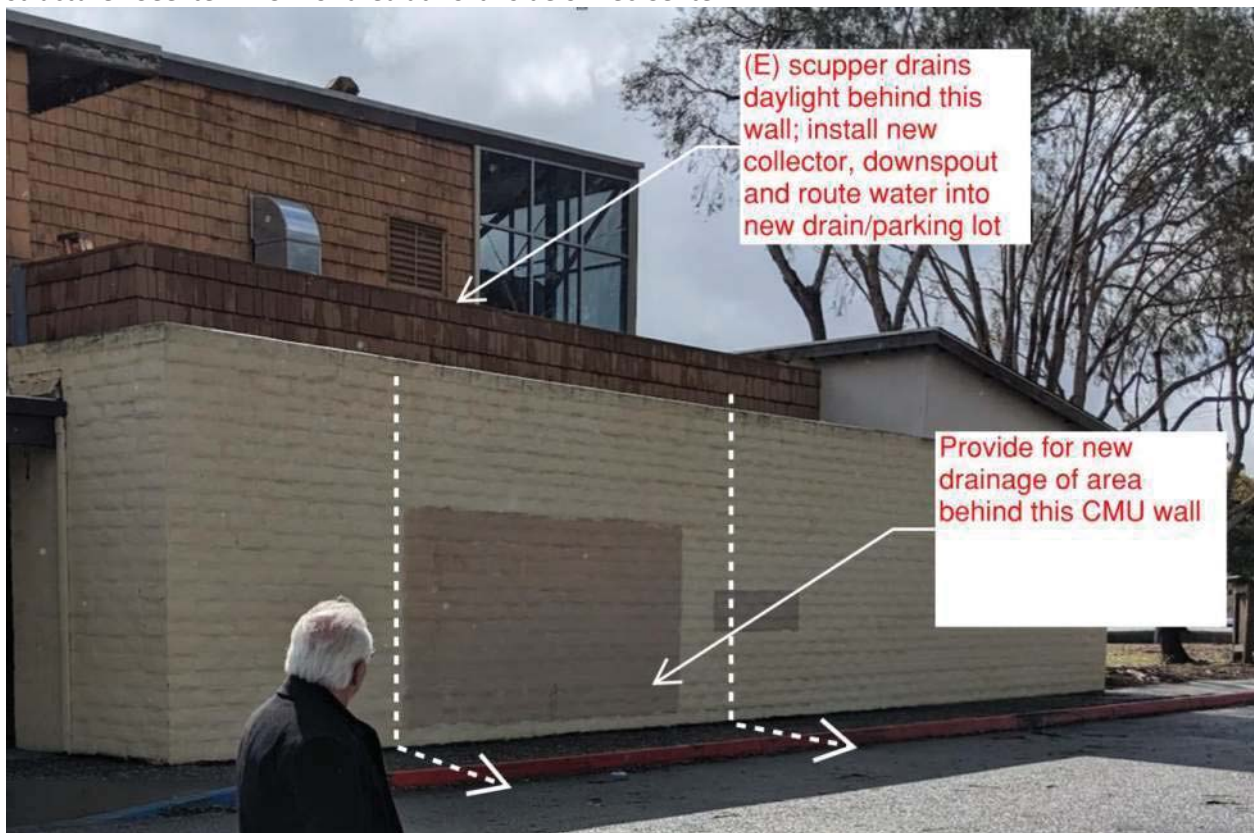
1.01: Accessible path of travel required from bus stop on south side of North Main to Recreation Center entry. This will require surveying of the route to establish elevations of sidewalks and curb cuts. It will also require replacement of the entry concrete “plaza” at the entry to the Rec Center and the sidewalk running along the west side of the Rec Center.

1.02: Survey, repave and restripe the parking lot on the west side of the Rec Center. It appears that drainage may be insufficient with ponding observed during our walk. Asphalt paving requires refreshing or a top coat at the very least. Existing parking spaces should be restriped, possible re-laid out to place accessible parking spaces (1 van accessible + 2 standard accessible) to where users don’t have to cross parking traffic to access the building.





1.03: As part of drainage work for the west parking lot, see item 1.20 for tie in of roof drains from rec building and provide for new drainage in exterior slot space between walls; note drainage should be inspected/reviewed at all places where a CMU free standing wall is located within 4' of the rec building structure. See item 1.32 for area at north side of Rec Center



1.04: At east side of Rec Center, provide new accessible path of travel from egress door to existing sidewalk on west side of Salinas Aquatic Center.

1.05: At south side of Rec Center, remove and replace existing fencing with new fence and man gates that will satisfy egress requirements from Rec Center; Add new linear foundation drain against building and consider removal of paved area and replacement with beach volleyball courts.

1.06: Replace gate at yard on north side of Rec Center

1.07: Review drainage between screen wall and shower rooms; add drainage if required



Mechanical/Electrical Work

1.10 Add exhaust fans to toilet rooms/shower rooms. OK to remove one window to allow installation of wall mounted fan/louwer.

1.12 Provide electrical power and data outlets for new reception desk at entry to Rec Center

Architectural and Structural Work

1.20 Exterior area accessed from storage room outside of kitchen: Install collector heads and rainwater leaders to scuppers to collect water and direct away from building as determined by Civil Engineer. Provide for new drains for the ground area between the Rec Center and the CMU wall. Remove tree stump and stored materials this area.



remove this tree stump

1.21 Replace damaged wood window sill and headers; replace windows with new aluminum framed fixed windows on west facing façade. See photos below and under 1.20 for condition of windows.



1.22 Storage room at SW corner of Rec Center; the slab at this area was poured separately and is settling with a large gap at the door on the south side and raised conditions leading into the Gym space. We recommend saw cutting out this area of concrete and replacing it with new material to provide a new level transition at the doorways:



1.23: Gym slab appears to have settled at SW corner of gym space with gap visible under west side of double exit door. Frame appears to have remained in place. Remove flooring in this area and apply self leveling cementitious fill (Ardex) and reinstall door sill and flooring.



1.24: Yard at south side of Rec Center: Replace existing fencing with new gate and egress path



Demo wood frame and glazing; leave CMU; replace with new fence



1.25 Numerous leaks were observed from roof of gym with water on new gym floor. No leaks were observed in the low/flat roof areas where the kitchen/shower/toilet rooms were located. Problems with daylighting of scuppers in undrained narrow areas between building walls were observed as well as some rainwater leaders which were not connected.



Water observed at SE corner of gym



1.26 In general,, replace windows at north side of building



1.27: Exit door on east side of gym is in poor shape and needs to be replaced. New ADA exit path needs to be provided to Aquatic Center sidewalk



1.28: In general, all exterior wood shingles should be replaced. They are falling apart in numerous areas and are in poor condition. Louvers have been blanked off on the inside; during façade renovation, they should be checked to make sure they are weather tight and properly flashed. The louvers and shingles are being kept for historic preservation purposes.



1.29: Check on accessibility/function of outer doors on north side.



1.30: Remove/demo old boiler flue.



1.31: Shower room and toilet room windows on north side low roofed areas: Keep wood sills and main frames where possible; replace rotted sections. Replace inner windows with new anodized aluminum framed sealed units; no operable windows required.



1.32 Check drainage at area between west wall of shower pod and CMU wall.



1.32: Make sure that all gutters/scuppers have downspouts that are connected to SD or splash blocks to direct water away from building. This picture shows an open downspout at the NE corner of the shower pod.



1.33: In north fenced area, replace gate with new.



1.34: At NE corner of Rec Center, have SE check condition of tall column supporting the roof. It is weatherbeaten. Also review with City as to whether the abandoned stair at the NE corner of the building should be removed and possibly the roof over this area; it serves no purpose.



1.35: At front entry door, paint/finish trim around door; it's currently unpainted wood.



1.36: close off this alcove; use shingles for new wall



1.37 Paint eaves at overhanging flat roof sections at storage shed on SW corner of building. City requested that visible stucco area from the parking area be redone with shingles.



1.38: Complete repaint of all CMU, Dryvit/Stucco and new shingles/trim of building.



1.39: Add new Sherwood Recreation Center sign to wall at entry: City to confirm facility name. Recommend it go where the old "Municipal Pool" sign is located



Interior Scope:

1.40 Add 3M window film to interior of lower windows in lobby to strengthen windows against basketballs; the intent is to keep the glass from breaking into shards as the glazing does not appear to be tempered, except for the door glazing.



1.41: repair water damage/bubbled paint on west wall of kitchen; replace window as part of exterior work.



1.42: remove windows between storage and kitchen; fill in with GWB.



1.43: Fill in holes in new structural steel at lobby

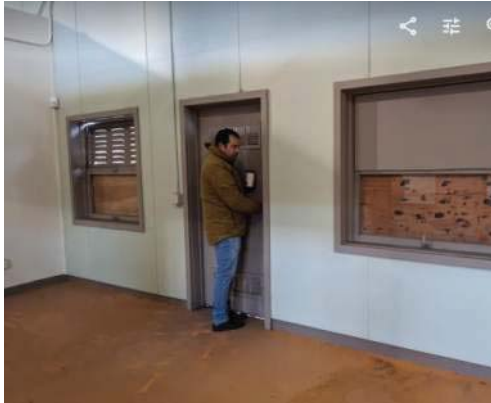


1.44 Add new L shaped reception desk at lobby; this area:



1.45: Reviewed single occupancy toilets; OK to leave FRP panels as is.

1.46: at open ceiling areas on the north side of the main gym space, add netting to protect people from balls going over the partition.



1.47: Install make up air (air transfer grills) in mens and womens multi use restrooms; adjust doors to max 5lb closing force.

1.48: Add protective metal cages around wall thermostats and equipment in trusses.

1.49: City to document bolts requiring covers.

Chinatown Navigation Center Site Visit:

Regina Williams, John Falkenberg also attending from City of Salinas

2.00 Water damage noted in ceiling towards front of building but John Falkenberg indicated that this was a maintenance issue due to thrown trash on the roof plugging up roof drains.



2.01 Replace flooring in front areas with new LVT to provide consistent floor finish.



2.02 Back area, including back foyer, laundry room, shower rooms, toilet rooms, to all get Dexotex style epoxy flooring with a 4" coved base.

2.03 Back foyer to get FRP to 48" AFF.



2.04 For toilet rooms, and shower, epoxy wall surfaces; patch and repair drywall as required



2.05 at all showers replace GWB with new Densglass or equivalent silicone impregnated water resistant and abuse resistant GWB product.



2.06 At all shower rooms, survey floors and grind /fill as required to provide a maximum 2% slope to a shower trench drain at the back wall of the shower.

2.07 Can eliminated jan sink in laundry room as there's already a mop sink in the foyer.

2.08 In laundry room, arrange on lower level washer, dryer, washer with the 2nd dryer stacked on top of one washer; that allows at least one washer and one dryer to be accessible. Existing installation is not accessible with dryers on top.



2.09 Check with mechanical engineer to resize/increase size of ventilation/exhaust fan for showers. Current ventilation is not adequate.

2.10 Replace toilet room and shower doors with new fiberglass doors with louvers for makeup air. Existing cylinder type privacy locks ok. Replace all shower door frames as they are rusted out.



2.11 New lighting for shower rooms.

2.12 Toilet rooms: replace wall hung china lavs with trough type sink



2.13 Toilet rooms: replace faucets with single button vandal resistant type faucet (possibly detention style-Acorn fixture)

2.14 Shower fixtures: use more robust shower fixtures; MEI to work with City to establish mfr/model acceptable for use.

2.15 At toilet rooms, John Falkenberg suggested removing wall mounted hand dryers and use paper towels; Regina did not seem to agree with this. Hand dryer in men's room was broken. Both hand

dryers are not ADA compliant as they project more than 4" from wall; City to provide direction as to whether to replace with semi-recessed units.

2.16 Existing Staff toilet in good condition; only replace flooring as part of overall flooring replacement.

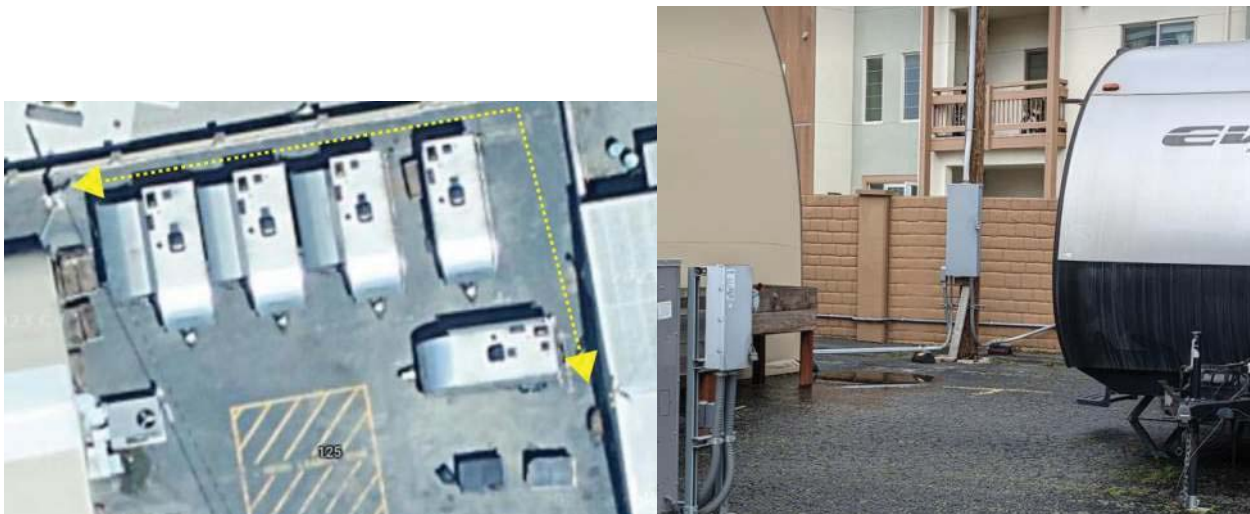


Chinatown Navigation Center Site Work:

2.20 New trench and conduit for new conductors required. Existing electrical box at east end of parking lot is undersized. It is fed from the box on the north side of the lot. Run new 2" conduit to pull larger conductor between boxes in order to power new shower trailer. John Falkenberg indicated that for new shower trailer, recirc pump and heater will be deactivated leaving only hot water heating and lighting on circuit, enabling power to be used.



New conductor to be run from this panel "RV-5" breaker



2.21 Chip/Seal AC paving

Chinatown Republic Cafe

3.01 No current scope work; City is in the process of purchasing this building which is on the National Historic Register. After completion of purchase, City will contact CSG to determine course of action.

It is in poor condition and was subject to a recent fire, leaving the roof open and the front wall behind the balcony leaning inwards.

National Register of Historic Places in Monterey County



1943 Photo from the NRHP Nomination
(Click Photo to Zoom)

National Register #11000430

Republic Cafe
37 Soledad Street
Salinas
Built 1942

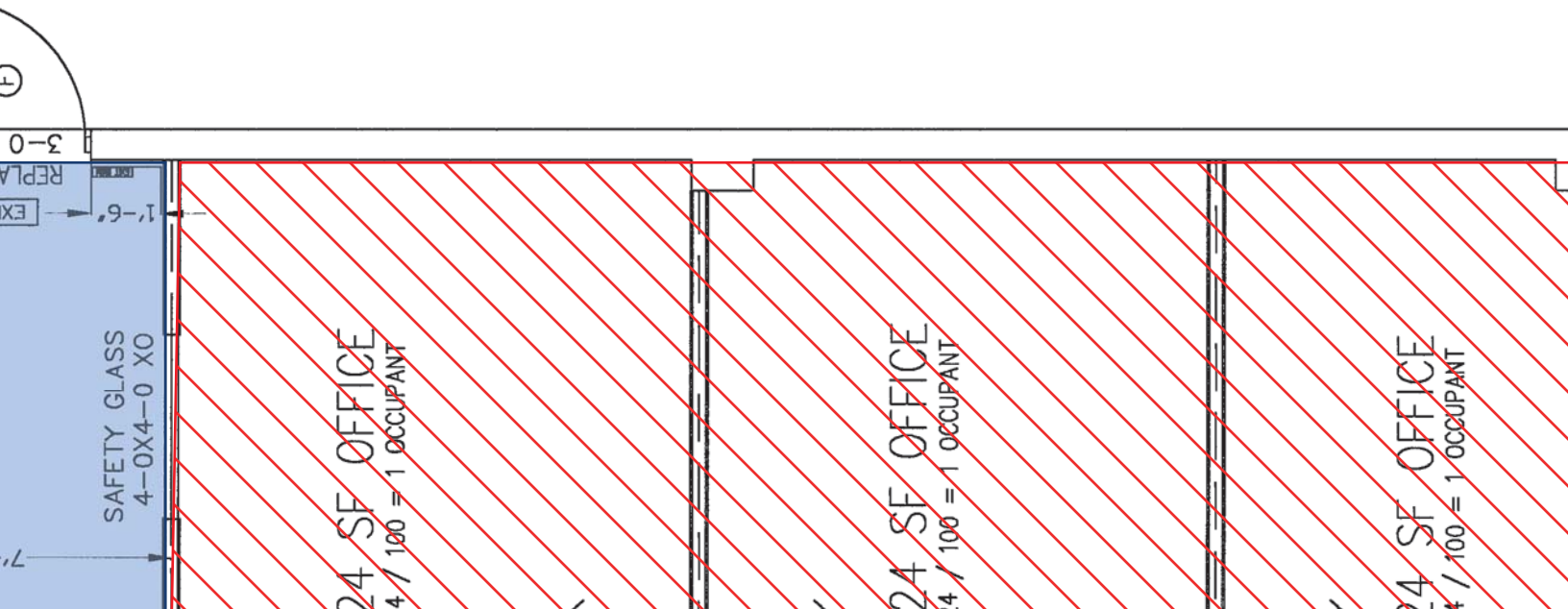
The Republic Cafe is located where Salinas Chinatown used to be.

The first Chinatown, established in 1872, was destroyed by fire in 1893. Within four days, Chinese merchants established a new Chinatown just a few blocks to the east on Soledad Street between East Lake Street and East Market Street.

Chinese merchants flourished by serving farm laborers, both Chinese and other nationalities including Japanese, Filipinos, *braceros* and Mexicans. The Chinese strengthened their presence by opening stores, restaurants, laundries and other businesses to serve the new immigrants.

Chinatown provided traditional cultural services for the Chinese population. A Joss House where children attended school. An elaborate temple where adults worshiped various gods. Tongs maintained order and protected Chinese immigrants without papers.





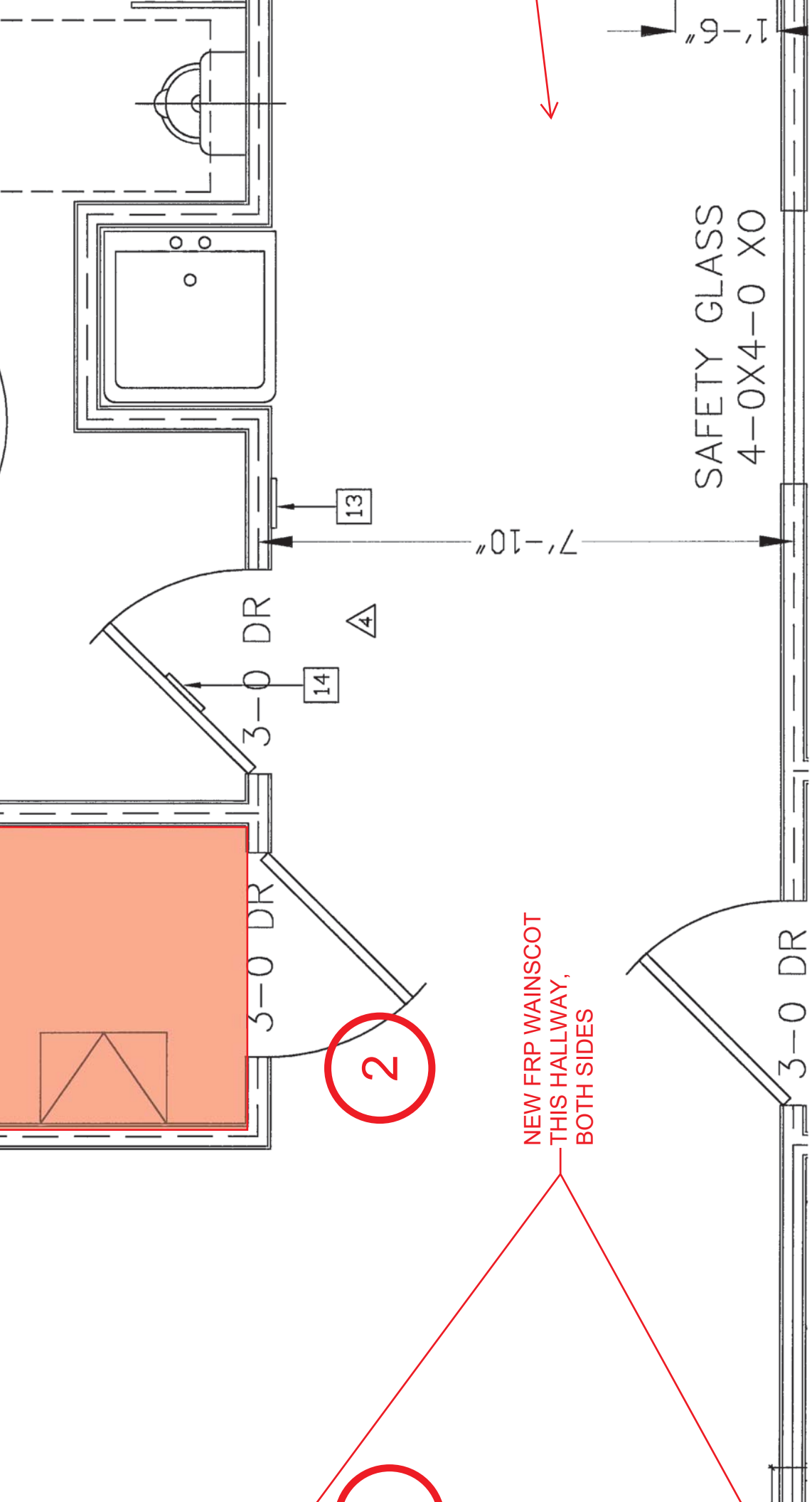
DOOR AND HARDWARE SCHEDULE

DOOR#	SIZE	MATERIAL	HARDWARE	QTY
(A)	3'0" X 6'8"	1-3/8" SOLID WOOD	CYLINDRICAL LEVER LOCKSET, AUTOMATIC DOOR BOTTOM	6
(B)	3'0" X 6'8"	1-3/4" METAL 20 GA.	STORE ROOM LOCKSET, AUTOMATIC DOOR BOTTOM, SURFACE CLOSER, KICKPLATE	2
(C)	3'0" X 6'8"	1-3/4" METAL 20 GA.	CYLINDRICAL LEVER LOCKSET, AUTOMATIC DOOR BOTTOM	4
(D)	3'0" X 6'8"	1-3/4" METAL 20 GA.	PUSH/PULL W/ KICKPLATE, SURFACE MOUNTED CLOSER	2
(E)	3'0" X 6'8"	1-3/4" METAL 20 GA.	CYLINDRICAL LEVER LOCKSET, AUTOMATIC DOOR BOTTOM, KICKPLATE	1
(F)	3'0" X 6'8"	1-3/4" METAL 16 GA.	STORE ROOM LOCKSET, WEATHER-STRIP, AL THRESHOLD, SURFACE MOUNTED CLOSER, KICKPLATE, PUSH BAR-PANIC HARDWARE	2
(G)	3'0" X 6'8"	1-3/8" SOLID WOOD	CYLINDRICAL LEVER LOCKSET	3
(H)	DOUBLE 2'6" X 6'8"	1-3/4" METAL 20 GA. LEFT LEAF STATIONARY	CYLINDRICAL LEVER LOCKSET	1



GENERAL NOTES:

1. CONTRACTOR SHALL APPLY "XYPEX" WATERPROOFING COMPOUND TO THE INTERIOR CMU WALL SURFACES. THE WALLS SHALL BE PREPARED AND CLEANED PRIOR TO INSTALLATION OF THE COMPOUND.
2. THE EXISTING CEILING IN THE TRAINING ROOM, PRIVATE OFFICES AND GENERAL OFFICE AREA (INCLUDING THE PRIVATE RESTROOM) SHALL HAVE ACOUSTICAL TILE GLUED TO THE EXISTING CEILING FINISH.
3. THE LAUNDRY ROOM SHALL BE EQUIPPED WITH FULL SIZED WASHER AND DRYER UNITS.
4. THE LAUNDRY ROOM SHALL BE EQUIPPED WITH A FOLD DOWN COUNTER TOP THAT OPEN OVER THE JANITORIAL SINK.
5. THE FRONT WALL (EXISTING WOOD WITH STUCCO FINISH) WILL BE REPLACED WITH 2X6 STUDS AT 16" O.C. THE EXTERIOR WILL BE 1/2" STRUCTURAL I CDX PLYWOOD W/ 8d @ 6" O.C.E. / 12" O.C.F. APPLIED DIRECTLY TO THE STUDS WITH A THREE COAT STUCCO FINISH TO MATCH EXISTING.
6. A READILY VISIBLE DURABLE SIGN SHALL BE POSTED ON THE EGRESS SIDE OF THE MAIN



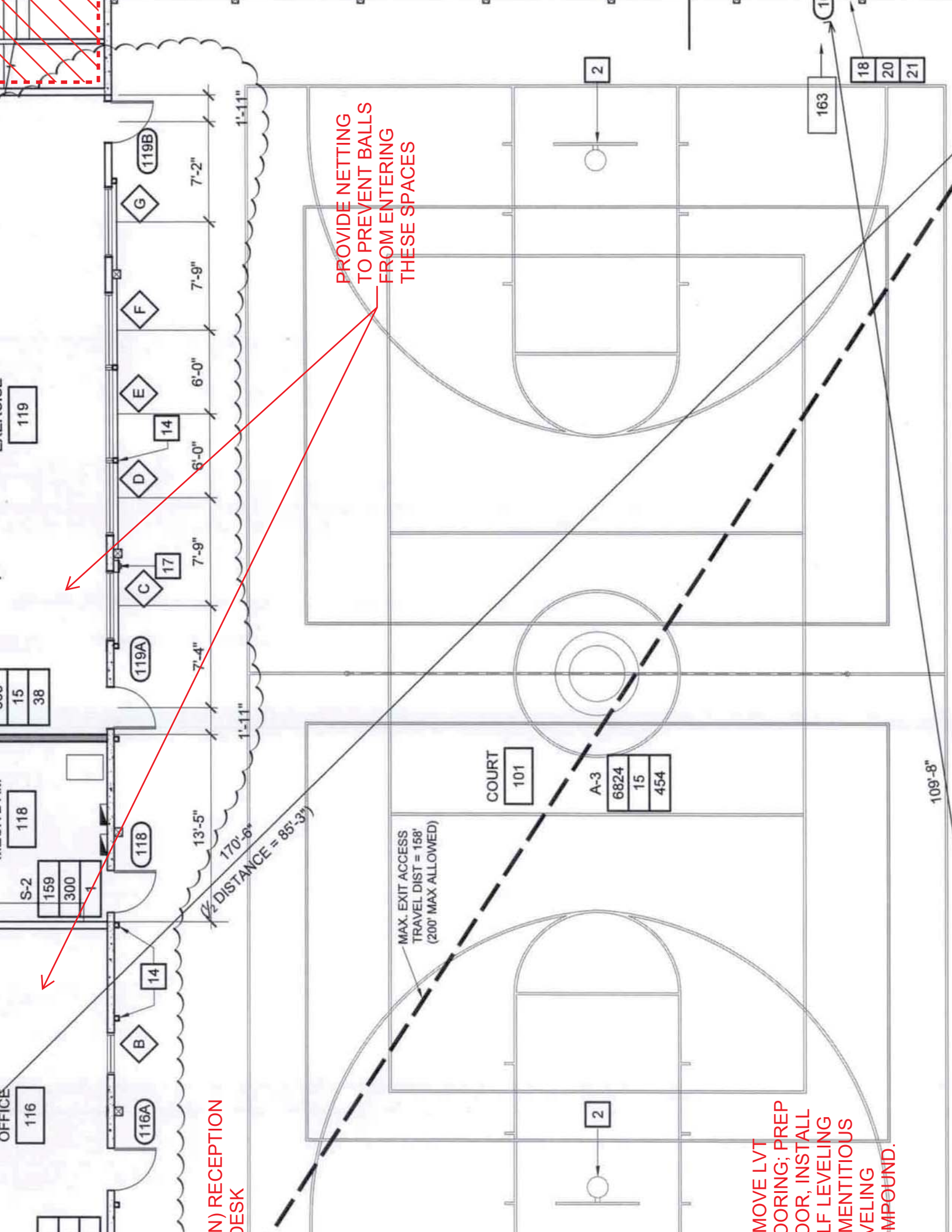
2

NEW FRP WAINSCOT
THIS HALLWAY,
BOTH SIDES

SAFETY GLASS
4-0X4-0 XO

ENLARGED GENERAL RESTROOMS

SCALE: 1/2" = 1'0"



PROVIDE NETTING
TO PREVENT BALLS
FROM ENTERING
THESE SPACES

(N) RECEPTION
DESK

MAX. EXIT ACCESS
TRAVEL DIST = 158'
(200' MAX ALLOWED)

MOVE LVT
FLOORING; PREP
FLOOR, INSTALL
SELF LEVELING
COMPOUND.
LEVELING
COMPOUND.

119

15
38

118

S-2
159
300

OFFICE
116

119B
G

F

E

14
D

17
C

119A

118

14
B

116A

13'-5"

170'-6"

1/2 DISTANCE = 85'-3"

7'-2"

7'-9"

6'-0"

6'-0"

7'-9"

7'-4"

1'-11"

1'-11"

1'-11"

1'-11"

1'-11"

1'-11"

1'-11"

1'-11"

1'-11"

1'-11"

1'-11"

1'-11"

1'-11"

1'-11"

1'-11"

1'-11"

1'-11"

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1'-11"

1'-11"

1'-11"

COURT
101

A-3

6824

15

454

2

2

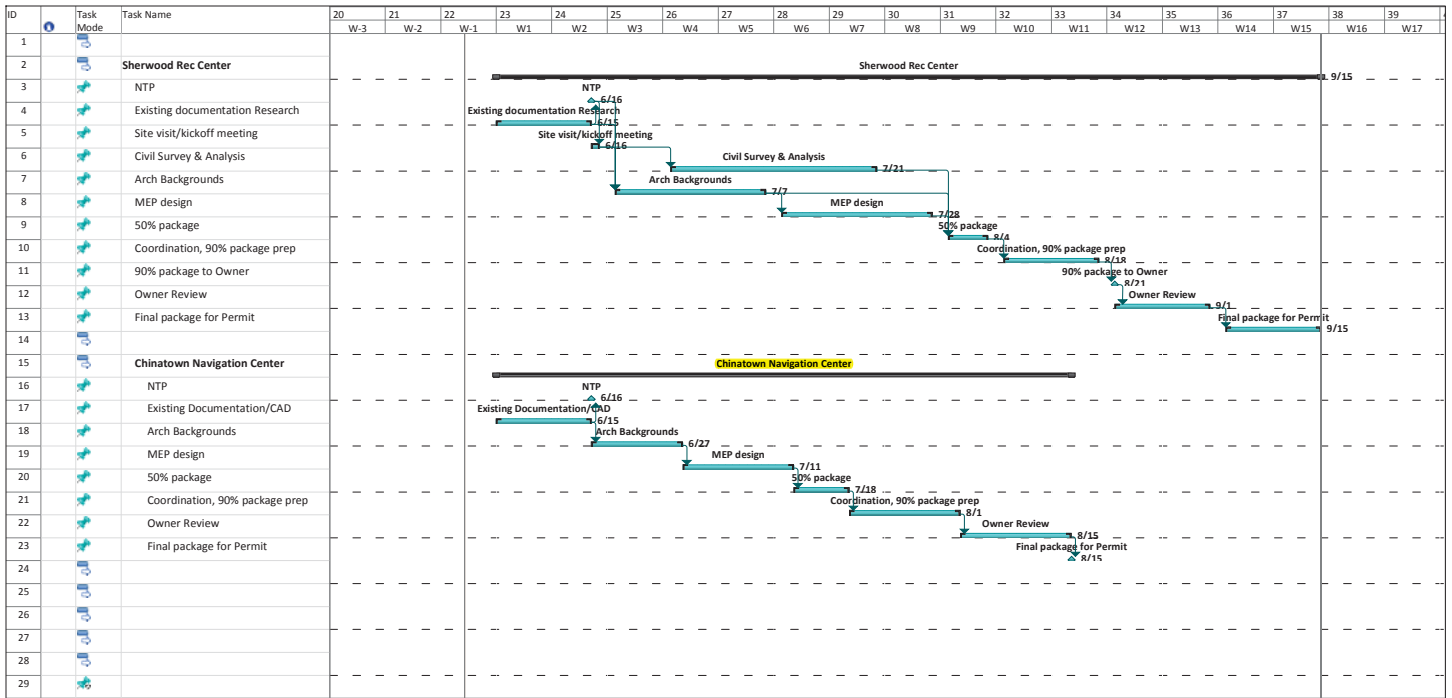
163

18

20

21

109'-8"



Project: 821 Salinas Schedule 2022
Date: Wed 5/31/23

Task		Summary		External Milestone		Inactive Summary		Manual Summary Rollup		Finish-only
Split		Project Summary		Inactive Task		Manual Task		Manual Summary		Deadline
Milestone		External Tasks		Inactive Milestone		Duration-only		Start-only		Progress

Page 1

Contract Change Order #1

(To be included in the following pages)

Staffing Plan and Cost Proposal for Design and Project Management Services for the Chinatown Navigation Center Project

		2023										TOTAL HOURS	HOURLY RATE 2023	HOURLY RATE 2024	TOTAL COST	
ROLE	STAFF	WK 1	WK 2	WK 3	WK 4	WK 5	WK 6	WK 7	WK 8	WK 9	WK 10					
TASK 1.0: DESIGN PHASE																
Principal Engineer	Peykan Abbassi	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	10	\$250.00		\$2,500.00
Sr. Project Manager	Cyril Charles	6	6	6	6	6	6	6	6	4	4	56	\$235.00		\$13,160.00	
Sr. Engineers (Constructability Review)	TBD	0	0	0	0	0	0	0	0	12	12	24	\$235.00		\$5,640.00	
Asst. Project Manager	Bronwyn Callero	2	2	2	2	2	2	2	2	2	2	20	\$140.00		\$2,800.00	
TASK 2.0: BID and AWARD																
ROLE	STAFF	WK 16	WK 16	WK 16	WK 16											
Principal Engineer	Peykan Abbassi	0	0	0	0								0	\$250.00		\$0.00
Sr. Project Manager	Cyril Charles	4	4	4	4								16	\$235.00		\$3,760.00
Asst. Project Manager	Bronwyn Callero	4	4	4	4								16	\$140.00		\$2,240.00
TASK 3.0: CONSTRUCTION																
ROLE	STAFF	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH	MTH					
Principal Engineer	TBD	0	0	0	0	0	0	0	0	0	0	0	0	\$250.00		\$0.00
Sr. Project Manager	TBD	0	0	0	0	0	0	0	0	0	0	0	0	\$235.00		\$0.00
Construction Manager (Associate Engineer)	TBD	0	0	0	0	0	0	0	0	0	0	0	0	\$185.00		\$0.00
Construction Inspector	TBD	0	0	0	0	0	0	0	0	0	0	0	0	\$165.00		\$0.00
Asst. Project Manager	TBD	0	0	0	0	0	0	0	0	0	0	0	0	\$140.00		\$0.00
TASK 3.0: POST CONSTRUCTION																
Construction Manager	TBD	0	0	0	0	0	0	0	0	0	0	0	0	\$185.00		\$0.00
Document Control	TBD	0	0	0	0	0	0	0	0	0	0	0	0	\$140.00		\$0.00
SUB-TOTAL		0	0	0	0	0	0	0	0	0	0	0	0			\$30,100.00
Sub-Consultant Cost													TOTAL COST			
MEI (Design Consultants)													\$67,229.00			
CEQA Consultant (TBD)													\$3,720.00			
SUB-TOTAL													\$70,949.00			
Additional Services													TOTAL COST			
MEI (Design Consultants) CAD Backgrounds (Original Proposal)													\$3,248.00			
MEI Design Fee for Misc. Scope Changes (Add Service #1)													\$6,765.00			
CSG Fee (Project Management)													\$1,017.00			
SUB-TOTAL													\$11,030.00			
TOTAL COST													\$112,079.00			

- Notes:**
- Hours based on a construction period start date of July 5, 2023 and a duration of 60-90 working days, with an additional time for project closeout.
 - Overtime will be billed in accordance with our Master Agreement Fee Schedule.
 - Construction and Post-Construction Phase costs and staffing are not included and will be based on the estimated construction costs from the developed design.



30 August 2023

Mr. Charles Cyrill
CSG Consultants, Inc
3707 W. Garden Grove Blvd, Ste 100
Orange, CA 92868
peykan@csgengr.com

Re: City of Salinas; Add Service 2, Misc scope changes at CNC and Sherwood Center
MEI Project # 821

Dear Charles:

During our site visit of 8/16/23 and subsequent communication with the City, various changes to the original scope of the project have been made. This additional service is meant to capture the additional design costs anticipated by the Design team to assist with the completion of the project.

Navigation Center:

1. The existing building was discovered to have only two roof drains, with no overflow drains, one of which was visibly plugged with debris. During the site visit of 8/16/23, it was discussed and agreed with Mr. John Falkenberg, that both internal roof drains should be replaced with a roof scupper with and overflow. The existing roof drain will be capped off and all roof drainage diverted to the new scupper drain. MEI estimates this to require additional time detailing the new wall penetration and repair to the existing roof membrane system to incorporate new roof scupper drains. There is no MEP cost associated with this work. We estimate this to take 4 hours of principal time and 12 hours of drafting/design time to complete this work.
2. Laundry Room: The City discussed the desire to replace the existing residential grade washer and dryers with more robust commercial/industrial type machines. To this date, we have discussed via email different types of washer/extractors and dryers and the need for additional expertise to make recommendations to the City as it involves an analysis of the use and anticipated laundry load as well as staff operation of the machines. This is beyond the expertise of this design team and we recommend that CSG/City of Salinas retain an independent consultant experienced with commercial laundry operations to make final recommendations on this matter. Based on our talk today, 8/30/23, we understand that the desire is to use a commercial grade washer that is not physically attached to the structure. We will look into options for this, but have included \$850 of RPM time for structural analysis and 8 hours of principal time and 8 hours of draftsman time for MEI for research and incorporation of final recommendation/selection by the City. It is assumed that we will be able to use the existing infrastructure/utilities in the room to support the replacement equipment. There is no provision to accommodate any sorting/storage beyond the available space in the existing laundry room.

Sherwood Recreation Center:

1. During our previous site walks, we discussed and confirmed the removal of the abandoned stair and associated roof structure at the NE corner of the center. There is no added cost for this work.
2. During our 8/16/23 site visit, the City asked us to remove the existing CMU screen walls on the west side of the building in front of the multipurpose room on the west side and the Women's restroom and shower on the north side of the building. As part of this work, we agreed to add a parapet to the top of the women's restroom wing to match the existing CMU wall that will remain. We are requesting \$3,300 for RPM to perform structural analysis for this work, including the new parapet design, and 8 hours of principal time and 24 hours of draftsman time for the additional design work in these areas.
3. During our 8/16/23 site visit, we discussed removing the existing access door to the storage room on the west side of the facility and to replace the existing concrete paving on the south side of the facility with new concrete paving and trench drains. The original scope of work did not include repaving this area. We are requesting \$4,500 for RPM to perform civil work related to drainage and paving of this area and 3 hours of principal time and 12 hours of draftsman time for MEI to coordinate and incorporate these design changes.
4. During our 8/16/23 site visit, we took photos of the existing roof and rooftop equipment. It appears that the roof is in basically good shape and the water intrusion that we noted earlier was from improperly sealed skylights. We are not including any reroofing scope for the Sherwood Center in our project, but can advise the GC as to removing the existing skylights/curbs and reroofing this area at no additional cost.
5. Subsequent to our 8/16/23 site visit, there have been emails from the City discussing the possibility and desire to remove the existing painted wood shingles from the building and replacing them with another material. There was also the mention of the likelihood of Lead Based Paints being present on the wood, given the age of the facility. The City circulated previous surveys and removal specifications which we have responded to separately in an email to CSG and the City representatives. *Hazardous material removal is not included in our work scope* and we recommend that CSG or the City contract separately for this scope of work; we are happy to provide access to our drawings/documents to any remediation professional. Regarding replacement of the existing wood shingles (which are in very poor shape and need replacement anyway) with a different material, the City has mentioned the need to go through NEPA/Environmental review for this project. We are including with this add service request, an allowance of 16 principal hours and 48 designer/draftsperson hours for design work with rendered elevations/perspectives for community/city review.

Add Service 2 Fees:

Chinatown Navigation Center

RPM: \$ 850.00
MEI \$ 5,915.00
Total \$ 6,765.00

Sherwood Recreation Center

RPM: 7,800.00
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Total \$ 26,442.00

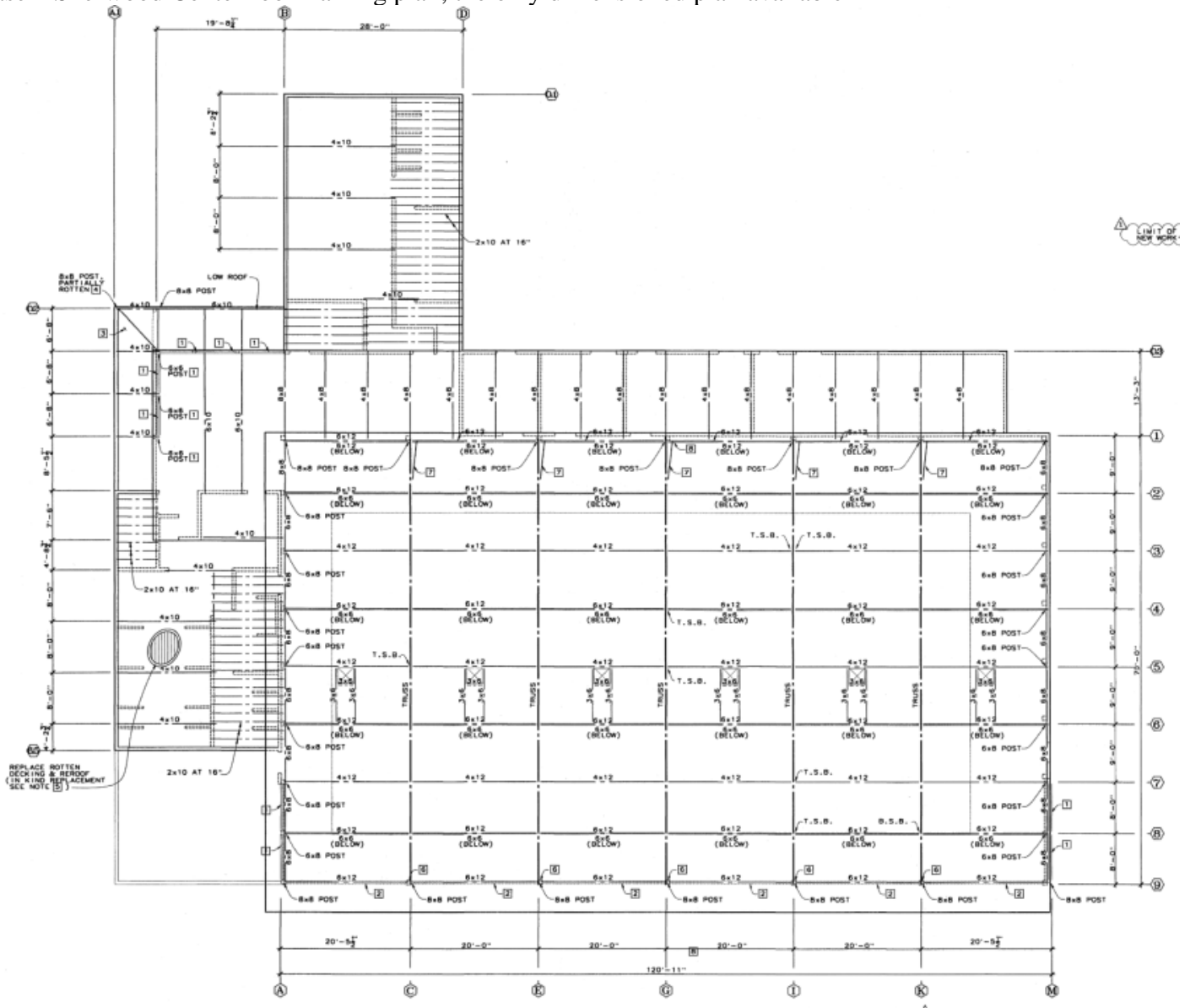
Total Fee Summary:

	Add Service 2	Add Service 1	Base Contract	Total All fees
RPM	\$ 8,650.00	\$ 0.00	\$60,400.00	\$ 69,050.00
MEI	\$ 24,557.00	\$ 16,240.00	\$127,993.00	\$ 168,790.00
Groundworks	\$ 0.00	\$ 0.00	\$15,000.00	\$ 15,000.00
Total	\$ 33,207.00	\$ 16,240.00	\$203,393.00	\$237,840.00

Regards,

Michael Wang
Principal, MEI Architects

Phase 1 Sherwood Center roof framing plan; the only dimensioned plan available



ROOF FRAMING PLAN

1/8" = 1'-0"

SEE ALSO ROOF PLAN DRAWING A3



LIMIT OF WORK

REPLACE ROTTEN
DECKING & RE-ROOF
IN KIND. REPAIR
SEE NOTE [10]

6x8 POST,
PARTIALLY
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LOW ROOF

2x10 AT 16"

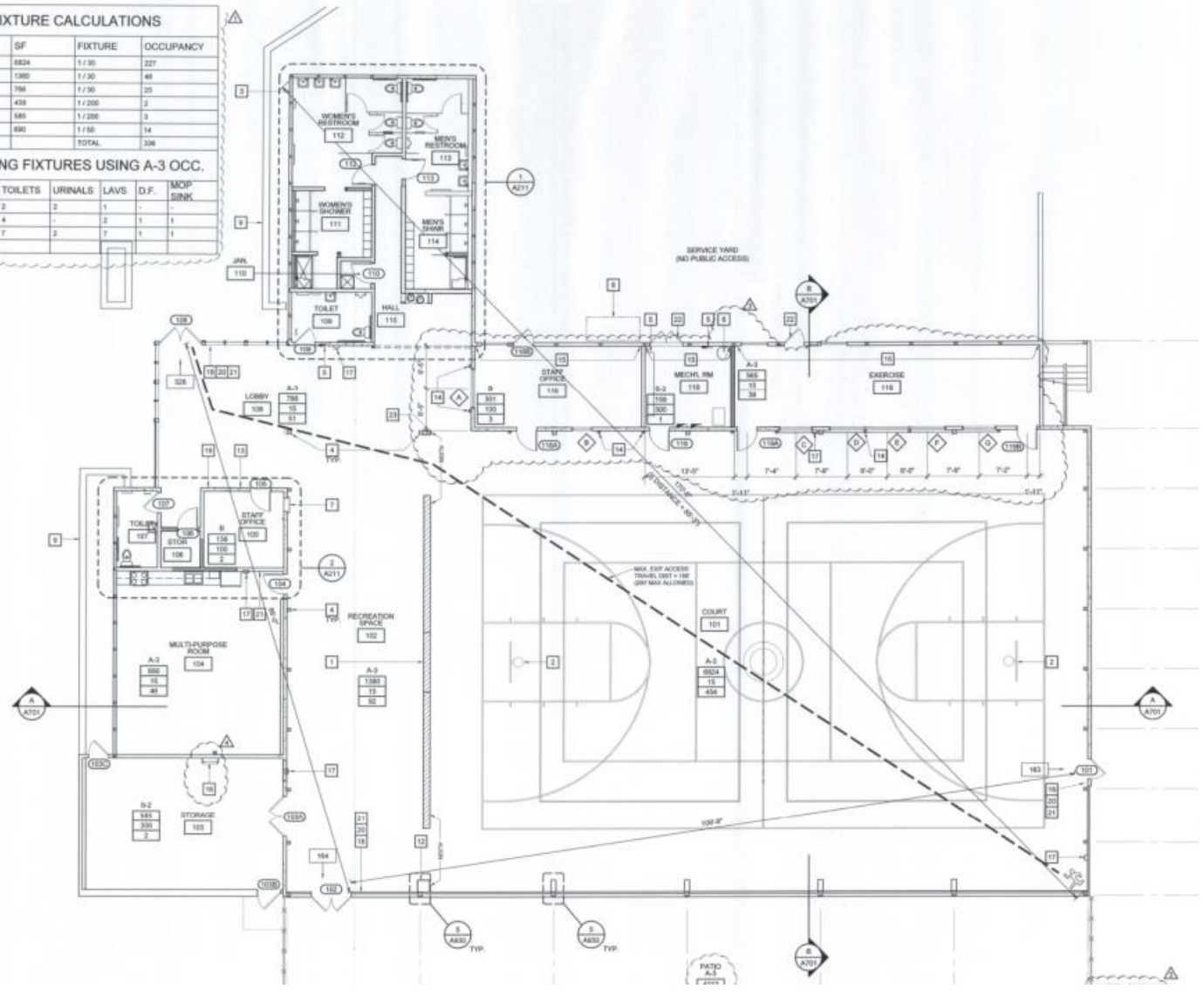
Phase 3 Sherwood Recreation Center Architectural Plan

PLUMBING FIXTURE CALCULATIONS

TYPE	SF	FIXTURE	OCCUPANCY
OFFICE	8824	1/30	227
TRON SPACE	1360	1/30	40
	764	1/30	25
	439	1/200	2
E	880	1/200	3
E	890	1/80	14
TOTAL			336

PLUMBING FIXTURES USING A-3 OCC.

TYPE	TOILETS	URINALS	LAVS	D.F.	MOP SINK
B	2	2	1	-	-
(180)	4	-	2	-	-
D	7	2	7	1	1



Contract Change Order #2

(To be included in the following pages)

Staffing Plan and Cost Proposal for Design and Project Management Services for the Chinatown Navigation Center Project

		2023										TOTAL HOURS	HOURLY RATE 2023	HOURLY RATE 2024	TOTAL COST
ROLE	STAFF	WK 1	WK 2	WK 3	WK 4	WK 5	WK 6	WK 7	WK 8	WK 9	WK 10				
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Principal Engineer	Peykan Abbassi	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	10	\$250.00		\$2,500.00
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Construction Inspector	TBD	0	0	0	0	0	0	0	0	0	0	0	\$165.00		\$0.00
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Sub-Consultant Cost		TOTAL COST
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30 August 2023

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Orange, CA 92868
peykan@csgengr.com

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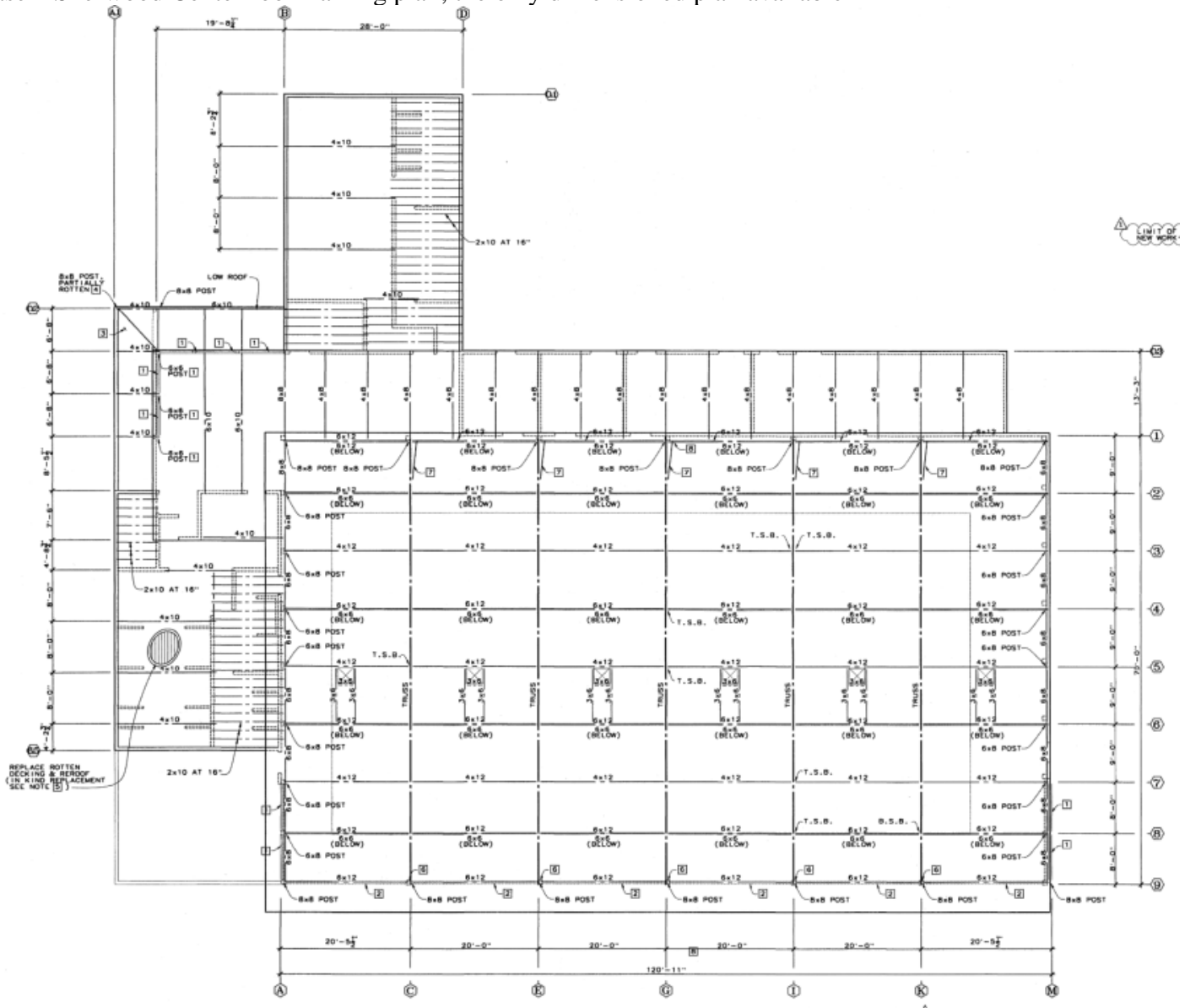
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Regards,

Michael Wang
Principal, MEI Architects

Phase 1 Sherwood Center roof framing plan; the only dimensioned plan available



ROOF FRAMING PLAN

1/8" = 1'-0"

SEE ALSO ROOF PLAN DRAWING A3



LIMIT OF NEW WORK

REPLACE ROTTEN
DECKING & RE-ROOF
IN KIND. REPAIR
SEE NOTE (1)

6x8 POST,
PARTIALLY
ROTTEN (1)

LOW ROOF

2x10 AT 16"

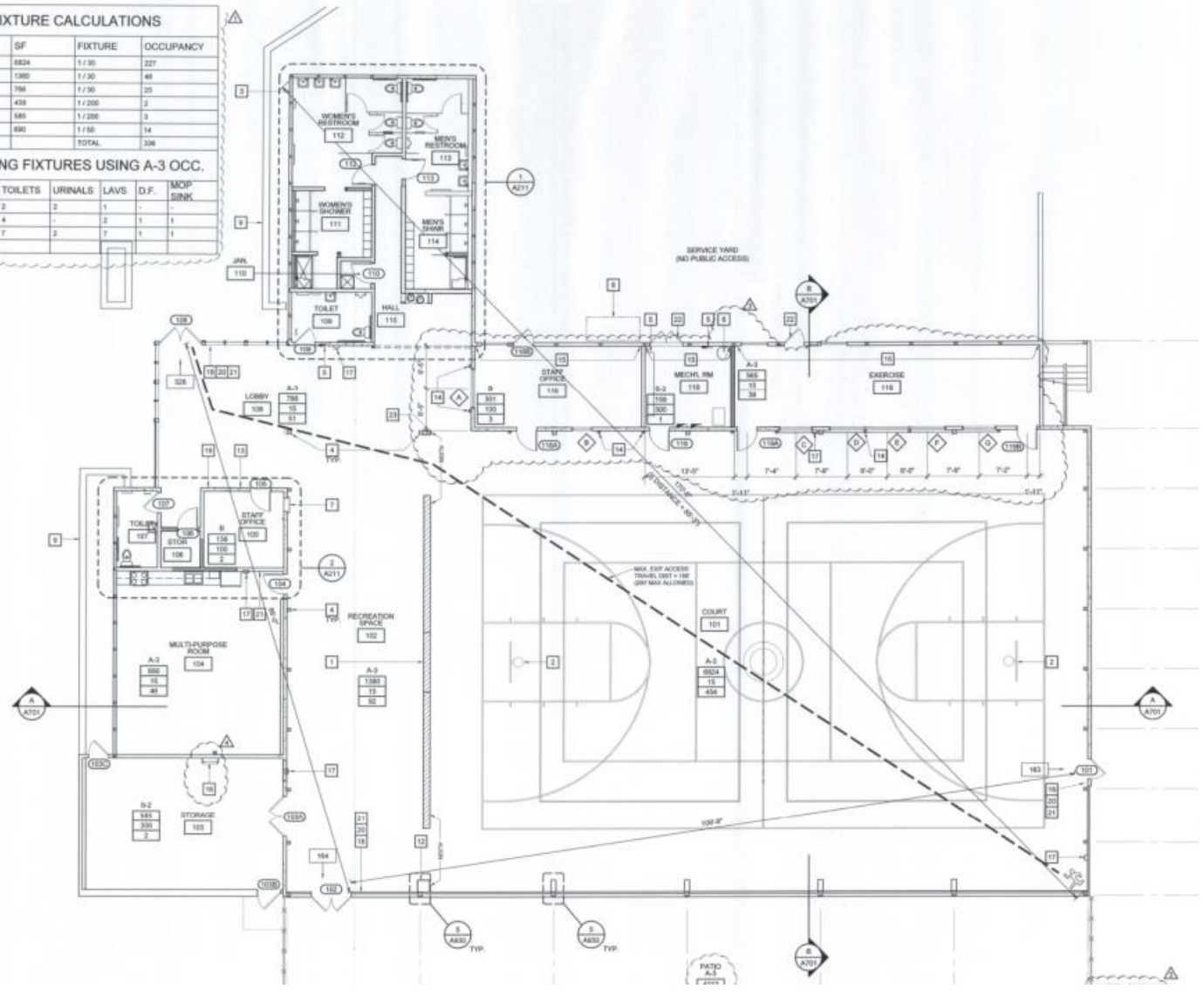
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PLUMBING FIXTURE CALCULATIONS

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(180)	4	-	2	-	-
D	7	2	7	1	1





City of Salinas

200 Lincoln Ave., Salinas,
CA 93901
www.cityofsalinas.org

Legislation Text

File #: ID#23-657, Version: 1

Amendment No. 1 to Agreement for Professional Services with CSG Consultants, Inc.

Approve a Resolution authorizing the Mayor to execute Amendment No. 1 to the Agreement for Professional Services with CSG Consultants, Inc. to increase the total not to exceed compensation amount to \$750,000.



**CITY OF SALINAS
COUNCIL STAFF REPORT**

DATE: NOVEMBER 14, 2023
DEPARTMENT: COMMUNITY DEVELOPMENT
FROM: LISA BRINTON, DIRECTOR
THROUGH: ANGELINE ANZINI, CHIEF BUILDING OFFICIAL
BY: YAZMIN OCHOA-FLORES, ADMINISTRATIVE ANALYST
TITLE: AMENDMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES WITH CSG CONSULTANTS, INC.

RECOMMENDED MOTION:

A motion to approve a resolution authorizing the Mayor to execute Amendment No. 1 to the Agreement for Professional Services with CSG Consultants, Inc. to increase the total not to exceed compensation amount to \$750,000.

EXECUTIVE SUMMARY:

The Permit Services Division relies on outside technical professionals to assist with plan review, permitting and inspection services. Contracting for these services allows for the scaling up of experienced technical staffing to be able to respond in a timely manner to increases in the number of development applications due to economic growth, particularly for major, more complicated development projects. The proposed Amendment No. 1 to the Agreement with CSG increases the not to exceed compensation amount of \$250,000 to \$750,000 for Fiscal Year 2023-2024, an increase of \$500,000. Funding for Amendment No. 1 will be fully covered through the Permit Services Enterprise Fund using plan check and inspection fees collected prior to requesting CSG services.

BACKGROUND:

Since 2020, the Permit Services Division has contracted with CSG Consultants, Inc. to augment the plan review, permitting, and inspection capacity of the Permit Center. CSG has extensive knowledge and experience in providing technical services to building departments in multiple jurisdictions in California. The firm provides services and staff specifically tailored to manage the development process and all levels of plan review, permitting, and inspection services. All contract staff hold the required certifications to conduct the assigned duties. The Permit Center has utilized CSG for projects such as the Love's Travel Center, the Parkside Phase 1 affordable housing project, North Salinas Valley Mosquito Abatement District Facility, and Chick-Fil-A at Northridge Mall.

Since entering into the 2023-2024 Agreement with CSG, multiple large and complex development applications have been submitted including a Rail Extension permit valued at \$18,000,000; a Kaiser Clinic permit valued at \$16,000,000; a Storage Warehouse permit valued at \$4,750,000; a new Starbucks at Northridge Mall valued at \$1,200,000; among several other multi-million-dollar projects. Large and complex projects pose the greatest issue of balancing staff time between focusing on those more complex tasks, while still providing the required customer service for the smaller, routine projects. Due to limited staffing resources and position vacancies, additional outside professional services are needed to review, process, and inspect these permit applications in a timely manner. The Permit Services Division has several position vacancies that directly and significantly affect the permitting process. These vacancies include a Senior Plan Check Engineer, a Plan Check Engineer, and a Combination Building Inspector I.

Amendment No. 1 will allow the Permit Center to use CSG technical staff and services to address Permit Center staffing shortfalls and the current increase in workload. The CSG services are billed on a time and materials basis, according to the rates of compensation set in Exhibit B to the Agreement, Attachment 3 to this report. Exhibit C, Attachment 4 contains an estimate of the additional services required. Because CSG has been providing permitting services in Salinas for years, its contract staff has knowledge of the City and our customer base and therefore, are able to provide more efficient plan review, inspection, and enhanced customer service. Contracting with new companies would require additional staff training and would be more expensive. While staff is always searching for local preferred providers, there are currently no vendors within the City of Salinas or the County of Monterey that can perform this level of work.

CEQA CONSIDERATION:

Not a Project. The City of Salinas has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378).

STRATEGIC PLAN INITIATIVE:

The use of contract technical staff and services supports City Council’s goals of Economic Development by augmenting Permit Center operations to facilitate the plan review, permitting, and inspection of multiple large projects. Ease of permitting for businesses encourages and helps develop a diverse and thriving economy, and supports small, large, and entrepreneurial businesses the City.

DEPARTMENTAL COORDINATION:

This report and Amendment No. 1 were prepared by the Community Development Department Permit Services Division, in collaboration with the City Attorney’s Office and the Finance Department.

FISCAL AND SUSTAINABILITY IMPACT:

There is no direct or indirect cost to the General Fund. The additional cost of \$500,000 for increased CSG staff and services will be fully covered by the collection of plan check and inspection fees through the Permit Center Enterprise Fund, which was established in July 2017.

These fees are collected at the time of building permit application submission or call for inspection and prior to requesting CSG services.

ATTACHMENTS:

1. Resolution authorizing Mayor to execute Amendment No. 1
2. Amendment No. 1 to CSG Agreement for Professional Services
3. 2023-2024 CSG Agreement for Professional Services
4. Estimated Cost of Services from CSG for FY24

RESOLUTION NO. _____ (N.C.S.)

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SALINAS AND CSG CONSULTANTS, INC.

WHEREAS, the Permit Services Division relies on outside technical professionals to assist with plan review, permitting, and inspection services, particularly for more complicated development projects; and

WHEREAS, contracting for these services allows for the scaling up of experienced technical staffing resources to be able to respond in a timely manner to increases in the number of development applications due to economic growth, while maintaining the City's workforce; and

WHEREAS, since 2020, the City has contracted with CSG to provide plan review, permitting and inspection services; and

WHEREAS, CSG Consultants, Inc. (CSG) has extensive knowledge and experience in providing technical services to building departments for multiple jurisdictions in California and employ staff that have the requisite certification, training, and experience to perform the technical work required to meet the City's needs and has a demonstrated record of quality performance in a timely and cost-effective manner; and

WHEREAS, there are no other vendors within the city of Salinas or the county of Monterey at this time that can perform this level of work; and

WHEREAS, in July 2023, the City entered into an Agreement for Professional Services with CSG to continue providing plan review, permitting and inspection services for fiscal year 2023-2024 for an amount not to exceed Two Hundred and Fifty Thousand Dollars (\$250,000); and

WHEREAS, subsequently, multiple large and complex development project applications have been received. Due to limited staffing resources and several position vacancies, additional outside professional services are needed to review and process these applications in a timely manner; and

WHEREAS, the increased cost of Five Hundred Thousand Dollars (\$500,000) associated with Amendment No. 1 will be fully covered by the collection of plan check and inspection fees through the Permit Services Enterprise Fund prior to initiated a request for services with CSG; and

WHEREAS, the City of Salinas has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378); and

NOW, THEREFORE, BE IT RESOLVED the Salinas City Council authorizes the Mayor to execute Amendment No. 1 to the Agreement for Professional Services with CSG

Consultants, Inc. to increase the total compensation amount from Two Hundred and Fifty Thousand Dollars (\$250,000) to Seven Hundred and Fifty Thousand Dollars (\$750,000).

BE IT FURTHER RESOLVED, that the City Manager is authorized to take whatever additional action may be necessary to effectuate the intent of this resolution.

PASSED AND APPROVED this 14th day of November 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Kimbley Craig, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

**AGREEMENT —AMENDMENT NO. 1 TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF SALINAS AND CSG CONSULTANTS, INC.**

This Amendment No. 1 to the Agreement for Professional Services (the “Amendment”) is entered into this 14th day of November 2023, by and between the City of Salinas (the “City”) and CSG Consultants, Inc. (the “Consultant”) City and Contractor may be individually referred to herein as a “Party” and collectively the City and Contractor may be referred to as the “Parties.”

RECITALS

WHEREAS, the City and Contractor first entered into Agreement for Professional Services effective July 1, 2023, pursuant to which Contractor agreed to act as and provide certain services to the City for compensation (the “Agreement”); and

WHEREAS, the City and Contractor desire to amend the Agreement to increase the City’s capacity to complete plan review, permitting, and inspections for multiple large development projects in a timely manner.

NOW, THEREFORE, in mutual consideration of the terms and conditions set forth below, the Parties agree as follows:

TERMS

1. The Agreement, Section 3. Compensation, is amended to the following:

Compensation. City hereby agrees to pay Consultant for services rendered the City pursuant to this Agreement on a time and materials basis according to the rates of compensation set forth in **Exhibit B**. The total amount of compensation to be paid under this Agreement shall not exceed \$750,000.

2. All other covenants, terms, and conditions set forth in the Agreement and not amended by this Amendment shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the undersigned, as authorized representatives of the City and Contractor have entered into this Agreement as of the date first written above.

CITY OF SALINAS

Kimbley Craig, City Mayor

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney
 Rhonda Combs, Assistant City Attorney

CSG CONSULTANTS, INC.

Cyrus Kianpour, P.E., P.L.S., President

Nourdin Khayata, P.E., Secretary

AGREEMENT
FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF SALINAS AND
CSG CONSULTANTS, INC.



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**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF SALINAS AND CSG CONSULTANTS, INC.**

This Agreement for Professional Services (the “Agreement” and/or “Contract”) is made and entered into this 20th day of June, 2023, between the **City of Salinas**, a California Charter city and municipal corporation (hereinafter “City”), and **CSG Consultants, Inc.**, a California corporation, (hereinafter “Consultant”).

RECITALS

WHEREAS, Consultant represents that he, she, or it is specially trained, experienced, and competent to perform the special services which will be required by this Agreement; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, City and Consultant agree as follows:

TERMS

1. **Scope of Service.** The project contemplated and the scope of Consultant’s services are described in **Exhibit B**, attached hereto and incorporated herein by reference.
2. **Term; Completion Schedule.** This Agreement shall commence on July 1, 2023, and shall terminate on June 30, 2024, unless extended in writing by either party upon (30) days written notice. This Agreement may be extended only upon mutual written consent of the parties and may be terminated only pursuant to the terms of this Agreement. Consultant shall fully comply with all timelines for performance of its consulting services set forth in **Exhibit B**.
3. **Compensation.** City hereby agrees to pay Consultant for services rendered the City pursuant to this Agreement on a time and materials basis according to the rates of compensation set forth in **Exhibit B**. The total amount of compensation to be paid under this Agreement **shall not exceed \$250,000.**
4. **Billing.** Consultant shall submit to City an itemized invoice, prepared in a form satisfactory to City, describing its services and costs for the period covered by the invoice. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant’s bills shall include the following information to which such services cost or pertain:

- (A) A brief description of services performed;
- (B) The date the services were performed;
- (C) The number of hours spent and by whom;

- (D) A brief description of any costs incurred; and
- (E) The Consultant's signature.

Any such invoices shall be in full accord with any and all applicable provisions of this Agreement.

City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, City shall not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant. The City shall process undisputed portion immediately.

5. Meet & Confer. Consultant agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by the City to ensure timely and adequate performance of the Agreement.

6. Additional Copies. If City requires additional copies of reports, or any other material which Consultant is required to furnish as part of the services under this Agreement, Consultant shall provide such additional copies as are requested, and City shall compensate Consultant for the actual costs related to the production of such copies by Consultant.

7. Responsibility of Consultant.

(A) By executing this Agreement, Consultant agrees that the services to be provided and work to be performed under this Agreement shall be performed in a fully competent manner. By executing this Agreement, Consultant further agrees and represents to City that the Consultant possesses, or shall arrange to secure from others, all of the necessary professional capabilities, experience, resources, and facilities necessary to provide the City the services contemplated under this Agreement and that City relies upon the professional skills of Consultant to do and perform Consultant's work. Consultant further agrees and represents that Consultant shall follow the current, generally accepted practices in this area to the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the projects for which the services are rendered under this Agreement.

(B) Consultant shall assign a single Project Director to have overall responsibility for the execution of this Agreement for Consultant. **John LaTorra**, is hereby designated as the Project Director for Consultant. Any changes in the Project Director designee shall be subject to the prior written acceptance and approval of the City Manager.

8. Responsibility of City. To the extent appropriate to the projects to be completed by Consultant pursuant to this Agreement, City shall:

(A) Assist Consultant by placing at its disposal all available information pertinent to the projects, including but not limited to, previous reports and any other data relative to the

projects. Nothing contained herein shall obligate City to incur any expense in connection with completion of studies or acquisition of information not otherwise in the possession of City.

(B) Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant.

(C) **Lisa Brinton, Community Development Director**, shall act as City's representative with respect to the work to be performed under this Agreement. Such person shall have the complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Consultant's services. City may unilaterally change its representative upon notice to the Consultant.

(D) Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in a project.

9. **Acceptance of Work Not a Release.** Acceptance by the City of the work to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the work performed.

10. **Indemnification and Hold Harmless.** Consultant shall defend, indemnify, and hold harmless the City and its officers, officials, employees, volunteers, and agents from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder, including the performance of work of any of Consultant's subcontractors or agents, or Consultant's failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

11. **Insurance.** Consultant shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in **Exhibit A** hereto.

12. **Access to Records.** Consultant shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials including but not limited to calculation and survey notes relating to work performed for the City under this Agreement on file for at least three (3) years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for such access and inspection.

13. **Non-Assignability.** It is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Consultant. This Agreement is personal to Consultant and shall not be assigned by it without express written approval of the City.

14. Changes to Scope of Work. City may at any time, and upon a minimum of ten (10) days written notice, seek to modify the scope of services to be provided for any project to be completed under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

15. Ownership of Documents. Title to all final documents, including drawings, specifications, data, reports, summaries, correspondence, photographs, computer software (if purchased on the City's behalf), video and audio tapes, software output, and any other materials with respect to work performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared. City agrees to hold harmless and indemnify the Consultant against all damages, claims, lawsuits, and losses of any kind including defense costs arising out of any use of said documents, drawings, and/or specifications on any other project without written authorization of the Consultant.

16. Termination.

(A) City shall have the authority to terminate this Agreement, upon ten days written notice to Consultant, as follows:

(1) If in the City's opinion the conduct of the Consultant is such that the interest of the City may be impaired or prejudiced, or

(2) For any reason whatsoever.

(B) Upon termination, Consultant shall be entitled to payment of such amount as fairly compensates Consultant for all work satisfactorily performed up to the date of termination based upon the Consultant's rates shown in **Exhibit B** and/or Section 3 of this Agreement, except that:

(1) In the event of termination by the City for Consultant's default, City shall deduct from the amount due Consultant the total amount of additional expenses incurred by City as a result of such default. Such deduction from amounts due Consultant are made to compensate City for its actual additional costs incurred in securing satisfactory performance of the terms of this Agreement, including but not limited to, costs of engaging another consultant(s) for such purposes. In the event that such additional expenses shall exceed amounts otherwise due and payable to Consultant hereunder, Consultant shall pay City the full amount of such expense.

(C) In the event that this Agreement is terminated by City for any reason, Consultant shall:

(1) Upon receipt of written notice of such termination promptly cease all services on this project, unless otherwise directed by City; and

(2) Deliver to City all documents, data, reports, summaries, correspondence, photographs, computer software output, video and audio tapes, and any other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such material is to be delivered to City in completed form; however, notwithstanding the provisions of Section 15 herein, City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such material.

(D) In the event that this Agreement is terminated by City for any reason, City is hereby expressly permitted to assume the projects and complete them by any means, including but not limited to, an agreement with another party.

(E) The rights and remedy of the City and Consultant provided under this Section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this Agreement.

17. Compliance with Laws, Rules, and Regulations. Services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable federal, state, and City laws and any rules or regulations promulgated thereunder.

18. Exhibits Incorporated. All exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of this Agreement and any of the terms of any exhibit to the Agreement, the terms of the Agreement shall control the respective duties and liabilities of the parties.

19. Independent Contractor. It is expressly understood and agreed by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the City. Consultant expressly warrants not to represent, at any time or in any manner, that Consultant is an employee or servant of the City.

20. Integration and Entire Agreement. This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters contained herein. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

21. Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, County of Monterey, and City of Salinas. Jurisdiction of litigation arising from this Agreement shall be in the State of California, in the County of Monterey or in the appropriate federal court with jurisdiction over the matter.

22. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

23. Notices.

(A) Written notices to the City hereunder shall, until further notice by City, be addressed to:

Community Development Director
City of Salinas
65 W. Alisal Street
Salinas, California 93901

With a copy to:

City Attorney
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

(B) Written notices to the Consultant shall, until further notice by the Consultant, be addressed to:

Mr. Cyrus Kianpour, P.E., P.L.S.
President
CSG Consultants
550 Pilgrim Drive
Foster City, California 94404

(C) The execution of any such notices by the City Manager shall be effective as to Consultant as if it were by resolution or order of the City Council, and Consultant shall not question the authority of the City Manager to execute any such notice.

(D) All such notices shall either be delivered personally to the other party's designee named above, or shall be deposited in the United States Mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

24. Nondiscrimination. During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability.

25. Conflict of Interest. Consultant warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this Agreement a violation of any applicable local, state or federal law. Consultant further declares that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify City of the existence of such conflict of interest so that City may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code section 81000 et seq.) and Salinas City Code Chapter 2A that apply to Consultant as the result of Consultant's performance of the work or services pursuant to the terms of this Agreement.

26. Headings. The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement.

27. Attorneys' Fees. In case suit shall be brought to interpret or to enforce this Agreement, or because of the breach of any other covenant or provision herein contained, the prevailing party in such action shall be entitled to recover their reasonable attorneys' fees in addition to such costs as may be allowed by the Court. City's attorneys' fees, if awarded, shall be calculated at the market rate.

28. Non-Exclusive Agreement. This Agreement is non-exclusive and both City and Consultant expressly reserves the right to contract with other entities for the same or similar services.

29. Rights and Obligations Under Agreement. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

30. Licenses. If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its representatives, agents or subcontractors by federal, state or local law, Consultant warrants that such license has been obtained, is valid and in good standing, and that any applicable bond posted in accordance with applicable laws and regulations.

31. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

32. Legal Representation. Each party affirms that it has been represented, if it so chose, by legal counsel of its own choosing regarding the preparation and the negotiation of this Agreement and the matters and claims set forth herein, and that each of them has read this Agreement and is fully aware of its contents and its legal effect. Neither party is relying on any statement of the other party outside the terms set forth in this Agreement as an inducement to enter into this Agreement.


33. Joint Representation. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. No presumptions or rules of interpretation based upon the identity of the party preparing or drafting the Agreement, or any part thereof, shall be applicable or invoked.

34. Warranty of Authority. Each party represents and warrants that it has the right, power, and authority to enter into this Agreement. Each party further represents and warrants that it has given any and all notices, and obtained any and all consents, powers, and authorities, necessary to permit it, and the persons entering into this Agreement for it, to enter into this Agreement.


35. No Waiver of Rights. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. The failure to provide notice of any breach of this Agreement or failure to comply with any of the terms of this Agreement shall not constitute a waiver thereof. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. A waiver by the City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above.

CITY OF SALINAS

DocuSigned by:

E554E94F4CE64C8...
Kimbley Craig
Mayor

APPROVED AS TO FORM:

DocuSigned by:

DF009E02871844E...
 Christopher A. Callihan, City Attorney, or
 Rhonda Combs, Assistant City Attorney

CONSULTANT

DocuSigned by:

Cyrus Kianpour

By: Cyrus Kianpour, P.E., P.L.S.

Its: President

DocuSigned by:

Nourdin Khayata

By: Nourdin Khayata, P.E.

Its: Secretary

Exhibit A- Insurance Requirements

Insurance Requirements

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees, or subcontractors. With respect to General Liability and Professional Liability, coverage should be maintained for a minimum of five (5) years after Agreement completion.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- (A) **Commercial General Liability** (“CGL”): Insurance Services Office Form (“ISO”) CG 00 01 covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (B) **Automobile Liability**: ISO Form CA 0001 covering any auto, or if Consultant has no owned autos, hired and non-owned, with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- (C) **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- (D) **Professional Liability** (also known as Errors and Omissions) insurance appropriate to the work being performed, with limits no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate per policy period of one year.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Salinas requires and shall be entitled to the broader coverage and/or 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.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Salinas, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10, CG 11 85, or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this Agreement or the project described within this Agreement, the **Consultant's insurance coverage shall be primary coverage** at least as broad as ISO Form CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Salinas for all work performed by the Consultant, its employees, agents, and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared by Consultant to and approved by the City. At the option of the City, Consultant shall provide coverage to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the consultant shall provide evidence satisfactory to the City guaranteeing payment of losses and related investigations, claim administrations, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of this Agreement or the beginning of Agreement work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the Agreement of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the Agreement effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of Agreement work.
4. A copy of the claims reporting requirements must be submitted to the City for review.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable insurance language effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all sub-consultants and/or subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that Entity is an additional insured on insurance required from such sub-consultants and/or subcontractors.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Maintenance of Insurance

Maintenance of insurance by Consultant as specified shall in no way be interpreted as relieving Consultant of its indemnification obligations or any responsibility whatsoever and the Consultant may carry, at its own expense, such additional insurance as it deems necessary.

EXHIBIT B

CSG Consultants, Inc. Contract Rates FY 22-23 City of Salinas

Plan Review

Complete Plan Review - 65% of .65 X Building Permit Fee
Structural Only Plan Review - 50% of .65 X Building Permit Fee
Complete Plan Review (Hourly & 4th Review Onwards) - \$117 per hour
Structural Only Plan Review (Hourly & 4th Review Onwards) - \$128 per hour
Plumbing, Mechanical, and Electrical Plan Review - \$117 per hour
Complete Plan Review (Onsite at Salinas) - \$135 per hour, 4-hour minimum
Building Official - \$164 per hour

Inspection

Combination Inspector (with CSG vehicle in Salinas) - \$117 per hour, 4-hour minimum

Fire Services

Fire Sprinkler, Alarm Systems, Site Access, etc. Plan Review and Inspection (with CSG vehicle in Salinas) - \$135 per hour

Certified Access Specialist Consulting

CASp Plan Review or Consultation (offsite) - \$128 per hour
CASp Consultation or Inspection (Onsite at Salinas) - \$164 per hour

Scanning Services

Included in Plan Review Fees

Archiving/Other Plans

\$3.00 per sheet larger than 11" X 17"
\$1.00 per sheet 11" X 17" and smaller

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, travel and office expenses. Overtime work will be billed at 1.5x the hourly rates indicated in the table above. Rates will remain effective through June 30, 2024. Thereafter, CSG will initiate a rate increase based on change in CPI for the applicable region. CSG will mail an invoice at the beginning of every month for services rendered during the previous month.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 12/20/2022

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

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

PRODUCER License # 0C36861 Alliant Insurance Services, Inc. 560 Mission St 6th Fl San Francisco, CA 94105	CONTACT NAME: Melissa Hill PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: Melissa.Hill@alliant.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Fireman's Fund Insurance Company	21873
INSURER B : American Automobile Insurance Company	21849
INSURER C : National Surety Corporation	21881
INSURER D : Pacific Insurance Company, Limited	10046
INSURER E :	
INSURER F :	

INSURED

CSG Consultants
550 Pilgrim Dr
Foster City, CA 94404

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____			USC032768220	12/4/2022	12/4/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 _____ \$ _____
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			SCV013084-22-01	12/4/2022	12/4/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ _____ \$ _____
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USC029989221	12/4/2022	12/4/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 _____ \$ _____
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	SCW023953-22-01	12/4/2022	12/4/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab.			83 OH 0489503-22	12/4/2022	12/4/2023	Ded: \$50,000; Agg: 5,000,000
D	Retro Date: 1/1/1991			83 OH 0489503-22	12/4/2022	12/4/2023	Occurrence: 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Blanket WC waiver of subrogation applies per attached endorsement. All operations of the Named Insured

CERTIFICATE HOLDER

City of Salinas
65 West Alisal
Salinas, CA 93901

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



MultiCover® - Without Medical Payments - CG 71 93 03 19

Policy Amendment(s) Commercial General Liability Coverage Form

Your Commercial General Liability Coverage Form is revised as follows:

1. Broadened Named Insured

A. SECTION II - WHO IS AN INSURED, item 3., is deleted and replaced by the following:

3. Any organization that you own at the inception of this policy, or newly acquire or form during the policy period, and over which you maintain during the policy period majority ownership or majority interest, will qualify as a Named Insured if:
 - a. There is no other similar insurance available to that organization; and
 - b. The first Named Insured shown in the Declarations has the responsibility of placing insurance for that organization; and
 - c. That organization is incorporated or organized under the laws of the United States of America.

However:

- (1) Coverage under this provision 3 is afforded only until the next occurring annual anniversary of the beginning of the policy period shown in the Declarations, or the end of the policy period, whichever is earlier; and
- (2) Coverage A does not apply to **bodily injury** or **property damage** that occurred before you acquired or formed the organization; and
- (3) Coverage B does not apply to **personal and advertising injury** arising out of an offense committed before you acquired or formed the organization.

B. SECTION II - WHO IS AN INSURED, the last paragraph, is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations. However, this does not apply to a limited liability company that meets all of the conditions in Section II - Who Is An Insured, item 3., above.

2. Additional Insured

If an Additional Insured endorsement is attached to this policy that specifically names a person or organization as an additional insured, then this Section 2. Additional Insured does not apply to such person or organization.

SECTION II - WHO IS AN INSURED, subsection 2.e., is added as follows:

- e. Any person or organization is included as an additional insured, but only to the extent such person or organization is legally obligated to pay for **bodily injury, property damage or personal and advertising injury** caused by your acts or omissions. With respect to the insurance afforded to such additional insured, all of the following additional provisions apply:
 - (1) You have agreed in a written **insured contract** that such person or organization be added as an additional insured under this policy;
 - (2) The **bodily injury, property damage or personal and advertising injury** for which said person or organization is legally obligated to pay occurs subsequent to the execution of such **insured contract**;
 - (3) The most we will pay is the lesser of either the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or the limits of insurance required by the **insured contract**;
 - (4) The insurance afforded to such additional insured only applies to the extent permitted by law;



- (5) Such person or organization is an additional insured only with respect to:
- (a) Their ownership, maintenance, or use of that part of the premises, or land, owned by, rented to, or leased to you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;
 - (b) Your ongoing operations performed for that insured;
 - (c) Their financial control of you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;
 - (d) The maintenance, operation or use by you of equipment leased to you by such person or organization;
 - (e) Operations performed by you or on your behalf and for which a state or political subdivision has issued a permit, provided such operations are not performed for such state or political subdivision, and are not included within the **products-completed operations hazard**; or
 - (f) Their liability as a grantor of a franchise to you.
- (6) This insurance does not apply to **bodily injury, property damage, personal and advertising injury, occurrence** or offense:
- (a) Which takes place at a particular premises after you cease to be a tenant of that premises;
 - (b) Which takes place after all work, including materials, parts or equipment furnished in connection with such work to be performed by or on behalf of the additional insured at the site of the covered operations, has been completed;
 - (c) Which takes place after that portion of **your work** out of which the injury or damage arises has been put to its intended use by any other person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project; or
 - (d) Which takes place after the expiration of any equipment lease to which (4)(d) above applies;
- (7) With respect to architects, engineers or surveyors, coverage does not apply to **bodily injury, property damage or personal and advertising injury** arising out of the rendering or failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or
 - (b) Supervisory, inspection, architectural, or engineering services.

These exclusions apply even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the **occurrence** which caused the **bodily injury or property damage**, or the offense which caused the **personal or advertising injury**, involved the rendering of or the failure to render any professional services by or for you.

3. Additional Insured - Vendors

If an Additional Insured Vendors endorsement is attached to this policy that specifically names a person or organization as an additional insured, then this Section 3. Additional Insured - Vendors does not apply to that person or organization.

Unless the **products-completed operations hazard** is excluded from this policy, SECTION II - WHO IS AN INSURED, item 2.f. is added as follows:

- f. Any vendor of yours is included as an additional insured, but only with respect to **bodily injury or property damage** caused by **your products** which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:



- (1) The insurance afforded such vendor does not apply to:
 - (a) **Bodily injury** or **property damage** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed by the vendor in full compliance with the manufacturer's written instructions at the vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) **Bodily injury** or **property damage** arising out of the liability of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products or any ingredient, part or container, entering into, accompanying or containing such products;
- (3) The most we will pay is the lesser of either the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or the limits of insurance required by the contract or agreement; and
- (4) The insurance afforded to such vendor only applies to the extent permitted by law.

4. **Additional Insured - Limited Primary and Noncontributory Provision**

The following is added as a second paragraph to Section IV Conditions, Condition 4. Other Insurance, following paragraph b.(2):

However, if you have added any person, organization or vendor of yours as an additional insured to this policy by way of this MultiCover® endorsement and have agreed in a written **insured contract** that this insurance is primary and non-contributory with other insurance available to that additional insured, this insurance is primary and we will not seek contribution from such additional insured's other insurance, provided that the additional insured is a Named Insured under such other insurance.

5. **Waiver of Subrogation**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 8., is deleted and replaced by the following:

8. **Transfer of Rights of Recovery Against Others to Us and Blanket Waiver of Subrogation**
 - a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after the loss to impair those rights. At our request, the insured will bring **suit** or transfer those rights to us and help us enforce them.
 - b. If required by a written **insured contract** executed prior to the **occurrence** or offense, we waive any right of recovery we may have against any person or organization named in such **insured contract**, because of payments we make for injury or damage arising out of your operations or **your work** for that person or organization.

Policy Number: USC032778220



6. **Cancellation - 90 Days**

Common Policy Conditions endorsement IL0017, A. Cancellation, item 2.b. is deleted and replaced by the following:

- b. 90 days before the effective date of cancellation if we cancel for any other reason.

7. **Liberalization**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, the following is added as an additional Condition:

Liberalization

If we adopt a change in our forms or rules which would broaden the coverage provided by any form that is a part of this policy without an extra premium charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

8. **Fire, Explosion, Sprinkler Leakage, or Lightning Legal Liability Coverage**

- A. SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, the last paragraph, is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while:

1. Rented to you;
2. Temporarily occupied by you with the permission of the owner; or
3. Managed by you under a written agreement with the owner.

A separate limit of insurance applies to this coverage as described in Section III - LIMITS OF INSURANCE.

- B. SECTION III - LIMITS OF INSURANCE, item 6., is deleted and replaced by the following:

6. Subject to 5. above, the Damage to Premises Rented To You Limit shown in the Declarations, for **property damage** to any one premises while rented to you, or in the case of damage by fire, explosion, sprinkler leakage, or lightning while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner, is the greater of:

- a. \$1,000,000 Any One Premises; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

- C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, b. Excess Insurance, (1)(a), items (i) and (iii), are deleted and replaced by the following:

- (i) That is Fire, Explosion, Sprinkler Leakage or Lightning insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner;
- (iii) That is insurance purchased by you to cover your liability as a tenant for **property damage** to premises rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner; or

- D. SECTION V - DEFINITIONS, 9. **Insured Contract**, item a., is deleted and replaced by the following:

- (a) A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, is not an **insured contract**;

9. **Damage to Invitees' Automobiles from Falling Trees or Tree Limbs - Limited Coverage**

Policy Number: USC032778220

This coverage applies to direct physical damage to automobiles owned by invitees subject to all of the following:

1. Provided such damage originates from trees on premises owned, managed, leased or rented by an insured;
2. Coverage applies only to invitees of an insured or an insured's tenant;
3. Such damage is directly caused by wind-driven falling trees or tree limbs;
4. The most we will pay for any one loss is the lowest of:
 - a. the actual cash value of the damaged automobile as of the time of the loss; or
 - b. the cost of repairing the damaged automobile; or
 - c. the cost of replacing the damaged automobile with another automobile of like kind and quality.

Regardless of the number of occurrences, losses or claims, this coverage is subject to a limit of \$25,000 in any one policy period;

5. This coverage is not subject to the General Liability General Aggregate Limit; and
6. We will make payments under this coverage without regard to fault.

10. Non-Owned or Chartered Watercraft

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, item g. Aircraft, Auto, or Watercraft, item (2), is deleted and replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used for public transportation or as a common carrier;

11. Chartered Aircraft

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto Or Watercraft, item (6), is added as follows:

- (6) An aircraft in which you have no ownership interest and that you have chartered with crew.

12. Coverage Territory - Broadened

SECTION V - DEFINITIONS, item 4.a., is deleted and replaced by the following:

- a. The United States of America (including its territories and possessions), Puerto Rico, Canada, Bermuda, the Bahamas, The Cayman Islands and the British Virgin Islands;

13. Personal and Advertising Injury - Contractual

Unless **personal and advertising injury** is excluded from this policy the following applies:

SECTION I - COVERAGES, COVERAGE B, 2. Exclusions, item e., is deleted.

14. Fellow Employee Coverage

SECTION II - WHO IS AN INSURED, 2.a., item (1) is deleted and replaced by the following:

- (1) **Personal and advertising injury:**

However, subsections (a), (b), (c) and (d) of item (1) remain unchanged.

15. Bodily Injury Definition - Broadened

SECTION V - DEFINITIONS, 3. **Bodily Injury** is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

16. Expected or Intended Injury - Amendment to Exclusion

Policy Number: USC032778220



SECTION I. Coverage A Bodily Injury and Property Damage Liability, 2. EXCLUSIONS, a. Expected or Intended Injury, is deleted and replaced by the following:

a. Expected or Intended Injury

Bodily injury or property damage expected or intended from the standpoint of the insured.

This exclusion does not apply to **bodily injury or property damage** resulting from the use of reasonable force to protect persons or property.

17. **Unintentional Failure to Disclose Hazards**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 6. Representations, the following is added:

- d. If you unintentionally fail to disclose any hazards existing at the inception date of this policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

18. **Supplementary Payments - Increased Limits**

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, items 1.b. and 1.d., are deleted and replaced by the following:

- b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or **suit**, including substantiated loss of earnings up to \$500 a day because of time off from work.

19. **Duties in the Event of an Occurrence, Offense, Claim or Suit - Amended**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 2.a. is deleted and replaced by the following:

- (1) You must see to it that we or any licensed agent of ours are notified of a General Liability **occurrence** or offense which may result in a claim as soon as practicable after it becomes known to:
- (a) You, if you are an individual;
 - (b) Your partner or member, if you are a partnership or joint venture;
 - (c) Your member, if you are a limited liability company;
 - (d) Your executive officer if you are an organization other than a partnership, joint venture or limited liability company; or
 - (e) Your authorized representative or insurance manager.

Knowledge of an **occurrence** or offense by persons other than those listed above does not imply that those listed above also have such knowledge.

- (2) To the extent possible, notice should include:
- (a) How, when and where the **occurrence** or offense took place;
 - (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature and location of any injury or damage arising out of the **occurrence** or offense.

20. **Non Employment Discrimination Liability**

Unless **personal and advertising injury** is excluded from this policy the following applies:

- A. SECTION V - DEFINITIONS, 14. **Personal and advertising injury**, item h. is added as follows:

h. **Discrimination.**

- B. SECTION V - DEFINITIONS, item 23. is added as follows:

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23. **Discrimination** means the unlawful treatment of a person or class of persons because of their specific race, color, religion, gender, age, or national origin in comparison to one or more persons who are not members of the specified class.

C. SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions, the following are added:

- q. **Discrimination** directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;
- r. **Discrimination** directly or indirectly related to the sale, rental, lease or sublease or prospective sale, rental, lease or sublease of any dwelling or permanent lodging by or at the direction of any insured;
- s. **Discrimination**, if insurance thereof is prohibited by law; or
- t. Fines, penalties, specific performance, or injunctions levied or imposed by a governmental entity, governmental code, law, or statute because of **discrimination**.

All other terms and conditions of the policy apply.

Policy Number: SC V 013084 22 01

FleetCover® Endorsement – CA 70 18 10 14

Policy Amendment

**This Endorsement modifies insurance provided under the:
Business Auto Coverage Form
Motor Carrier Coverage Form**

A. Broadened Named Insured

Section II – Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured, the following is added:

Any organization you own on the inception of this policy, or newly acquire or form during the policy period, and over which you maintain during the policy period, majority ownership or majority interest will qualify as a Named Insured if:

- (1) There is no other similar insurance available to that organization; and
- (2) The first Named Insured shown in the Declarations of this policy has the responsibility of placing insurance for that organization; and
- (3) The organization is incorporated or organized under the laws of the United States of America.

However:

- (a) Coverage under this provision is afforded only until the next occurring 12 month anniversary of the beginning of the policy period shown in the Declarations, or the end of the policy period, whichever is earlier; and
- (b) Coverage under this provision does not apply to **bodily injury** or **property damage** that results from an **accident** that occurred before you acquired or formed the organization; and
- (c) No person or organization is an **insured** with respect to any current or past partnership, or joint venture that is not shown as a Named Insured in the Declarations; and
- (d) Coverage under A.(1), (2) and (3) above does not apply to any organization that is covered as an **insured** under any other automobile liability insurance policy whose limits of insurance have been exhausted or whose insurer has become insolvent.

B. Broadened Who Is an Insured

1. Form CA0001 (if attached to this policy), Section II – Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured, item b.(2) is deleted, and d. is added as follows:

d. Your **employee** while using his owned **auto**, or an **auto** owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that **auto**.

2. Form CA0020 (if attached to this policy), Section II – Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured, item b.(2) is deleted, and f. is added as follows:

f. Your **employee** or agent while using his owned **private passenger type auto**, or a **private passenger type auto** owned by a member of his or her household, in your business or personal affairs, provided you do not own, hire, or borrow that **auto**.

This form must be attached to Change Endorsement when issued after the policy is written.
One of the **Allianz Global Risks US Companies** as named in the policy.

Policy Number: SC V 013084 22 01

C. Additional Insured Coverage and Waiver of Subrogation

1. Form CA0001 (if attached to this policy), Section II – Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured, the following is added as item e.; and form CA0020 (if attached to this policy), Section II – Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured; the following is added as item g.:

Any person or organization with respect to the operation, maintenance, or use, of a covered **auto**, provided that you and such person or organization have agreed under an expressed provision in a written **insured contract** or written agreement, or a written permit issued to you by a governmental or public authority, to add such person, organization, or governmental or public authority to this policy as an **insured**.

However, such person or organization is an **insured**:

- (1) Only with respect to the operation, maintenance, or use, of a covered **auto**; and
- (2) Only for **bodily injury** or **property damage** caused by an **accident** which takes place after:
 - (a) You executed the **insured contract** or written agreement; or
 - (b) The permit has been issued to you.

2. Form CA0001 (if attached to this policy), Section IV - Business Auto Conditions, A. Loss Conditions, item 5.; and form CA0020 (if attached to this policy), Section V - Motor Carrier Conditions, A. Loss Conditions, item 6.; the following is added:

Waiver of Subrogation

If required by a:

- a. Written **insured contract** or written agreement executed prior to the **accident**; or
- b. Written permit issued to you by a governmental or public authority prior to the **accident**;

we waive any right of recovery we may have against any person or organization named in such contract, agreement or permit, because of payments we make for injury or damage arising out of the ownership, maintenance or use of a covered **auto**.

D. Auto Medical Payments - Increased Limit

For each covered **auto** described in the Declarations or shown in the Schedule as having Auto Medical Payments Coverage, the Medical Payments Limit of Insurance for those **autos** is revised to the greater of:

1. \$5,000; or
2. The limit shown in the Declarations.

E. Hired Auto Physical Damage Coverage and Loss of Use Expenses

Hired Auto Physical Damage Coverage

Policy Number: SC V 013084 22 01

If Physical Damage Coverage is provided by this policy on your owned covered **autos**, the following applies:

Any **auto** that you lease, hire, rent or borrow without a driver, will be covered under this policy for Physical Damage Coverage. However any such **auto**:

1. Will be covered only for the same Physical Damage Coverage that applies to your owned covered **autos**;
2. Will be subject to the same applicable deductible shown in the Declarations that applies to your most similar owned covered **auto**, except any Comprehensive Coverage deductible does not apply to **loss** caused by fire or lightning; and
3. The most we will pay for any one **loss** in any one **accident** is the lesser of the following:
 - a. Actual cash value of the damaged or stolen property as of the time of the **loss** as determined by us; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

In addition, we will pay costs and fees associated with such covered **loss** only for a maximum time period of seven days beginning with the date of **loss**, subject to a maximum of \$500.

However:

1. If form CA0001 is attached to this policy, this coverage does not apply to **autos** you lease, hire, rent or borrow from any of your **employees**, partners (if you are a partnership), members (if you are a limited liability company) or members of their households; and
2. If form CA0020 is attached to this policy, this coverage does not apply to any **private passenger type auto** you lease, hire, rent or borrow from any member of your household, any of your **employees**, partners (if you are a partnership), members (if you are a limited liability company), or agents or members of their households.

Hired Auto Loss of Use Expenses

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, A. Coverage, 4. Coverage Extension, b. Loss of Use Expenses; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, A. Coverage, 4. Coverage Extension, b. Loss of Use Expenses; is deleted and replaced by the following:

- b. For Hired Auto Physical Damage, we will pay expenses for which an **Insured** becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:
 - (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered **auto**;
 - (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss is provided for any covered **auto**; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered **auto**.

Policy Number: SC V 013084 22 01

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$1,000.

F. Coverage Territory - Hired Auto

1. Form CA0001, (if attached to this policy), Section IV - Business Auto Conditions, B. General Conditions, 7. Policy Period, Coverage Territory, b.(5) is deleted and replaced by the following:

(5) Anywhere in the world if a covered **auto** of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 180 days or less,

2. Form CA0020 (if attached to this policy), Section V - Motor Carrier Conditions, B. General Conditions, 7. Policy Period, Coverage Territory, b.(5) is deleted and replaced by the following:

(5) Anywhere in the world if a covered **auto** of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 180 days or less,

G. Communication Equipment Coverage

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, C. Limits of Insurance, Paragraph 1.b.; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, C. Limits of Insurance, Paragraph 1.b.; is deleted and replaced by the following:

- b. All electronic equipment that reproduces , receives or transmits audio, visual or data signals in any one **loss** is \$1,500, if, at the time of **loss**, such electronic equipment is:

H. Tapes, Records, CDs and DVD Coverage

The Physical Damage Coverage Section is amended as follows:

1. The exclusion referring to tapes, records, discs, or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment does not apply.
2. Under Comprehensive Coverage - Form CA0001 (if attached to this policy), Section III- Physical Damage Coverage, A. Coverage; and form CA0020 (if attached to this policy), Section IV- Physical Damage Coverage, A. Coverage; the following is added:

We will pay for **loss** to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- a. Are your property, or that of a family member; and
- b. Are in a covered **auto** at the time of a **loss**.

The most we will pay for **loss** is \$250. No deductible applies to this coverage.

I. Personal Effects Coverage

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, A. Coverage, 4. Coverage Extensions; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, A. Coverage, 4. Coverage Extensions; item c. is added as follows:

Policy Number: SC V 013084 22 01

c. Personal Effects Coverage

We will pay up to \$500 for **loss** for clothing items or other personal effects that are owned by an **insured** and are in an Owned **auto** at the time of a covered **loss**.

Personal Effects do not include audio visual or electronic devices, money, giftcards, securities, jewelry, or tools.

This coverage is excess over any other collectible insurance.

No deductible applies to this coverage.

J. Airbag Coverage

1. Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, B. Exclusions, 3.a.; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, B. Exclusions, 3.a.; the following is added:

However, mechanical breakdown does not mean the unintended discharge of an airbag, provided that any **loss** covered under this provision is excess over any other collectible insurance or warranty designed to cover such unintended discharge.

K. Rental Reimbursement

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, A. Coverage, 4. Coverage Extensions; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, A. Coverage, 4. Coverage Extensions; item d. is added as follows:

d. Rental Reimbursement or Transportation Expenses

If **loss** occurs to a covered **auto** described or designated in the Declarations or Schedule and covered for Physical Damage Coverage, we will pay for rental expenses for the rental of a similar replacement **auto** and additional transportation expenses, incurred by you. This payment applies in addition to the otherwise applicable amount of each coverage you have on the covered **auto**. No deductible applies to this coverage. However:

- (1) We will pay only for those expenses incurred by you that begin 24 hours after the covered **loss**.

- (2) We will cease paying for those expenses, regardless of the policy's expiration date, at the earlier of the following dates:

- (a) The number of days reasonably required to repair or replace the covered **auto**. If **loss** is caused by theft, this number of days is added to the number of days it takes to locate and return the covered **auto** to you; or

- (b) 45 days from the date this coverage begins.

- (3) Our payment is limited to the lesser of the following amounts:

- (a) Necessary and actual expenses incurred by you; or

- (b) \$1,500.

- (4) This coverage does not apply while there are spare or reserve **autos** available to you for

Policy Number: SC V 013084 22 01

your operations.

- (5) If **loss** results from the total theft of a covered **private passenger type auto** (if CA0020 is attached to this policy), or a covered private passenger **auto** (if CA0001 is attached to this policy), we will pay under this coverage only that amount of your covered rental expenses or additional transportation expenses which are not already provided for under the Physical Damage Coverage Extensions.

L. Extended Towing Coverage

1. Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, A. Coverage, 2. Towing, is deleted and replaced by the following:

2. Extended Towing

We will pay up to \$750 per disablement for towing and labor costs you incur each time your covered **auto** is disabled. However:

- a. All labor must be performed at the place of disablement; and
- b. If the covered **auto** is of the private passenger type, no deductible applies; and
- c. If the covered **auto** is not of the private passenger type, our obligation to pay will be reduced by a \$250 deductible per disablement.
- d. If the covered **auto** is not of the private passenger type and the disablement results from a **loss** covered under Section III - Physical Damage Coverage, A. Coverage, Paragraphs 1, a., b., or c., there is no separate deductible for the Extended Towing Coverage.

For purposes of this coverage, disablement means a breakdown of the covered **auto** including mechanical breakdown, engine failure, or tire blowout, where repairs cannot be made roadside and a tow is required to remove the auto from the roadway and to seek additional services and repair.

2. Form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, A. Coverage, 2. Towing - Private Passenger Autos, is deleted and replaced by the following:

2. Extended Towing

We will pay up to \$750 per disablement for towing and labor costs you incur each time your covered **auto** is disabled. However:

- a. All labor must be performed at the place of disablement; and
- b. If the covered **auto** is of the **private passenger type** no deductible applies; and
- c. If the covered **auto** is not of the **private passenger type** our obligation to pay will be reduced by a \$250 deductible per disablement.
- d. If the covered **auto** is not of the **private passenger type** and the disablement results from a **loss** covered under Section III - Physical Damage Coverage, A. Coverage, Paragraphs 1, a., b., or c., there is no separate deductible for the Extended Towing Coverage.

For purposes of this coverage, disablement means a breakdown of the covered **auto**

Policy Number: SC V 013084 22 01

including mechanical breakdown, engine failure, or tire blowout, where repairs cannot be made roadside and a tow is required to remove the auto from the roadway and to seek additional services and repair.

M. Cancellation - 120 Days Notice

If we cancel this policy for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured at the last mailing address known to us, written notice of cancellation at least 120 days prior to the effective date of cancellation.

N. Supplementary Payments - Increased Limits

Section II - Liability Coverage, 2. Coverage Extensions, a. Supplementary Payments, items (2) and (4) are deleted and replaced by the following:

(2) Up to \$2,500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an **accident** we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the **insured** at our request, including substantiated loss of earnings up to \$500 a day, because of time off from work.

O. Duties in the Event of Accident, Claim, Suit or Loss - Amended

Form CA0001 (if attached to this policy) Section IV - Business Auto Conditions, A. Loss Conditions, item 2. a.; and form CA0020 (if attached to this policy) Section V - Motor Carrier Conditions, A. Loss Conditions, item 2. a.; is deleted and replaced by the following:

a. In the event of **accident**, claim, **suit** or **loss**, you must promptly notify us or our authorized representative when it becomes known to:

(1) You, if you are an individual;

(2) Your partner or member, if you are a partnership or joint venture;

(3) Your member, if you are a limited liability company;

(4) Your executive officer if you are an organization other than a partnership, joint venture or limited liability company; or

(5) Your authorized representative or insurance manager.

Knowledge of an **accident**, claim, **suit** or **loss** by other persons does not imply that the persons listed above have such knowledge.

Notice should include:

(1) How, when and where the **accident** or **loss** occurred; and

(2) The **insured's** name and address; and

(3) To the extent possible, the names and address of any injured persons and witnesses.

P. Unintentional Failure to Disclose Hazards

Form CA0001 (if attached to this policy), Section IV - Business Auto Conditions, B. General

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Conditions, item 2.; and form CA0020 (if attached to this policy), Section V - Motor Carrier Conditions, B. General Conditions, item 2.; the following is added:

However, if you unintentionally fail to disclose any hazards existing at the inception date of this policy, we will not deny coverage under this Coverage Form because of such failure. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Q. Fellow Employee Coverage

Section II - Liability Coverage, B. Exclusions, 5. Fellow Employee, the following is added:

However, this exclusion does not apply if the **bodily injury** results from the use of a covered **auto** you own or hire, and provided that any coverage under this provision only applies in excess over any other collectible insurance.

R. Limited Mexico Coverage

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - NOT THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A CRIMINAL OFFENSE AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED HERE MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING IN MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR OUTSIDE OF 25 MILES FROM THE BORDER OF THE UNITED STATES OF AMERICA.

Form CA0001 (if attached to this policy), Section IV - Business Auto Conditions, B. General Conditions, item 7.; and form CA0020 (if attached to this policy), Section V - Motor Carrier Conditions, B. General Conditions, item 7.; the following is added:

The coverage territory is extended to include Mexico, but only:

- a. For **accidents** or **losses** occurring within 25 miles of the United States border; and
- b. For trips into Mexico of 10 days or less; and
- c. If the covered **auto** is principally garaged and principally used in the United States; and
- d. If the **insured** is a resident of the United States.

If a **loss** to a covered **auto** occurs in Mexico, we pay for such **loss** in the United States. If the covered **auto** must be repaired in Mexico in order to be driven, we will not pay for more than the actual cash value of such **loss** as determined by us at the nearest United States point where the repairs can be made.

Any insurance provided under this provision will be excess over any other collectible insurance.

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S. Extended Glass Coverage

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, A. Coverage, item 3.a.; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, A. Coverage, item 3.a.; is deleted and replaced by the following:

- a. Glass breakage. If glass must be replaced, the deductible will be \$100 or the deductible shown in the Declarations, whichever is less. If glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

T. Broadened Definition of Bodily Injury

Form CA0001 (if attached to this policy), Section V - Definitions, item C.; and Form CA0020 (if attached to this policy), SECTION VI - DEFINITIONS, item C.; is deleted and replaced by the following:

- C. **Bodily Injury** means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Customer Lease or Loan Physical Damage Coverage Extension

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, C. Limit Of Insurance; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, C. Limits Of Insurance; item 4. is added as follows:

4. If your covered owned **auto** is:

- (1) Shown in the Schedule and designated as covered for Physical Damage Coverage; and
- (2) Shown in this policy as having a loss payee or additional-insured-lessor; and
- (3) Incurs a covered total **loss**;
we will pay the greater of:
 - (a) The actual cash value, as determined by us, of the damaged or stolen property as of the time of the total **loss**; or
 - (b) The **outstanding indebtedness** under the initial finance agreement for the covered **auto** and its equipment.

As used here, **outstanding indebtedness** means the amount you owe on the finance agreement at the time of total **loss**:

- (i) Less any amounts representing taxes, overdue payments, penalties, interest, or charges resulting from overdue payments, additional mileage, excess wear and tear, or lease termination fees; and
- (ii) Less any administrative costs or overhead fees assessed by the finance company who has leased the covered **auto** to you; and
- (iii) Less security deposits not returned by the lessor; and
- (iv) Less costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

Policy Number: SC V 013084 22 01

(v) Less carry-over balances from previous loans or leases.

V. Two or More Deductibles

1. Section III - Physical Damage Coverage, D. Deductible, of form CA0001 (if attached to this policy), the following is added:

If another Allianz Global Risks US Insurance Company policy or coverage form that is not an automobile policy or coverage form applies to the same **accident** or **loss**, the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the lesser of (or least) deductible, it will be waived.
- (2) If the deductible under this Business Auto Coverage Form is not the lesser, (or least) deductible, it will be reduced by the amount of the lesser (or least) deductible.

2. Section IV - Physical Damage Coverage, D. Deductible, of form CA0020 (if attached to this policy), the following is added:

If another Allianz Global Risks US Insurance Company policy or coverage form that is not an automobile policy or coverage form applies to the same **accident** or **loss**, the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the lesser of (or least) deductible, it will be waived.
- (2) If the deductible under this Business Auto Coverage Form is not the lesser, (or least) deductible, it will be reduced by the amount of the lesser (or least) deductible.

All other terms and conditions of the policy remain unchanged.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06

(Ed. 04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.00% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description	Associated Job Premium
Blanket Waiver of Subrogation as required by written contract.		

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **12/04/2022**
Insured **CSG Consultants, Inc.**

Policy No. **SCW0239532201**
Insurance Company **National Surety Corporation**

Endorsement No.
Premium

Countersigned By _____

Exhibit C
Estimated Cost of Services from CSG FY24

Invoiced Services to Date

\$13,905.00 Fire Plan Review Invoiced
\$27,315.00 Building Plan Review Invoiced

Future Services not yet Invoiced

\$29,150.00 Future Fire Plan Review
\$36,073.00 Future Building Plan Review
\$40,000.00 Future Building Inspections

Upcoming Large Projects

\$285,425.00 Large Project Plan Review
\$317,240.00 Large Project Inspections
 Rail Extension Job Valuation \$18,000,000
 Northridge Mall Starbucks Job Valuation \$1,200,000
 11 Peach Mixed Use Job Valuation \$2,500,000
 Kaiser Tenant Improvement Job Valuation \$16,000,000
 Catt Quinn Warehouse Valuation \$4,750,000
 Archer Aviation Job Valuation \$3,000,000
 Total Valuation \$45,450,000

\$749,108 Total Services FY24



City of Salinas

200 Lincoln Ave., Salinas,
CA 93901
www.cityofsalinas.org

Legislation Text

File #: ID#23-658, **Version:** 1

ProjectDox ePlan Renewal and Service Agreements with Avolve Software, Inc.

Approve a Resolution authorizing the City Manager or designee to negotiate and execute a Year Three ProjectDox ePlan Renewal and corresponding Service Agreements with Avolve Software, Inc. for an amount not to exceed \$138,000 through December 2024.



**CITY OF SALINAS
COUNCIL STAFF REPORT**

DATE: NOVEMBER 14, 2023
DEPARTMENT: COMMUNITY DEVELOPMENT
FROM: LISA BRINTON, DIRECTOR
THROUGH: ANGELINE ANZINI, CHIEF BUILDING OFFICIAL
BY: YAZMIN OCHOA-FLORES, ADMINISTRATIVE ANALYST
TITLE: AUTHORIZATION OF YEAR THREE PROJECTDOX EPLAN RENEWAL AND CORRESPONDING SERVICE AGREEMENTS WITH AVOLVE SOFTWARE, INC.

RECOMMENDED MOTION:

A motion to approve a Resolution authorizing the City Manager or designee to negotiate and execute a Year Three ProjectDox ePlan Renewal and corresponding Service Agreements with Avolve Software, Inc. for an amount not to exceed \$138,000 through December 2024.

EXECUTIVE SUMMARY:

On June 22, 2021, the City of Salinas entered into a Services Agreement with Avolve Software Inc., the developer of OAS and ProjectDox software (Resolution No. 22140 (N.C.S.)). OAS and ProjectDox software are utilized to provide residents, design professionals, and developers the ability to submit their permit applications for review and approval electronically. Electronic plan review provides greater efficiency by streamlining processes and creating a digital one-stop review of building permit applications.

In January 2023, Council approved Resolution No. 22569 (N.C.S.) authorizing the Services Agreement renewal (through December 2023) with Avolve for Year Two in the amount of \$101,160. The amount of the Renewal for Year Three remains the same, \$101,160, and covers services through December 2024. Year Three Renewal does not include assurance services, annual subscriptions, or SolarAPP+ implementation, estimated to be approximately \$36,840. The funding source for the Renewal and Services Agreements is the Capital Improvement Program 9093, Permit Systems and Technology Upgrade, which is funded by a 5% technology fee collected as part of building permit fees.

BACKGROUND:

Under State Assembly Bill 2234, a public agency must require permits to be applied for, completed, and stored through a process on its internet website. Jurisdictions with a 2020 census population greater than 75,000 must comply no later than January 1, 2024. To fulfill this mandate,

on June 22, 2021, the City entered into a Services Agreement with Avolve Software Inc., the developer of OAS and ProjectDox software. Avolve's OAS system enables design professionals and architects to upload electronic plans for review. Once uploaded, City staff track, review and process plan checks electronically via ProjectDox, which helps manage the permit application and review process. In addition to reviewing plans, ProjectDox serves as a digital repository for approved plans to be maintained and used by city staff in the future.

Project Dox allows applicants to submit their application when it is convenient for them. The software performs automated tasks and gives the applicant immediate feedback about missing information on forms, address validation, contractor license validation, the ability to pay fees and more. This greatly reduces the need to deliver applications and materials at the counter, simplifies file sharing, and cuts down staff time for data entry. The software complements the Permit Center's one-stop-shop concept to create a virtual multi-departmental permitting center.

Avolve software is proven integrated with our current permitting software, TRAKiT. The software guides the applicant through each step of their participation in the review process with videos, in addition to written instruction. ProjectDox allows for better tracking across review cycles by providing reviewer mark-up tools, prioritizing task assignments, automating version tracking, and processing data analytics. In addition, digital signatures can be maintained in the system during virtual meetings where plans are redlined for approval.

The Year Three ProjectDox ePlan Renewal does not account for any possible assurance services, program modification to implement state mandated SolarAPP+ and annual subscription Services. Assurance Services hours can be used as needed, for ProjectDox configuration, training and any additional required changes. These hours are only invoiced upon use. Attachment 5 includes the Assurance Services Pricing Agreement.

Additionally, under State Senate Bill 379, local permitting jurisdictions, with the population greater than 50,000, are required to adopt SolarAPP+ or a similar program. SolarAPP+ is provided at no cost by the State of California but implementing it to our current ProjectDox system requires Avolve to complete the scope of work described in Attachment 4.

Annual Subscription Services are used for both the Avolve Learning Center Solution and access to modify reporting in Projectdox and OAS. The Avolve Learning Center Solution provides on-demand web-based training for staff. Staff can watch tutorials on specific items, learn at their own pace and level of expertise in the system. Access to modify reports will allow better tracking of internal procedures, performance measures for the annual budget and more data to utilize in the annual Permit Center update.

CEQA CONSIDERATION:

Not a Project. The City of Salinas has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378).

STRATEGIC PLAN INITIATIVE:

This Renewal and corresponding Services Agreements furthers the City Council's 2023-2025 strategic goals of Economic Development and Housing/Affordable Housing. The Avolve electronic plan review software will continue to offer a streamlined and efficient process for both residential and commercial permits which supports businesses to obtain important construction permits in a timely manner.

DEPARTMENTAL COORDINATION:

The Community Development, Public Works, and Fire Departments utilize ProjectDox for building permit plan review. Information Technology Division supports Project Dox and Trakit database integration.

FISCAL AND SUSTAINABILITY IMPACT:

There is no fiscal impact to the General Fund. Funding is available and appropriated in Capital Improvement Program 5800.9093. The Permit Systems & Technology Upgrade is funded by the 5% technology fee collected as part of building permit fees.

ATTACHMENTS:

1. Resolution Authorizing Year Three ePlan Renewal and Services Agreements
2. 2021 Executed Avolve Service Agreement
3. Year Three Consultant Quote and Statement of Work (August 14, 2023)
4. SolarAPP+ Implementation Professional Services Agreement
5. Assurance Services Pricing Agreement

RESOLUTION NO. _____ (N.C.S.)

A RESOLUTION AUTHORIZING THE CITY MANAGER OR DESIGNEE TO NEGOTIATE AND EXECUTE A YEAR THREE PROJECTDOX EPLAN RENEWAL AND CORRESPONDING SERVICES AGREEMENTS WITH AVOLVE SOFTWARE, INC. FOR AN AMOUNT NOT TO EXCEED \$138,000

WHEREAS, on June 22, 2021, the City of Salinas entered into a Services Agreement with Avolve Software Inc., the developer of OAS and ProjectDox software (Resolution No. 22140 (N.C.S.)) to manage the development and implementation of electronic application and plan review software; and

WHEREAS, under State Assembly Bill 2234, a public agency must require permits to be applied for, completed, and stored through a process on its internet website no later than January 1, 2024.

WHEREAS, electronic plan review provides greater efficiency by streamlining processes and creating a digital one-stop review of building permit applications; and

WHEREAS, the 2021 Services Agreement included nine milestones for each phase of program development and launch, and year two, and year three renewal for services; and

WHEREAS, the costs associated with the Year Three Renewal and corresponding Service Agreements will be fully recouped with collected building permit fees from the Capital Improvement Program 9093, Permit Systems & Technology Upgrade; and

WHEREAS, the City of Salinas has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378).

NOW, THEREFORE, BE IT RESOLVED, the Salinas City Council authorizes the City Manager or designee to negotiate and execute a Year Three ProjectDox ePlan Renewal and corresponding Service Agreements with Avolve Software, Inc. for an amount not to exceed \$138,000 through December 2024.

PASSED AND APPROVED this 14th day of November 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Kimbley Craig, Mayor

ATTEST:

Patricia M. Barajas, City Clerk



AVOLVE SOFTWARE CORPORATION Software as a Services Agreement

This agreement ("Agreement") is made this June 22, 2021 ("Effective Date") by and between Avolve Software Corporation, a Delaware corporation with offices at 4835 E. Cactus Road, Suite 420, Scottsdale, Arizona 85254, United States of America, ("Avolve" or "Services Provider") and City of Salinas ("Customer").

WHEREAS Avolve offers remotely hosted subscription, software-as-a-service access (on hardware owned or operated on behalf of Avolve by a third party hosting service provider such as Microsoft Corporation) to Avolve's software (collectively, such hosted electronic plan review and project information management, collaboration and review system, including all software applications, application program interfaces, modules, databases, hardware, infrastructure, documentation and system administration, management and monitoring activities that Avolve provides for the software shall be referred to herein as the "Avolve SAAS Solution");

WHEREAS Avolve provides professional services ("Professional Services") to assist customers with among other things, implementation of the Avolve SAAS Solution and training;

WHEREAS the Customer desires to purchase use rights for the Avolve SAAS Solution and related Professional Services (the "Initial Purchase") from Avolve and, pay for such purchases either directly or pursuant to an agreement between the Customer and a third party financing source reasonably acceptable to Avolve (the "Financing Company"); and

WHEREAS Avolve and Customer now desire to provide the terms and conditions under which Avolve will provide the Initial Purchase to Customer, as well provide the terms and conditions for the Customer to purchase other Professional Services from Avolve, with or without the assistance of Financing Company or another paying agent;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Avolve and Customer agree as follows.

SECTION A. – AVOLVE SAAS SOLUTION

1. Avolve SAAS Solution.
 - a. Use Rights. Subject to Customer's compliance with all the terms and conditions of this Agreement, Avolve grants to Customer a non-exclusive, non-transferable, non-sublicensable right during the subscription term ("Subscription Term") identified in the Implementation SOW (attached hereto as Exhibit 2) to permit Users to use the Avolve SAAS Solution identified in the Implementation SOW for Customer's internal business operations, solely for the specific Business Unit(s) as further set forth in the Implementation SOW. Should Customer desire to reorganize any such Business Unit, it shall provide Avolve written notice as soon as possible following the determination of reorganization, so that Avolve may review the planned reorganization to determine if it is consistent with the Business Unit limitation in this use rights grant and, if not, what additional fees will be required due to Customer's reorganization to include additional Business Units. As used in this Agreement, "User" means authorized Customer employees and third parties that require access to the Avolve SAAS Solution in connection with the Customer's internal business operations, such as the Customer's administrators, contractors, reviewers, and applicants. There may be different types/levels of Users for the Avolve SAAS Solution, such as administrator Users, if so identified in the Implementation SOW.
 - b. Storage. The Avolve SAAS Solution will include for the initial Subscription Term the amount of storage set forth in the Implementation SOW. Customer acknowledges that should Customer exceed the included storage limits after Avolve has sent notice to Customer in accordance with Avolve's then-current standard storage limits and data backup practices (available upon request), additional charges will be incurred by Customer. Avolve shall invoice Customer for any such additional incurred charges, and Customer shall pay such invoices, in accordance with Section C of this Agreement. Avolve may, in



its sole discretion, modify the amount of standard storage included at no additional charge with the Avolve SAAS Solution, with such modification to become effective upon the effective date of any renewal term provided that Avolve provides Customer written notice of such modification at least ninety days in advance of the expiration of the then-current Subscription Term.

- c. Restrictions on Use. Customer will not, and will ensure that its Users do not: (i) except as expressly stated herein, copy, reproduce, distribute, republish, download, display, host or transmit in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means, any part of Avolve SAAS Solution or any other Avolve materials; (ii) use the Avolve SAAS Solution or any other Avolve materials to provide services to third parties (e.g., business process outsourcing, service bureau applications or third party training); (iii) assign, sublicense, sell, lease, loan, resell, sublicense or otherwise distribute or transfer or convey the Avolve SAAS Solution or any other Avolve materials, or pledge as security or otherwise encumber Customer's rights under this Agreement; (iv) make any use of or perform any acts with respect to the Avolve SAAS Solution or any other Avolve materials other than as expressly permitted in accordance with the terms of this Agreement; or (v) use the Avolve SAAS Solution components other than those specifically identified in the Implementation SOW and then only as part of Avolve SAAS Solution as a whole, even if it is also technically possible for Customer to access other Avolve SAAS Solution components; or (vi) modify, further develop or create any derivative works of, disassemble, decompile, reverse engineer or otherwise attempt to obtain or perceive the source code from which any part of Avolve SAAS Solution is compiled or interpreted, or access or use Avolve SAAS Solution in order to build a similar or competitive product or service; (vii) allow use of the Avolve SAAS Solution or any other Avolve materials by anyone other than authorized Users; (viii) publish any results of benchmark tests run on Avolve SAAS Solution; (ix) unless otherwise expressly authorized in writing by Avolve, use the Avolve SAAS Solution in connection with any software product or tools, or any other software as a service not provided by Avolve; and (x) input, upload, transmit or otherwise provide to or through Avolve SAAS Solution or any systems used by Avolve anything that is unlawful, injurious, or contains, transmits or activates any harmful code. Customer acknowledges that nothing herein will be construed to grant Customer any right to obtain or use the source code from which Avolve SAAS Solution is delivered. Customer shall not tamper with or attempt to disable any security device or protection used by Avolve SAAS Solution or any other Avolve materials, nor shall Customer damage, destroy, disrupt or otherwise impede or harm in any manner the Avolve SAAS Solution or any systems used by Avolve. Customer agrees to take all commercially reasonable steps to ensure that Users abide by the terms of this Agreement and expressly agrees to indemnify Avolve, its officers, employees, agents and subcontractors from and against all claims, liabilities, losses, damages and costs (including reasonable attorney fees) suffered by Avolve arising from a breach by the User of the conditions of this Agreement.
- d. High-Risk Activities. The Avolve SAAS Solution is not fault-tolerant and is not designed, manufactured, or intended for use or resale as online control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines or weapons systems, in which the failure of the Avolve SAAS Solution or derived binaries could lead directly to death, personal injury, or severe physical or environmental damage. The Avolve SAAS Solution is also not designed or intended for use with Federal Tax Information (FTI) as defined in the Internal Revenue Service Publication 1075 (IRS 1075) or criminal justice information ("CJI"), such as fingerprint records and criminal histories. Customer shall not use the Avolve SAAS Solution for any of these high-risk activities, including without limitation transmitting, storing or otherwise processing any FTI or CJI with the Avolve SAAS Solution.
- e. Project Administrator. Customer agrees, if not already designed in the Implementation SOW, to promptly designate in writing one person to be the Customer's point person responsible for all communications with Avolve (the Customer's "Project Administrator"). The Project Administrator is responsible for project administration duties as documented in the Avolve systems guides, statements



of work, and documentation (collectively, the "Documentation"), as provided for time to time by Avolve to Customer.

- f. Customer Connection. During the Term, the Customer is responsible for obtaining and maintaining connection to the Avolve SAAS Solution, including the Internet connection. Avolve shall not be responsible for any inadequacy or lack of functionality of Customer's connection to the Avolve SAAS Solution or the inability of the Customer's computer, telecommunications provider, or other equipment and capabilities to access or use the Avolve SAAS Solution.
- g. Third Party Service Providers and Components. Notwithstanding anything to the contrary in this Agreement or any other documents between Avolve and Customer, Customer acknowledges and agrees as follows.
1. The Avolve SAAS Solution and its component parts are protected by copyright and other propriety rights of Avolve and one or more third party software vendors (including Oracle and Open Text Corporation ("OTC") (all such third party vendors, including without limitation Oracle and OTC, shall be referred to herein as "third party vendors" or "third party software vendors"). Customer may be held directly responsible by such third party vendors for acts relating to the Avolve SAAS Solution component parts that are not authorized by this Agreement. Customer's use of such third party software is limited to only in conjunction with Avolve SAAS Solution and Customer acknowledges that it is not allowed to modify such third party software or use it independent from Avolve SAAS Solution. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CUSTOMER WAIVES, AND WILL CAUSE ITS USERS TO WAIVE, ALL CLAIMS AND CAUSES OF ACTION AGAINST SUCH THIRD PARTY SOFTWARE VENDORS THAT ARISE UNDER THIS AGREEMENT.
 2. If Customer purchases from Avolve hosting of the Avolve SAAS Solution on the Microsoft® Windows Azure™ platform, the terms and conditions for such cloud services as such may be updated by Microsoft Corporation from time to time, are found online on at <https://www.microsoft.com/licensing/docs/customeragreement>. Customer should review the documents available on this website carefully to be sure that Customer reviews the appropriate customer agreement. If Customer has purchased Microsoft Cloud for US Government, review the customer agreement for Microsoft Cloud for US Government. If Customer is purchasing commercial access, the customer agreement for commercial access for the United States applies. Upon Customer's request, Avolve will provide Customer with assistance on finding and/or a copy of the appropriate Microsoft customer agreement. Customer acknowledges and agrees THAT (A) THE HOSTED SERVICES WILL BE PERFORMED SOLELY AND EXCLUSIVELY SUBJECT TO THE APPLICABLE MICROSOFT CORPORATION'S CUSTOMER AGREEMENT (the "Microsoft Customer Agreement) , (B) THAT AVOLVE DOES NOT GUARANTY MICROSOFT CORPORATION'S OBLIGATIONS PURSUANT TO THE MICROSOFT CUSTOMER AGREEMENT, AND (C) NOR CAN AVOLVE GRANT ANY WARRANTIES OR ADDITIONAL TERMS TO THE CUSTOMER AS TO THE HOSTED SERVICES UNDER THIS AGREEMENT. THE HOSTED SERVICES ARE SOLELY GOVERNED BY THE MICROSOFT CUSTOMER AGREEMENT, TO WHICH AVOVLE IS NOT A PARTY. Microsoft Corporation makes certain service level commitments to its customers, which are available online in the Microsoft Corporation's SLAs at <https://azure.microsoft.com/en-us/support/legal/sla/summary/>. If Customer desires to make a claim under the Microsoft Corporation SLAs, Customer shall submit the claim through Avolve. Avolve will escalate the claim to Microsoft Corporation for review. If Microsoft Corporation determines that a credit is due, Avolve will credit



Customer the amount Microsoft Corporation has paid to Avolve for the SLA credit promptly after receiving the credit from Microsoft Corporation.

- h. Compatibility Updates. Avolve will make commercially reasonable efforts to update the Avolve SAAS Solution, if and as required, to cause it to operate under new versions or releases of current operating systems and internet browsers, within fifteen (15) months of general availability.
- i. Passwords, Access. Customer may designate and add Users and shall provide and assign unique passwords and user names to each authorized User pursuant to Avolve's then-current protocols. At Avolve's discretion, Users may be added either by Avolve or directly by Customer. Customer shall ensure that multiple Users do not share a password or user name. Customer further acknowledges and agrees that it is prohibited from sharing passwords and/or user names with unauthorized users. Customer will be responsible for the confidentiality and use of its Users passwords and user names. Avolve will act as though any electronic communications it receives under such passwords, user names, and/or account numbers have been sent by Customer. Customer agrees to immediately notify Avolve if it becomes aware of any loss or theft or unauthorized use of any of passwords, user names, and/or account numbers. Customer agrees not to access Avolve Cloud by any means other than through the interfaces that are provided by Avolve.
- j. Transmission Of Data. Customer understands that the technical processing and transmission of Customer Data is necessary to use of the Avolve SAAS Solution, and consent to Avolve's interception and storage of Customer Data. Customer understands that its Users or Avolve may be transmitting Customer Data over the Internet, and over various networks, only part of which may be owned by Avolve. Avolve is not responsible for any portions of Customer Data that are lost, altered, intercepted or stored without authorization during the transmission of Customer Data across networks not owned by Avolve.
- k. Customer Responsibilities. Customer will (a) be responsible for Users' compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of Customer Data and the means by which it acquired Customer Data, (c) be responsible for cooperating and assisting Avolve as reasonably requested by Avolve to facilitate performance of its obligations and exercising of its rights under this Agreement, (d) use the Avolve SAAS Solution and any other materials provided by Avolve only in accordance with the Documentation and applicable laws and government regulations, including complying with all applicable legal requirements regarding privacy and data protection so as to not violate the intellectual property, privacy or any other rights of any third parties, and (e) use commercially reasonable efforts to prevent any security breach, including any unauthorized access to or use of the Avolve SAAS Solution. Should Customer become aware of any actual or threatened security breach, Customer shall promptly notify Avolve and take all reasonable and lawful measures within its control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Avolve SAAS Solution). Customer shall provide sufficient notice to, and obtain sufficient consent from, its Users and any other party providing personal data to Avolve and its suppliers (including the Microsoft Corporation) to permit the processing of data by Avolve and its supplier, and their respective affiliates, subsidiaries, and service providers solely to the extent such processing of data is expressly allowed for under this Agreement, including for the purpose of disclosing it to law enforcement or other governmental authorities as directed by Avolve solely to the extent Avolve is required to do so by law, or otherwise mutually agreed to in writing by the parties.
- l. Data Backup. The Avolve SAAS Solution is programmed to perform data backups of Customer Data stored within the Avolve SAAS Solution in accordance with Avolve's then-current standard storage limits and data backup practices (available upon request). Additional data backups may be purchased for an additional fee from Avolve and such additional data backup services shall be documented in an SOW pursuant to Section B of this Agreement. In the event of any loss, destruction, damage or



corruption of Customer Data caused by Avolve or the Avolve SAAS Solution, Avolve, as its sole obligation and liability and as Customer's sole remedy, will use commercially reasonable efforts to restore Customer Data from Avolve's most current backup of Customer Data.

- m. Ownership. Customer acknowledges and agrees that Avolve owns all right, title, and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the Avolve SAAS Solution and any suggestions, enhancements requests, feedback, recommendations or other information provided by Customer or any of its Users related to the Avolve SAAS Solution. Customer's use rights to the Avolve SAAS Solution and the related materials supplied by Avolve pursuant to this Agreement are strictly limited to the right to use the proprietary rights in accordance with the terms of this Agreement. No right of ownership, expressed or implied, is granted under this Agreement.
2. Security. The security, privacy and data protection commitments set forth in this Agreement only apply to products and services provided by Avolve directly to Customer and do not include any products or services resold by Avolve hereunder, including any hosting services provided by Microsoft Corporation pursuant to the Customer's Microsoft Customer Agreement.
 - a. Security Program. Avolve has implemented and maintains an information security program that incorporates administrative, technical, and physical safeguards designed to protect the security, confidentiality, and integrity of the Customer Data provided by Customer and its Users to Avolve in accordance with this Agreement.
 - b. Annual Audit. Avolve will use commercially reasonable efforts to conduct an annual security audit of Avolve using an independent third party selected by Avolve. Upon the Customer's written request, a copy of the final report from any such audit shall be promptly provided the Customer. The Customer agrees that any such reports or other information provided to Customer concerning any audit shall be the Confidential Information of Avolve.
 - c. Security Breach. Avolve will notify Customer promptly and in no event later than one (1) business day following Avolve's discovery of a Data Security Breach (defined below) and shall (i) undertake a reasonable investigation of the reasons for and the circumstances surrounding such Data Security Breach and (ii) reasonably cooperate with Customer in connection with such investigation, including by providing Customer with an initial summary of the results of Avolve's investigation as soon as possible, but in all cases within two (2) business days after the date Avolve discovered or reasonably suspected a Data Security Breach, and then regular updates on the investigation as it progresses; (iii) not make any public announcements relating to such Data Security Breach without Customer's prior written approval, which shall not be unreasonably withheld; (iv) use commercially reasonable efforts to take all necessary and appropriate corrective action reasonably possible on Avolve's part designed to prevent a recurrence of such Data Security Breach; (v) collect and preserve evidence concerning the discovery, cause, vulnerability, remedial actions and impact related to such Data Security Breach, which shall meet reasonable expectations of forensic admissibility; and (vi) at Avolve's cost and only if required by law when the Data Security Breach is due directly and solely due to Avolve's breach of this Agreement, provide notice to individuals or entities whose Confidential Information was or may have been affected in a manner and format specified by Customer. In the event of any Data Security Breach is caused by Avolve, Customer shall have, in addition to all other rights and remedies available under this Agreement, law and equity, the right to terminate the Agreement upon thirty (30) days prior written notice. For purposes of this Agreement, the term "Data Security Breach" shall mean any of the following occurring in connection with Customer Data in connection with Customer's and its Users' authorized use of the Avolve SAAS Solution: (a) the loss or misuse of Customer Data; and (b) disclosure to, or acquisition, access or use by, any person not authorized to receive Customer Data, other than in circumstances in which the disclosure, acquisition, access or use is made in good faith and within the course and scope of the employment with Avolve or other professional relationship with Avolve and does not result in any further unauthorized disclosure, acquisition, access or use of Customer Data.



- d. Signatures. The parties shall use electronic signatures for all agreements unless otherwise prohibited by law. Prior to any public disclosure of any document containing a signature, the signature shall be redacted by the disclosing party in a manner which renders it illegible and unable to be copied.
3. Suspension Right. Avolve reserves the right to include disabling devices in the service and software provided under this Agreement and to use such disabling devices to suspend access and/or use when any payment is overdue or when Avolve believes that Users are using the Avolve SAAS Solution and/or any other materials or services provided by Avolve hereunder not in accordance with the Documentation, this Agreement and/or applicable laws and government regulations. In addition, if Customer is using Microsoft Corporation for hosting services, Microsoft Corporation may terminate or suspend Customer's hosting services in accordance with the Customer's Microsoft Customer Agreement and, should this happen, Customer will not be able to access the Avolve SAAS Solution. Customer agrees that Avolve shall not be liable to Customer, Users or to any third party for any suspension or inability to access the Avolve SAAS Solution pursuant to this Section A(3). If suspended for failure to pay, upon payment in full of all amounts overdue (including any interest owed), Customer may request the reactivation of its account. Avolve shall reactivate promptly after receiving in advance all applicable reactivation fees, provided that Avolve has not already terminated this Agreement.
4. Ownership and Disposition of Customer Owned Data, Hosting Location. "Customer Data" refers to the data provided by the Customer that resides in the Customer's Avolve SAAS Solution environment, including any plan review, project drawings and associated project documents. Customer shall own all Customer Data that may reside within Contractor's hosting environment, to include Disaster recovery site, equipment and media. Contractor is granted no rights hereunder to use the Customer Data except to the extent necessary to fulfill its obligations to Customer under this Agreement. Unless approved in writing by Customer, Avolve shall host the Avolve SAAS Solution provided to Customer hereunder from a data center located within the United States. Upon termination or expiration of Customer's right to use the Avolve SAAS Solution for any reason other than Customer's uncured material breach, for the first thirty (30) calendar days following termination or expiration, Customer may request in writing that Avolve provide a copy of Customer's then-current Customer Data and, for no additional cost, Avolve shall provide a copy in a mutually agreed upon format on media supplied by the Customer. If the parties are unable to mutually agree upon the format or the media supplied by Customer is not acceptable to Avolve, Avolve will use commercially reasonable efforts to still provide a copy of the Customer Data but Avolve may charge a reasonable professional services fee for increased costs incurred. After this time period has expired, Avolve has no further obligation to retain the Customer Data and shall use commercially reasonable efforts to promptly delete all Customer Data from the Avolve SAAS Solution.
5. Verification. Avolve shall be permitted to audit (at least once annually and in accordance with Avolve standard procedures, which may include on-site and/or remote audit) the usage of the Avolve SAAS Solution and any other materials provided by Avolve to Customer. Customer shall cooperate reasonably in the conduct of such audits. In the event an audit reveals that (i) Customer underpaid fees to Avolve and/or (ii) that Customer has used in excess of the use rights granted herein, Customer shall pay such underpaid fees for such excess usage. Reasonable costs of Avolve's audit shall be paid by Customer if the audit results indicate usage in excess of the authorized quantities or levels. Avolve reserves all rights at law and equity with respect to both Customer's underpayment of fees and usage in excess of the authorized quantities or levels.

SECTION B. – PROFESSIONAL SERVICES AND SOWS

1. Statements of Work. From time-to-time during the Term of this Agreement, the parties may enter into statements-of-work (each being an "SOW") for Avolve SAAS Solution use rights (including additional storage) and/or Professional Services on terms mutually agreed in writing between the parties in the SOW, including, without limitation, scope of services, expected deliverables, milestone dates, acceptance procedures and criteria, fees and other such matters. No SOW shall be binding until executed by both parties. Each SOW will be incorporated into and subject to this Agreement. In the case of any conflict between the SOW and this Agreement, this Agreement shall control unless the SOW specifically states otherwise.



SECTION C. – GENERAL TERMS AND CONDITIONS

1. Fees.

- a. Implementation SOW and Additional Storage Fees. The Implementation SOW includes the Avolve SAAS Solution subscription fees, as well as the training and implementation professional services; which, unless set forth otherwise in the Implementation SOW, shall be invoiced by Avolve in full, in advance on the Effective Date. Additional storage fees shall be as set forth in the then-current standard storage limits and data backup practices document, a copy of which is available from Avolve upon request. Additional storage fees will be invoiced in accordance with the then-current standard storage limits and data backup practices document.
- b. Other SOWs. Any SOWs that Avolve and the Customer may execute from time to time during the Term of this Agreement shall include within them the applicable fees, including whether the Avolve SAAS Solution subscription fees and/or Professional Services fees are being paid by Customer through Financing Company, by Customer through another paying agent, or by Customer directly to Avolve. Unless otherwise specified in the SOW, Professional Services fees will be invoiced as the Professional Services are delivered and Avolve SAAS Solution subscription fees will be invoiced yearly, in advance, in full at the time the SOW is executed.
- c. General Terms. Unless set forth otherwise in an SOW, payment on all invoiced amounts shall be due thirty (30) days from receipt of invoice, with past due amounts accruing interest at the rate of the lesser of either 18% per annum or the maximum amount as allowed by law.

Avolve will invoice for the Avolve SAAS Solution subscription fees yearly, in advance, with the first invoice being issued on the Effective Date of this Agreement. The Customer agrees to pay all invoiced subscription fees net thirty (30) days from receipt of invoice, with past due amounts accruing interest at the rate of the lesser of either 18% per annum or the maximum amount as allowed by law. All fees are due in advance, irrevocable and non-refundable (except as expressly set forth otherwise in this Agreement). Customer agrees to provide Avolve with complete and accurate billing and contact information.

2. Taxes. Fees and other charges described in this Agreement do not include federal, state or local sales, foreign withholding, use, property, excise, service, or similar transaction taxes ("Tax(es)") now or hereafter levied, all of which shall be for Customer's account. Any applicable direct pay permits or valid tax-exempt certificates must be provided to Avolve prior to the execution of this Agreement. If Avolve is required to pay Taxes, Customer shall reimburse Avolve for such amounts.
3. Term. Except if terminated earlier in accordance with this Section C(3), this Agreement shall commence on the Effective Date and shall continue for the longer of either (a) the expiration of the Subscription Term for the Avolve SAAS Solution or (b) the completion of all Professional Services under all SOWs. Except as otherwise provided in any SOW, UPON THE EXPIRATION OF THE INITIAL TERM, THE SUBSCRIPTION TERM SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE RENEWAL TERMS EACH EQUAL TO TWELVE (12) MONTHS, AT AVOLVE'S THEN CURRENT FEES FOR CUSTOMER'S THEN CURRENT USAGE, UNLESS EITHER PARTY PROVIDES NOTICE OF NON-RENEWAL AS SET FORTH IN THIS SECTION C(3). Avolve will provide notice of non-renewal or a notice of the fees due for each Renewal Term at least sixty (60) days prior to the commencement of the Renewal Term. If a notice of fees is provided, it will be in the form of an invoice. Customer acknowledges that it is its responsibility to provide a current email address to Avolve and to monitor such address for such notices. Customer may elect not to renew a Subscription Term by providing notice to Avolve at least thirty (30) days prior to the commencement of the Renewal Term.
4. Termination. In addition to any termination rights that may be set forth in a specific SOW, either party may terminate this Agreement immediately upon written notice in the event that the other party materially breaches this Agreement and thereafter has failed to cure such material breach (or commenced diligent efforts to cure



such breach that are reasonably acceptable to the terminating party) within thirty (30) days after receiving written notice thereof. Without prejudice to either party's rights to terminate set forth in the prior sentence, if Customer has purchased from Avolve hosting of the Avolve SAAS Solution on the Microsoft® Windows Azure™ platform, and Microsoft Corporation terminates the Customer's Microsoft Customer Agreement during a Subscription Term, Avolve and Customer shall act in good faith to determine a mutually acceptable replacement provider promptly upon receiving notice of Microsoft Corporation's intent to terminate the Customer's Microsoft Customer Agreement.

5. Force Majeure. Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.
6. Confidentiality. Each party shall use commercially reasonable efforts to hold confidential information ("Confidential Information") of the other in confidence. All Confidential Information (including but not limited to data) shall (i) remain the sole property of the disclosing party and (ii) be used by the receiving party only as authorized herein. Information will not be considered to be Confidential Information if (i) available to the public other than by a breach of this agreement; (ii) rightfully received from a third party not in breach of any obligation of confidentiality, (iii) independently developed by or for a party without access to Confidential Information of the other; (iv) lawfully known to the receiving party at the time of disclosure, (v) produced in compliance with applicable law, securities reporting requirement or a government or court order, provided the other party is given notice and an opportunity to intervene; or (vi) it does not constitute a trade secret and more than three (3) years have elapsed from the date of disclosure. If Avolve receives a request for Customer Data (either directly or as redirected to Avolve by the Microsoft Corporation), then Avolve shall redirect the law enforcement agency to request that data directly from Customer. If compelled to disclose Customer Data to law enforcement, then Avolve shall promptly notify Customer and provide a copy of the demand, unless legally prohibited from doing so. To the extent required by law, Customer shall notify individual Users that their data may be processed for the purpose of disclosing it to law enforcement of other governmental authorities as directed by Avolve, and shall obtain the User's consent to the same.
7. Indemnification; Limitation of Liability.
 - a. Indemnification. If a third party makes a claim against the Customer that any Customer's use of the Avolve SAAS Solution in accordance with the terms of this Agreement infringes such third party's intellectual property rights, Avolve, at its sole cost and expense, will defend Customer against the claim and indemnify Customer from the damages, losses, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Avolve, provided that Customer: (i) notifies Avolve promptly in writing of the claim; (ii) gives Avolve sole control of the defense and any settlement negotiations; and (iii) Avolve shall be solely responsible for the defense of such claim but Avolve's obligation to defend shall be contingent upon Customer providing all reasonable requested assistance in such defense. If Avolve believes or it is determined that the Avolve SAAS Solution has violated a third party's intellectual property rights, Avolve may choose to either modify the Avolve SAAS Solution to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Avolve may terminate Customer's use rights and refund any unused, prepaid fees Customer may have paid to Avolve. Avolve will not indemnify the Customer to the extent that the alleged infringement arises from (1) the combination, operation, or use of the Avolve SAAS Solution with products, services, information, materials, technologies, business methods or processes not furnished by Avolve; (2) modifications to the Avolve SAAS Solution, which modifications are not made by Avolve; (3) failure to use updates to the Avolve SAAS Solution provided by Avolve; or (4) use of Avolve SAAS Solution except in accordance with any applicable Documentation or specifications. This section provides THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF AVOLVE AND ITS LICENSORS TO



CUSTOMER, AND IS CUSTOMER'S SOLE REMEDY, WITH RESPECT TO THE INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS.

Limitation of Liability. In no event will Avolve be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with this agreement, including without limitation use of the Avolve SAAS Solution and the provision of the Professional Services. Except for direct damages and expenses associated with Avolve's obligation to indemnify Customer pursuant to Section C (7) (a), Avolve's aggregate, cumulative liability for damages and expenses arising out of this Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to two times the amount of fees received by Avolve under this Agreement (which fees may have been received by Avolve from Financing Company or directly from Customer). Such fees reflect and are set in reliance upon this limitation of liability. The limited remedies set forth in this Agreement shall apply notwithstanding the failure of their essential purpose.

- b. Insurance. Avolve shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in Exhibit 2 hereto.

8. Support; Warranties.

- a. Support. During the Customer's Subscription Term, at no additional cost to the Customer, Avolve shall provide the Avolve SAAS Solution in accordance with Avolve's Service Level Agreement (attached hereto as Exhibit 1).
- b. Warranties. Customer warrants and covenants that it owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by Avolve and processed in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any intellectual property rights, or any privacy or other rights of any third party or violate any applicable laws or and government regulations, including but not limited to all foreign, United States federal and United States state recording laws. If Customer is purchasing from Avolve resold rights to Microsoft Cloud for US Government, Customer further warrants that it is one of the following: (i) a bureau, office, agency, department or other entity of the United States Government; (ii) any agency of a state or local government in the United States; (iii) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; or (iv) a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the US Department of Interior by virtue of its status as an Indian tribe.
- c. Disclaimer. Avolve AND ITS SUPPLIERS AND LICENSORS DISCLAIM ALL OTHER WARRANTIES STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTY IS GIVEN AS TO ACCURACY, ERROR-FREE OR UNINTERRUPTED SERVICE. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES, ANY AVOLVE MATERIALS, THE AVOLVE SAAS SOLUTION OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR ITS PURPOSES. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. Avolve makes no warranties or conditions as to any services or products distributed under a third-party name, copyright, trademark or trade name that may be offered with or incorporated with the Avolve SAAS Solution or Professional Services provided by Avolve hereunder (such as the Microsoft hosting services). To the maximum extent permitted by law, Avolve will have no liability in connection with the third-party services or products.



9. **Notices:** Any notices being given by this Agreement shall be in writing and shall be effective if delivered personally, sent by prepaid courier service, sent by prepaid mail, or sent by facsimile or electronic communication (confirmed on the same or following day by prepaid mail). All correspondence shall be addressed to the parties as follows:

If to Avolve:

Mr. Jay Mayne

CFO

Avolve Software Corporation

4835 E. Cactus Rd., Suite 420

Scottsdale, AZ 85254

If to Customer:

Megan Hunter

Community Development Director

City of Salinas

65 W. Alisal Street

Salinas, CA 93901

With a copy to:

City Attorney

City of Salinas

200 Lincoln Avenue

Salinas, CA 93901

10. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of Customer's state of domicile.
11. **Entire Agreement.** This Agreement, together with any SOWs, constitutes the entire agreement and understanding between the parties and supersedes any prior agreements, representation, or understandings, whether oral or written, relating to the services provided hereunder.
12. **Severability.** Should any court of competent jurisdiction declare any term of this Agreement void or unenforceable, such declaration shall have no effect on the remaining terms hereof.
13. **Assignment.** These services and any other information or rights provided by Avolve, may not be sold, leased, assigned, sublicensed or otherwise transferred in whole or in part. Customer may not assign this Agreement or the benefits there from in whole or in part without the prior written consent of Avolve, which consent shall not be unreasonably withheld. Any assignment made in conflict with this provision shall be voidable at the option of Avolve.
14. **Independent Contractor.** Avolve is an independent contractor and not an employee of the Customer. Any personnel performing services under this Agreement on behalf of Avolve shall at all times be under Avolve's exclusive direction and control. Avolve shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. Avolve shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and worker's compensation insurance.
15. **Amendment.** This Agreement may only be modified by written amendment signed by authorized representatives of both parties.
16. **Hierarchy.** The following order of precedence shall be applied in the event of conflict or inconsistency between provisions of the components of this Agreement: (i) this Agreement and (ii) the applicable Avolve Support SLA or SOW. Notwithstanding the foregoing, if any part of the Avolve Support SLA or SOW expressly states that it shall control over the Agreement, it shall so control.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

Avolve Software Corporation

DocuSigned by:

By: Jay Mayne
0C271D44187F419...

Name: Jay Mayne

Title: CFO

Date: 6/29/2021 | 12:51 PM PDT

CITY OF SALINAS

DocuSigned by:

By: Kimbley Craig
E554E94F4CE64C8...

Name: Kimbley Craig

Title: Mayor

Date: 6/29/2021 | 5:46 PM PDT



EXHIBIT 1 – SERVICES SERVICE LEVEL AGREEMENT (SLA) SUPPORT PROCESS AND SERVICE LEVEL AGREEMENT

Avolve’s current support process and service level commitments (“Support”) are defined below.

Support Portal. Avolve provides Support through its Support Portal (<https://support.avolvesoftware.com>). All issues can be logged using the portal or through an on-call support number. Customer personnel receive Support Portal login credentials promptly following purchase of rights to use the Avolve SAAS Solution. After a login is received, the Customer may enter, track, update, and report on trouble ticket, as well as communicate with Avolve helpdesk staff via phone, email, web meeting, and/or ticket notes. Help, FAQs, Documentation, and a Knowledge-base are also available at the Avolve support portal.

Support Hours. 8 AM – 5 PM MST.

Planned Downtime. Avolve or its third-party agent may render the Avolve SAAS Solution unavailable in order to perform upgrades, updates, patches, enhancements and routine maintenance activities, so long as the Avolve SAAS Solution is only unavailable to Customer and its Customer Users outside of the hours of 8 AM through 5 PM Mountain Standard Time on business days during the Subscription Term. Avolve shall provide no less than five (5) days advance notice to Customer of any planned downtime. Customer acknowledges that in the case of emergencies, Avolve or its third-party agents may render the Avolve SAAS Solution unavailable in order to address the emergency. In such situations, if reasonably feasible, Avolve will provide notice to Customer in advance of rendering the Avolve SAAS Solution unavailable or, if not reasonably feasible, notice to Customer promptly following the rendering of the Avolve SAAS Solution unavailable. Customer understands and agrees that Avolve shall not be liable for any such interruption in access to the Avolve SAAS Solution for downtime occurring pursuant to this paragraph (collectively, referred to herein as “Planned Downtime”).

On-Site Emergency Support. Customer may request on-site emergency operational support services as a separate and distinct billable service. In such cases and at its discretion, Avolve will dispatch appropriate technical staff to deliver on-site technical services.

Problem Determination and Resolution. Avolve resources are allocated to resolve reported problems based on the severity level as described in the following table. Avolve uses commercially reasonable efforts to provide a prompt acknowledgement, acceptable resolution, workaround, or a plan for the provision of a resolution or acceptable workaround in the timeframe set forth below:

Severity Level	Definition	Response Time	Resolution Commitment
System Down	An error that causes a <u>catastrophic</u> failure substantially impacting Customer’s business.	1 Hour	<p>The Level 1 Support Engineer will try to resolve the issue within 15 – 30 minutes. If it requires further investigation and longer resolution time, it is escalated to the Level 2 or 3 Support Engineer during business or non-business hours. Status updates will be provided periodically, but no less than 4 hour intervals, on System Down tickets 24x7 until resolution.</p> <p>Infrastructure issues are often resolved quickly by service or system restart. Any potential system alerts will be promptly</p>



Severity Level	Definition	Response Time	Resolution Commitment
			addressed in an effort to avoid issues from occurring.
High	An error that causes Avolve product to fail without significant business impact. Causes a substantial reduction in performance.	24 Hours	The Level 1 Support Engineer will try to resolve the issue within 15 – 30 minutes. If it requires further investigation and longer resolution time, it is escalated to the Level 2 or 3 Support Engineer during business hours*. Status updates will be provided periodically on High Priority tickets during business hours* until resolution. If a work-around is provided, the original High Priority ticket will be closed and a new ticket will be created to track the progress for a permanent solution to the issue. Infrastructure issues are often resolved quickly by service or system restart. Any potential system alerts will be promptly addressed in an effort to avoid issues from occurring.
Medium	An error that causes only minor impact on use of the product.	72 Hours	Avolve and Customer will commit resources during normal business hours* for problem resolution.
Low	A service request for a new feature, additional documentation, or an explanation of product functionality.	5 Days	Avolve and Customer will commit resources during normal business hours* for problem resolution. Enhancement requests will be logged and sent to Avolve Development for review and possible incorporation into Avolve products.

*Normal Business Hours: 8:00 a.m. through 5:00 p.m., Monday through Friday (excluding standard holidays), Mountain Standard Time.

- **Response Time.** Once a problem has been reported, the Customer receives an acknowledgement by email, phone or the through the support portal. Avolve will begin the process of problem determination and resolution at this point. The time the ticket is submitted and the response time will be logged to ensure SLA is met.
- **Status Updates.** During the problem determination and resolution process, Customer may receive regular communications, via email, phone or the support portal, as to the status of the problem determination and resolution. All communications should be logged in Avolve's support system including date, time, and contact name. This helps Avolve and the customer determine the status and duration of the issue reported.
- **Resolution.** In response to the problem reported, Customer will receive, as appropriate, one of the following resolutions: an existing correction, a new correction, a viable workaround, or a plan on how the problem will be addressed.



- Severity Re-classification. If Customer determines that the severity of a previously reported issue should be re-classified or escalated, it should contact Avolve Support with request.

Unsupported Issues. Avolve does not cover under Support, and the SLA does not include, the following conditions (collectively, the "Unsupported Issues").

- Any Avolve SAAS Solution use not covered by an active support contract and/or not in compliance with a valid agreement with Avolve. Authorized users of the Avolve SAAS Solution are entitled to Support as part of their use fee.
- Any Avolve SAAS Solution that is altered or modified other than as approved in writing by Avolve.
- Software installed on any computer hardware/software configurations not supported by Avolve.
- Problems caused by misuse or misapplication of the Avolve SAAS Solution, including any anomalies and/or failures in test or production operating environments that impact the Avolve SAAS Solution and are determined to have their cause due to unwarranted Customer decisions, actions, system configuration/ modification, policies and/or procedures.
- Problems caused by Customer's custom application code authorized to be developed using Avolve APIs as set forth in the documentation accompanying such API and the Customer's Agreement.
- Problems caused by updates or upgrades of 3rd party applications that are integrated with Avolve products and/or services.
- Services required to implement any updates, upgrades or releases on Customer's network, as well as all other operational support issues, are not included with Avolve Support. Such additional services may be purchased for an additional fee.
- All Training programs, regardless of software version updates and/or upgrades.
- Operational Support including but not limited to: (a) Windows configuration issues; (b) SQL Database maintenance and or tuning; (c) VMWare tuning or configuration; (d) Firewall configuration; (e) Network performance; (f) End-User browser support; (g) User-modified and new workflows or eForms.
- Any other reasons set forth in the Customer's Agreement, including without limitation any down-time due to Microsoft Corporation.

Avolve, in its sole discretion, shall determine whether any of the foregoing exclusions are applicable to Customer. Any services provided for exclusions shall be paid by Customer at Avolve's then-current rates, as well as all travel and other expenses incurred by Avolve in providing such services.

Customer's Obligations for Operational Support. To facilitate clear and consistent communication and timely issue resolution, Customer shall designate up to two contact persons for technical support processes. These individuals are responsible for initiating support requests, communicating with Avolve technical support personnel, and monitoring the support process with Avolve. Timely Customer response to Avolve requests for information during issue resolution is a necessary pre-requisite to Avolve's providing Support. Avolve also requires remote access to the Customer system for the purpose of problem determination and analysis. Where reasonably necessary to provide Support, Customer shall provide Avolve's technical support personnel reasonable, remote access capabilities into Customer's systems. Upon Avolve's request, Customer will also provide reasonable supporting data to aid in the identification and resolution of the issue.



Service Level Commitment

Per Avolve's SaaS agreement, Avolve will use commercially reasonable efforts to make the Avolve SAAS Solution available. The Annual Uptime Percentage has 2 components: The infrastructure uptime, which is dependent on Microsoft's SLA; Avolve software, which is 99%, excluding Planned Downtime. In the event that Avolve does not meet this uptime commitment, Customer will be eligible to receive a service credit for 1% of the monthly fee for each one (1) hour of downtime during Customer's normal business hours, up to 50% of Customer's Pro-Rated Monthly Subscription Fee.

Definitions

- "Annual Uptime Percentage" is calculated by subtracting from 100% the percentage of 10-minute periods during a calendar month in which the Avolve SAAS Solutions was Unavailable to Customer.
- "Availability" means the ability to log into the Avolve SAAS Solution.
- "Claim" means a claim for a service credit Customer submits by opening a support case with Avolve, on the basis that the hosted Avolve SaaS Product infrastructure has been Unavailable to Customer during a service month.
- "Pro-Rated Monthly Subscription Fee" is calculated by dividing the Customer's applicable annual Avolve SAAS Solution subscription fee by twelve.
- "Unavailability" means the inability to log into the Avolve SAAS Solution.

Service Credit Requests

To receive a service credit, Customer must notify Avolve and submit a Claim within thirty (30) days from the incident that would be the basis for the claim. To be eligible, the Claim must include (a) the dates, times, description and duration of each incident experienced; and (b) the Customer's event logs or any other system telemetry that document the errors and corroborate the claimed Unavailability (any confidential or sensitive information should be removed). Failure to provide a timely Claim, which includes all the required information, will disqualify the Claim and Customer from receiving a service credit. If Avolve validates the Claim, then Avolve will promptly issue the service credit.

Service Credit Provisions

Service credits are Customer's sole and exclusive remedy for any failure of Avolve to provide the Avolve SAAS Solution in accordance with the terms of the Agreement. Service credits shall be a credit toward future services only and do not entitle Customer to any refund or other payment from Avolve. Service credits may not be transferred, applied to another account, exchanged for, or converted to monetary amounts.

The maximum service credits awarded with respect to Claims the Customer submits in any calendar month shall not, under any circumstance, exceed in the aggregate 50% of the Customer's Pro-Rated Monthly Subscription Fee for such month. Avolve will use all information reasonably available to it to validate Claims and make a good faith judgment on whether a service credit should be applied to the Claim.

SLA Exclusions

This SLA does not apply to any Availability or Unavailability of the Avolve SAAS Solution:

- During Planned Downtime;
- Caused by Unsupported Issues;



- Caused by factors outside of Avolve's control, including any force majeure event or interruption or impediment to Internet access or related problems;
- That result from Customer's equipment, software or other technology and/or third party equipment, software or other technology, including any third party hosting providers;
- That resulted from Planned Maintenance or associated to beta, evaluation, non-production systems, and trial services accounts;
- That result from any actions or inactions from Customer or any third party, including employees, Users, agents, contractors, or vendors, or anyone gaining access to the hosted Avolve SaaS Product infrastructure by means of Customer's (and its Users') passwords or equipment;
- Arising from Avolve's suspension and termination of Customer's right to use the hosted infrastructure in accordance with the Agreement; and
- That result from Avolve application software implementation errors caused by configuration, customization, installation, or human errors.
- Avolve, in its sole discretion, shall determine whether any of the foregoing exclusions are applicable to Customer. Avolve may, but is not obligated to, issue a Service Credit in Avolve's sole discretion where Customer's use of the Avolve SAAS Solution may be Unavailable due to factors other than expressly provided here in this SLA.



EXHIBIT A: CHANGE REQUEST FORM


		Avolve Software Change Request Form <i>City of Somewhere</i>	
/			
GENERAL INFORMATION			
Change Request # (CR)			
Project/City/County			
Requestor Name			
Description of Change	<i>[Enter a detailed description of the change being requested]</i>		
Date Submitted			
Priority	<input type="checkbox"/> Low	<input type="checkbox"/> Medium	<input type="checkbox"/> High <input type="checkbox"/> Required
Reason for Change Request	<i>[Enter a detailed description of why the change is being requested]</i>		
Project Artifacts Impacted	<i>[List other artifacts affected by this change]</i>		
Assumptions/Risks	<i>[Document assumptions or comments regarding the requested change]</i>		
Comments/Considerations	<i>[Enter additional comments]</i>		
Attachments/References			
ESTIMATES			
Total Estimated Development Hours	<i>[#hrs]</i>	<i>[Enter the hour impact of the requested change]</i>	
Total Estimated Development Duration	<i>[#dys]</i>	<i>[Enter the duration impact of the requested change]</i>	
Schedule Impact	<i>[WBS]</i>	<i>[Detail the impact this change may have on schedules]</i>	
Cost Impact	<i>[Cost]</i>	<i>[Detail the impact this change may have on cost]</i>	
Comments/Recommendations			
PM Approval Signature			
Date Signed			
IDS Approval Signature			
Date Signed			
CITY OF SOMEWHERE AUTHORIZATION			
Customer Approval Signature			
Date Signed			
Avolve Software 01/01/2015		Page 1 of 1	



EXHIBIT B: ORDER FORM

To be provided separately



Exhibit 2- Insurance Requirements

Insurance Requirements

Avolve shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Avolve, his agents, representatives, employees, or subcontractors. With respect to General Liability and Professional Liability, coverage should be maintained for a minimum of five (5) years after Agreement completion.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- (A) **Commercial General Liability** ("CGL"): Insurance Services Office Form ("ISO") CG 00 01 covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (B) **Automobile Liability**: ISO Form CA 0001 covering any auto, or if Avolve has no owned autos, hired and non-owned, with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- (C) **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- (D) **Professional Liability** (also known as Errors and Omissions) insurance appropriate to the work being performed, with limits no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate per policy period of one year.

If Avolve maintains broader coverage and/or higher limits than the minimums shown above, the City of Salinas requires and shall be entitled to the broader coverage and/or higher limits maintained by Avolve. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Salinas, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Avolve including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Avolve's insurance (at least as broad as ISO Form CG 20 10, CG 11 85, or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this Agreement or the project described within this Agreement, **Avolve's insurance coverage shall be primary coverage** at least as broad as ISO Form CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of Avolve's insurance and shall not contribute with it.



Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City or, if the policy does not include such a notification requirement, Avolve shall promptly notify City upon Avolve becoming aware of the policy being terminated.

Waiver of Subrogation

Avolve hereby grants to City a waiver of any right to subrogation which any insurer of said Avolve may acquire against the City by virtue of the payment of any loss under such insurance. Avolve agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Salinas for all work performed by Avolve, its employees, agents, and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared by Avolve to and approved by the City. At the option of the City, Avolve shall provide coverage to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or Avolve shall provide evidence satisfactory to the City guaranteeing payment of losses and related investigations, claim administrations, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of this Agreement or the beginning of Agreement work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the Agreement of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the Agreement effective date, Avolve must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of Agreement work.
4. A copy of the claims reporting requirements must be submitted to the City for review.

Verification of Coverage

Avolve shall furnish the City with original certificates and amendatory endorsements or copies of the applicable insurance language effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Avolve's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Avolve shall require and verify that all sub-consultants and/or subcontractors maintain insurance meeting all the requirements stated herein, and Avolve shall ensure that Entity is an additional insured on insurance required from such sub-consultants and/or subcontractors.



Maintenance of Insurance

Maintenance of insurance by Avolve as specified shall in no way be interpreted as relieving Avolve of its indemnification obligations or any responsibility whatsoever and Avolve may carry, at its own expense, such additional insurance as it deems necessary.



City of Salinas, CA

ProjectDox® ePlan Solution Proposal



May 25, 2021



Prepared by your Avolve Software Representative

Bruce Crawford
Director NorCal Northwest Sales
4835 East Cactus Road
Suite 420
Scottsdale, AZ 85254
www.avolvesoftware.com

Telephone: 415-272-9435
Email: bcrawford@avolvesoftware.com



May 25, 2021

City of Salinas, CA
65 West Alisal Street
Salinas, CA 93901
ATT: Angeline Sickler

We are pleased to propose Avolve ProjectDox, the industry's leading Electronic Plan Review software. We started with a single mission in mind — automate the manual, paper-intensive, and frequently inefficient building plan review process. Today, over 150 of North America's city, county, and state governments use ProjectDox to transform their plan review processes. Avolve is the largest, independent software vendor dedicated exclusively to electronic plan review. We appreciate the opportunity to share our expertise related to the business and technology challenges expressed and reviewed in our discussions to date.

The proposed SaaS solution, deployed in Microsoft Azure, includes 2 environments (Production/Test) and **Unlimited** Avolve Best In Class Workflows (Building, Planning & Zoning, Land Development, Capital Improvement Projects, Public Works Projects, Parks & Planning and Public Safety Planning). Avolve assumes all responsibility for application management and any integrations (TRAKIT).

Providing the most trusted and proven electronic plan review solution in the marketplace, we feel strongly Avolve is the best partner for your important initiative.

Regards,

Bruce Crawford
Director NorCal Northwest Sales



Quote Delivered To

Angeline Sickler
65 West Alisal Street
Salinas, CA
93901

Senior Plan Check Engineer
angelines@ci.salinas.ca.us

City of Salinas, CA
(831) 758-7366

Date of Quote: 5/25/2021

Quote Valid Until: 6/30/2021

ProjectDox and OAS ePlan Solution Pricing Agreement

SAAS

Product Name	Product Code	Description	Qty	Unit Price	Total Price
Production Environment Light-Level Capacity OAS & ProjectDox SaaS License	SAAS-P.L	<p>Software as a Service (SaaS) for OAS & ProjectDox on a Production Environment. Designed for organizations who have approximately 50 concurrent users and 3,000 permits per year.</p> <p>Software included for SaaS Production:</p> <ul style="list-style-type: none"> • ProjectDox Software Subscription • Unlimited Workflow license • OAS Software Subscription • Includes unlimited Application Forms license • Includes SSA for six base forms preconfigured <p>Services included for SaaS Production:</p> <ul style="list-style-type: none"> • Set up and installation of OAS & ProjectDox • Managed services • Annual OAS & ProjectDox upgrades <p>Production Environment Safeguard: Avolve security policy limits access to the Production environment. External users including the customer's IT will not be allowed direct access to the Production servers and database. Any development or testing can be performed on the Test environment.</p>	12.00	\$7,000.00	\$84,000.00
Test Environment Light-Level Capacity OAS & ProjectDox SaaS License	SAAS-T.L	<p>Software as a Service (SaaS) for ProjectDox on a Test Environment. Designed for organizations who plan to use the system for development and/or testing with approximately 5 concurrent users and approximately 500 permits per year.</p> <p>Software included for Production:</p> <ul style="list-style-type: none"> • ProjectDox Software Subscription • Unlimited Workflow license <p>Services included for SaaS Production:</p> <ul style="list-style-type: none"> • Set up and installation of ProjectDox • Managed services • Annual ProjectDox upgrades 	12.00	\$980.00	\$11,760.00



		Test Environment Safeguard: Avolve security policy limits access to the Test environment. External users including the customer's IT can be provided limited VPN access to the Test servers and database such as creation and testing of custom reports. VPN access will be made available upon request at additional cost.				
TES-Video License Subscription	TES-VLS	TES-Video License Subscription (annual cost)	1.00	\$5,400.00		\$5,400.00
Discount based on finalizing the agreement by 6/30/21						-\$8,940.00
SaaS Sub-Total:						\$92,220.00

TRAINING

Product Name	Product Code	Description	Qty	Unit Price		Total Price
ProjectDox Bundled Training Services	PKG-PDOX.TRN	<p>Package Includes: 2 Introduction to ProjectDox 1 Workflow and Markup Training for Reviewers 1 Workflow and Project Administration for Coordinators 1 System Administration Training 1 Community Training</p> <p>Package is limited to 12 Unique Users</p>	1.00	\$13,050.00		\$13,050.00
Workflow Business Process and Markup Training for Plan Reviewers	TES-BICMARK1	<p>This course is designed to provide a streamlined session for plan reviewers to provide basic system navigation and access to key tools and features to complete the review of the plans and documents. Skills learned will include basic navigation, basic viewing tools including measurements, overlay compare, and how to create and edit a changemark, as well as how users will be notified, accept, and complete a plan review task.</p> <p>The two classes are added to accommodate an additional 24 reviewers for a total of 36 people trained.</p> <p>This course is limited to a max of 12 persons per session/course.</p>	2.00	\$2,500.00		\$5,000.00
Introduction to ProjectDox	TES-INTRO	<p>The Training and Educational Services course includes a flexible mixture of lecture and hands-on lab time to familiarize the user with the basic features of ProjectDox. This 3 hour instructor lead course will review how to access a project, view a file, use the search feature and communication tools to efficiently use and communicate using the ProjectDox application. This course is limited to a max of 12 persons per session/course.</p>	1.00	\$1,125.00		\$1,125.00



		The class is added to accommodate an additional 12 employees for a total of 36 people trained.				
Discount based on finalizing the agreement by 6/30/21						-\$2,876
Training Sub-Total:						\$16,299

PROFESSIONAL SERVICES

Product Name	Product Code	Description	Qty	Unit Price		Total Price
Best-in-Class Level 1 ProjectFlow PLUS Services	PS-BIC.L1PLUS	BIC Plus Setup Services Level 1 for Workflows: Building	1.00	\$30,600.00		\$30,600.00
Onboarding Advanced PF Integration	PS-PF.AINT.ON BRD	Initial Services for Onboarding Advanced ProjectFlow Integration includes the below; additional quote may be required if scope changes during Analysis: <ul style="list-style-type: none"> • Project Creation - Configuration of the Avolve Project Creator Service to create a project in ProjectDox based on defined values from the permitting system. These include: <ul style="list-style-type: none"> - Permit/Project Number - Description - Applicant/Submitter First Name - Applicant/Submitter Last Name - Applicant/Submitter Email - Project/Case Type - Display of Permit/Application Information - Configuration of General Permit/Applicant/Contractor application data fields for display within ProjectDox via a web page/formlet. - Project/Permit Status Update - ProjectDox will notify the permitting system that the plan review workflow is complete when all reviews are approved 	1.00	\$19,800.00		\$19,800.00
OAS Setup & Training Services	PS-OAS.SUT	Setup Services: <ul style="list-style-type: none"> - System Setup - Database Table Population - mapping control id's to export records - Admin Training - not to exceed 5 hrs 	1.00	\$4,275.00		\$4,275.00
OAS Custom Setup Services	PS-OAS.CSU	Deploy ePlan application, assist with design and deployment to production – not to exceed 18 hrs	1.00	\$4,050.00		\$4,050.00
OAS SSA Template Setup	PS-OAS.SSA	Deploy SSA templates/permit letters, assist design and deploy to production – not to exceed 16hrs	1.00	\$3,600.00		\$3,600.00
OAS eForm Paper to eForm Services	PS-OAS.P2eF	Existing paper to electronic form design in OAS with < 75 fields and intelligent conditional entry/display	1.00	\$1,350.00		\$1,350.00
OAS Basic eForm Services	PS-OAS.BeS	< 75 fields – w/ intelligent conditional entry/display	1.00	\$3,600.00		\$3,600.00
OAS Advance eForm Services	PS-OAS.AeS	>75 fields to 150 fields –intelligent conditional entry/display	1.00	\$5,400.00		\$5,400.00
OAS eForm Base Validation	PS-OAS.BV	Professional Services for eForm Base Validation Integration	1.00	\$3,600.00		\$3,600.00



OAS eForm Advanced Validation	PS-OAS.AV	Professional Services for eForm Advanced Validation Integration	1.00	\$5,400.00		\$5,400.00
OAS Payment Processor	PS-OAS.PP	Integration Dev services & Engineering (Authorize.net) 40hrs	1.00	\$9,000.00		\$9,000.00
OAS Advanced Integration	PS-OAS.AINT	Acquisition of application data and a push of required data to the target permitting system API to allow for creation of the permit and triggering of the Project Creation process into ProjectDox. Design requires API's to be customer permitting/target system. Direct database calls from OAS to the target system are not supported.	1.00	\$6,300.00		\$6,300.00
Assurance Services	PS-AS	45 Hours of Assurance Services - Invoiced monthly as used \$225/hour.	1.00	\$10,125.00		\$10,125.00
Discount based on finalizing the agreement by 6/30/21						-\$10,710
Professional Services Sub-Total:						\$96,390

<p>Unless otherwise stated, pricing does not include any applicable taxes that may be applied at invoicing. Travel and Expenses are not included in this total and will be invoiced as incurred.</p> <p>First year SaaS and 20% of Services shall be invoiced upon execution of Agreement. Payment for the total amount is due net thirty (30) days from the date of Initial Invoice. Payment via EFT. See notes for details.</p> <p>This best approach package to implementation relies on partnership with the jurisdiction to achieve desired go-live and paperless goals. To that end a not to exceed 516 hours have been allocated to services and training on this project. In the event scope expands or delays account for incremental hours to be required, a Change Request(s) will be issued for the incremental costs associated with delay or expansion.</p> <p>Year 2 SaaS = \$101,160 Year 3 SaaS = \$101,160</p>	Grand Total:	\$204,909
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Notes:

EFT Remittance:

Avolve Software / Compass Bank

Routing #: 122105744

Account #: 2519753300

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

By signing this Order Form customer acknowledge and agrees to, if purchasing (a) licenses and/or support and maintenance, Avolve's Software License and Support Agreement General Terms and Conditions and Avolve's Maintenance and Support Level Agreement; (b) professional services, Avolve's Professional Services Agreement; and (c) training services, the Avolve University Training Terms and Conditions; and (d) hosting services, Avolve's Hosting Service Level Agreement. Customer acknowledges that it has been provided reasonable access to the applicable documents listed herein online at www.avolvesoftware.com and knowingly consents to the same. Resellers acknowledge that they will have end users formally acknowledge and be bound by all applicable Avolve Terms and Conditions as described above.



ProjectDox[®]

Electronic Document Management & Collaboration Solution

City of Salinas
Proposed Statement of Work
May 25, 2021



4835 East Cactus Road Suite 420, Scottsdale, Arizona 85252
Phone: 602.714.9774 www.avolvesoftware.com



EXECUTIVE SUMMARY

This Statement of Work will focus on the **Setup** of a **Production and Test Environment** and the implementation of ProjectDox Best in Class workflows addressing the Customer's needs with **One (1)** Best in Class plan review process. The goal is to implement **Online Application Submission (OAS)**, **ProjectDox** and an **Advanced** TRAKiT integration for ProjectDox utilizing web services, in a standardized, off the shelf manner. We will leverage Avolve best practices and built-in configuration and modifications features, to meet the most effective functionality required to achieve the highest business value for the customer (the "Project").

SCOPE OF WORK (MILESTONES)

Setup

Setup of a single environment for the applicable products is required prior to orientation and configuration onsite assessments being conducted. Project pre-planning, including draft project plan, communication plan etc. are associated to this stage of the project. Additional environments to be implemented will be factored into the project plan and based on the sales order/agreement.

- The date of acceptance for this milestone is the **SaaS Renewal Date**

Orientation and Configuration Requirements Session*

The Avolve PM will work with the City to perform an initial review of the application with the project team and gather configuration requirements to complete the design of the OAS application forms and Best in Class Building workflow process. The output of these sessions will be compiled into a requirements document referred to as the Configuration Requirements Document (CRD). This will include using standard templates and design to expedite the project while providing the best business value to the customer. Any design requirements identified during this phase outside of the design of the BIC workflow process and/or requiring development will be scoped and presented in a separate Statement of Work. Assurance services afforded the project may be leveraged for work identified as outside the scope of the project.

- Configuration Requirements Document
- Advanced Integration permitting system touchpoint discussion for TRAKiT includes:
 - Project Creation – Required application data is pushed from the permitting system to the ProjectDox application using the Avolve provided REST API and configuration of the ProjectDox Windows Service Process. Required fields for project creation:
 - Permit Number/Project Name (Key value)
 - Description
 - Applicant/Submitter First Name
 - Applicant/Submitter Last Name
 - Applicant/Submitter Email Address
 - Permit/Project Type
 - Application Data – Pull of data from the permitting system to display of up to 18 read-only permit application data fields within the plan review process.
 - Review Status – Push of data to provide the permitting system the following data related to the plan review:
 - Reviewer Name
 - Reviewer Department
 - Review Cycle
 - Review Status (Approved, Rejected)
 - Date Completed



- Final Approval Status – Push final status or log event of approved to permitting system API indicating to the permitting system that all reviews are approved in ProjectDox.
- Project Plan (task list/schedule/resource assignments) not to exceed budget

Configuration & Integration *

Configuration of applicable software products, forms and the workflows based on the configuration requirements document findings. This includes the development of the integration work defined in this Statement of Work and confirmed during requirements discussions. Integration designs require the City systems to have or develop web services to allow for integration communication to the target systems from ProjectDox and/or OAS.

- Configured Working products and modules as specified in the Purchase Agreement/ Sales Order
 - Configured Working OAS and ProjectDox Applications
 - Self-Service Application (SSA) Forms
 - Provides up to 16 hours of services to configure the site for use with the delivered SSA forms and letters, perform a review of the application forms design and features, make minor modifications, and deploy into production.
 - 1 OAS Paper to eForm Application Form
 - Existing paper to electronic form design in OAS with < 75 fields and intelligent conditional entry/display
 - 1 OAS Base Application Form
 - Forms design contains less than 75 fields
 - 1 OAS Advanced Application Form
 - Form design contains between 75-150 fields
 - 1 Payment Processor to Authorize.NET
 - Design the OAS application to interface with Customer's payment processor to allow for online payments through OAS.
 - 1 OAS Advanced Integration
 - Defined application data to be pushed to the target permitting system API to allow for creation of the permit and triggering of the Project Creation process into ProjectDox. Design requires API's to be available for customer permitting system. Direct database calls from OAS to the target system are not supported.
 - 1 OAS Base Validation
 - Contractor Validation
 - Base Validation allows for the validation for up to 2 data fields in the application form against the target system and confirmation of the data on the application form. (only validates) Design requires web services to be available for integration communication to the target system. Direct database calls from OAS to the target system are not supported.
 - 1 OAS Advanced Validation
 - Address/Parcel Validation
 - Advance Validation Widgets allow for multi field validation, data retrieval and display from the target system on the OAS application form. May include field concatenation and progressive/auto complete search (pulling back the data for display in the form). Some abilities are limited to API's being available from the customers target permitting system
 - Basic Fee Calculations
 - Allows for a fixed fee or simple calculation of a percentage of a field in the OAS application form to be displayed to the end user to communicate a cost.



- 1 Best In Class Workflow (Building)
- Advanced Integration to TRAKiT

User Acceptance Training (UAT)

The UAT phase uses an agile methodology consisting of two sprints of ten days each for testing that include the delivery of the designed process, validation of the design by the Customer and resolution to design issues by Avolve before starting the next sprint. The Avolve team will provide user acceptance training and guidance to the Customer on methods to test the designed process and system to work towards acceptance. Customer will validate the system configuration, forms, emails, integration and document any identified issues in the RIT (Risks, Issues and Tasks) document provided by the Avolve project manager. Avolve will resolve any identified issues to allow the customer retest to gain acceptance.

UAT Training is conducted onsite allowing one day per process with the remainder of the UAT phase supported remotely. During this phase, the production environment will be setup. Upon acceptance of the design the Avolve team will coordinate the promotion of the code to the production environment.

- Completion of User Acceptance Testing (UAT)
- Implementation of the Production Environment
- Code Promotion from Test to Production

Training

Avolve education specialists will deliver the below courses to the Customers staff. The courses will train approximately **36** persons and will be delivered based on the project plan rollout. A maximum of 12 persons per course is enforced with exception of the Community Outreach (TES-OUT). This demonstration/lecture session is targeted for the design community and is intended to be conducted for larger audiences (25+) to educate and promote the new processes.

It is recommended that training sessions be organized with participants of similar technological abilities to allow for the most efficient delivery and retention of the materials. Additional training above and beyond the below may be added or additional training performed post go-live by leveraging the assurance services funds afforded the project.

- Delivery of classes for all products/modules as purchased

Quantity	Course Name	Est. Length
3	Introduction to ProjectDox	3 hrs.
3	Workflow and Markup for Plan Reviewers	6 hrs.
1	Workflow and Administration for Coordinators/Techs	8 hrs.
1	System Administration	4 hrs.
1	Community Outreach	1-2 hrs.



Launch/Project Close Out

Deployment of the workflow processes and post go live support for a period of 5 business days. Customer will be transitioned to support post the 5-business day go live period.

Assurance Services

The assurance services fund may be leveraged at any time during or post project completion to cover additional integration requirements, newly identified out of scope requirements, training, and software not included in this statement or work. The funds intent is to be used post go-live/launch of a process to keep the project management team engaged to assist with change management and user adoption assistance. Assurance services hours are billed on an hourly basis at a rate of \$225.00 an hour. The use of hours requires a change order or an assurance services agreement that defines the work and has signatures of agreement for use by the Customer.

ACCEPTANCE PROCESS

There will be Key Deliverables, as identified in the Project Activities/Deliverables Payment Schedule which will be subject to acceptance by the Customer ("Acceptance"). Upon completion of each Key Deliverable, Avolve will request from the Customer a written response within five (5) business days after receipt thereof. Notwithstanding the foregoing or anything to the contrary in the Purchase Agreement, all other Deliverables provided under this Statement of Work shall be deemed to have been accepted by the Customer upon delivery. If Customer does not approve, reasons for rejection must be clearly noted. Avolve will then work with the Customer to come to agreement on obtaining approval. The Customer shall be deemed to accept any such Key Deliverable which Customer does not accept or reject within such period. This acceptance will initiate the invoice of the of the applicable milestone.

AVOLVE PROJECT PLAN AND PROCESS

Promptly following execution of this Statement of Work, the parties shall meet to discuss the general project schedule, which will be generally organized around the standard Avolve project On-Boarding process. Within 2 weeks, the initial project plan will be created and sent to Customer. The Project Plan contains a schedule, a list of tasks in a schedule format, assignments of specific team members over specific times and communication status reporting processes. The Project Plan is a living document that will be reviewed throughout the term of this Agreement and may be adjusted as reasonably necessary, as agreed to from time to time by the parties.

PROJECT ASSUMPTIONS AND CAVEATS

1. This Project was scoped based upon purchase of ProjectDox Best In Class, understanding that the site will be hosted by the Avolve and configured per established Best-In-Class standards. This understanding forms the basis for Avolve's pricing and the Deliverables to be provided under this Statement of Work. Any deviation from these requirements will require a change order and may increase cost or estimated time of Project completion.
2. Avolve will have full access to all Project team members from the customer as needed to complete the successful implementation and roll out of ProjectDox. This access may require the team members of the customer to dedicate specific time to specific detailed tasks within the Project Plan. Team member tasks will be more clearly defined during the kickoff and planning sessions and documented in the Project Plan.



3. Customer and its third parties and/or subcontractors will fulfill any hardware/software requirements, as identified to allow communication between Avolve Software and the Customer's permitting system in a timely fashion to keep the Project Plan on schedule.
4. Customer and its third parties and/or subcontractors will fulfill the hardware requirements, as outlined in the System Implementation Guides (standard end user document(s) that accompany each version of the Software) in a timely fashion to keep the Project Plan on schedule.
5. This best approach package to implementation relies on partnership with the jurisdiction to achieve desired go-live and paperless goals. To that end, a not to exceed **516** hours have been allocated to services and training on this project. In the event scope expands or delays account for incremental hours to be required, a Change Request(s) will be issued for the incremental costs associated with delay or expansion. Should the customer cause or contribute to the delay of any Deliverable, Avolve may elect to revise the Project Plan accordingly to compensate for the delay and invoice for any applicable milestone payments to that point of the project.
6. All parties will reasonably prioritize their efforts to meet the Project Plan schedule to achieve a rapid roll out model. It is understood by all parties that multiple tasks may be in process at one time and Avolve may have more than one Professional Services team member working on the project at one time.
7. Client will provide adequate Project management for their own resources, and/or third parties, to collaborate with Avolve's project manager. Client subject matter experts and applicable users will be accessible and available in a timely fashion and for adequate and reasonable durations. Avolve will make sure that scheduling of interviews and meetings are adequately in advance of these resource allocations.
8. Customizations/Extensions required may result in increased schedule and budget, but only if documented and approved within Assurance Services and/or a Change Request.
9. Avolve is planning to fully leverage ProjectDox as is, utilizing all built in configuration features to meet the business needs.
10. Any optional items chosen in the Purchase Agreement/Sales Order are not included here and would require a modification to this Statement of Work.
11. Customer understands that an ePlan Life Cycle implementation is a very significant digital transformation enterprise project that requires dedicated change management from the Customer's staff. This will be key for the success of the Customer.
12. Work will not begin until an executed copy of all paperwork is complete. Work will begin at the earliest date at which Avolve resources and Customer resources are available or as otherwise agreed to.
13. Avolve and Customer agree to cooperate in good faith to complete the Services and Deliverables in a timely and efficient manner.
14. Recording of Avolve provided training or UAT (user acceptance testing) sessions is not permitted.
15. All training classes unless otherwise noted are limited to 12 persons maximum per class.



**Configuration options are as described by ProjectDox documentation and as evidenced by ProjectDox administration screens. Minor changes to Avolve ProjectDox Best Practices (Best in Class) workflows are changes to activate/deactivate and/or parametrize with variables, existing steps in the Best Practices workflows. Customization of additional products and modules are to be within the bounds and scope of the respective core product(s) and modifications are limited to those that are allowed by core product design.*

CHANGE CONTROL PROCESS

The "Change Control Process" is that process which shall govern changes to the scope of the Project during the life of the Project. The Change Control Process will apply to new components and to enhancements of existing components. The Change Control Process will commence at the start of the Project and will continue throughout the Project's duration. Additional procedures and responsibilities may be outlined by the Project Manager identified on the signature page to the Agreement and will be included in the Project Plan if mutually accepted.

Under the Change Control Process, a written "Change Request" (attached) will be the vehicle for communicating any desired changes to the Project. It will describe the proposed change; the reason for the change and the effect the change may have on the Project. The Project Manager of the requesting party will submit a written Change Request to the Project Manager for the other parties.

All parties must sign the approval portion of the Change Request to authorize the implementation of any change that affects the Project's scope, schedule, or price. Furthermore, any such changes that affect the scope of this SOW, schedule or price will require an amendment to the SOW and/or any other part of the Purchase Agreement.

PRICING, TRAVEL AND EXPENSE

Pricing and payment terms are as set forth in Purchase Agreement/Sales Order.

Travel and Expenses are estimated to be \$12,000.00 and will be invoiced to customer as incurred.



PROJECT ACTIVITIES / DELIVERABLES PAYMENT SCHEDULE

This is a preliminary deliverable and payment schedule that is subject to change based on discussions to occur post the kick-off of the project, provided that both the City and Avolve Software agree to the new terms in writing.

MS#	Deliverable	Description	Acceptance Criteria	Payment Amount
MSO	Contract Execution	First Year SaaS costs	Contract Signature	\$92,220.00
MSO	Contract Execution	20% Services	Contract Signature	\$17,455.00
MS1	Project Kickoff	Project kick off meeting complete and initial environment installed	<ul style="list-style-type: none"> Project Kick Off Meeting Conducted Project team can log into installed environment Sign Off Acceptance 	\$8,727.75
MS2	Configuration Requirements Document (CRD)	Compiled configuration design requirements for Process 1	<ul style="list-style-type: none"> Delivered CRD Sign off Acceptance Document 	\$8,727.75
MS3	OAS Forms Design Complete	Completed OAS Forms Design	<ul style="list-style-type: none"> Forms Complete Sign off Acceptance Document 	\$13,092.00
MS4	OAS Integrations Complete	Completed Payment Processor and Permitting System Integration	<ul style="list-style-type: none"> Sign off Acceptance Document 	\$8,727.75
MS5	Deliver functional OAS & ProjectDox application for Process 1	Deliver and review the design as defined in the CRD document.	<ul style="list-style-type: none"> UAT scheduled for Process 1 Sign off Acceptance Document 	\$21,819.00
MS6	User Acceptance Test Process 1	User Acceptance Testing for Process 1 Complete Delivered Second Environment Workflow Integration Complete (TRAKiT)	<ul style="list-style-type: none"> User Acceptance Testing confirms requirement as agreed to in the CRD Sign Off Acceptance Document 	\$4,363.90
MS7	Training	Conduct End User Training Conduct Administration Training	Sign Off Acceptance	\$16,299.00
MS8	Launch/Go-Live	Process 1 process general availability launch	Process is launched	\$4,363.90
MS9	Assurance Services		Per Signed Agreement/Change Order	\$9,112.95
Total Services				\$112,689

For the avoidance of any doubt, all right, title and interest in and to the Deliverables (including without limitation the above Key Deliverables), as well as the intellectual property rights to such Deliverables, shall belong to Avolve, subject to the limited license granted to the Customer pursuant to the Licensing Agreement.



STATEMENT OF WORK ACCEPTANCE

Once fully executed, this document will become the Statement of Work for the Project defined in this document. Avolve and Customer's signatures below authorizes Avolve to begin the services described above and indicates Customer's agreement to pay the invoices associated with these services delivered as described.

SOFTWARE ACCEPTANCE DATE AND MAINTENANCE

Avolve will invoice Customer for Software Maintenance following the Software Acceptance Date and Customer shall pay such invoiced amount pursuant to the terms of the Purchase Agreement/Sales Order. For all subsequent years of Software Maintenance purchased by Customer, invoicing and payments shall be as set forth in the Purchase Agreement/Sales Order.

AUTHORIZED SIGNATURES


Avolve Software Corporation

DocuSigned by:
By: Jay Mayne
0C271D44187F419...
Name: Jay Mayne
Title: CFO
Date: 6/29/2021 | 12:51 PM PDT

City of Salinas, CA

DocuSigned by:
By: Kimbley Craig
E554E94F4CE64C8...
Name: Kimbley Craig
Title: Mayor
Date: 6/29/2021 | 5:46 PM PDT

EXHIBIT A: CHANGE REQUEST FORM

		Avolve Software Change Request Form <i>City of Somewhere</i>	
/			
GENERAL INFORMATION			
Change Request # (CR)			
Project/City/County			
Requestor Name			
Description of Change	<i>[Enter a detailed description of the change being requested]</i>		
Date Submitted			
Priority	<input type="checkbox"/> Low	<input type="checkbox"/> Medium	<input type="checkbox"/> High
Reason for Change Request	<i>[Enter a detailed description of why the change is being requested]</i>		
Project Artifacts Impacted	<i>[List other artifacts affected by this change]</i>		
Assumptions/Risks	<i>[Document assumptions or comments regarding the requested change]</i>		
Comments/Considerations	<i>[Enter additional comments]</i>		
Attachments/References			
ESTIMATES			
Total Estimated Development Hours	<i>[#hrs]</i>	<i>[Enter the hour impact of the requested change]</i>	
Total Estimated Development Duration	<i>[#dys]</i>	<i>[Enter the duration impact of the requested change]</i>	
Schedule Impact	<i>[WBS]</i>	<i>[Detail the impact this change may have on schedules]</i>	
Cost Impact	<i>[Cost]</i>	<i>[Detail the impact this change may have on cost]</i>	
Comments/Recommendations			
PM Approval Signature			
Date Signed			
IDS Approval Signature			
Date Signed			
CITY OF SOMEWHERE AUTHORIZATION			
Customer Approval Signature			
Date Signed			
Avolve Software 01/01/2015		Page 1 of 1	



Salinas, CA

ProjectDox® ePlan Solution Renewal

August 14, 2023



Prepared by your Avolve Software Representative

Scott Simon
Senior Renewals Manager
4835 East Cactus Road
Suite 420
Scottsdale, AZ 85254
www.avolvesoftware.com

Telephone: 623-703-9650
Email: ssimon@avolvesoftware.com



ProjectDox® Price Quotation

Quote Delivered To

Angeline Sickler
65 West Alisal Street
Salinas, California
93901

Senior Plan Check Engineer
angelines@ci.salinas.ca.us

Salinas, CA
(831) 758-7366

Date of Quote: 8/14/2023

Quote Valid Until: 12/11/2023

ProjectDox ePlan Solution Renewal

SAAS TERM: 12/12/2023 TO 12/11/2024

Product Name	Product Code	Description	Qty	Unit Price	Total Price
TES-Video License Subscription	TES-VLS	TES-Video License Subscription	1.00	\$5,400.00	\$5,400.00
Test Environment Light-Level Capacity OAS & ProjectDox SaaS License	SAAS-T.L	<p>Software as a Service (SaaS) for ProjectDox on a Test Environment. Designed for organizations who plan to use the system for development and/or testing with approximately 5 concurrent users and approximately 500 permits per year.</p> <p>Software included for Production:</p> <ul style="list-style-type: none"> • ProjectDox Software Subscription • Unlimited Workflow license <p>Services included for SaaS Production:</p> <ul style="list-style-type: none"> • Set up and installation of ProjectDox • Managed services • Annual ProjectDox upgrades <p>Test Environment Safeguard: Avolve security policy limits access to the Test environment. External users including the customer's IT can be provided limited VPN access to the Test servers and database such as creation and testing of custom reports. VPN access will be made available upon request at additional cost.</p>	12.00	\$980.00	\$11,760.00
Production Environment Light-Level Capacity OAS & ProjectDox SaaS License	SAAS-P.L	Software as a Service (SaaS) for OAS & ProjectDox on a Production Environment. Designed for organizations who have approximately 50 concurrent users and 3,000 permits per year.	12.00	\$7,000.00	\$84,000.00



ProjectDox® Price Quotation

		<p>Software included for SaaS Production:</p> <ul style="list-style-type: none"> • ProjectDox Software Subscription • Unlimited Workflow license • OAS Software Subscription • Includes unlimited Application Forms license • Includes SSA for six base forms preconfigured <p>Services included for SaaS Production:</p> <ul style="list-style-type: none"> • Set up and installation of OAS & ProjectDox • Managed services • Annual OAS & ProjectDox upgrades <p>Production Environment Safeguard: Avolve security policy limits access to the Production environment. External users including the customer's IT will not be allowed direct access to the Production servers and database. Any development or testing can be performed on the Test environment.</p>				
SaaS Sub-Total:						\$101,160.00

<p>Unless otherwise stated, pricing does not include any applicable taxes that may be applied at invoicing.</p> <p>Payment for the total amount is due net thirty (30) days from the date of Initial Invoice and shipment of software. Payment via EFT. See notes for details.</p>	Grand Total:	\$101,160.00
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ProjectDox® Price Quotation

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

By signing this Order Form customer acknowledge and agrees to, if purchasing (a) licenses and/or support and maintenance, Avolve's Software License and Support Agreement General Terms and Conditions and Avolve's Maintenance and Support Level Agreement; (b) professional services, Avolve's Professional Services Agreement; and (c) training services, the Avolve University Training Terms and Conditions; and (d) hosting services, Avolve's Hosting Service Level Agreement. Customer acknowledges that it has been provided reasonable access to the applicable documents listed herein online at www.avolvesoftware.com and knowingly consents to the same. Resellers acknowledge that they will have end users formally acknowledge and be bound by all applicable Avolve Terms and Conditions as described above.

ProjectDox

City of Salinas, CA

Professional Services Engagement Proposal

November 1, 2023



Prepared by your Avolve Software Representative

Nikki Thorne
Director Professional Services
21001 N. Tatum Blvd
Suite 1630-503
Phoenix, AZ 85050
www.avolvesoftware.com

Telephone: 614-309-2613
Email: nthorne@avolvesoftware.com



ProjectDox® Price Quotation

Quote Delivered To

Angeline Sickler

Senior Plan Check Engineer
afarias@markham.ca

Salinas CA
(831) 998-1657

65 West Alisal Street
Salinas, California 93901
United States

Date of Quote: 11/1/2023

Quote Valid Until: 12/22/2023

ProjectDox ePlan Solution Pricing Agreement

PROFESSIONAL SERVICES

Product Name	Product Code	Description	Qty	Unit Price	Total Price
Professional Services	PS-225	Professional Services	40.00	\$225.00	\$8,550.00
Professional Services Sub-Total:					\$9,000.00

<p>Unless otherwise stated, pricing does not include any applicable taxes that may be applied at invoicing. Travel and Expenses are not included in this total and will be invoiced as incurred.</p> <p>The City will be invoiced monthly based on the number of Professional Services hours (excludes training and client success services) at the hourly rate (\$225) consumed during the previous month. A short description of each time entry and a time tracking spreadsheet will accompany the invoice each month and the number of hours remaining in the project budget. Payment for the remaining amount is due net thirty days (30) from project completion.</p>	Grand Total:	\$9,000.00
--	---------------------	-------------------

NAME: _____

TITLE: _____

SIGNATURE: _____



ProjectDox[®] Price Quotation

DATE: _____

By signing this Order Form customer acknowledge and agrees to, if purchasing (a) licenses and/or support and maintenance, Avolve's Software License and Support Agreement General Terms and Conditions and Avolve's Maintenance and Support Level Agreement; (b) professional services, Avolve's Professional Services Agreement; and (c) training services; and (d) hosting services, Avolve's Hosting Service Level Agreement. Customer acknowledges that it has been provided reasonable access to the applicable documents listed herein online at www.avolvesoftware.com and knowingly consents to the same. Resellers acknowledge that they will have end users formally acknowledge and be bound by all applicable Avolve Terms and Conditions as described above.

ProjectDox

Electronic Document Management & Collaboration Solution

Proposed Statement of Work

November 1, 2023



21001 N Tatum Blvd, Ste 1630-503, Phoenix, Arizona 85050
Phone: 602.714.9774 www.avolvesoftware.com

EXECUTIVE SUMMARY

This Statement of Work will focus on a new self-service OAS process wherein applicants will be able to create a new SolarAPP+ application, submit and make a payment, and have a job card as well as a window card delivered to the applicant. The application will also be integrated with the City's TRAKiT permit system. This is a new City obligation to meet the requirements of SB379 for SolarAPP+ applications. The City is looking for a process where a permit can be obtained in real time. There will be no workflow within ProjectDox, and this process will be solely in the OAS application.

SCOPE OF WORK

SolarAPP+ Project Implementation

A summary of the scope is below.

- Design of OAS SolarAPP+ Self-Service Application seen as Exhibit B
 - Includes a method wherein certified the solar app contractor is validated before allowing to proceed with application submission.
- Configuration of OAS Payment using existing Authorize.net payment processor
- Design of job card draft design seen as Exhibit C
 - TRAKiT permit number must be pulled and displayed on the job card.
 - Job card is emailed to the applicant.
- Design of Window card design seen as Exhibit D
 - TRAKiT permit number must be pulled and displayed on the job card.
 - Job card is emailed to the applicant.
- OAS to push information application information to TRAKiT.
- OAS to pull TRAKiT permit number for use on job and windows cards.
- OAS will display a static fee for payment or use of fee formulas in OAS.
- Enable the upload of single files into OAS for small number of files.

Integration between OAS and TRAKiT requires the TRAKiT permitting system to have the required API's/ web services to facilitate communication. If APIs are not currently present and functional, the Customer will need to provide the resources to develop and test any new required services and Avolve will assist in testing. Any additional integration points other than what is described below would be considered additional scope and would require additional professional services (assurance services) to cover design, development, and testing. Direct database calls are not supported.

- TRAKiT permitting system integration includes:
 - SolarAPP+ Information Push – OAS to push the SolarAPP+ application information to TRAKiT.
 - Leverage existing Address and Owner lookup code designed by Avolve and used by the City of Salinas from other applications.
 - Permit Number Collection – OAS to call TRAKiT to retrieve the permit number prior to entering on job and window cards.

ACCEPTANCE PROCESS

There will be Key Deliverables within the identified phases of the project as identified in the Project Activities/Deliverables Schedule which will be subject to acceptance by the Customer ("Acceptance"). Upon completion of each Key Deliverable, Avolve will request from the Customer a written response/acceptance within five (5) business days after receipt thereof. Notwithstanding the foregoing or anything to the contrary in the Purchase Agreement, all other Deliverables provided under this Statement of Work shall be deemed to have been accepted by the Customer upon delivery. If Customer does not approve, reasons for rejection must be clearly noted. Avolve will then work with the Customer to come to agreement on obtaining approval. The Customer shall be deemed to accept any such Key Deliverable which the Customer does not accept or reject within such period. This acceptance will initiate the invoice of the milestone, if applicable.

PROJECT ASSUMPTIONS AND CAVEATS

1. Avolve will have full access to all Project team members from the customer, as needed, to complete the successful implementation and roll out of ProjectDox. This access may require the team members of the customer to dedicate specific time to specific detailed tasks within the Project Plan. Team member tasks will be more clearly defined during the kickoff and planning sessions and documented in the Project Plan.
2. Customer and its third parties and/or subcontractors will fulfill any hardware/software requirements, including the purchase/development of APIs (Application Program Interface) for integration to allow for communication between Avolve Software and the Customer's permitting system in a timely fashion to keep the Project Plan on schedule.
3. Delays/schedule Changes: This best approach package to implementation relies on partnership with the jurisdiction to achieve desired go-live goals. Should either party cause or contribute to the delay of any deliverable/milestone relative to the agreed upon Project Plan schedule, the other party may issue a Change Request(s)/Work Order s to denote said change of schedule and any reasonable incremental costs incurred by such party arising from the delay. Once approved by the parties, the Change Request/Work Order shall be signed by both Avolve and Customer, with issuance of payment for any additional costs as noted within said Change Request/Work Order to occur as set forth in such Change Request/Work Order.
4. Scope Changes: Should the Customer request a change in the scope of work for the project, Avolve shall issue a Change Request(s)/Work Order to denote the change in scope (and any associated impacts to schedule or change to project fees). Once approved by the parties, the Change Request/Work Order shall be signed by both Avolve and Customer, with issuance of payment or credit (as applicable) for any change to project fees as noted within said Change Request/Work Order to occur as set forth in such Change Request/Work Order.
5. All parties will reasonably prioritize their efforts to meet the Project Plan schedule in order to achieve a rapid roll out model. It is understood by all parties that multiple tasks may be in process at one time and Avolve may have more than one Professional Services team member working on the project at one time.
6. Customer will assign a project manager for management of their own resources, and/or third parties retained by Customer, to collaborate with Avolve's project manager. Customer subject matter experts and applicable users will be accessible and available in a timely fashion, and for adequate and reasonable durations as set forth in the Project Plan. Avolve and Customer will make sure that scheduling of meetings is made at least 5 days in advance of these resource allocations.
7. Any optional items chosen in the Purchase Agreement/Sales Order are not included here and would require a modification to this Statement of Work.



8. Customer understands that an ePlan Life Cycle implementation is a significant digital transformation enterprise project that requires dedicated change management from the Customer's staff. This will be key for the success of the Customer.
9. Work will not begin until an executed copy of all paperwork is complete. Work will begin at the earliest date at which Avolve resources and Customer resources are available or as otherwise agreed to.
10. Avolve and Customer agree to cooperate in good faith to complete the Services and Deliverables in a timely and efficient manner.
11. Recording of Avolve provided training or UAT (user acceptance testing) sessions is not permitted unless noted within the Statement of Work.
12. In the event the Customer delays the progression of the implementation and Avolve Software resources are placed on-hold and/or removed from the project, all hours that have been completed to that point will be invoiced. Avolve Software will not guarantee Project Managers and/or Technical Avolve resources will be available to re-deploy immediately upon resolution of the issue. Avolve requires 4 weeks' notice of intent to restart the project, to assess available resources to determine the next available timeframe and communicate any restart costs to restart the project.

CHANGE CONTROL PROCESS

The "Change Control Process" is that process which shall govern changes to the scope of the Project during the life of the Project. The Change Control Process will apply to new components and to enhancements of existing components. The Change Control Process will commence at the start of the Project and will continue throughout the Project's duration. Additional procedures and responsibilities may be outlined by the Project Manager identified on the signature page to the Agreement and will be included in the Project Plan if mutually accepted.

Under the Change Control Process, a written "Change Request" (attached) will be the vehicle for communicating any desired changes to the Project. It will describe the proposed change; the reason for the change and the effect the change may have on the Project. The Project Manager of the requesting party will submit a written Change Request to the Project Manager for the other parties.

All parties must sign the approval portion of the Change Request to authorize the implementation of any change that affects the Project's scope, schedule, or price. Furthermore, any such changes that affect the scope of this SOW, schedule or price will require an amendment to the SOW and/or any other part of the Purchase Agreement.

PRICING, TRAVEL AND EXPENSE

Pricing and payment terms are as set forth in the Purchase Agreement/Sales Order.

- Professional Service hours will be invoiced monthly as time and materials based on the rate for the applicable resources. Avolve will provide monthly balances for hours remaining for the project.
- Training is not included in this SOW.
- Travel and Expenses are not included in this SOW.



PROJECT ACTIVITIES / DELIVERABLES PAYMENT SCHEDULE

Preliminary project and deliverable schedules are provided and are subject to change based on discussions to occur post the kick-off of the project, provided that both the Customer and Avolve Software agree to the updated terms in writing. The project scope and associated costs are based on a 16-week implementation schedule.

For the avoidance of any doubt, all right, title and interest in and to the Deliverables (including without limitation the above Key Deliverables), as well as the intellectual property rights to such Deliverables, shall belong to Avolve, subject to the limited license granted to the Customer pursuant to the Licensing Agreement.

23 WEEK SCHEDULE

Est Schedule	Project Phase	Deliverables	Deliverable/Acceptance Criteria
Week 1	Kickoff	<ul style="list-style-type: none"> Project Kick Off Meeting Project Plan 	Project Plan Accepted
2-5	Orientation and Config	<ul style="list-style-type: none"> Configure SolarApp+ application. Configure OAS Letters Setup Solar Payments 	
6-8	Integration	<ul style="list-style-type: none"> Field Mapping w/ TRAKIT Permit Number Retrieval Deliver Functional System for Testing 	
9-12	UAT		Sign Off Acceptance Document
13-16	Launch/Go-Live	<ul style="list-style-type: none"> Launch of Process Warranty Period 	Sign Off Acceptance Document



STATEMENT OF WORK ACCEPTANCE

Once fully executed, this document will become the Statement of Work for the Project defined in this document. Avolve and Customer's signatures below authorizes Avolve to begin the services described above and indicates Customer's agreement to pay the invoices associated with these services delivered as described.

AUTHORIZED SIGNATURES

Avolve Software Corporation

City of Salinas, CA

By: _____

By: _____

Name: _____


Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

		Avolve Software Change Request Form <i>City of Somewhere</i>			
/					
GENERAL INFORMATION					
Change Request # (CR)					
Project/City/County					
Requestor Name					
Description of Change	<i>[Enter a detailed description of the change being requested]</i>				
Date Submitted					
Priority	Low	Medium	High	Required	
Reason for Change Request	<i>[Enter a detailed description of why the change is being requested]</i>				
Project Artifacts Impacted	<i>[List other artifacts affected by this change]</i>				
Assumptions/Risks	<i>[Document assumptions or comments regarding the requested change]</i>				
Comments/Considerations	<i>[Enter additional comments]</i>				
Attachments/References					
ESTIMATES					
Total Estimated Development Hours	<i> [#hrs]</i>	<i>[Enter the hour impact of the requested change]</i>			
Total Estimated Development Duration	<i> [#dys]</i>	<i>[Enter the duration impact of the requested change]</i>			
Schedule Impact	<i> [WBS]</i>	<i>[Detail the impact this change may have on schedules]</i>			
Cost Impact	<i> [Cost]</i>	<i>[Detail the impact this change may have on cost]</i>			
Comments/Recommendations					
PM Approval Signature					
Date Signed					
IDS Approval Signature					
Date Signed					
CITY OF SOMEWHERE AUTHORIZATION					
Customer Approval Signature					
Date Signed					
Avolve Software 01/01/2015			Page 1 of 1		

October 16, 2023

Request Name: SolarAPP+ Permit Application

SolarApp+ Permit Application

CITY OF SALINAS

COMMUNITY DEVELOPMENT DEPARTMENT

65 W Alisal Street, Salinas, California 93901

TEL: (831) 758-7251 | FAX: (831) 758-7938

WWW.CityofSalinas.org/Our-City-Services/Permit-Center

Project Information

INCOMPLETE

SolarAPP+ Approval ID Number *

SXXXXXXXXX-X-X-X

Proposed Type of Work *

Solar Photovoltaic System

Solar Photovoltaic and Battery Storage System

Battery Storage System

Proposed Type of Project * Residential

Brief Description of Work *

Maximum 60 Characters

Valuation *

Approximate cost for labor and materials

If the Property Address is not current or not showing, please email the Salinas Permit Center at paperlesspermit@ci.salinas.ca.us

Project Address *

The Address must be selected from the drop down to be valid. If the address entered is not valid, the form may not be submitted.

Project City *

Project State *

Project Zip Code *

Project Parcel *

Project Subdivision

Owner

INCOMPLETE

If the Owner information is not current, please email the Salinas Permit Center at paperlesspermit@ci.salinas.ca.us

First and Last Name *

Address

City

State

Zip Code

Country

Email *

Phone Number

Contractor

INCOMPLETE

License Number *

Enter Contractor's License Number and select Lookup

Lookup

Name *

Phone Number

Address

City

State

Zip Code

Email

Applicant Information

COMPLETE

Applicant First and Last Name *

ANGELINE SICKLER

Phone Number *

(831) 758-7366

Applicant Address *

65 W Alisal

Applicant City *

Salinas

Applicant State *

CA

Applicant Zip Code *

93901

Applicant Email Address *

angelines@ci.salinas.ca.us

Driver's Licence Required for Issuance

After you press the submit request button below, you will receive an email prompting you to upload and submit. Do not forget to upload a scan of your driver's license or permit inspection scheduling will be delayed.

Signature

INCOMPLETE

I hereby declare that I have read and understood the above, and the information contained in this application, attached schedules, attached plans and specifications, and other documents is true to the best of my knowledge.

I, being the authorized applicant, acknowledge that:

1. I have personally examined and am familiar with all the information submitted in response to the questions contained in this notice, and any attachments, and attest that all information submitted is true, correct and complete; and
2. I understand and agree that clicking the box above will be deemed the equivalent of a signature in electronic form.

Applicant: ANGELINE SICKLER

Signature date:

Save for Later

Submit Request

[Home](#) | [Profile](#)

**Exhibit C:
Job Registration Card Example**



CITY OF SALINAS
Permit Center Division
Community Development
65 W. Alisal Street, Salinas, CA 93901
(831) 758-7251 epermit@ci.salinas.ca.us

BUILDING CODE EDITION: 2022 PLANS

PERMIT NUMBER: S23-0006	JOB ADDRESS: 1519 BOYLE CT	DATE ISSUED: 1/19/2023
JOB DESCRIPTION: 6.630 KW - 17 PANEL ROOF MOUNTED PV SOLAR SYSTEM		
OWNER: HALL JON M 1519 BOYLE CT SALINAS, CA 93906	CONTRACTOR: SUNRUN INSTALLATION SERVICES INC License No 750184	FINAL DEPARTMENT CLEARANCES B

Inspections requests before 4:00 PM PST will be scheduled the next available day
Inspection requests made after 4:00 PM PST will be scheduled two business days later (excludes holidays and weekends)

**RECORD OF INSPECTION TO BE POSTED IN A CONSPICUOUS PLACE ON THE JOB
UNTIL FINAL BUILDING INSPECTION AND/OR CERTIFICATE OF OCCUPANCY**

**INSPECTION CANCELLATION MUST BE 24 HRS IN ADVANCE
OR A REINSPECTION FEE WILL APPLY
If an inspection fails, a reinspection fee will apply**

INSPECTION PROCEDURES:

Morning M-F: 8:30 a.m. - 12:30 p.m.
Afternoon M-F: 12:00 p.m. - 4:30 p.m.

Work must be completed prior to scheduling inspections. Inspectors may show up at any time depending on workload.

Insp. #	Inspection Type	Date	Insp.
1540	SERVICE UPGRADE		
5050	FINAL ELECTRICAL		
5060	FINAL BUILDING		

FEDERAL EPA ASBESTOS NESHAP REGULATION STATEMENT

If asbestos is discovered, I will contact the Monterey Bay Air Resources District to determine if the asbestos regulation is applicable to this project.
(MBARD) (831) 647-9411 - www.mbard.org

THE ABOVE APPROVAL GRANTS PERMISSION TO DO THE WORK COVERED BY THIS APPLICATION AND PERMIT IN ACCORDANCE WITH PLANS AS APPROVED AND ALL APPLICABLE CITY AND STATE ORDINANCES, REGULATIONS AND LAWS GOVERNING LOCATION, CONSTRUCTION AND OCCUPANCY OF BUILDING. THIS PERMIT EXPIRES IF THE BUILDING OR WORK AUTHORIZED HEREIN IS NOT COMMENCED WITHIN 180 DAYS FROM THE DATE OF APPROVAL, OR IF WORK IS SUSPENDED FOR A PERIOD OF 180 DAYS. THIS PERMIT MUST BE RENEWED BEFORE THE WORK MAY BE COMMENCED AGAIN.

**Exhibit D
Window Card**



S23-0006

SITE ADDRESS	1519 BOYLE CT		
DESCRIPTION	6.630 KW - 17 PANEL PV SOLAR SYSTEM		
CONTRACTOR	SUNRUN INSTALLATION SERVICES	750184	
	INC		
JOB VALUE	12,597.00	ISSUED DATE	01/19/2023



Salinas, CA

Avolve Assurance Services Proposal



October 10, 2023



Prepared by your Avolve Software Representative

Bruce Crawford

Account Executive

Telephone: 415-272-9435

Email: bcrawford@avolvesoftware.com

Quote Ref #202310-2167



ProjectDox® Price Quotation

Quote Delivered To

Angeline Sickler
65 West Alisal Street
Salinas, California
93901

Senior Plan Check Engineer
angelines@ci.salinas.ca.us

Salinas, CA
(831) 758-7366

Date of Quote: 10/10/2023

Quote Valid Until: 12/28/2023

ProjectDox ePlan Solution Pricing Agreement

PROFESSIONAL SERVICES

Product Name	Product Code	Description	Qty	Unit Price	Disc	Total Price
Assurance Services	PS-AS	45 Hours of Assurance Services - Invoiced monthly as used \$225/hour.	2	\$20,250.00	10 %	\$18,225.00
Professional Services Sub-Total:						\$18,225.00

<p>Unless otherwise stated, pricing does not include any applicable taxes that may be applied at invoicing. Travel and Expenses are not included in this total and will be invoiced as incurred.</p> <p>The city will be Invoiced each month for the number of Professional Services hours at the hourly rate (\$202.50) consumed during the previous month. A short description of each time entry and a time tracking spreadsheet will accompany the invoice each month and the number of hours remaining in the project budget. Payment for the remaining amount is due net thirty days (30) from project completion. Payment via EFT. See notes for details..</p>	Grand Total:	\$18,225.00
---	---------------------	-------------



ProjectDox® Price Quotation

Notes:

EFT Remittance:

Avolve Software / Compass Bank

Routing #: 122105744

Account #: 2519753300

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

By signing this Order Form customer acknowledge and agrees to, if purchasing (a) licenses and/or support and maintenance, Avolve's Software License and Support Agreement General Terms and Conditions and Avolve's Maintenance and Support Level Agreement; (b) professional services, Avolve's Professional Services Agreement; and (c) training services, the Avolve University Training Terms and Conditions; and (d) hosting services, Avolve's Hosting Service Level Agreement. Customer acknowledges that it has been provided reasonable access to the applicable documents listed herein online at www.avolvesoftware.com and knowingly consents to the same. Resellers acknowledge that they will have end users formally acknowledge and be bound by all applicable Avolve Terms and Conditions as described above.



City of Salinas

200 Lincoln Ave., Salinas,
CA 93901
www.cityofsalinas.org

Legislation Text

File #: ID#23-667, **Version:** 1

East Market Street Cycle Track Quick Build Project

Approve a Resolution approving the plans and specifications for the East Market Street Cycle Track Quick Build Project; and awarding a contract to Coastal Paving & Excavating in the amount of \$204,700.00.



**CITY OF SALINAS
COUNCIL STAFF REPORT**

DATE: NOVEMBER 14, 2023
DEPARTMENT: PUBLIC WORKS
FROM: DAVID JACOBS P.E., L.S., PUBLIC WORKS DIRECTOR
BY: JONATHAN HERNANDEZ, JUNIOR ENGINEER
THRU: ADRIANA ROBLES, P.E., CITY ENGINEER
TITLE: EAST MARKET STREET CYCLE TRACK QUICK BUILD PROJECT

RECOMMENDED MOTION:

A motion to approve a Resolution:

- 1) Approving the plans and specifications for the East Market Street Cycle Track Quick Build Project; and
- 2) Awarding a contract to Coastal Paving & Excavating for the East Market Street Cycle Track Quick Build Project in the amount of \$204,700.00.

EXECUTIVE SUMMARY:

On October 10, 2023, City Council approved Resolution No. 22812 (Attachment 1) accepting grant funds from the Transportation Agency of Monterey County (TAMC) for the East Market Street Cycle Track Quick Build Project and authorizing the Public Works Director to execute agreements related to the TAMC grant. The project will improve the safety, and comfort of the existing bike lane facilities on East Market Street. Project plans and specifications are complete, and the City initiated a request for proposals amongst the contractors under the Master Service Agreement for On-Call Class A Contractor Services on September 26, 2023. The City received only one proposal for the amount of \$204,700.00 from Coastal Paving & Excavating.

BACKGROUND:

On September 14, 2021, the City Council adopted the City of Salinas Vision Zero Action Plan (Action Plan) through Resolution No. 22184. The Action Plan was developed through a data-driven process. City staff compiled 10 years of collision data from 2009 to 2018 and created geographic information systems (GIS) maps to display and filter collision data to help illustrate spatial patterns and trends. This data-driven analysis helped reveal collision trends and patterns in collision type, driver factors, roadway features, vehicle factors or environmental conditions.

Trends in the data help reveal emphasis areas where a higher frequency of collisions can be evaluated to achieve the goal of zero fatalities and serious injuries most effectively.

One of the emphasis areas the Action Plan focused on were corridors with high rates of bicycle involved collisions. The plan identified East Market Street as the corridor with the most bicycle involved collisions in the City over the 10-year period. In 2016, the City proposed floating parking protected bike lanes and was awarded Active Transportation Program and Regional Surface Transportation Program grant funds to implement the proposed concept. The project was accepted by Council on February 6, 2018. Once constructed the City found that the concept did not work as expected. The problem with the floating parking protected bike lanes, which only have painted buffers, is that many drivers park their vehicles encroaching into or outright blocking the bike lane. Despite the effort of the Safe Routes to School Project, East Market Street still lacks protected bicycle facilities to enable students to ride to school. Considering this, City staff considered East Market Street as a good candidate for improvement in the 2023 Regional Surface Transportation Program (RSTP) and applied for grant funding to mitigate the problem.

The City was awarded an RSTP grant by TAMC in the amount of \$326,000.00 for the East Market Street Cycle Track Quick Build Project. On October 10, 2023, City Council approved Resolution No. 22812 accepting grant funds.

The East Market Street Cycle Track Quick Build Project consists of constructing quick-build concrete median cycle tracks along East Market Street between Eucalyptus Drive and Williams Road. This countermeasure will install a physical barrier between the parking aisle and the bicycle facility which aims to eliminate the ability of vehicles to encroach into the bike lanes. The raised medians will serve as a buffer between on-street parking and the bike lanes. The project's desired outcome is to improve the safety, and comfort of the existing bike lane facilities on East Market Street by upgrading the painted buffer to a physical concrete median. City staff developed and completed the plans, specifications, and estimates (PS&E) documents for the project. Staff recommends City Council approve Plans and Specifications for the East Market Street Cycle Track Quick Build Project.

The City initiated a request for proposal process amongst the contractors under the Master Services Agreement for On-Call Class A Contractor Service on September 26, 2023. Coastal Paving & Excavating was the only responsive bidder with a total bid price of \$204,700.00. The bid tab is included to this report as Attachment 2. The City has verified that Coastal Paving & Excavating has an active Department of Industrial Relations (DIR) registration, contractor's license, and City of Salinas business license. Staff recommends that the City Council approve a Resolution awarding the contract to Coastal Paving & Excavating for the East Market Street Cycle Track Quick Build Project, in the amount of \$204,700.00.

CEQA CONSIDERATION:

The City of Salinas has determined that the project is exempt from the California Environmental Quality Act (CEQA) Guidelines (Section 15301, Class 1(c)) because the actions consist of minor alterations of an existing City street. A notice of exemption has been prepared and will be filed at the County Clerk's office.

STRATEGIC PLAN INITIATIVE:

This item supports the City Council’s goals of “Infrastructure and Environmental Sustainability”, and “Public Safety”.

DEPARTMENTAL COORDINATION:

The Public Works Department and Finance Department manage the project accounting. The Public Works Department oversees construction projects.

FISCAL AND SUSTAINABILITY IMPACT:

The construction costs a summarized below:

Base Bid	\$204,700.00
Contingencies (20%)	\$41,000.00
Construction Engineering (8%)	\$16,400.00
Administration Overhead	\$50,000.00
Total Estimated Construction Costs	\$ 312,100.00

Sufficient funding is available for to execute the project.

ATTACHMENTS:

Resolution

Attachment 1: Resolution 22812

Attachment 2: Bid Tab

Attachment 3: East Market Street Cycle Track Quick Build Project Plans

Attachment 4: Specifications

RESOLUTION No. _____ (N.C.S.)

A RESOLUTION APPROVING THE PROJECT PLANS AND SPECIFICATIONS FOR THE EAST MARKET STREET CYCLE TRACK QUICK BUILD PROJECT AND AWARDING A CONTRACT TO COASTAL PAVING & EXCAVATING FOR THE EAST MARKET STREET CYCLE TRACK QUICK BUILD PROJECT IN THE AMOUNT OF \$204, 700.00

WHEREAS, City staff has completed plans, and specifications for the East Market Street Cycle Track Quick Build Project; and

WHEREAS, City staff initiated a call for bid process amongst contractors under the Master Services Agreement for On-Call Class A Contractor Service on September 26, 2023; and

WHEREAS, the City received one proposal from Coastal Paving & Excavating on October 18, 2023 in the amount of \$204,700.00; and

WHEREAS, Coastal Paving & Excavation has the required licenses and DIR registration; and

WHEREAS, the project is estimated to be fully funded using grant funds; and

WHEREAS, the City has determined that the project is exempt from the California Environmental Quality Act (CEQA) Guidelines (Section 15301, Class 1(c)) because the actions consist of minor alteration of an existing City street.

NOW, THEREFORE, BE IT RESOLVED BY THE SALINAS CITY COUNCIL approves the Plans and Specifications for the East Market Street Cycle Track Quick Build Project; and

BE IT FURTHER RESOLVED that the Salinas City Council awards a contract to Coastal Paving & Excavating for the East Market Street Cycle Track Quick Build Project in the amount of \$204,700.00.

PASSED AND APPROVED this 14th day of November 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Kimbley Craig, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

RESOLUTION NO. 22812 (N.C.S.)

A RESOLUTION TO: 1) AUTHORIZE THE ACCEPTANCE OF 2023 REGIONAL SURFACE TRANSPORTATION PROGRAM GRANT FUNDS IN THE AMOUNT OF \$326,000.00; 2) AUTHORIZE THE ESTABLISHMENT OF A NEW CIP ACCOUNT NAMED “EAST MARKET STREET CYCLE TRACK QUICK BUILD PROJECT”; 3) AUTHORIZE THE PUBLIC WORKS DIRECTOR TO EXECUTE ALL AGREEMENTS AND ANY REQUIRED PAPERWORK WITH THE TRANSPORTATION AGENCY OF MONTEREY COUNTY FOR THE 2023 REGIONAL SURFACE TRANSPORTATION PROGRAM GRANT FUND.

WHEREAS, on September 14, 2021, the City Council adopted the City of Salinas Vision Zero Action Plan; and

WHEREAS, the plan identified the segment of East Market Street as having the highest number of bicycle involved collisions in the City over a recent of 10 year period; and

WHEREAS, the City submitted an application for grant funding to improve the safety and comfort of existing bike lane facilities, and the project was selected to receive \$326,000.00 and the City is not responsible for any matching funds; and

WHEREAS, the City may need to enter into grant agreements or submit paperwork to the Transportation Agency of Monterey County for the grant funding, and staff recommends that the Council authorize the director to execute all agreements and any required paperwork with the Transportation Agency of Monterey County for the 2023 Regional Surface Transportation Program Grant; and

WHEREAS, the City of Salinas has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378).

NOW, THEREFORE, BE IT RESOLVED by the Salinas City Council approves a Resolution authorizing the establishment of a new CIP Account named, “East Market Street Cycle Track Quick Build Project”.

BE IT FURTHER RESOLVED that the Salinas City Council approves a Resolution authorizing the acceptance of 2023 Regional Surface Transportation Program Grant funds in the amount of \$326,000.00.

BE IT FURTHER RESOLVED that the Salinas City Council approves a Resolution to Authorizing the Public Works Director to execute all agreements and any required paperwork with the Transportation Agency of Monterey County for the 2023 Regional Surface Transportation Program Grant.

PASSED AND APPROVED this 10th day of October 2023, by the following vote:


AYES: Councilmembers Barrera, Osornio, Rocha, Sandoval and Mayor Craig

NOES: None


ABSENT: Councilmembers Gonzalez, McShane

ABSTAIN: None

APPROVED:

DocuSigned by:

E554E94F4CE64C8...
Kimbley Craig, Mayor

ATTEST:

DocuSigned by:

5BE31EC696A0432...
Patricia M. Barajas, City Clerk

Bid awarded on _____ by Salinas City Council by Resolution No. _____ (NCS) to
 _____ For the sum of \$ _____ for item _____. All others bids were rejected and
 bid bonds returned. Dated this _____ day of _____, 20_____.

 CITY CLERK

East Market Street Cycle Track Quick Build Project

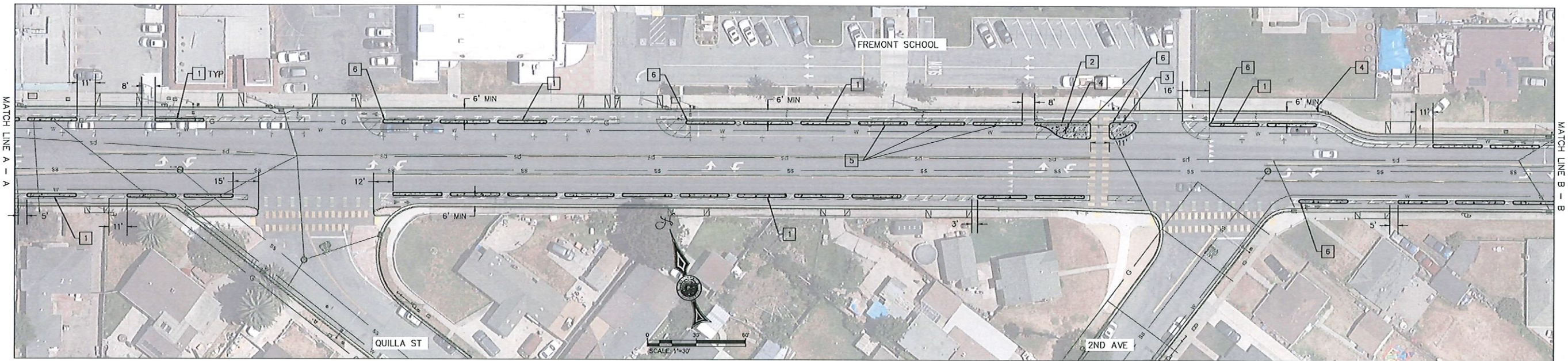
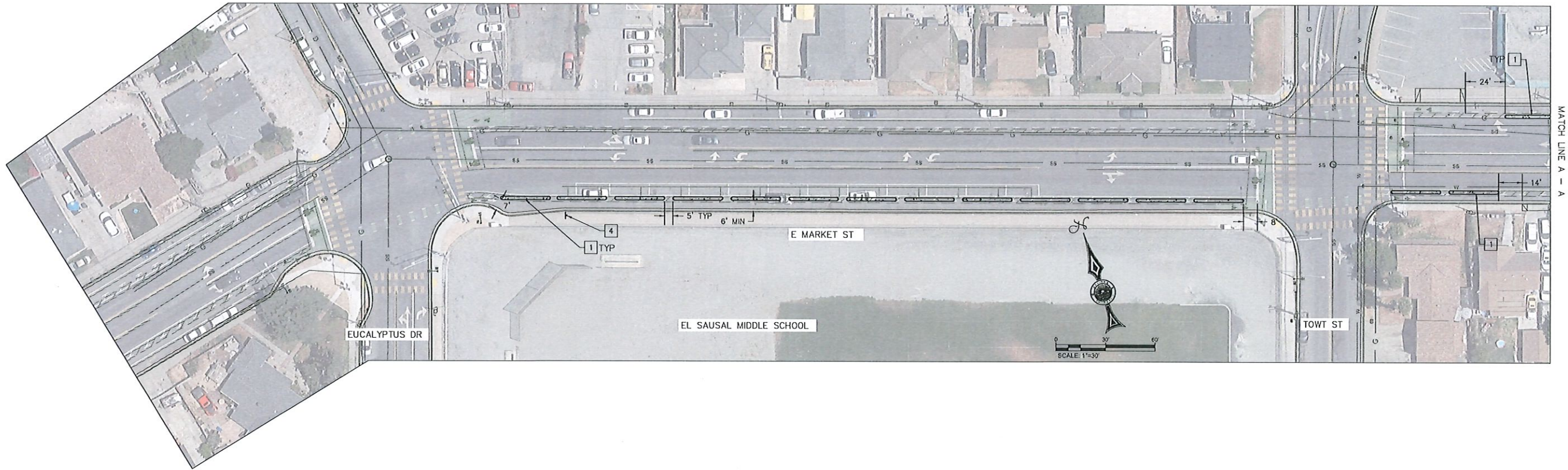
Bid Opening: October 18, 2023				Engineer's Estimate		Coastal Paving & Excavating Estimate	
PROJECT MANAGER: Jonathan Hernandez							
Base Bid							
Item #	Item Description	Quantity	Measure	Unit Price	Item Total	Unit Price	Item Total
1	Mobilization	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 20,000.00	\$ 20,000.00
2	Erosion & Sediment Control Plan	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00
3	Traffic Control System	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 25,000.00	\$ 25,000.00
4	Furnish and Install Sign and Post	3	EA	\$ 1,140.00	\$ 3,420.00	\$ 1,500.00	\$ 4,500.00
5	Cycle Track Median Detail A	65	EA	\$ 1,950.00	\$ 126,750.00	\$ 2,000.00	\$ 130,000.00
6	Cycle Track Median Detail B	1	EA	\$ 7,530.00	\$ 7,530.00	\$ 10,000.00	\$ 10,000.00
7	Cycle Track Median Detail C	1	EA	\$ 3,930.00	\$ 3,930.00	\$ 5,000.00	\$ 5,000.00
8	Curb Markings	67	LF	\$ 13.28	\$ 889.76	\$ 100.00	\$ 6,700.00
Bid Total (Items 1-8) (For Comparison Only)				\$205,520		\$204,700	

SHEET NOTES:

1) SEE TITLE SHEET FOR GENERAL NOTES, AND LEGEND.

CONSTRUCTION NOTES:

- 1) INSTALL CYCLE TRACK MEDIAN DETAIL A SHEET 4
- 2) INSTALL CYCLE TRACK MEDIAN DETAIL B SHEET 4
- 3) INSTALL CYCLE TRACK MEDIAN DETAIL C SHEET 4
- 4) INSTALL SIGN AND POST PER DETAIL SHOWN ON SHEET 4
- 5) INSTALL YELLOW CURB MARKINGS ON FACE AND TOP OF CURB
- 6) ALIGN WITH EXISTING STRIPING



DATE	REVISION	APP.

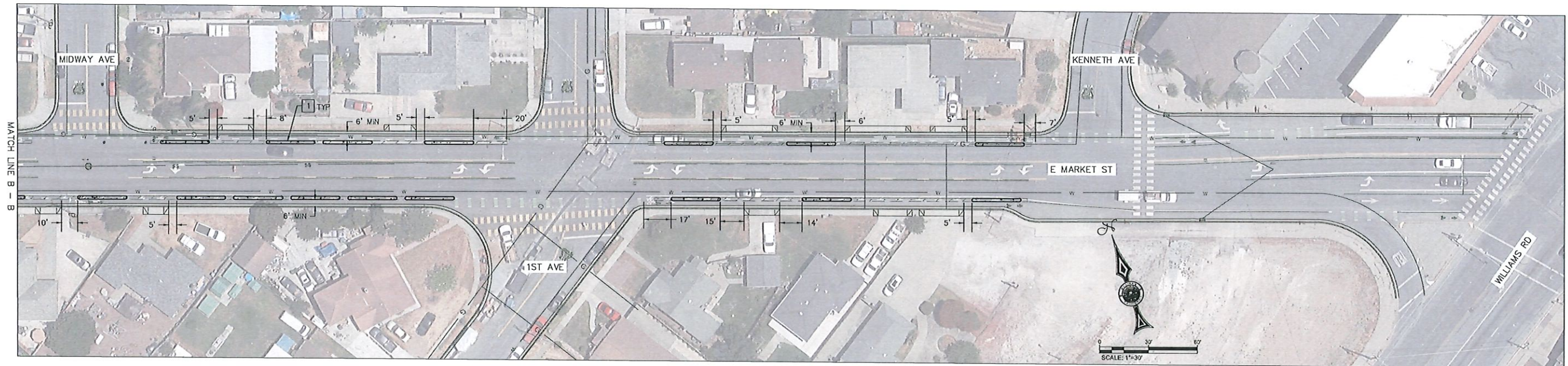
PROJ. NO.	SHEET NO.
-	2
FILE NO.	OF
-	5

SHEET NOTES:

1) SEE TITLE SHEET FOR GENERAL NOTES, AND LEGEND.

CONSTRUCTION NOTES:

1) INSTALL CYCLE TRACK MEDIAN DETAIL A SHEET 4



DESIGNED BY:
ANDREW EASTERLING, P.E., T.E.
DRAWN BY:
JONATHAN HERNANDEZ
CONSTRUCTION INSPECTION SUPERVISOR
TBD
PROJECT ENGINEER/MANAGER:
ADRIANA ROBLES, P.E.

APPROVED FOR CONSTRUCTION:
DATE: *9-15-23*
Adriana Robles
ADRIANA ROBLES, P.E.
CITY ENGINEER



REVIEWED BY:
DATE: *9-15-23*
David T. Jacobs
DAVID T. JACOBS, P.E., L.S.
PUBLIC WORKS DIRECTOR

DATE	REVISION	APP.

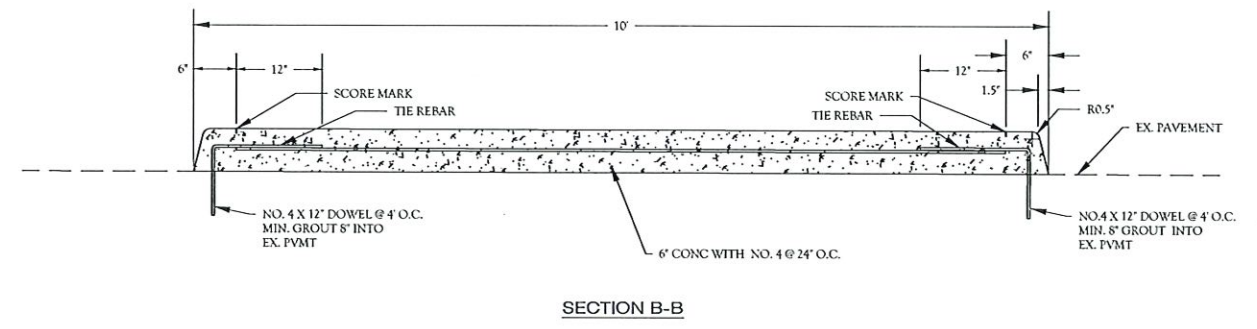
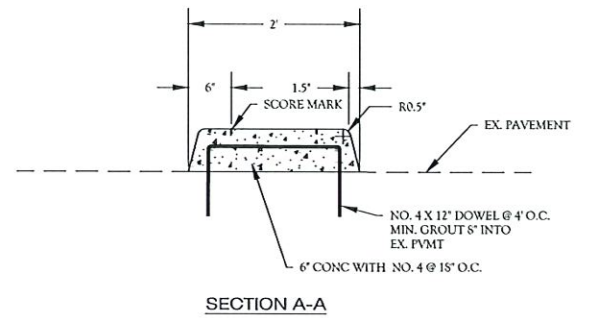
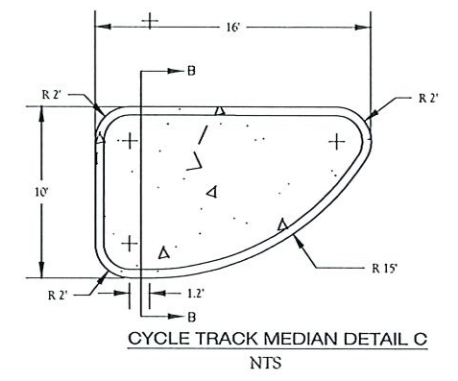
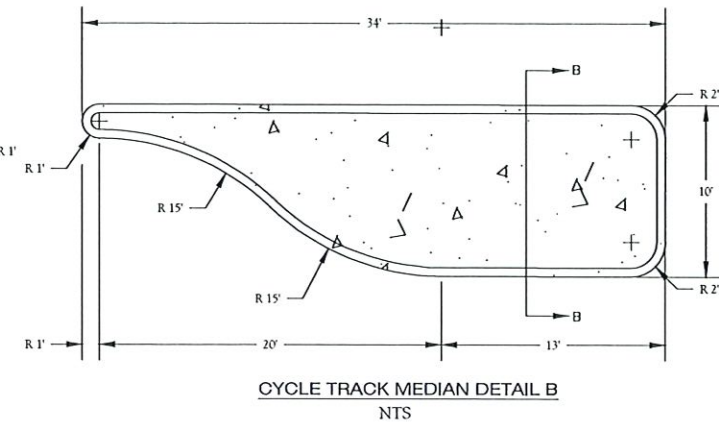
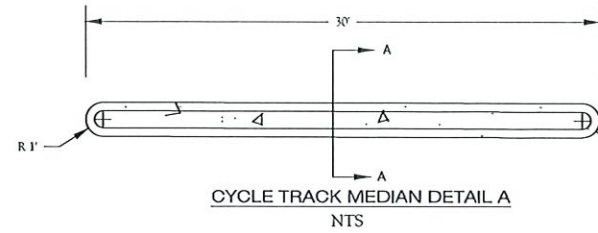
EAST MARKET STREET
CYCLE TRACK QUICK BUILD
LAYOUT SHEET

PROJ. NO.	SHEET NO.
-	3
FILE NO.	OF
-	5

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 Plot By: JONATHAN HERNANDEZ
 Plot Date: 09/05/23 2:04 PM

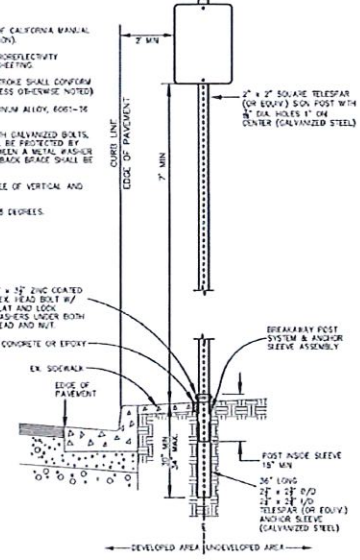
SHEET NOTES:

1) SEE TITLE SHEET FOR GENERAL NOTES, AND LEGEND.



GENERAL NOTES

1. DRAWING NOT TO SCALE.
2. ALL TRAFFIC SIGNS SHALL CONFORM TO THE STATE OF CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).
3. ALL TRAFFIC SIGNS SHALL MEET THE CALIFORNIA RETROREFLECTIVITY STANDARDS. ALL SIGNS SHALL HAVE MAT-CRAFTED SHEETING.
4. LETTERS, NUMBERS, SYMBOLS, COLORS, SIZE AND STROKE SHALL CONFORM TO THE LATEST CALIFORNIA SIGN SPECIFICATIONS (UNLESS OTHERWISE NOTED).
5. SIGNS SHALL BE CONSTRUCTED OF 0.08\"/>

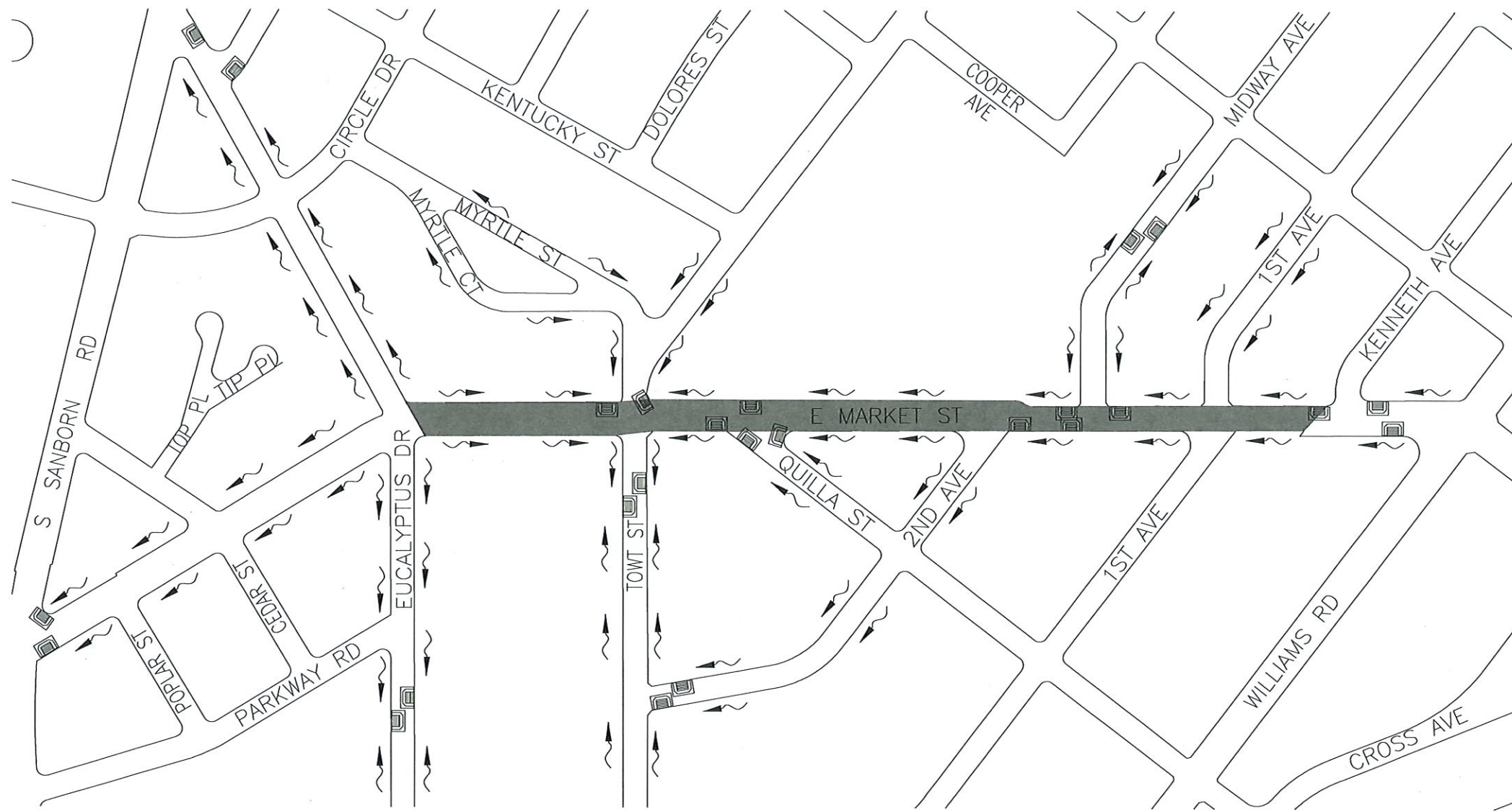


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CUSTOM SIGN PANEL DETAIL NTS



DATE	REVISION	APP.



NPDES REQUIREMENTS

CONTRACTOR SHALL COMPLY WITH THE CITY'S NPDES PERMIT REQUIREMENTS AS RELATED TO CONSTRUCTION WORK AND SHALL IMPLEMENT BEST MANAGEMENT PRACTICES (BMPs) AT THE PROJECT SITE. BMPs REQUIRED FOR THE PROPOSED SCOPE OF WORK SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO:

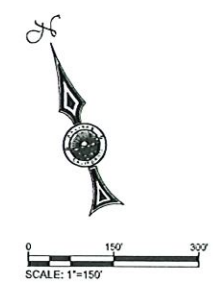
- A) PROTECTING ALL INLETS POTENTIALLY IMPACTED BY CONSTRUCTION.
- B) PROVIDING A CONCRETE WASH OUT AREA ON SITE.
- C) SWEEPING WORK AREA, SIDEWALKS AND STREETS ON A DAILY BASIS.
- D) CONSTRUCTION MATERIAL STORAGE, WASTE MANAGEMENT AND SPILL CONTROL.

REFER TO THE FOLLOWING STORM WATER BMPs FOR USE AT PROJECT SITE.

- 1) APPROPRIATE BMPs FOR CONSTRUCTION-RELATED MATERIALS, WASTE, SPILLS OR RESIDUES SHALL BE IMPLEMENTED TO ELIMINATE OR REDUCE TRANSPORT FROM THE SITE TO THE STREETS, DRAINAGE FACILITIES OR ADJACENT PROPERTIES BY WIND OR RUNOFF.
- 2) VEHICLE WASHING SHALL NOT BE ALLOWED AT CONSTRUCTION SITES AND RUNOFF FROM EQUIPMENT AND VEHICLES MUST NOT BE DISCHARGED TO RECEIVING WATERS OR THE LOCAL STORM DRAIN SYSTEM.
- 3) ALL CONSTRUCTION SUBCONTRACTORS PERSONNEL ARE TO BE MADE AWARE OF THE REQUIRED BEST MANAGEMENT PRACTICES AND GOOD HOUSEKEEPING MEASURES FOR THE PROJECT SITE AND ANY ASSOCIATED CONSTRUCTION STAGING AREAS.
- 4) AT THE END OF EACH DAY OF CONSTRUCTION ACTIVITY ALL CONSTRUCTION DEBRIS AND WASTE MATERIAL SHALL BE COLLECTED AND PROPERLY DISPOSED IN APPROVED TRASH OR RECYCLE BINS.
- 5) BMPs SHALL BE MAINTAINED AT ALL TIMES AND SHALL BE INSPECTED PRIOR TO PREDICTED STORM EVENTS AND FOLLOWING STORM EVENTS.
- 6) CONTRACTOR TO SUBMIT CONSTRUCTION STAGING PLANS WITH STORAGE MATERIAL AND CONCRETE WASH LOCATIONS TO CITY ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION.
- 7) CONSTRUCTION SITES SHALL BE MAINTAINED IN SUCH CONDITION THAT STORM DOES NOT CARRY WASTE OR POLLUTANTS OF THE SITE DISCHARGES OTHER THAN STORM WATER. POTENTIAL POLLUTANTS INCLUDE BUT ARE NOT LIMITED TO, SOLID OR LIQUID CHEMICAL SPILLS, WASTES FROM PAINTS, STRAINERS, SEALANTS, SOLVENTS, DETERGENTS, GLUES, LIME, PESTICIDES, HERBICIDES, FERTILIZERS, WOOD PRESERVATIVES, PAINT FLAKES, FUELS, OILS, LUBRICANTS, AND HYDRAULIC RADIATOR OR BATTERY FLUIDS, CONCRETE AND RELATED CUTTING OR CURING RESIDUES, FLOATABLE WASTES, WASTES FROM ENGINE/EQUIPMENT STEAM CLEANER OR CHEMICAL DEGREASING, WASTES FROM STREET CLEANING, AND SUPER-CHLORINATED POTABLE WATER FROM LINE FLUSHING AND TESTING. DURING CONSTRUCTION, DISPOSAL OF SUCH MATERIALS SHOULD OCCUR IN A SPECIFIED AND CONTROLLED TEMPORARY AREA ON-SITE PHYSICALLY SEPARATED FROM POTENTIAL STORM WATER RUN OFF, WITH ULTIMATE DISPOSAL IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS.
- 8) REMOVE DIRT, DEBRIS, AND WEEDS FROM ALL STORM DRAIN INLETS AND PUBLIC SIDEWALK AREAS.
- 9) PRIOR TO CERTIFICATION AND SUBMITTAL OF THE EROSION AND SEDIMENT CONTROL PLAN (E&SCP), THE CONTRACTOR SHALL LOCATE/DELINEATE ON THESE PLANS LOCATION FOR WASHOUT, VEHICLE FUELING AND MAINTENANCE AS REQUIRED BY CONSTRUCTION ACTIVITIES.
- 10) CONTRACTOR MUST REMOVE ALL SOURCE AND EROSION CONTROL DEVICES AT THE COMPLETION OF WORK.
- 11) USE CALTRANS STORMWATER HANDBOOK DETAILS FOR STORMWATER BMPs.
- 12) CONTRACTOR SHALL PROTECT ALL CATCH BASIN INLETS OUTSIDE THE LIMITS OF WORK THAT RECEIVE RUNOFF FROM PROJECT AREA.

LEGEND

- STORM DRAIN INLET PROTECTION, PER DETAIL SC-10 STORMWATER HANDBOOK (INLET PROTECTION MAY CHANGE DEPENDING ON LIMITS OF CONSTRUCTION)
- SURFACE FLOW DIRECTION

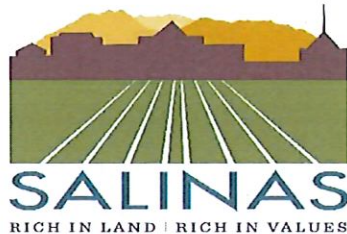


DATE	REVISION	APP.

EAST MARKET STREET CYCLE TRACK QUICK BUILD EROSION AND SEDIMENT CONTROL PLAN	
PROJ. NO.:	-
FILE NO.:	-

SHEET NO.:	5
OF	5

**SPECIFICATIONS
FOR
EAST MARKET STREET CYCLE TRACK QUICK BUILD
PROJECT**



CITY OF SALINAS
200 Lincoln Avenue
Salinas, CA 93901

NOVEMBER 2023

MEMBERS OF THE CITY COUNCIL

Kimbley Craig, Mayor

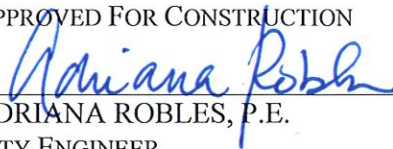
C. V. Gonzalez
T. Barrera
S. McShane

Jim Pia
Christopher A. Callihan Esq.
Patricia M. Barajas
David Jacobs, P.E., L.S.
Adriana Robles, P.E.
Jonathan Hernandez

O. Osornio
A. Sandoval
A. Rocha
Interim City Manager
City Attorney
City Clerk
Public Works Director
City Engineer
Project Manager

For use in conjunction with STANDARD SPECIFICATIONS, DESIGN STANDARDS AND STANDARD PLANS (Latest Edition), City of Salinas-Engineering & Transportation Department.

APPROVED FOR CONSTRUCTION


ADRIANA ROBLES, P.E.
CITY ENGINEER


DATE

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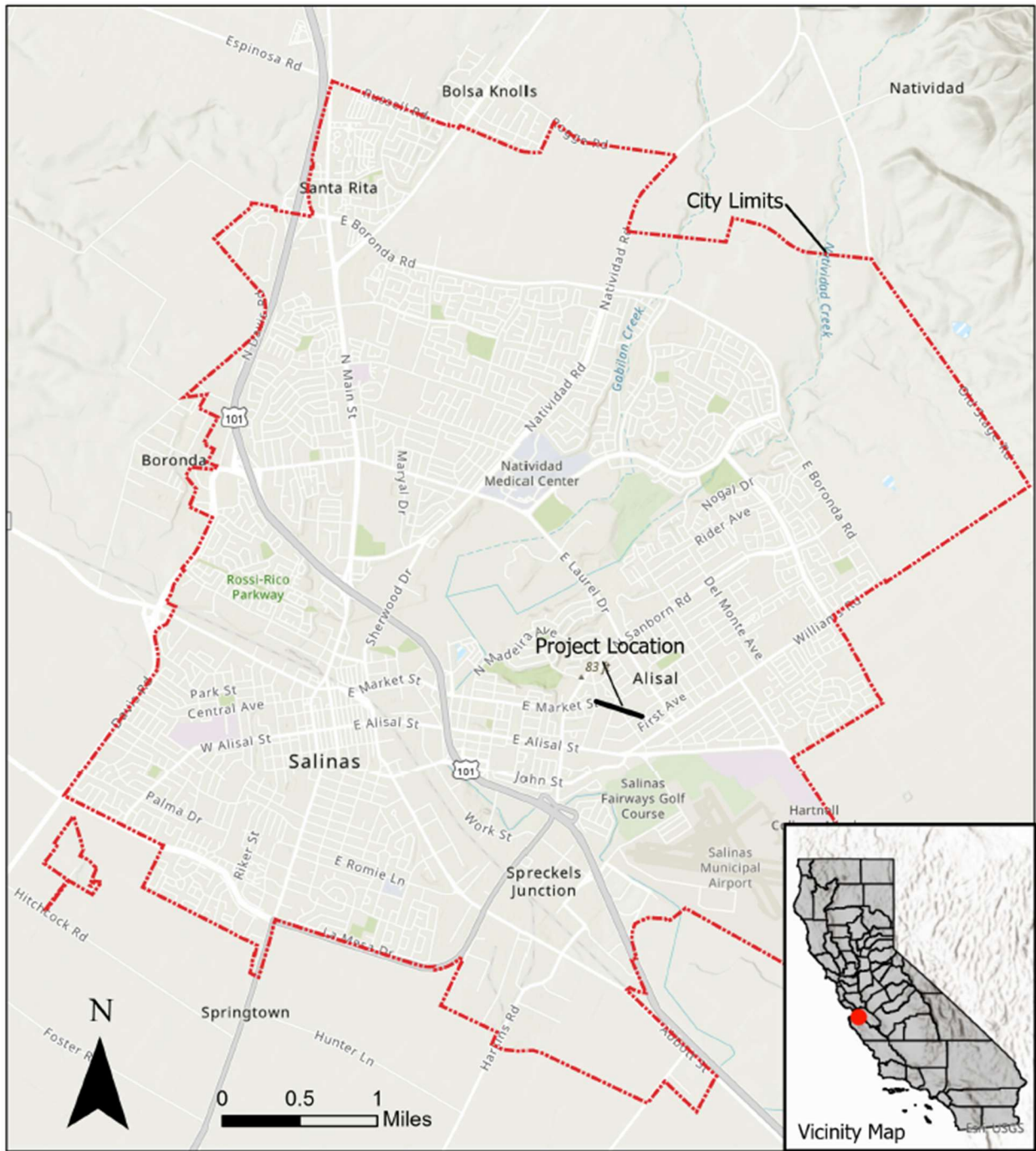
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LOCATION MAP NTS

PART A – CITY OF SALINAS FORMS AND MEMORANDUM



CITY OF SALINAS STATEMENT OF COMPLIANCE

CONTRACTOR/SUBCONTRACTOR	CONTRACT NUMBER
DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION NUMBER	CONTRACTORS STATE LICENSE BOARD NUMBER
FIRST DAY AND DATE OF PAY PERIOD	LAST DAY AND DATE OF PAY PERIOD

I do hereby certify under penalty of perjury:

- (1) That I pay or supervise payment to employees of the above-referenced contractor on the above-referenced contract. All persons employed on said project for the above-referenced time period have been paid their full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said contractor from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person other than permissible deductions.
- (2) That any payrolls otherwise under this control required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wages rates:
 - (a) Specified in the applicable wage determination incorporated into the contract;
 - (b) Determined by the Director of Industrial Relations for the county or counties in which the work is performed; that the classification set forth therein for each laborer or mechanic conform with the work he or she performed.
- (3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency.
- (4) That fringe benefits as listed in the contract:
 - (a) Have been or will be paid to the approved plan(s), fund(s), or program(s) for the benefit of listed employee(s), except as noted below.
 - (b) Have been paid directly to the listed employee(s), except as noted below.
 - (c) See exceptions noted below.

EXCEPTION CRAFT	EXPLANATION

REMARKS

NAME (PLEASE PRINT)	TITLE
SIGNATURE	DATE

On federally-funded projects, permissible deductions are defined in Code of Federal Regulations, Title 29, Part 3. Also, the willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution (see United States Code, Title 18, Section 1001 and Title 31, Section 3729).

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION FORM
CEM-2503 (REV 05/2019)



INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE

This statement of compliance meets needs of the state and federal payroll requirements to pay fringe benefits in addition to payment of the minimum rates. The contractor's obligation to pay fringe benefits may be met by payment of the fringes to the various preapproved plans, funds, or programs or by making these payments directly to the employees as part of their weekly wage payments.

The contractor must **show on the face of his or her payroll all monies paid to the employees** whether as basic rates or total hourly wage amount in lieu of fringes. The contractor shall report in the statement of compliance that **he or she is paying to others** fringes required by the contract and not paid directly to the employees in lieu of fringes.

INSTRUCTIONS:

Contractors required to pay Federal Wage Rates:

Such a contractor shall check paragraph 2(a) of the statement to indicate that the wage rates for laborers or mechanics contained in the payroll are not less than the applicable wage rates specified in the applicable wage determination incorporated into the contract.

Contractors required to pay the State Prevailing Wage Rates as determined by the Director of Industrial Relations:

Such a contractor shall check paragraph 2(b) of the statement to indicate that the wage rates for laborers or mechanics contained in the payroll are not less than the applicable wage rates determined by the Director of Industrial Relations for the county or counties in which the work is performed.

Contractor who pay all required fringe benefits:

A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decisions shall continue to show on the face of his or her payroll the basic hourly rate and overtime rate paid to his or her employees, just as he or she has always done. Such a contractor shall check paragraph 4(a) of the statement to indicate that he or she is also paying approved plans, funds, or programs within the times required for the receipt of those sums, not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

Contractors who pay no fringe benefits:

A contractor who does not pay fringe benefits to an approved plan shall pay a like amount to the employee. This payment can be reported by inserting in the straight time hourly rate column of his or her payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on wages paid in lieu of fringes, the overtime rate shall be not less than one and one-half the basic predetermined rate, plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, it is suggested that the straight time basic rate and payment in lieu of fringes be separately stated in the hourly rate column. In addition, the contractor shall check paragraph 4(b) of the statement to indicate that he or she is paying fringe benefits directly to his or her employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c), Exceptions:

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination required is obligated to pay the deficiency directly to the employees as wages in lieu of fringes. Any exceptions to Section 4(a) and 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employees as wages in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes (see United States Code, Title 18, Section 1001 and Title 31, Section 3729).



CITY OF SALINAS FRINGE BENEFIT STATEMENT

CONTRACTOR OR SUBCONTRACTOR (Please Print)	CONTRACT NUMBER	DATE
--	-----------------	------

DEPARTMENT OF INDUSTRIAL REGISTRATION NUMBER	CONTRACTORS STATE LICENSE BOARD NUMBER	FEDERAL-AID PROJECT NUMBER
--	--	----------------------------

TO: RESIDENT ENGINEER OR DISTRICT LABOR COMPLIANCE OFFICER City of Salinas, Department of Public Works Leticia Altamirano, PW Labor Compliance Officer 200 Lincoln Avenue Salinas CA 93901	BUSINESS ADDRESS
---	------------------

Labor Compliance uses the following fringe benefits information (shown or referenced on wage rate determinations) paid to or on behalf of employees in various crafts or classifications to check payroll or apply to force account work on the above contract.

COMPLETE AND SUBMIT THIS FORM WITH THE FIRST CERTIFIED PAYROLL OR WHEN THERE HAVE BEEN CHANGES.

Classification	Fringe Benefit Hourly Amount	Name and Address of Plan, Fund, or Program
Effective Date	Vacation \$ _____ Health and Welfare \$ _____	
Subsistence and/or Travel Pay	Pension \$ _____ Apprentice or Training Fees \$ _____	
\$ _____	Other \$ _____	

Classification	Fringe Benefit Hourly Amount	Name and Address of Plan, Fund, or Program
Effective Date	Vacation \$ _____ Health and Welfare \$ _____	
Subsistence and/or Travel Pay	Pension \$ _____ Apprentice or Training Fees \$ _____	
\$ _____	Other \$ _____	

Classification	Fringe Benefit Hourly Amount	Name and Address of Plan, Fund, or Program
Effective Date	Vacation \$ _____ Health and Welfare \$ _____	
Subsistence and/or Travel Pay	Pension \$ _____ Apprentice or Training Fees \$ _____	
\$ _____	Other \$ _____	

I certify under penalty of perjury that fringe benefits are paid to the approved Plans, Funds, or Programs listed above.

NAME AND TITLE (Please Print) _____

SIGNATURE	BUSINESS TELEPHONE NUMBER
-----------	---------------------------

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CITY OF SALINAS PUBLIC WORKS PAYROLL REPORTING FORM



NAME OF CONTRACTOR: OR SUBCONTRACTOR:		CONTRACTOR'S LICENSE NO.: SPECIALTY LICENSE NO.:		ADDRESS:																			
PAYROLL NO.:		FOR WEEK ENDING:		SELF-INSURED CERTIFICATE NO.:																			
PROJECT OR CONTRACT NO.:		PROJECT AND LOCATION:		WORKERS' COMPENSATION POLICY NO.:																			
(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WTH- HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY							(5) TOTAL HOURS	(6) HOURLY RATE OF PAY	(7) GROSS AMOUNT EARNED		(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS							(9) NET WGS PAID FOR WEEK		CHECK NO.
			M	T	W	TH	F	S	S														
			DATE																				
		S									THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION				
		O											TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS				
		S									THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION				
		O											TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS				
		S									THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION				
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		O											TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS				

Form A-1-111 (New 3-80)

S = STRAIGHT TIME
O = OVERTIME
SDI = STATE DISABILITY INSURANCE

*OTHER - Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet(s) if necessary

CERTIFICATION **MUST** be completed
(See Statement of Compliance)

EXHIBIT 16-B: DLA SUBCONTRACTING REQUEST

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
DLA SUBCONTRACTING REQUEST
 DOT LAPM 16-B (NEW 12/2021)

Page 1 of 2

REQUEST NUMBER

CONTRACTOR NAME	COUNTY	ROUTE
BUSINESS ADDRESS	CONTRACT NUMBER	
CITY AND STATE	ZIP CODE	FEDERAL-AID PROJECT NUMBER (from special provisions)

SUBCONTRACTORS (Name, Business Address, Phone)	CA STATE CONTRACTOR LICENSE NUMBER	PUBLIC WORKS CONTRACTOR REGISTRATION NUMBER	BID ITEM NUMBER(S) (1 per line)	PERCENTAGE OF BID ITEM SUBCONTRACTED	CHECK IF (See Categories Below)		DESCRIBE WORK WHEN LESS THAN 100% OF WORK IS SUBCONTRACTED	DOLLAR AMOUNT BASED ON BID AMOUNT
					1	2		
					<input type="checkbox"/>	<input type="checkbox"/>		
					<input type="checkbox"/>	<input type="checkbox"/>		
					<input type="checkbox"/>	<input type="checkbox"/>		
					<input type="checkbox"/>	<input type="checkbox"/>		
					<input type="checkbox"/>	<input type="checkbox"/>		

Categories: 1. Listed Under Fair Practices Act 2. Certified Disadvantaged Business Enterprise/Disabled Veteran Business Enterprise

I certify that:

- The specifications for labor set forth in the contract apply to the subcontracted work.
- If applicable (federal-aid projects only), Form FHWA-1273 has been inserted in the subcontracts and will be incorporated in any lower-tier subcontract.
- Written contracts have been executed for the subcontracted work noted above.

CONTRACTOR'S SIGNATURE	DATE

This section is to be completed by the resident engineer.

1. Total of bid items			\$	
2. Bid items previously subcontracted			\$	
3. Bid items subcontracted (this request)			\$	
4. Total of lines 2 and 3			\$	
5. Maximum amount of work allowed to be subcontracted (multiply line 1 by %)			\$	
6. Minimum amount prime contractor must perform with own forces (multiply line 1 by %)			\$	

APPROVED	
RESIDENT ENGINEER'S SIGNATURE	DATE

Copy Distribution: Original - Contractor Copy - Resident Engineer

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DLA SUBCONTRACTING REQUEST

LAPM 16-B (NEW 12/2021)

INSTRUCTIONS

All first-tier subcontractors must be included on a subcontracting request.

Before subcontracting work starts, the contractor will submit an original Form DOT LAPM 16-B according to the *Standard Specifications*.

- Ensure all subcontractors are:
 1. Listed on the subcontractor list at the time of bid, per the Subletting and Subcontracting Fair Practice Act; OR
 2. All 1st tier subcontractors regardless of dollar value.

When an entire item is subcontracted, show the contractor's bid price.

When a portion of an item is subcontracted, describe the portion and show the percentage of the bid item and value.

- Compare line 5 to line 4. If line 5 is greater than line 4 the request can be approved.
- After approval, the resident engineer returns the original to the contractor and completes the remaining distribution as listed on the bottom of the form.
- Labor Compliance Officer to review subcontractor licensing and registration.
- Labor Compliance Officer completes PWC-100 form on California Department of Industrial Relations site for subcontractors that were not required to be listed at time of bid on the Subcontractor List form.

**THIS FORM IS NOT TO BE USED FOR SUBSTITUTIONS OF LISTED
SUBCONTRACTORS OR DISADVANTAGED BUSINESS ENTERPRISE.**

CEM-1201: SUBCONTRACTING REQUEST

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
SUBCONTRACTING REQUEST
 CEM-1201 (REV 01/2020)

Page 1 of 2

REQUEST NUMBER

CONTRACTOR NAME		COUNTY		ROUTE				
BUSINESS ADDRESS		CONTRACT NUMBER		PROJECT IDENTIFIER NUMBER				
CITY AND STATE		ZIP CODE		FEDERAL-AID PROJECT NUMBER <i>(from special provisions)</i>				
SUBCONTRACTORS (Name, Business Address, Phone)	CA STATE CONTRACTOR LICENSE NUMBER	PUBLIC WORKS CONTRACTOR REGISTRATION NUMBER	BID ITEM NUMBER(S) (1 per line)	PERCENTAGE OF BID ITEM SUBCONTRACTED	CHECK IF (See Categories Below)		DESCRIBE WORK WHEN LESS THAN 100% OF WORK IS SUBCONTRACTED	DOLLAR AMOUNT BASED ON BID AMOUNT
					1	2		
					<input type="checkbox"/>	<input type="checkbox"/>		
					<input type="checkbox"/>	<input type="checkbox"/>		
					<input type="checkbox"/>	<input type="checkbox"/>		
					<input type="checkbox"/>	<input type="checkbox"/>		
					<input type="checkbox"/>	<input type="checkbox"/>		

Categories: 1. Listed Under Fair Practices Act 2. Certified Disadvantaged Business Enterprise/Underutilized Disadvantaged Business Enterprise/Disabled Veteran Business Enterprise

I certify that:

- The specifications for labor set forth in the contract apply to the subcontracted work.
- If applicable (federal-aid projects only), Form FHWA-1273 has been inserted in the subcontracts and will be incorporated in any lower-tier subcontract.
- Written contracts have been executed for the subcontracted work noted above.

CONTRACTOR'S SIGNATURE	DATE

This section is to be completed by the resident engineer.

1. Total of bid items		\$	
2. Bid items previously subcontracted		\$	
3. Bid items subcontracted (this request)		\$	
4. Total of lines 2 and 3		\$	
5. Maximum amount of work allowed to be subcontracted (multiply line 1 by 70%)		\$	
6. Minimum amount prime contractor must perform with own forces (multiply line 1 by 30%)		\$	

APPROVED

RESIDENT ENGINEER'S SIGNATURE	DATE

Copy Distribution: Original - Contractor Copy - Resident Engineer Copy - District Construction Office Copy - Office of Business and Economic Opportunity - business.support.unit@dot.ca.gov

ADA Notice This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at Forms Management Unit, 1120 N Street, MS-89, Sacramento, CA 95814, or by email at Forms.Management.Unit@dot.ca.gov.

SUBCONTRACTING REQUEST

CEM-1201 (REV 01/2020)

INSTRUCTIONS

All first-tier subcontractors must be included on a subcontracting request.

Before subcontracting work starts, the contractor will submit an original Form CEM-1201 according to the *Standard Specifications*.

- Ensure all subcontractors are:
 1. Listed on the subcontractor list at the time of bid, per the Subletting and Subcontracting Fair Practice Act; OR
 2. All 1st tier subcontractors regardless of dollar value.

When an entire item is subcontracted, show the contractor's bid price.

When a portion of an item is subcontracted, describe the portion and show the percentage of the bid item and value.

- Compare line 5 to line 4. If line 5 is greater than line 4 the request can be approved.
- After approval, the resident engineer returns the original to the contractor and completes the remaining distribution as listed on the bottom of the form.
- Labor Compliance Office to review subcontractor licensing and registration.
- Labor Compliance Office completes PWC-100 form on California Department of Industrial Relations site for subcontractors that were not required to be listed at time of bid on the Subcontractor List form.

**THIS FORM IS NOT TO BE USED FOR SUBSTITUTIONS OF LISTED SUBCONTRACTORS,
DISADVANTAGED BUSINESS ENTERPRISE, OR UNDERUTILIZED DISADVANTAGED BUSINESS ENTERPRISES.**

**PART B –
SPECIAL PROVISIONS**

**CITY OF SALINAS
PUBLIC WORKS DEPARTMENT**

EAST MARKET STREET CYCLE TRACK QUICK BUILD PROJECT

SECTION 1 SPECIFICATIONS AND PLANS

All work to be done under this Contract shall conform to the applicable requirements of the City of Salinas, Engineering and Transportation Department, Design Standards and Standard Specifications (Latest Edition), herein referred to as the Standard Specifications. The State Standard Specifications and Standard Plans, 2022 Edition, herein referred to as State Standard Specifications, shall be used.

In the event of conflict between the Specifications and these Special Provisions, the latter shall take precedence over and be used in lieu of such conflicting portions. The listing of certain salient sections from the Standard Specifications and these Special Provisions shall not in any way relieve the Contractor of complying with each and every section of the Standard Specifications.

Wherever in the Special Provisions, Notice to Bidders, Proposal, Contract or other Contract documents the following terms are used; the intent and meaning shall be interpreted as follows:

State - City of Salinas

Public Works Department - City of Salinas

Director - City of Salinas

Division of Highways - City of Salinas

Engineer - City Engineer

Local Public Agency - City of Salinas

Owner - City of Salinas

SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.1 GENERAL

The Bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions", of the Standard Specifications and these Special Provisions for the requirements and conditions which he/she shall observe in the preparations of the Proposal form and the submission of the Bid. The City reserves the right to award or withhold award of the project.

Each Proposal shall have listed therein the portion of work that shall be done by each Subcontractor listed. A sheet for listing the Subcontractors is included in the Proposal. **An Exhibit 16-B Form from the Local Assistance Procedures Manual (Latest Edition) and the a CEM-1201 from the Caltrans Construction Manual (Latest Edition) must be submitted for every sub-contractor regardless of tier prior to work being performed.**

The form of Bidder's Bond mentioned in the last paragraph within the Provisions in Section 2, "Proposal Guaranty", of the City of Salinas Standard Specifications shall be found following the signature page of the Proposal.

2-1.2 EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT AND SITE OF WORK

The Bidder shall examine carefully the site of work contemplated, the Plans and Specifications, and the Proposal and Contract Forms therefore. The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work to be performed, the quantities of materials to be furnished, and as to the requirements of the Proposal, Plans, Specifications, and the Contract.

All questions about the meaning or intent of the Contract Documents shall be submitted to the City of Salinas through the project page on the Planet Bids website. Replies will be issued by Addenda electronically on-line through the PlanetBids Vendor Portal website and ONLY to Bidders who are registered Prospective Bidders for this project. Questions received less than 9 calendar days prior to the date of the opening of bids will not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Bidder is cautioned to make such independent investigation and examination as he/she deems necessary to satisfy himself/herself as to conditions to be encountered in the performance of the work and with respect to possible local material sources, the quality, and quantity of material available from such property, and the type and extent of processing that may be required in order to produce material conforming to the requirements of these Special Provisions.

The availability or use of information described within the Provisions in Section 2-1.01 is not to be construed in any way as a waiver of the Provisions of the first paragraph of the State Standard Specification in Section 2-1.01 of these Special Provisions, and the Bidder is cautioned to make such independent investigation and examination as he/she deems necessary to satisfy himself/herself as to conditions to be encountered in the performance of the work and with respect to possible local material sources, the quality, and quantity of material available from such property and the type and extent of processing that may be required in order to produce material conforming to the requirements of these Special Provisions.

No information derived from inspection of records of investigation or compilation thereof made by the City of Salinas or from the City Engineer, or his/her assistants, shall in any way relieve the Bidder or Contractor from any risk or from properly fulfilling the terms of the Contract.

No information derived from inspection of records of investigation or compilation thereof made by the City of Salinas or from the City Engineer, or his/her assistants, shall in any way relieve the Bidder or Contractor from any risk or from properly fulfilling the terms of the Contract.

2-1.3 BID PROTEST FEE

Bid protests are limited to "Bidders" as defined in the Contract Documents. Any Bid protest must be submitted in writing to The City Clerk before 5 o'clock p.m. (as determined by the clock in the City Clerk's Office) within 3 working days after Bid opening.

- (a) Any protest of the proposed award of bid to the bidder deemed the lowest responsible bidder must be submitted in writing to the City no later than 5:00 P.M. within 3 working days following the date of the bid opening. If a bidder protests more than one bid, the bidder shall file a separate protest as to each bid being protested, complying with this section.
- (b) The initial protest document must contain a complete statement of the basis for the protest. The protest must refer to the specific portion of the document or the specific statute that forms the basis for the protest. The protest must include the name, address and telephone number of the person representing the protesting party. The protest must be signed and submitted under penalty of perjury.
- (c) The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to the bidder whose bid is being protested, as well as to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest. Faxed or emailed copies are acceptable, with confirmation of receipt by the bidder or person to whom it was sent.
- (d) The protestor must have actually submitted a bid on the Project or have been specifically excluded from submitting a bid due to an action by the City. A subcontractor of a party submitting a bid on this Project may not submit a bid protest. A party may not rely on the bid protest submitted by another bidder but must timely pursue its own protest.
- (e) The City Council shall hear the bid protest prior to adopting a resolution authorizing the bid award and execution of the contract. In cases where the contract is not executed by the City pursuant to City Council Resolution, the bid protest shall be heard by the City Council prior to the time the City issues a notice to proceed or the appropriate City official executes the contract on behalf of the City. The decision of the Council shall be final.
- (f) The protestor shall also submit a non-refundable fee of \$1,000.00 per protest via certified check made payable to the City of Salinas to reimburse its costs in reviewing and investigating the bid protest. Any protest submitted without the fee shall be returned without further action by the City.
- (g) Any protest not complying with this section shall be returned without further action by the City.
- (h) The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of bid protest. Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or any legal proceedings.

SECTION 3 AWARD AND EXECUTION OF CONTRACT

The Contractor's attention is directed to the Provisions in Section 3, "Award and Execution of Contract", of the City of Salinas Standard Specifications and Section 2 "Proposal Requirements and Conditions" of these Special Provisions for the requirements and conditions concerning award and execution of the Contract.

If the Agency awards the contract, the award is made to the lowest responsible bidder. The City reserves the right to reject all proposals, depending on available funding.

The Contract shall be executed by the successful Bidder and shall be returned, together with the Contract bonds, to the Agency so that it is received within **15 working days**, not including Saturdays, Sundays and legal holidays, after the Bidder has received the Contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed Contract documents shall be delivered to the following address: City of Salinas, Attn: City Clerk, 200 Lincoln Avenue, Salinas CA 93901.

A "Local Agency Bidder DBE Commitment (Construction Contract), Exhibit 15-G" form is included in the proposal to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

The successful bidder's "Local Agency Bidder DBE Commitment (Construction Contract), Exhibit 15-G" form should include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A successful bidder certified as a DBE should describe the work it has committed to performing with its own forces as well as any other work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies.

The successful bidder is encouraged to provide written confirmation from each DBE that the DBE is participating in the contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the successful bidder is encouraged to submit a copy of the joint venture agreement.

The "Local Agency Bidder DBE Commitment (Construction Contract), Exhibit 15-G" form shall be completed and returned to the City within 5 working days after bid opening.

Certificates of Insurance shall be furnished by the Contractor and shall be returned with the signed Contract and Contract bonds within **15 calendar days** after receipt. The Notice to Proceed with the work **shall not** be issued by the City Clerk's office until all such documents are submitted.

The Contractor shall have **30 calendar days** immediately following award of Contract (not notice to proceed) to furnish materials submittals.

In determining the lowest "responsible" Bidder, consideration shall be given to the general competency of Contractor in regard to the work covered by the Proposal. To this end each Proposal shall be supported by the "Bidder's Statement of Financial Responsibility, Technical Ability, and Experience" on the form(s) found herein. Failure of the Bidder to provide requested information in a complete and accurate manner shall be considered non-responsive resulting in rejection of the Bid. Additionally, the City of Salinas reserves the right to disqualify or refuse to consider a Proposal if a Bidder is in default for any of the following reasons:

- a) Lack of competency and adequate machinery, plant, and other equipment, as revealed by the documents requested.
- b) Uncompleted work, which in the judgment of the City Engineer, might hinder or prevent the prompt completion of additional work if awarded.
- c) Failure to comply with any regulation of the City of Salinas; and
- d) Default under previous Contracts.

If awarded, this Contract shall be awarded to the responsible Bidder submitting the lowest Bid who meets the financial and technical requirements. The City of Salinas reserves the right to withhold award of Bid for **120 calendar days** from the Bid opening date.

SECTION 4 BEGINNING OF WORK, TIME OF COMPLETION, LIQUIDATED DAMAGES AND TEMPORARY SUSPENSION OF WORK

The Contractor's attention is directed to the Provisions of Section 8, "Prosecution and Progress", Section 8-1.03, "Beginning of Work", Section 8-1.06, "Time Completion", of the City of Salinas Standard Specifications and also (Section 8-1.10, "Liquidated Damages", of the State Standard Specifications) and the following Provisions:

The Contractor shall furnish the City Engineer with a statement from the vendor that the order for the electrical materials from the vendor required for this Contract has been received and accepted by said vendor and said statement shall be furnished within ***10 calendar days*** of receipt of approved submittals after the Notice to Proceed. Said statement shall give the date that the electrical materials shall be shipped. If the Contractor has the necessary materials on hand, he/she shall not be required to furnish said vendor's statement.

The Contractor shall begin work within **15 calendar days** after the issuance of the Notice to Proceed. This work shall be diligently prosecuted to completion before the expiration of **45 WORKING DAYS** beginning on the fifteenth calendar day after the date shown on the Notice to Proceed (this does not include the allotted **30 calendar days** for material submittals, the ordering, and receiving of materials).

A working day shall be any day other than a legal holiday, Saturday, or Sunday or designated non-workday on which the normal working forces of the Contractor should proceed with regular work for at least **6 hours** toward completion of the Contract. **If the Contractor schedules work on designated non-work day(s) such as weekend or holidays, the Contractor shall reimburse the City of Salinas for inspection services rendered by the City of Salinas for said services during applicable non-working days unless the City requires the Contractor to work on a non-working day.**

The Contractor shall pay to the City of Salinas the sum of **\$1,000.00 per day**, for each and every calendar day delay in finishing the work in excess of the number of working days prescribed above.

Before work may begin, a pre-construction conference shall be held at the office of the City Engineer for the purpose of discussing with the Contractor the scope of work, Contract Plans, Specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the

prosecution of and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include major Subcontractors.

The first paragraph within the Provisions in Section 8-1.03 of the State Standard Specifications is amended by adding the following:

The Contractor shall notify the City Engineer, in writing, of his/her intent to begin work at least 5 calendar days in advance before work is begun for this project. The notice shall be delivered to the office of the City Engineer and shall specify the date the Contractor intends to start. If the project has more than one location of work, a separate notice shall be given for each location.

The first indented paragraph of the third paragraph within the Provisions in Section 8-1.03 of the State Standard Specifications is amended to read:

Notice in writing of the Contractor's intention to start work prior to approval, specifying the date on which he/she intends to start, shall be given to the City Engineer at least 5 calendar days in advance.

The Contractor shall immediately comply with written order of the City Engineer to suspend work wholly or in part in accordance with the Provisions in Section 8-1.05 of the State Standard Specifications and these Special Provisions.

SECTION 5 GENERAL

SECTION 5-1 MISCELLANEOUS

5-1.1 LABOR NONDISCRIMINATION

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations and the City's Federal Mandated Disadvantage Business Enterprise (DBE) Program.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in the Provisions in Section 7 1.02I(2), "Labor Nondiscrimination", of the State Standard Specifications, which is applicable to all nonexempt State Contracts and Subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction Contracts and Subcontracts of \$5,000 or more.

5-1.2 WAGE DETERMINATION

The higher wage rate, BASIC WAGE RATES (State Prevailing Wage rate) or Davis-Bacon Wage Rates, shall be applicable to this Contract.

All wage scales shall be in accordance with applicable determinations made by the Director of the Department of Industrial Relations ("DIR") of the State of California, as provided by Article 2, Chapter 1, Division 2, Part 7 of the Labor Code of the State of California, commencing with Section 1771. In accordance with Section 1773.2 of the said Labor Code, copies of the aforesaid determinations of the Director of the DIR are available on the website address

<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. They shall apply to the Construction Contract and all Subcontractors thereunder.

If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and Subcontractors shall pay not less than the higher wage rate. The Department shall not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes “helper” (or other classifications based on hours of experience) or any other classifications not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and Subcontractors, the Contractor and Subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question. The wage rates determined by the Director of DIR and published in the Department of Transportation publication entitled General Prevailing Wage Rates refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, said published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

The "Statement of Compliance" and "Payroll Report" shall be on forms furnished by the City. Reduced copies of the “Statement of Compliance” and “Payroll Report” forms are attached in Part “C” of these Specifications. No other forms shall be accepted.

Additionally, all contractors and subcontractors must furnish certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) on a weekly basis and in the format prescribed by the DIR, which may include electronic submission.

5-1.3 DIR REGISTRATION

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

All Contractors (prime and subs) must possess and maintain such registration with DIR in order to be awarded and to perform work on public works project. The following is the link to DIR’s Contractor Registration searchable database: [Registrations \(salesforce-sites.com\)](https://www.dir.ca.gov/OPRL/Registrations(salesforce-sites.com))

5-1.4 SUBCONTRACTING

Per section 5-1.13 of the 2022 Caltrans Standard Specification, Prime contractor shall perform work equaling at least 30 percent of the value of the original total bid with your employees and with equipment you own or rent, with or without operators.

Prior to Issuance of Notice to Proceed, Prime contractor shall submit the “Subcontracting Request” (Exhibit 16-B and CEM 1201), which can be found in Part D of these Specifications. All subcontractors, no matter the tier, or amount of work they will perform, shall be listed on this form. All subcontractors shall be approved prior to their work commencing.

Each subcontractor shall have an active and valid:

- 1. State contractor license with a classification appropriate for the work to be performed (Business & Professions Code section 700 et seq.).**
- 2. Public Works contractor registration number with the Department of Industrial Relations.**
- 3. City of Salinas business license.**

5-1.5 SOUND CONTROL REQUIREMENTS

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the Contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed therefore.

5-1.6 WORK TO BE DONE BY OTHERS

Miscellaneous items of work not included under the various Proposal items and as shown on the Plans, "N.I.C." and/or "By Others", will be done by others and is not a part of this Contract.

No additional compensation will be afforded for scheduling or rescheduling of work to allow for the work by others. However, time extension will be granted if Contractor's overall progress is impeded by the work of others.

Work to be done by others shall include, but is not limited to the following:

1. Relocations and adjustments of utility company facilities shall be performed by various utility companies, if necessary and as required.

5-1.7 DISCREPANCIES

Should the Contractor at any time discover any discrepancy or mistake in a drawing or Specification, any variation between dimension on drawings and measurements at site, or any lack of dimensions or other information, he/she shall report at once to the Engineer for correction and shall not proceed with work affected thereby until such correction has been made.

5-1.8 PERMITS AND LICENSES

Attention is directed to Section 7-1.04, Permits and Licenses, of the Standard Specifications, and these Special Provisions.

The Contractor and approved Subcontractor shall obtain all necessary licenses (a valid City of Salinas business license), Building Permit from the City’s Permit Center, City of Salinas Transportation Permit if necessary (including State Permit if applicable), and any other permits required for the project prior to beginning of construction.

All permit fees paid by the Contractor will not be reimbursed by the City of Salinas. The costs for any Underground Service Alert (“U.S.A.”) shall be borne by the Contractor.

Should the permit require specialty testing, payment for necessary materials, and specialty testing including testing results and reports are outside the scope of this Contract and shall be provided by the City of Salinas.

The costs for any retesting as a result of failed tests shall be borne by the Contractor and no additional compensation shall be allowed therefore. All testing labs shall be approved by the City Engineer prior to retesting.

The City of Salinas will provide the appropriate material testing for this project.

The Contractor shall comply with all requirements of the Division of Industrial Safety and the DIR.

5-1.9 INCREASE OR DECREASE QUANTITY

Delete Section 4-1.03B of the Standard Specifications in its entirety. **The City reserves the right to increase or decrease the quantity specified in the Proposal, as deemed necessary, by more than 25% and eliminate any item or work without the adjustment of Contract Unit Prices.**

5-1.10 ITEMS NOT LISTED

Items of labor and materials which are not specifically listed in the Proposal and these Special Provisions as pay items, but which are shown and/or mentioned on the Plans or are required to be done to complete the overall project, shall be considered included in other pay items, and no additional compensation will be allowed, therefore.

5-1.11 LEGAL RELATIONS AND RESPONSIBILITIES AND MAINTAINING TRAFFIC

The Contractor's attention is directed to Section 7 of the Standard Specifications.

The Contractor’s attention is directed to the Provisions in Section 7-1.01F, “Air Pollution Control”, of the City of Salinas Standard Specifications. The Contractor shall abate dust nuisance by cleaning, sweeping, and sprinkling with water during all phases of construction including weekends, holidays, and any other times as directed by the City Engineer. The use of water or other materials that results in mud on the public streets shall not be permitted as a substitute for sweeping. The Contractor shall submit a contact phone number. The Contractor shall respond to dust control abatement requests within four (4) hours of receiving notification. Should the Contractor fail to respond to such notice, the City shall cause to have the abatement completed by any available construction team and deduct that cost from any funds due the Contractor. Payment for dust control abatement and sweeping shall be considered as included in the contract price paid for the various items of work involved and no additional compensation shall be allowed, therefore.

The Contractor’s attention is directed to the Provisions in Section 7-1.01G, “Water Pollution”, of the City of Salinas Standard Specifications. No mud, asphalt, concrete, or cement slurry resulting from saw cutting is allowed to drain into the City’s catch basins. In compliance with the City’s NPDES permit, for sites less

than one-acre ground disturbance, the Contractor shall submit an Erosion & Sediment Control (ES&C) Plan for approval by the City Engineer. In compliance with the Clean Water Act (CWA) and the State's Construction General Permit (CGP) requirements, for sites (1) disturbing one acre or greater or (2) disturbing less than one acre but are part of a larger common plan of development, the Contractor shall enroll in the State's CGP. The Contractor must submit a Storm Water Pollution Prevention Plan (SWPPP), including the filing of a "Notice of Intent" (NOI), to the State Water Resources Control Boards (SWRCB) via SMARTs and the City for review.

The SWPPP shall contain erosion and sediment control Best Management Practices (BMPs) for the Contractor's construction activities in accordance with the City's NPDES permit requirements. Construction activity subject to the State's permit includes clearing, grading, and disturbances to the ground such as stockpiling or excavation but does not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. Construction site erosion and sediment control BMPs must be in place prior to commencement of construction. Additionally, the project must have a WID# assigned by the State prior to initiation of grading activities. The requirements of the State's CGP are intended to be implemented on a year-round basis, not just during rainy season (Oct 1 – Apr 30).

Payment for development and implementation of the SWPPP, as well as compliance with the City's NPDES Construction Site Management requirements shall be as included in the prices paid in Contract items of work as listed in the Proposal and no additional compensation shall be allowed therefore.

The Contractor shall comply with the requirements of CAL-OSHA, the applicable provisions of local, state, and federal regulations governing the project work.

For Traffic Maintenance, the Contractor's attention is directed to Section 7-1.08, "Public Convenience" and Section 12-1.02, "Flagging Costs", of the Standard Specifications and these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from his/her responsibility as provided in said Section 12-1.02. Contractor shall provide delineators for traffic safety:

- A. Whenever immediate action is required to prevent impending injury, death, or property damage, and precautions which are the Contractor's responsibility have not been taken and are not expected to be taken, the City may, after reasonable attempts to notify the Contractor, cause such precautions to be taken and shall charge the cost thereof against the Contractor, or may deduct such cost from any amount due or becoming due from the City. City action or inaction under such circumstances shall not be construed as relieving the Contractor of his/her surety from liability.
- B. The Contractor shall notify the Police, Fire, Traffic, Monterey-Salinas Transit, Engineering Department of jurisdictional agencies involved, affected property owners and businesses, and news media (radio, TV, newspaper) at least ***48 hours*** in advance of any work that will delay traffic. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make his/her own arrangements relative to keeping the working area clear of parked vehicles.

The Contractor shall also be responsible for compliance with additional public safety requirements which may arise during construction. He/she shall exercise special caution against dangerous conditions and shall provide, install and maintain temporary barricades and fencing as may be necessary to protect the public. All construction traffic control devices shall be in place and operational prior to beginning work

or different phases throughout the contract. During construction and within the area of work barricades, signs, lights, flashers and other safety devices shall be used by the Contractor to direct vehicular and pedestrian traffic. During any day between 9:00 a.m. and 3:30 p.m., the Contractor may limit traffic to one lane in each direction with approved traffic control measures, unless otherwise directed by the City Engineer.

During construction and within the area of work barricades, signs, lights, flashers and other safety devices shall be used by the Contractor to direct vehicular and pedestrian traffic. Unless otherwise directed by the City Engineer, the Contractor shall maintain pedestrian and two-way vehicular traffic on the streets at all times. **Closing of any streets will not be allowed.** Traffic safety devices shall be in good repair at all times. Traffic safety devices in need of repair or paint shall be removed immediately from the project on order of the Project Inspector. Upon completion of work, the Contractor shall promptly remove all signs and warning devices.

- C. Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to public traffic.

Whenever vehicles or equipment are parked within six feet of a traffic lane, the shoulder area shall be closed with florescent traffic cones or portable delineators place on a taper in advance of the parked vehicles or equipment and along the roadway at 25-foot intervals to a point not less than 25 feet past the last vehicles or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed as directed by the City Engineer.

All traffic cones used on the project shall conform to the requirements for fluorescent traffic cones in said Section 7-1.09A. The top of fluorescent traffic cones used in the work during the hours of darkness as defined in Division 1, Section 280, of the California Vehicle Code, shall be covered by a 7-inch flexible vinyl reflective cone sleeve. The provisions in Section 12-1.02, "Flagging Costs", of the Standard Specifications are amended to provide that the entire cost of furnishing all flagmen will be borne by the Contractor.

- D. Where work is to be performed on private properties (removal and construction of walks, driveway, etc.), the City Engineer will obtain written permission for right-of-entry from the respective owner prior to performing the work. No work shall be commenced by the Contractor until such permission has been granted and until notified by the City Engineer. The Contractor shall be responsible for any and all property damage and public liability resulting from his/her operation on said private properties.
- E. Unless otherwise directed by the City Engineer, the Contractor shall at all times maintain vehicular and pedestrian access to all properties fronting City streets. The Resident City Engineer shall determine if temporary driveways will be necessary within the limits of work during construction. Traffic shall be maintained on one-half of the street at all times. The Contractor's special attention is directed to Section 10 of the Standard Specifications regarding dust control requirements. The Contractor shall abate dust nuisance by cleaning, sweeping, and sprinkling with water, or other means as necessary during all phases of construction including weekends, holidays and any other times as necessary. Cleanup expenses to the City at various job sites due to the Contractor's failure to comply with the provisions in the Standard Specifications and these Special Provisions will be

charged to the Contractor. The use of water which may result in mud on public streets will not be permitted as substitute for sweeping or other materials. Payment for dust control shall be considered as included in the various pay items and no additional compensation shall be allowed, therefore.

- F. The Contractor shall provide necessary safeguards and shall exercise caution against injury or defacement of any existing site improvements and plantings. The Contractor shall be responsible for any damage resulting from his/her operations and shall repair or replace such damage at his/her own expense. No trucks or vehicles of any kind shall be allowed to pass over area unless adequate protection is provided. Unless designated otherwise, all existing improvements shall be repaired or replaced, in kind, at the Contractors expense.

Temporary ramps, backfill, or covers for incomplete trenching/backfill operations shall also be furnished by the Contractor at the end of each day's work for the protection of vehicular and pedestrian traffic.

The Contractor shall be responsible for any damage to the work which occurs before final acceptance. He/she is to securely cover all openings into the systems and protect all apparatus, equipment or appliance, both before and after being set in place, to prevent obstructions in the pipes and breakage, misuse or disfigurement of the apparatus, equipment or appliance. Contractor shall be responsible for damage to all existing utilities, whether or not they are indicated on the drawings.

- G. Contractor shall provide delineators for traffic safety until such time as all cat tracking has been performed. Cat tracking shall be completed within 8 hours of completed paving/resurfacing at the respective location and shall be maintained in a legible and traffic safety manner by the Contractor until final striping or pavement markings are in place.
- H. Payment - The cost of furnishing all flagmen and police officers, and maintaining traffic as described herein and under the provisions in Section 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and Section 12-2.02, "Flagging Costs", and for complying with the provisions of these Special Provisions shall be included in the various items of work listed in the proposal, and no additional compensation shall be allowed therefore.
- I. Protection of storm drain inlets and/or adjacent waterways shall be in place at all times during construction. Tracking of mud, sediment, concrete washout, trash or other construction-related materials or wastes are not allowed to be discharged in the public rights of way, on private streets, or into the City's storm drain system. Any such discharges shall be cleaned up at the end of the current work shift in which the discharge occurred, or at the end of the current workday, whichever comes first.
- J. Stockpiles shall be adequately covered to avoid contact with rainfall and prevent soil 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 onsite. No release of hazardous substances such as oils, paints, thinners, fuels, concrete washout and other chemicals is allowed; if such a spill occurs that may threaten local water quality, contractor must call 911 immediately and notify City public works staff.

5-1.12 INSPECTIONS AND CONTROL OF WORK

In all cases where inspection of the work is required and/or where portions of the work are specified to be performed under the direction and/or inspection of the City Engineer, the Contractor shall notify the City Engineer at least 48 hours in advance of the time such inspection and/or direction is required.

The Contractor's attention is directed to Section 5-1.08 of the Standard Specifications. In addition to the requirements of said section, the Contractor's representative shall notify the Engineer daily of the following day's proposed work schedule in order to plan for appropriate inspections. The Contractor's Representative shall also submit a daily Report of the day's construction activity for review and approval. The daily report shall contain the name, ***classification and detailed task listing***, of all personnel and equipment, including all Subcontractors, at work that day.

All work and materials shall be subject to inspection at all times by representatives of the City Engineer.

Before starting work, the Prime Contractor shall assign a representative to:

1. Receive the City Inspector/Engineer's orders
2. Implement the City Inspector/Engineer's orders
3. Supervise the workers
4. Coordinate the Subcontractors' work

Payment for submitting the Contractor's daily report and notification of the next day work schedule under this section shall be considered included in the various contract prices, and no additional compensation shall be allowed, therefore.

5-1.13 CLOSING OF UNINSPECTED WORK

Contractor shall not allow nor cause any of his work to be covered or enclosed until it has been inspected and approved by the City Engineer. Should any of his work be enclosed or covered before such inspection and approval he shall uncover the work at his own expense and after inspection make all repairs necessary to restore his work to its original condition.

5-1.14 COORDINATION AND COOPERATION

The Contractor shall schedule operations to cooperate and work harmoniously with City forces, Utility Companies, affected property owners and tenants, other Contractors, and the City of Salinas during the execution of this Contract; coordinating all activities to prevent unnecessary conflicts, delays, and disruptions to the progress of the project. Scheduling of construction activities should be in conformance with Caltrans Construction Site BMP SS-1 ("Scheduling"), with every effort made to perform the Grading and Clearing and Grubbing operations during dry season (May 1 – Sept 30).

The construction progress schedule under Section 8-1.04 of the Standard Specifications is required of this Contract and such schedule shall show the coordination between the Contractor and utility companies to minimize delays to the overall progress of the work.

5-1.15 OPEN AND/OR TRENCH EXCAVATIONS DEEPER THAN FOUR FEET BELOW THE SURFACE

The Contractor shall promptly and before the following conditions are disturbed, notify the City Engineer in writing of any:

Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II or Class III disposal site in accordance with the existing law.

Subsurface or latent physical conditions at the site differing from those indicated.

Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

Should the conditions materially differ or do involve hazardous waste, any additional work will be per Section 4-1.05 “Changes and Extra Work” of the State Standard Specifications.

Your attention is directed to Section 9-1.10 “Arbitration”, of the Standard Specifications. In the event of a dispute as to whether the conditions materially differ or do involve hazardous waste, the Contractor shall continue to proceed with all work to be performed under the Contract and shall retain all rights provided either by Contract or by law which pertain to the resolution of any dispute or protest.

5-1.16 GRAFFITI

The Contractor shall remove **all graffiti** from any equipment and/or structures (any type), new or existing within the limits of project within **24 hours** daily throughout the contract. The contractor **shall not** bring any equipment to the project site with graffiti on it.

Payment for graffiti removal, if required, shall be borne by the Contractor and no additional compensation shall be allowed, therefore.

5-1.17 PUBLIC SAFETY

The Contractor shall provide for the safety of traffic and the public in accordance with the Provisions in Section 7 1.09, “Public Safety”, of the Standard Specifications and these Special Provisions.

The Contractor shall install temporary railing (Type K) between any lanes carrying public traffic and any excavation, obstacle, or storage area when the following conditions exist:

- 1) Excavations – Any excavation, the near edge of which is 12’ or less from the edge of the lane, except:
 - a) Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public
 - b) Excavations less than 1’ deep
 - c) Trenches less than 1’ wide for irrigation pipe or electrical conduit, or excavations less than 1’ in diameter
 - d) Excavations parallel to the lane for the purpose of pavement widening or reconstruction
 - e) Excavations in side slopes, where the slope is steeper than 4:1
 - f) Excavations protected by existing barrier or railing.
- 2) Temporarily Unprotected Permanent Obstacles – Whenever the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or whenever the Contractor, for his/her convenience and with permission of the City Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete-in-place during the same day.
- 3) Storage Areas – Whenever material or equipment is stored within 12’ of the lane and such storage is not otherwise prohibited by these Special Provisions. Chemicals or hazardous materials shall not be stored in these areas.

The approach end of temporary railing (Type K) installed in accordance with the requirements within the Provisions in this Section “Public Safety” and in Section 7-1.09, “Public Safety”, of the Standard

Specifications shall be offset a minimum of 15' from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 1' transversely to 10' longitudinally with respect to the edge of the traffic lane. If the 15' minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the Provisions in Section 12-3.08, "Temporary Railing (Type K)", of the Standard Specifications. Temporary railing (Type K) shall conform to the details shown on the State Standard Plan No. T3. Temporary railing (Type K) fabricated prior to January 1, 1993, and conforming to the 1988 State Standard Plan No. B11 30 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

The fourteenth paragraph of the Provisions in Section 12-3.08, "Temporary Railing (Type K)", of the State Standard Specifications is amended to read:

Each rail unit placed within 10' of a traffic lane shall have a reflector installed on top of the rail as directed by the City Engineer. A Type OM-3L or OM-3R marker panel shall also be installed at each end of railing installed adjacent to a two-lane, two-way highway and at the end facing traffic of railing installed adjacent to a one-way roadbed. If the railing is placed on a skew, the marker shall be installed at the end of the skew nearest the traveled way. Type OM-3L or OM-3R marker panels shall conform to the Provisions in Section 82, "Markers and Delineators"; of the Standard Specifications except that the Contractor shall furnish the marker panels.

Reflectors on temporary railing (Type K) shall conform to the Provisions in the State Standard Specifications.

Temporary crash cushion modules shall conform to the Provisions in the State Standard Specifications.

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

Approach speed of public traffic (posted limit) Miles Per Hour	Work Areas
Over 45	Within 6' of a traffic lane but not on a traffic lane
35 to 45	Within 3' of a traffic lane but not on a traffic lane

The lane closure Provisions of this Section shall not apply if permanent or temporary railing or barrier protects the work area.

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

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

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

5-1.18 AREAS FOR CONTRACTOR'S USE

The street right-of-way shall be used only for purposes that are necessary to perform the required work. The Contractor **shall not** occupy the right-of-way, or allow others to occupy the right-of-way, for purposes, which are not necessary to perform the required work.

SECTION 6 SAFETY AND HEALTH

6-1.1 CONTRACTOR'S RESPONSIBILITY FOR SAFETY

The Contractor certifies that he/she is experienced and qualified to anticipate and meet the safety and health requirements of this Project. For informational purposes only the Contractor shall submit to the City a copy of their Injury and Illness Prevention Program. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. This requirement will apply continuously **24 hours a day** every day until final acceptance of the Work and shall not be limited to normal working hours. The duties of the City, Engineer and Inspector do not include review of the adequacy of the Contractor's safety measures in, on, or about the site and vicinity.

- A. **Safety Officer**: The Contractor shall designate a fully trained and responsible member of his organization at the site whose duty shall be prevention of hazards and accidents and who shall have the authority to direct work for the Contractor.
- B. **Safety Supervisor**: The Contractor shall designate Safety Supervisors for each work site. One Safety Supervisor may be the Safety Officer. The other Safety Supervisors shall work for the Safety Officer. Each shall be fully trained for the type of work being performed and shall have authority to direct the Contractor's work.

6-1.2 SAFETY MEASURES

The Contractor shall comply with all laws, ordinances, codes, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall maintain copies of all documents mentioned or referenced in this Section readily available at the site until the work is completed. In the event the Contractor fails to observe any of the necessary safety provisions, the Owner may stop the work and direct the Contractor to comply with the applicable provisions, or may order the necessary work to be done by others. All impacts, both monetary and time-related, associated with stoppage of the work in order to comply with the City's directives pertaining to safety requirements, and all costs of having the necessary work done by others shall be borne by the Contractor.

6-1.3 CONFINED SPACE SAFETY

Work performed in or about wastewater (sewage) facilities, including but not limited to manholes, pipes, tanks, basins, and structures, carries with it the high potential for exposure of workers and other persons to hazardous conditions. The Contractor is required to be especially alert to these conditions. These conditions may include, but are not be limited to, exposure to hydrogen sulfide, carbon dioxide, methane, carbon monoxide and other gases; exposure to atmospheres containing insufficient oxygen to support human life; exposure to wastewater (sewage) which may contain bacteriological, chemical, and other constituents harmful to humans; working in conditions where engulfment or entrapment of personnel may occur (such as in trench excavation); and working in structures with uneven or slippery surfaces and with difficult and limited access. Many of these environments are classified as "confined spaces" in the Federal National Institute of Occupational Safety and Health (NIOSH) regulations and/or the State of California's

General Industrial Safety Orders. The Contractor shall be fully familiar with, and shall strictly adhere to and comply with, the applicable sections of these documents pertaining to confined spaces. In the event of a conflict between applicable requirements, the more restrictive shall apply. Solely as an aid to the Contractor, and without assuming any liability for their completeness or for determining if they are the regulations that are currently in effect, the Owner has included excerpts from the State of California General Industry Safety Orders which the City believe are applicable to the Works. These excerpts consist of State of California, Administrative Code, Title 8, General Industry Safety Orders, Articles 107 and 108 are found at the end of these Specifications (provided by the Owner).

6-1.4 PERSONAL HYGIENE

Persons involved in the work may be exposed to disease-producing organisms in wastewater (sewage). The Contractor shall require his/her personnel to observe proper hygienic precautions, including washing of hands and other exposed portions of the body with disinfecting soap and water before eating or smoking. Contractor shall provide Port-a-Potty for all workers at his/her expense, in compliance with all applicable laws and regulations. Proper trash management and secondary containment shall be implemented for portable chemical toilets.

6-1.5 PUBLIC SAFETY AND CONVENIENCE

The Contractor shall conduct his/her work so as to insure the least possible obstruction to traffic and inconvenience to the general public in the vicinity of the work and to insure the protection of persons and property. No road or street shall be closed to the public except with the permission of the City Engineer and the proper governmental authority. Fire hydrants on or adjacent to the work shall be accessible to fire-fighting equipment. Temporary provisions shall be made by the Contractor to insure the use of sidewalks, private and public driveways and proper functioning of gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses.

6-1.6 WARNINGS AND BARRICADES

The Contractor shall provide and maintain barricades, guards, temporary bridges and walkways, watchmen, night lights and danger signals illuminated from sunset to sunrise, and all other necessary appliances and safeguards to protect the Work, life, property, the public, excavations, equipment and materials. Barricades shall be of substantial construction and shall be painted such as to increase their visibility at night. Suitable warning signs shall be placed and illuminated at night as to show in advance where construction, barricades, or detours exist. Guard rails shall be provided for bridges or walkways over or adjoining excavations, shafts and other openings and locations where injury may occur.

6-1.7 FIRE PREVENTION

- A. Fire Extinguishers and Hoses: The Contractor shall furnish and maintain fully charged fire extinguishers of the appropriate type, supplemented with temporary fire hoses wherever an adequate water supply exists, at the places where burning, welding or other operations that may cause a fire are being performed.
- B. Flammable, Hazardous, or Toxic Materials: Solvents, gasoline, and other hazardous materials may be in the wastewater (sewage), and therefore, the work site may be hazardous to open flame, sparks, or unventilated occupancy. The Contractor shall take measures to ensure his personnel observe proper safety precautions when working in these areas. Only a working supply of flammable,

hazardous or toxic materials shall be permitted in or on any of the permanent structures and improvements and shall be removed there from at the end of each day's operations. The Contractor shall properly store flammable, hazardous or toxic materials and waste separate from the Work and stored materials for the Works in a manner that prevents contact with stormwater, spontaneous combustion or dispersion, and none shall be placed in any sewer or drain piping nor buried on the City's or other property. The Contractor shall maintain a current and up-to-date copy of all laws, ordinances, codes, rules, regulations and lawful orders of any regulatory authority having jurisdiction of control over flammable, hazardous or toxic materials and, at his/her expense, shall comply with said laws, ordinances, codes, rules, regulations and lawful orders.

6-1.8 SAFETY HELMETS, CLOTHING AND EQUIPMENT

The Contractor shall not permit any person for whom he/she is responsible or liable to enter or remain on the site of the Work unless the person is equipped with and wearing a safety helmet and other protective clothing and safety equipment as required and shall discharge from the site all persons not so equipped. The Contractor shall post conspicuous signs at the appropriate locations warning the public and persons engaged upon the Work of this requirement.

6-1.9 HAZARDOUS AREAS

The Contractor shall not permit or allow any person or persons to enter any pipe or space containing hazardous or noxious substances or gases, or where there is an insufficient amount of oxygen to sustain life and consciousness, or any other hazardous area unless equipped with lawful and appropriate safety equipment and life supporting apparatus, and unless those entering are continually monitored and guarded by and in communication with other persons outside the space or area who are equipped in the same way, can give an alarm to others for assistance, and initiate immediate rescue operations in the event of mishap.

6-1.10 EMERGENCIES

- A. **Work During an Emergency:** The Contractor shall perform any and all operations and shall furnish any materials and equipment necessary during an emergency endangering life or, property and, in all cases, shall notify the City Engineer of the emergency as soon as practicable, but shall not wait for instruction before proceeding to properly protect both life and property. Any additional compensation or extension of Contract Time by the Contractor on account of an emergency shall be applied for to the City.
- B. **Representatives for Emergencies:** The Contractor shall file with the Owner a written list giving names, addresses, and telephone numbers of at least two of his/her representatives who can be contacted at any time in case of emergency. The representatives shall be fully authorized and equipped to correct unsafe or inconvenient conditions on short notice. The Contractor shall promptly notify the Owner of all changes in the listing.

6-1.11 SUBMITTALS

Prior to receiving Notice to Proceed, the Contractor shall submit to the City Engineer the following:

- 1) Safety Best Management Practices Plan.
- 2) Safe Construction Operation Plan.
- 3) a copy of his/her Injury and Illness Prevention Program Manual.
- 4) a list of safety equipment he/she will maintain on site.

- 5) the name of his/her Safety Officer and Safety Supervisor(s) who will be responsible for maintaining safety at each work site.
- 6) a description of any job-specific measures he/she will be using which are not contained in his/her manual.
- 7) Proof of current safety training for all individuals who will be working on the site.

The City shall not review these materials but shall maintain these materials for record purposes.

6-1.12 IMPLEMENTATION

It is the Contractor's responsibility to follow his/her own safety program and provide one or more designated Safety Supervisor(s) at each work site.

6-1.13 PAYMENT

No separate payment will be made for maintaining safety and health and it shall be considered as included in the prices paid for the various Contract items of work as listed in the Proposal and no additional compensation shall be allowed, therefore.

SECTION 7 DISPOSAL

7-1.1 DISPOSAL OF MATERIAL OUTSIDE THE RIGHT OF WAY

If the Contractor elects to dispose of materials at locations other than those where arrangements have been made by the City, or, if material is to be disposed of and the City has not made arrangements for disposal of the material, the Contractor shall make arrangements for disposing of the materials outside the highway right of way and shall pay all costs involved. Arrangements shall include, but not be limited to, entering into agreements with property owners and obtaining necessary permits, licenses, and environmental clearances. Before disposing of any material outside the highway right of way, the Contractor shall furnish to the Engineer satisfactory evidence that the Contractor has entered into agreements with the property owners of the site involved and has obtained the permits, licenses and clearances.

When any material is to be disposed of outside the highway right of way, and the City has not made arrangements for disposal of the material, the Contractor shall first obtain written authorization from the property owner on whose property the disposal is to be made and the Contractor shall file with the Engineer the authorization or a certified copy thereof together with a written release from the property owner absolving the City from any and all responsibility in connection with the disposal of material on the property. Before any material is disposed of on the property, the Contractor shall obtain written permission from the Engineer to dispose of the material at the location designated in the authorization.

When material is disposed of as above provided and the disposal location is visible from a highway, the Contractor shall dispose of the material in a neat and uniform manner to the satisfaction of the Engineer.

Where the City has made arrangements with owners of land in the vicinity of a project for the disposal of materials on an owner's property, the arrangements are made solely for the purpose of providing all bidders an equal opportunity to dispose of the materials on the property. Bidders or Contractors may, upon written request, inspect the documents evidencing the arrangements between property owners and the City. The Contractor may, if the Contractor so elects, exercise any rights that have been obtained, which may be exercised by a Contractor under the arrangements, subject to and upon the conditions hereinafter set forth.

Such arrangements are not a part of the contract and it is expressly understood and agreed that the City assumes no responsibility to the bidder or Contractor whatsoever in respect to the arrangements made with the property owner to dispose of materials thereon and that the Contractor shall assume all risks in connection with the use of the property, the terms upon which the use shall be made, and there is no warranty or guaranty, either express or implied, as to the quantity or types of materials that can be disposed of on the property.

In those instances, in which the City has compiled "Materials Information" as referred to in Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work," the compilation will include the documents setting forth the arrangement made with some of the property owners for the disposal of material on those owners' properties. The inclusion of the documents therein shall not in any respect operate as a waiver of any of the provisions in this Section 7-1.01 concerning the documents.

- The bidder or Contractor is cautioned to make such independent investigation and examination as the Contractor deems necessary to be satisfied as to the quantity and types of materials which may be disposed of on the property and the rights, duties and obligations acquired or undertaken under the arrangement with the property owner.

- Notwithstanding that the Contractor may elect to dispose of materials on any such property owner's property, no material may be disposed of on that property unless the Contractor has first either:

- (1) Executed a document that will guarantee to hold the owner harmless from all claims for injury to persons or damage to property resulting from the Contractor's operations on the property owner's premises and also agree to conform to all other provisions set forth in the arrangement made between the City and the property owner. The document will be prepared by the Engineer for execution by the Contractor, or

- (2) Entered into an agreement with the owner of the disposal site on any terms mutually agreeable to the owner and the Contractor; provided that the Contractor shall furnish to the Engineer a release, in a form satisfactory to the Engineer, executed by the owner, relieving the City of any and all obligations under the City's arrangement with the owner.

- If the Contractor elects to dispose of material under (1), the use of the site shall be subject to the terms, conditions and limitations of the arrangement made between the property owner and the City and the Contractor shall pay those charges that are provided for in the arrangement made by the City with the property owner, and deductions will be made from any moneys due or that may become due the Contractor under the contract sufficient to cover the charges for the material disposed of.

- If the Contractor elects to dispose of material under (2), the Contractor shall pay those charges that are provided for in the agreement between the owner and the Contractor and deductions will not be made from any moneys due or that may become due the Contractor under the contract to cover the charges.

- Before acceptance of the contract, the Engineer may require the Contractor to submit written evidence that the owner of the disposal site is satisfied that the Contractor has satisfactorily complied with the provisions of either - (1), the arrangement between the City and the owner, or (2), the agreement between the owner and the Contractor, as the case may be.

- Full compensation for all costs involved in disposing of materials as specified in this Section 7-1.01, including all costs of hauling, shall be considered as included in the price paid for the various contract items of work and no additional compensation will be allowed, therefore.

SECTION 8 MATERIALS

SECTION 8-1 MISCELLANEOUS

8-1.1 GENERAL

Attention is directed to the Provisions in Section 6, "Control of Materials", of the State Standard Specifications and these Special Provisions.

All materials required to complete the work under this Contract shall be furnished by the Contractor except when otherwise specified herein. **Contractor shall provide a schedule of value for all lump sum items of work as listed in the Proposal. The schedule of values shall be used for any addition and/or deletion to that particular item of work.**

8-1.2 MATERIAL TESTING

Wherever relative compaction is specified to be determined by Test Method No. Calif. 216 or Test Method No. Calif. 312, the relative compaction shall be determined by Test Method No. 231 in accordance within the Provisions in Section 6-2 of the State Standard Specifications and the **City of Salinas Quality Assurance Plan**.

All tests and frequency of tests shall be in accordance with the **City of Salinas Quality Assurance Plan**. Your attention is directed to the Provisions in Section 7-1.04, "PERMITS AND LICENSE", concerning special testing.

8-1.3 SUBSTITUTIONS

Reference in these Specifications to any article, device, product, material, fixture, form or type of construction by name, make or catalog number is to be interpreted only as establishing a standard of quality, and not to be construed as limiting competition. In such cases, the Contractor may, at his/her option, use any article, device, product, material, fixture, form, or type of construction equal to that specified. The City Engineer is the final judge of acceptability of proposed substitute and the Contractor proposing substitution shall furnish, at his/her expense, any data, samples, test, etc., as required by the City Engineer to determine quality of the proposed substitutions.

In addition, all proposed substitutions **shall** be:

1. Submitted within **35 calendar days** following award of the Contract as approved by City Council;
2. Proven to the City Engineer to be equal or superior to the specified item in all respects; and
3. Accompanied by shop drawings and/or complete descriptive information.

All dimensional or functional changes, or changes to other work which is required by, or are a result of, an acceptable substitution shall be the sole and complete responsibility of the Contractor and shall be made at no additional cost to the City of Salinas.

The Contractor shall make no substitutions of materials or equipment without written approval of the City Engineer.

SECTION 9 DESCRIPTION OF PROJECT

The work within Base Bid, in general, shall include furnishing all labor, materials, tools, equipment, and incidentals required for construction in accordance with the Plans and these Specifications for the work

herein, for the EAST MARKET STREET CYCLE TRACK QUICK BUILD PROJECT and is fully described as follows:

In general, the work shall include, but is not limited to the construction of raised concrete median cycle tracks, installation of street signs, curb markings, and all incidental and appurtenant improvements and restorations specified on the Plans and herein these Special Provisions.

Such other items or details, not mentioned above, that are required by the Plans, the City of Salinas Standard Specifications, or these Special Provision, shall be performed, placed, constructed, and/or installed for a complete project. Payment shall be considered as included in the prices paid for the various Contract items of work as listed in the Proposal and no additional compensation shall be allowed, therefore.

Except for authorized changes in the work, payment for said complete-in-place finished work or improvement shall be made only on the basis of the Contract items of work listed in the Proposal. All other work, including the furnishing of labor, materials, tools, equipment and incidentals, provided for in these Special Provisions and Contract, or required for the proper completion of the work as a whole, for which no separate payment has been provided shall be a supplementary obligation for the Contractor and payment therefore shall be considered as included in the prices paid for the various Contract items of work as listed in the Proposal and no additional compensation shall be allowed therefore.

SECTION 10 CONSTRUCTION DETAILS

SECTION 10-1 GENERAL

10-1.1 ORDER OF WORK

Order of work shall conform to the Provisions in these Special Provisions.

All work under this project shall be scheduled, coordinated, and executed as necessary to permit construction to be completed within the constraints of the project. The Contractor and utility companies shall coordinate and schedule their operations to minimize disruptions or delays.

All operations shall be coordinated to eliminate any possibility of damage, or unnecessary removal, replacements and/or modifications to existing facilities or to facilities constructed under this Project.

The Contractor shall submit a Traffic Control Plan of his/her proposed construction operation together with a diagram indicating his/her layout for traffic control. This Plan shall be subject to the approval of the City Engineer and shall be submitted at least 10 calendar days prior to the beginning of any construction and/or any work. No work shall begin until the City Engineer or his/her designee has approved the Traffic Control Plan.

The Plan shall show the type of location of advanced warning signs for construction phasing, construction, scheduling, details, lane closures and other items deemed necessary by the City Engineer and shall be in accordance with the Provisions in Section 5-1.11, "Legal Relations, Responsibilities, and Maintaining Traffic", of these Special Provisions.

Lane closures shall conform to the Provisions in Section "Legal Relations and Responsibilities and Maintaining Traffic", and "Closure Requirements and Conditions" of these Special Provisions.

The term closure, as used herein, is defined as the closure of a traffic lane or lanes, within a single traffic control system.

10-1.2 LEGAL

The Contractor's attention is directed to Section 7 of the State Standard Specifications.

The Contractor shall exercise special caution against dangerous conditions and provide temporary barricades and fencing as may be necessary to protect the public. During construction within the area of work, barricades, signs, lights, flashers, and other safety devices shall be used by the Contractor to direct vehicular and pedestrian traffic.

The Contractor's special attention is directed to Section 10 of the State Standard Specifications regarding dust control requirements. The Contractor shall abate dust nuisance by cleaning, sweeping, and sprinkling with water, or other means as necessary during all phases of construction including weekends, holidays and any other times as necessary. Payment for dust control shall be considered as included in the price paid for all items listed in the Proposal and no additional compensation shall be made.

The Contractor shall provide necessary safeguards and shall exercise caution against injury or defacement of any existing site improvements and plantings. The Contractor shall be responsible for any damage resulting from his/her operations and shall repair or replace such damage at his/her own expense. No trucks or vehicles of any kind shall be allowed to pass over area unless adequate protection is provided. Unless designated otherwise, all existing improvements shall be repaired or replaced, in kind, at the Contractor's expense.

The Contractor is to be responsible for any damage to the work which occurs before final acceptance. He/she is to securely cover all openings into the systems and protect all apparatus, equipment and appliances, both before and after being set in place, to prevent obstructions in the pipes and breakage, misuse or disfigurement of the apparatus, equipment or appliance.

Temporary ramps, backfill, or covers for incomplete trenching/backfill operations shall also be furnished by the Contractor at the end of each day's work for the protection of vehicular and pedestrian traffic.

Unless otherwise directed by the City Engineer, the Contractor shall at all times maintain vehicular and pedestrian access to all properties fronting on City of Salinas streets. **Two-way traffic shall be maintained at all times, or an exception may be approved by the City Engineer.**

10-1.3 INSPECTION AND CONTROL OF WORK

The Contractor's attention is directed to the Provisions in Section 5 of the City of Salinas Standard Specifications and the Provisions in Section 5-1.12 of these Special Provisions.

10-1.4 FINAL INSPECTION AND CLEANUP

At the completion of the work, a final inspection will be made by the City Engineer. The Contractor will be responsible for final cleanup of the project area in accordance of the Provisions with Section 4-1.13 of the State Standard Specifications.

10-1.5 WORKMANSHIP

All work performed under this Contract shall be of the highest quality of the trade and the Contractor shall employ only workers who are skilled and thoroughly familiar with the type of improvements proposed.

10-1.6 PROGRESS SCHEDULE

A progress schedule shall be prepared by the Contractor for this Contract and shall conform to the Provisions in Section 8-1.04 "Progress Schedule" of the Standard Specifications and shall be delivered to the City Engineer at the pre-construction meeting. **No work shall begin until the Progress Schedule has been approved by the City Engineer.**

Such progress schedule (bar chart type or other) shall show coordination of major portions of the work including utility relocations/adjustments and other related work by others.

The Contractor shall schedule operations in cooperation with other Contractors and the utility companies to avoid unnecessary conflicts, delays, and disruptions to the progress of this project. Attention should be given to scheduling of all land disturbance activities in dry season (May 1 – Sept 30).

This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Contractor's Construction Schedule.
2. Submittals Schedule.
3. Certificate of Compliance.

10-1.6A DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
 2. Predecessor Activity: An activity that precedes another activity in the network.
 3. Successor Activity: An activity that follows another activity in the network.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Float: The measure of leeway in starting and completing an activity.
 1. Float time is not for the exclusive use or benefit of either Engineer or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
- E. Fragment: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- F. Major Area: A story of construction, a separate building, or a similar significant construction element.

10-1.6B SUBMITTALS

- A. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
 1. Scheduled date for first submittal.
 2. Specification Section number and title.
 3. Submittal category (action or informational).
 4. Name of subcontractor.
 5. Description of the Work covered.
 6. Scheduled date for approval.

- B. Preliminary Network Diagram: Submit two copies, large enough to show entire network for entire construction period. Show logic ties for activities.
- C. Contractor's Construction Schedule: Submit two copies of initial schedule, large enough to show entire schedule for entire construction period.
 - 1. Submit an electronic copy of schedule.
- D. CPM Reports: Concurrent with CPM schedule, submit three copies of each of the following computer-generated reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days. Contractor shall submit an updated monthly CPM schedule for the duration of the project.
 - 1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
 - 2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
 - 3. Total Float Report: List of all activities sorted in ascending order of total float.

10-1.6C COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from parties involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

10-1.6D PROGRESS MEETINGS

In addition to the pre-construction meeting, conduct progress meetings at weekly intervals. Coordinate dates of meetings with preparation of payment requests.

- 1. Attendees: In addition to representatives of Engineer and contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
- 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1. Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:

- 1) Sequence of operations.
 - 2) Status of submittals.
 - 3) Deliveries.
 - 4) Utility Coordination.
 - 5) Site utilization.
 - 6) Temporary facilities and controls.
 - 7) Work hours.
 - 8) Hazards and risks.
 - 9) Progress cleaning.
 - 10) Quality and work standards.
 - 11) Status of correction of deficient items.
 - 12) Field observations.
 - 13) RFIs.
 - 14) Status of proposal requests.
 - 15) Pending changes.
 - 16) Status of Change Orders.
 - 17) Pending claims and disputes.
 - 18) Documentation of information for payment requests.
2. Minutes: Record the meeting minutes.
 3. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

10-1.6E PRODUCTS

SUBMITTALS SCHEDULE

Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.

- a. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
- b. Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than 15 days, unless specifically allowed by Engineer.
2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
4. Startup and Testing Time: Include not less than Thirty days for startup and testing.
5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion and allow time for Owner's administrative procedures necessary for certification of Substantial Completion.

Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.
2. Work by Engineer: Include a separate activity for each portion of the Work performed by Engineer.
3. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Partial occupancy before Substantial Completion.
 - e. Use of premises restrictions.
 - f. Provisions for future construction.
 - g. Seasonal variations.
 - h. Environmental control.
4. Work Stages: Indicate important stages of construction for each major portion of the Work.

Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.

Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragments to demonstrate the effect of the proposed change on the overall project schedule.

CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for the Notice of Award. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.

Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

1. For construction activities that require 3 months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

10-1.6F EXECUTION

CONTRACTOR'S CONSTRUCTION SCHEDULE

Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate Actual Completion percentage for each activity.

Distribution: Distribute copies of approved schedule to Engineer, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.
2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

10-1.7 OBSTRUCTIONS

Attention is directed to the Provisions in Section 8-1.10, "Utility and Non-Highway Facilities" and Section 15, "Existing Highway Facilities", of the City of Salinas Standard Specifications and these Special Provisions.

10-1.8 UTILITY DETERMINATION

The Contractor shall coordinate with the utility companies to locate and mark all utility mains and service laterals, including depth within the project area. Contractor shall make full determination of all underground utilities in order to prevent damage or disruption to the existing services during construction. The Contractor shall contact the **Underground Service Alert ("U.S.A.")**, telephone number **811**, **48 hours in advance before performing any trenching or excavation work.**

Contractor shall adhere to all U.S.A.-North rules and regulations. Contractor shall be responsible for protecting all utility facilities (MH lids, water valves, gas valves, etc.).

The Contractor is hereby notified that some utility conflicts, if any, may exist at the start of construction. The Contractor shall be prepared to schedule his/her work around these conflicts. The utility companies have been advised to work in close cooperation with the Contractor. While the Contractor shall be granted time extensions without penalty for utility delays if such delays impede his/her overall progress, no extra payment will be made for utility delays, except as provided in these Special Provisions. Such time extensions will furnish evidence that his/her overall progress is being delayed. Minor reassignment of work forces or equipment which may be in conflict with utility's work shall not be construed as delay in the Contractor's progress.

Utility company's work, if any, shall be done concurrently with this project and shall include work within the street right-of-way. The Contractor shall schedule and coordinate his/her installations with the utility companies to avoid any conflicts which may impede the overall progress of the project. All removals, installations, and relocations of conflicting underground and above ground utilities shall be executed by the respective utility companies at their expense.

The utilities shown on the Plans are for reference only and are based on utility company records. Known conflicts have been investigated and approximate cover indicated on Plans, if any. The Contractor shall prosecute the work exercising reasonable care not to damage any such facilities. **If the Contractor, while performing the work, discovers facilities not identified on the Plans, he/she shall immediately notify the utility company and the City Engineer in writing within 72 hours.**

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions to be taken by the Contractor to protect the health, safety and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to: natural gas pipelines, underground telephone, cable TV and electric supply system conductors or cables either directly buried or in duct or conduit. The Contractor shall notify the City Engineer at least 24 hours prior to performing any work in the vicinity of such facilities.

Repair of pipes due to accidental or convenience removals (including equipment conflicts) shall be at the expense of the Contractor and no additional compensation will be allowed.

10-1.9 COORDINATION AND COOPERATION WITH UTILITY COMPANIES AND OTHER CONTRACTORS

The Contractor shall be required to cooperate and work harmoniously with the public utility companies, other Contractors, affected property owners, tenants, and the City of Salinas during the execution of this Contract.

Prior to any work, the Contractor shall submit a schedule for his/her work reflecting coordination with other Contractors, if any, and utility companies. All work shall be coordinated to minimize delays to the overall progress of the work.

10-1.10 UNDERGROUND OBSTRUCTIONS

Other than utility work, the removal and relocation of all underground obstructions, including but not limited to sprinkler systems, water mains, or electrical conduits shall also be the responsibility of the Contractor and shall be considered as included in the prices paid for the various Contract items of work as listed in the Proposal and no additional compensation shall be allowed therefore.

Repair of pipes, electrical conduits, and other appurtenances due to accidental or convenience removals shall be at the expense of the Contractor and no additional compensation shall be allowed therefore.

Traffic signal, vehicle detector loops, street lighting, or equipment damaged during construction shall be completely replaced by the Contractor or a Subcontractor specializing in traffic signal and street lighting construction. If the damaged or removed curb and gutter or sidewalk is in a pedestrian crosswalk area, the Contractor shall construct an ADA pedestrian access ramp for the handicapped as part of the restoration required by this subsection, unless otherwise approved by the jurisdictional agency through the City Engineer. At an intersection, the crosswalk area shall be considered to include, but not necessarily be limited to, the entire curb return area. If the damaged or removed curb and gutter is in an area where no sidewalk exists, the ADA pedestrian access ramp shall not be required. The ADA pedestrian access ramp shall be constructed in accordance with the notes and details shown on the Plans, or, on the absence thereof,

the requirements of the jurisdictional agency as furnished by the City Engineer. In the event field conditions necessitate a change of Plan which requires the removal of curb and gutter or sidewalk not previously requiring removal within pedestrian crosswalk areas as described above, the Contractor shall construct a ADA pedestrian access ramp, and payment therefore shall be made under the Provisions of Section 4-1.05, "Changes and Extra Work" of the State Standard Specifications. The ADA pedestrian access ramp shall be constructed in accordance with City of Salinas Details provided by the City Engineer.

10-1.11 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.

10-1.12 SUBMITTALS/DRAWINGS OF RECORD/CRITERIA FOR FURNISHING PLANS AND SPECIFICATIONS TO CONTRACTOR

The Contractor shall review, stamp, and sign with his/her approval and submit, with promptness and in orderly sequence so as to cause no delay in the work or in the work of any Contractor, all shop drawings and samples required by the Contract Documents or subsequently by the City Engineer as covered by modifications. Shop drawings and samples shall be properly identified as specified, or as the City Engineer may require. At the time of submission, the Contractor shall especially inform the City Engineer in writing of any deviation in the shop drawings or samples from the requirements of the Contract Documents (the mere inclusion of the information is not sufficient notice).

Shop drawings, including manufacturer's literature, catalog cuts, or other printed material shall be entitled with the name of the product on each sheet and shall otherwise be identified by listing the particular Division, Section Article or reference of the work pertaining thereto. Differing items shall not be submitted on the same sheet.

For all shop drawings, submit one reproducible copy with one print of each drawing, rolled in a mailing tube and fully protected for shipment. Provide a clear space of sufficient size for stamping and comments on each shop drawing. For the purpose of these Specifications, a reproducible copy shall mean the original tracing or a legible, double-coated reproducible sepia print, positive side up.

The City Engineer shall annotate and stamp the reproducible and shall forward same to the Contractor's printer, who shall make and return three prints plus the original tracing to the City Engineer. Additional prints required by the Contractor shall be forwarded to the Contractor. The cost of printing and mailing are the responsibility of the Contractor and no additional compensation shall be allowed, therefore.

Unless otherwise specified, for standard manufactured items, submit six copies of manufacture's catalog or data sheets for each submission, showing illustrations of the item to be furnished, scaled details, sized, dimensions, performance characteristics, wiring diagrams, controls and other pertinent information. Two copies of a submission shall be returned to the Contractor approved by the City Engineer as noted on the documents. The City Engineer will retain one copy and the remaining copies will be distributed to the City Inspector.

The foregoing procedure does not preclude informal reviews of shop drawings prepared by the fabricator for reinforcing steel, miscellaneous iron, structural steel, by the Structural Engineer or for mechanical and electrical components by the Mechanical and Electrical Engineer. No distribution of shop drawings and setting drawings, except as noted, shall be permitted.

By approving and submitting shop drawings and samples, the Contractor thereby represents that he/she has determined and verified all field measurements, field construction criteria, materials, catalog number and similar data, or shall do so, and that he/she has checked and coordinated each shop drawing and sample with the requirements of the work and the Contract Documents.

Allow two weeks minimum for review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Allow one week for reprocessing each submittal.

No extension of Contract time will be authorized because of failure to transmit submittals sufficiently in advance of the work to permit processing.

The City Engineer shall review and approve any shop drawings and samples with reasonable promptness so as to cause no delay, but only for conformance with the design concept of the project and with the information given in the Contract Documents. The City Engineer's approval of a separate item shall not indicate approval of an assembly in which the item functions.

The Contractor shall make any corrections required by the City Engineer and shall resubmit the required number of corrected copies of shop drawings or new samples until approved. The Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the correction requested by the City Engineer on previous submissions. Corrected shop drawings shall be resubmitted in the same manner as called for above.

The City Engineer's approval of shop drawings or samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has specifically informed the City Engineer in writing of such deviation at the time of the submission, and the City Engineer has given written approval to the specified deviation; nor shall the City Engineer's approval relieve the Contractor from responsibility for errors or omissions in the shop drawings or samples.

No portion of the work requiring a shop drawing submission, including ordering of materials, shall be commenced until the submission has been approved by the City Engineer. All such portions of the work shall be in accordance with approved shop drawings and samples. Any work placed without submittals being made shall be replaced by Contractor at his/her own expense, if directed by the City Engineer. Whenever work is specified to conform to approved samples on file in the office of the City Engineer, conformance shall be required in all respects and the City Engineer's decision in respect to such conformity shall be final.

Where Specifications require manufacturer's printed installation directions, submit duplicate copies of such directions for approval.

The Contractor shall provide and maintain an up-to-date complete "**RECORD DRAWING**" record on a separate set of construction Plans which shall show every change from the original drawings and

Specifications. Prints for this purpose may be obtained from the City Engineer. This set of drawings is to be kept on the site and to be used only as a record set.

These Plans shall also serve as work progress sheets, and the Contractor shall make neat and legible annotations thereon daily as the work proceeds, showing the work as actually installed. These drawings shall be available at all times for inspection and to be kept in a location designated by the City Engineer.

At the project pre-construction meeting, the City Engineer shall furnish **two sets** of the Plans and Specifications to the Contractor and **an additional set** for each of the listed Subcontractors. If additional sets are requested, the Contractor will be **charged for any extra sets** requiring reproduction and binding at the rate specified in the Notice to Bidders.

On or before the date of final inspection, the Contractor shall deliver the corrected and completed "**RECORD DRAWING**" to the City Engineer. Contractor shall furnish in duplicate two binders of all manufacturers' literature brochures, manuals, parts list, instructions, etc., for all electrical and mechanical equipment as required to be furnished and installed by the Contractor. Submissions of this literature in a haphazard method will not be acceptable. **Failure to submit "RECORD DRAWING" shall be cause to withhold final payment and not accept the project.**

Record Plans are required under Section 10-1.12 and may be recorded and submitted on CD or DVD.

The "**Record Drawing**" shall be accurate and up to date with approval of the City Engineer before each progress payment shall be made.

10-1.13 WATERING

Watering, if any, shall conform to the provisions in Section 17, "Watering" of the Standard Specifications, except that full compensation for developing water supply shall be considered as included in the prices paid for the various Contract items of work involving the use of water and no separate payment will be made. Where applicable, City of Salinas Code Chapter 36A Water Conservation will take priority.

10-1.14 CONSTRUCTION EASEMENTS

Any work to be done on private properties or requiring access through private properties **shall not** be done until the City has acquired easements or right-of-entry from the property owner. Prior to starting such work, the Contractor shall verify with the City Engineer that such authority has been granted.

The Contractor will confine his/her operations within the limitations of construction easements or limits as shown on the drawings. If the Contractor's operations result in damage to plantings or any other privately-owned facility outside the limitations of the construction easements or public right-of-way, the Contractor shall, at his/her expense, repair such damage or indemnify the owner of the damaged property.

If the Contractor negotiates with property owner for use of land for construction operations outside the limits of the construction easements, he/she shall do so at his/her own risk and the City of Salinas shall assume no liability for such use of private property. All agreements between the Contractor and private property owner shall be in writing. The Contractor shall commence no work outside the construction easements until copies of such agreements are furnished to the City Engineer.

10-1.15 CONSTRUCTION SURVEYS AND STAKING

Construction surveys and staking, when required, **shall be provided by and paid for by the contractor and no additional compensation shall be made.**

The City shall be given the opportunity to check forms for line and grade prior to any concrete being placed.

10-1.16 ARBITRATION

Your attention is directed to Section 9-1.22 "Arbitration," of the State Standard Specifications. In the event of a dispute as to whether the conditions materially differ or do involve hazardous waste, the Contractor shall continue to proceed with all work to be performed under the Contract and shall retain all rights provided either by Contract or by law which pertain to the resolution of any dispute or protest.

The last paragraph in Section 9-1.22, "Arbitration", of the State Standard Specifications is amended to read:

Start arbitration by filing a complaint with the Office of Administrative Hearings in Sacramento (1 CA Code Regs § 1350). File the arbitration complaint no later than 180 calendar days after receiving the Department's final written decision on a claim (Pub Cont Code § 10240.1).

10-1.17 NOTICE OF POTENTIAL CLAIM

The Contractor shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the City Engineer, including failure or refusal to issue a change order, or for the happening of any event, thing, occurrence, or other cause, unless he/she shall have given the City Engineer due written notice of potential claim as hereinafter specified. Compliance with this section shall not be a prerequisite as to matters within the scope of the protest Provisions in Section 4-1.03, "Changes", or Section 8-1.06, "Time of Completion", in the Standard Specifications or the notice Provisions in Section 4-1.06, "Differing Site Conditions", in the State Standard Specifications, or Section 8-1.07, "Liquidated Damages", or Section 8-1.10, "Utility and Non-Highway Facilities", in the Standard Specifications nor to any claim which is based on difference in measurements or errors of computation as to Contract quantities.

The written notice of potential claim shall be submitted to the City Engineer prior to the time that the Contractor performs the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the City Engineer, or in all other cases within 15 calendar days after the happening of the event, things, occurrence, or other cause, giving rise to the potential claim.

It is the intention of this section that differences between the parties arising under and by virtue of the Contract are brought to the attention of the City Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he/she shall have no right to additional compensation for any claim that may be based on such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

Should the Contractor, in connection with or subsequent to the assertion of a potential claim, request inspection and copying of documents or records in the possession of the City that pertain to the potential claim, Contractor shall make its records of the project, as

deemed by the City to be pertinent to the potential claim, available to the City for inspection and copying.

Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by owner, is a condition precedent to any action, proceeding, litigation, suit, or demand for arbitration by Contractor.

10-1.18 CLAIMS

Submission of a claim, properly certified with all required supporting documentation, and written rejection or denial of all or part of the claim by the City Engineer, is a condition precedent to any action, proceeding, litigation, suitor demand for arbitration by Contractor. The Contractor's attention is directed to Section 9-1.07B "Final Payment and Claims" of the Standard Specifications.

Payment for graffiti, if required, shall be borne by the Contractor, and no additional compensation shall be allowed, therefore.

10-1.19 PUBLIC CONTRACTS CODE 9204 PUBLIC WORKS PROJECT

Contract Dispute Procedures

Sections 9204(e) and (g) of the California Public Contract Code ("PCC") provides that the text or a summary of PCC 9204, effective January 1, 2017, shall be included in the plans and specifications for any public works projects that may give rise to a claim under this section and that Section 9204 applies to contracts for public works projects entered into on or after January 1, 2017. In accordance therewith, City of Salinas hereby provides notice and includes the statutory text:

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with [Section 10240](#)) of Chapter 1 of Part 2, Chapter 10 (commencing with [Section 19100](#)) of Part 2, and Article 1.5 (commencing with [Section 20104](#)) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with [Section 7000](#)) of [Division 3 of the Business and Professions Code](#) who has entered into a direct contract with a public entity for a public works project.

(3)

(A) "Public entity" means, without limitation, except as provided in subparagraph (B),

a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) “Public entity” shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with [Section 7000](#)) of [Title 7 of Part 3 of the Penal Code](#).

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) “Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with [Section 7000](#)) of [Division 3 of the Business and Professions Code](#) who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)

(1)

(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)

(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under [Section 20104.4](#) to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

- (3)** Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
- (4)** Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
- (5)** If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier

subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

10-1.20 PROTECTION OF SITE AND PUBLIC SAFETY

The Contractor shall take all necessary precautions to prevent damage to the adjacent fencing, roadway, buildings, and other existing improvements, etc., during the progress of his/her work and shall be required to make any repairs resulting from his/her negligence and no additional compensation shall be allowed therefore.

Attention is directed to the Provisions in Section 7-1.08, "Public Convenience" and 7-1.09, "Public Safety", of the City of Salinas Standard Specifications and these Special Provisions. Safe and adequate pedestrian zones and crossing of work shall be maintained at all times unless otherwise approved by the City Engineer.

10-1.21 TRAFFIC CONTROL

GENERAL

All work shall be in accordance with Part 6 of the Manual on Uniform Traffic Control Devices (MUTCD), and Part 6 of the California DOT MUTCD Supplement. Contractor shall maintain two-way traffic at all times, unless flagless are provided to control traffic.

Contractor shall provide all signs, barricades, markers, striping, delineators, lights and flagmen as required by the City Engineer.

Attention is directed to the MUTCD. A current copy of the MUTCD is available for free download from the Federal Highway Administration via their web site <http://mutcd.fhwa.dot.gov/>. The California DOT

MUTCD Supplement is also available for free download via the California DOT website <http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/supplement.htm>.

Contractor shall submit Area Sign Plan and Traffic Control Plan in accordance with Part 6 of the current MUTCD, and Part 6 of the California DOT MUTCD Supplement, these Specifications and these Special Provisions. **The Sign Plan and Traffic Control Plan shall be approved by the City Engineer prior to start of Construction.**

All work shall be in accordance with the Provisions in Section 12, “Construction Area Traffic Control Devices”; Section 7-1.08, “Public Convenience”; Section 7-1.09, “Public Safety”; and Section 4-1.04, “Detours”, of the City of Salinas Standard Specifications, the Provisions in Chapter 5, “Traffic Controls for Highway Construction”, of the Caltrans Traffic Manual. Contractor shall maintain two-way traffic at all times, unless flagman is provided to control traffic.

The Contractor’s attention is directed to the Provisions in Section 7-1.08, “Public Convenience”, of the City of Salinas Standard Specifications. The Contractor shall provide all signs, barricades, markers, striping, delineators, lights, and flagmen as required by the City Engineer.

The Contractor’s attention is directed to the Provisions in Section 7-1.09, “Public Safety”, of the City of Salinas Standard Specifications. The Contractor shall provide and install all necessary signs, fences, temporary K railings, barricades, lights, and other devices and take such other protective measures to prevent accidents or damage or injury to the public.

The Contractor’s attention is directed to the Provisions in Section 12, “Construction Area Traffic Control Devices”, of the City of Salinas Standard Specifications. All signs, lights, barricades, delineators, and other devices used for detouring and traffic control shall conform to the requirements within the Provisions in Section 12-3, “Temporary Traffic Control Devices”, of the State Standard Specifications.

The Contractor shall submit an Area Sign Plan and Detour Plan per the State Standard Plans and these Special Provisions. **The City Engineer shall approve sign Plan and Detour Plan prior to the beginning of construction.**

No streets shall be closed to thru traffic. All streets listed in this Contract shall be resurfaced on half street portions to provide access to thru traffic. No lane closures shall be allowed without an approved Access Plan showing barricading, signing, and necessary detour signing in accordance with the latest MUTCD. Arterial streets **shall not** be impacted Monday thru Friday; 7:00-8:30 a.m. and 4:00-6:00 p.m.

At least **10 calendar days** prior to the beginning of work, the Contractor shall notify all affected property owners, residents, businesses, local authorities (City of Salinas Police and Fire Departments), City of Salinas, Republic Services (garbage company), MST (Monterey-Salinas Transit), effected school districts, and agencies by a written notice in English and Spanish, refer to Sample Detail A within Part F of these Special Provisions for the approved written notice. **This written notice shall be supplied and paid for by the Contractor.**

Failure by the Contractor to properly and timely notify all local authorities, news media, Republic Services (garbage company), MST (Monterey-Salinas Transit), property owners, residents, and businesses, shall require the City to withhold payment of traffic control.

CONSTRUCTION AREA SIGNS

Construction area signs shall be furnished, installed, maintained, and removed when no longer required in accordance with the Provisions in Section 12, “Construction Area Traffic Control Devices”, of the City of Salinas Standard Specifications and these Special Provisions.

The base material of construction area signs shall not be plywood and shall be in accordance with the Provisions in Section 12-3.11 of the State Standard Specifications and these Special Provisions. All

temporary traffic signs shall have Diamond Grade 3-M reflective sheeting (or approved equal by the City Engineer). The reflective sheeting shall conform to the Federal Specifications L-S300A.

The Contractor shall install City furnished signs (City of Salinas financing signs) with new hardware and 4" x 6" pressure treated posts. Signs shall be picked up by the Contractor at a designated location to be named at a later date by the City Engineer. The signs shall be installed in both vehicle directions at the beginning and the end of the project limits. The Contractor shall remove the City signs when requested by the City Engineer and delivered to a designated location.

Contractor shall maintain safe and adequate pedestrian zones and shall not place temporary construction area signs and stands on sidewalk area and/or block walkways.

Payment for the installation and removal of temporary construction area signs and stands shall include all labor, materials, tools, equipment, mounting brackets, braces, hardware, and other appurtenances required for a complete-in-place traffic sign installation as indicated within these Special Provisions and as shown on the Plans. Payment shall be considered as included in the prices paid for the various Contract items of work as listed in the Proposal and no additional compensation shall be allowed, therefore.

Payment for all traffic control shall include full compensation for furnishing labor, materials, tools, equipment; notifying all affected property owners, residents, businesses, City of Salinas Police and Fire Departments, City of Salinas, Republic Services (garbage company), MST (Monterey-Salinas Transit), effected school districts, and agencies; all required temporary construction signs and posts, detours, lights, barricades, delineators, and other devices shall include all labor, materials, tools, equipment, all necessary hardware for signs, and other appurtenances required and shall be considered as included in the price paid in the Contract items of work as listed in the Proposal and no additional compensation shall be allowed therefore.

10-1.22 DUST CONTROL

The Contractor's attention is directed to the Provisions in Section 7-1.01F, "Air Pollution Control", of the City of Salinas Standard Specifications. The Contractor shall abate dust nuisance by cleaning, sweeping, and sprinkling with water during all phases of construction including weekends, holidays, and any other times as directed by the City Engineer. The use of water or other materials that results in mud on the public streets shall not be permitted as a substitute for sweeping. The Contractor shall submit a contact phone number. The Contractor shall respond to dust control abatement requests within four (4) hours of receiving notification. Should the Contractor fail to respond to such notice, the City shall cause to have the abatement completed by any available construction team and deduct that cost from any funds due the Contractor. Payment for dust control, abatement, and sweeping shall be considered as included in the contract price paid for the various items of work involved and no additional compensation shall be allowed, therefore.

10-1.23 RECYCLING AND CLEANUP

Throughout all phases of construction including suspension of work, and until final acceptance of the project, the Contractor shall keep the work site clean and free from rubbish and debris. Salinas Municipal Code 9-4.1 requires all Construction and Demolition ("C&D") projects within the City to divert at least 65% of the C&D debris and 100% of inert materials generated by the project. In addition, all building and demolition project contractors must prepare and submit a **C&D Waste Reduction and Recycling Plan prior to commencement of project** and a final **C&D Waste Reduction and Recycling Report** to the City Engineer's Office **upon completion** of the project. Further information can be found in the Construction and Demolition (C&D) Diversion Requirements and Instructions in Part F of this document. A copy of the instructions for preparing a C&D Waste Reduction and Recycling Plan and a C&D Waste Reduction and Recycling Report can also be obtained from the City of Salinas Permit Center (65 W. Alisal Street, Salinas, CA 93901).

Failure to submit a " C&D Waste Reduction and Recycling Plan" and file a "C&D Waste Reduction and Recycling Report" may result in non-compliance fees and shall be cause to withhold final payment and not accept the project.

The Contractor shall also abate dust nuisance by cleaning, sweeping, and sprinkling with water, or other means, as necessary. The use of water resulting in mud on public streets will not be permitted as a substitute for sweeping or other methods.

Failure of the Contractor to comply with the City Engineer's clean up orders may result in an order to suspend the work until the condition is corrected. No additional compensation will be allowed as a result of such suspension.

10-1.24 SCHEDULE OF VALUES

The schedule of values shall conform to the Provisions in Section 9-1.16B, of the State Standard Specifications and these Special Provisions.

The Contractor shall furnish the City Engineer a schedule of values for each Contract lump sum item of work described within the Proposal and where noted in these Special Provisions.

The schedule of values shall be submitted to the City Engineer for approval within **15 calendar days** after the City of Salinas Council has approved the Contract. The City Engineer before any partial payment for any of the lump sum items of work shall be made shall approve the schedule of values, in writing.

10-1.25 PRESERVATION OF PROPERTY

The Contractors attention is directed to the Provisions in Section 5-1.36, "Property and Facility Preservation", of the State Standard Specifications and these Special Provisions.

Existing trees, shrubs, and other plants, that are not to be removed, and are injured or damaged by reason of the Contractor's operations, shall be replaced by the Contractor in accordance with the requirements within the Provisions in Section 5-1.36E, "Landscape", of the State Standard Specifications.

Existing trees, shrubs, and other plants, that are not to be removed, and are injured or damaged by reason of the Contractor's operations, shall be replaced by the Contractor in accordance with the requirements within the Provisions in Section 20-3.01C(4), "Replacement Plants", of the State Standard Specifications.

Damaged or injured plants shall be removed and disposed of outside the City of Salinas right-of-way. At the option of the Contractor, removed trees and shrubs may be reduced to chips. The chipped material shall be spread within the highway right-of-way at locations designated by the City Engineer.

Replacement planting of injured or damaged trees, shrubs, and other plants shall be completed not less than ***20 working days*** prior to acceptance of the Contract. Replacement trees, shrubs, and other plants shall be watered as necessary to maintain the trees, shrubs, and other plants in a healthy condition.

10-1.26 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. Salinas City Code Chapter 29-9 states:

"No person shall contribute or cause to be contributed, directly or indirectly, to the city's storm drainage system any pollutant, wastewater or any substance or material which will interfere with the operation or performance of the storm drainage system, violate the city's NPDES permit or violate other applicable law or regulations."

The Contractor shall comply with the State's current Construction Stormwater General Permit. Projects that (1) disturb one or more acres of soil, or (2) disturb less than an acre but are part of a larger common plan of development are required to obtain coverage under the State's General Permit for Discharges of Stormwater associated with Construction Activity, Construction General Permit Order 2009-0009-DWQ. Construction activity subject to this permit includes clearing, grading and disturbances to the ground such as stockpiling or excavation, or construction activities associated with Linear Underground/Overhead Projects ("LUPs"); it does not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility.

The Construction General Permit (CGP) requires the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP should contain a 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 list Best Management Practices (BMPs) the discharger will use to protect storm water runoff and the placement of those BMPs. Additionally, the SWPPP must contain a visual monitoring program and a chemical monitoring program for "non-visible" pollutants to be implemented if there is a failure of BMPs. Section A of the CGP describes the elements that must be contained in a SWPPP.

The requirements of the CGP are intended to be implemented on a year-round basis, not just during the part of the year when there is a high probability of a precipitation event which results in storm water runoff. The permit should be implemented at the appropriate level and in a proactive manner during all seasons while construction is on-going. The City of Salinas NPDES permit also has additional requirements applicable to construction projects of any size.

Additional information can be found at the State Water Resources Control Board website:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml

10-1.26A STORMWATER POLLUTION PREVENTION PLAN PREPARATION, APPROVAL, AND UPDATES

The State's Construction General Permit ("CGP") requires the development of a Storm Water Pollution Prevention Plan ("SWPPP") be prepared by a Qualified SWPPP Developer ("QSD"). This plan shall be provided by the Contractor and is included in the Contractor's Bid proposal. The SWPPP must be submitted to the City Engineer for review and approval. All applicable environmental permits (RWQCB 401 Certification, CA Fish & Wildlife 1601, ACOE nationwide permit, etc.) shall be included as an appendix in the SWPPP.

1. No earth disturbing work shall begin until the City has approved the SWPPP, submitted an NOI and the SWPPP to the State Water Board via SMARTs and has received a Waste Discharge Identification Number ("WDID#") for the project. The SWPPP must be prepared in compliance with the CGP, the City's NPDES requirements, and Caltrans and/or CASQA BMP Fact Sheets. The plan shall conform to the requirements in the Provisions in Section 13-3.01C(2), "Stormwater Pollution Prevention Plan", State Standard Specifications, the requirements in the Caltrans BMP Handbook, and these Special Provisions.

The objectives of the SWPPP shall be to identify pollution sources that may adversely affect the quality of storm water discharges associated with the project and to identify, construct, implement, and maintain storm water pollution control measures, hereafter referred to as erosion control measures, to reduce to the extent feasible, pollutants in storm water discharges from the construction site during construction under this Contract.

Best Management Practices (BMPs) for construction sites include but are not limited to: spill prevention and control measures; solid waste containment; concrete waste management; proper vehicle and equipment cleaning, fueling, and maintenance; erosion and sediment control measures. Detailed procedures for each of these activities can be found through the California Stormwater Quality Association's *Construction BMP Handbook Portal*, the *Caltrans Storm Water Quality Manuals*, the *Caltrans Erosion Control Toolbox*, and the City of Salinas' storm water program.

CASQA Construction BMP Handbook and BMP Field Guide:

<https://www.casqa.org/resources/bmp-handbooks>

Caltrans Construction Site BMP Manual and Field Guide:

<https://dot.ca.gov/-/media/dot-media/programs/construction/documents/environmental-compliance/csbmp-may-2017-final.pdf>

<https://dot.ca.gov/-/media/dot-media/programs/construction/documents/environmental-compliance/bmp-field-master-fullsize-final-jan03-a11y.pdf>

The SWPPP should contain a 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 plans must list Best Management Practices (BMPs) the discharger will use to protect storm water runoff and the placement of those BMPs. Additionally, the SWPPP must contain a visual monitoring program and a chemical monitoring program for "non-visible" pollutants to be implemented if there is a failure of BMPs. Section A of the CGP describes the elements that must be contained in a SWPPP.

The SWPPP shall incorporate control measures in the following categories:

1. Soil stabilization practices
2. Sediment erosion control practices
3. Sediment tracking control practices
4. Wind erosion control practices
5. Non-storm water management, materials management, and waste management and disposal control practices.

The Contractor shall consider these objectives and their minimum requirements for each of the above categories as presented in these Manuals. When minimum requirements are listed for any category, the Contractor shall incorporate all of the listed minimum controls required into the SWPPP and implement these on the project site in order to meet the stormwater pollution control objectives for the category. In addition, the Contractor shall consider any other additional control measures presented in the Handbook as necessary to meet the objectives of the plans and shall incorporate them into the SWPPP for implementation on the project site.

Permanent post-construction stormwater control measures, also called structural BMPs, shall be indicated in the project Drainage Plans and incorporated into the project site as required per the City's NPDES Permit (Post-construction requirements). The Contractor shall maintain and protect the post-construction stormwater control measures throughout the duration of the project and shall restore these to the specifications shown on the Plans prior to acceptance of the project.

Within 30 calendar days after the approval of the Contract, the Contractor shall **submit two (2) copies of the SWPPP** to the City Engineer. The Contractor shall allow 7 calendar days for the City Engineer to review the plans. If revisions are required, as determined by the City Engineer, the Contractor shall revise and resubmit the SWPPP and/or SWCP within 7 calendar days of receipt of the City Engineer's comments

and shall allow *7 calendar days* for the City Engineer to review the revisions. Upon the City Engineer's approval of the SWPPP, three (3) **additional copies of the plans** incorporating the required changes shall be submitted to the City Engineer. Minor changes or clarifications to the initial submittal may be made and attached as amendments to the SWPPP. In order to allow construction activities to proceed, the City Engineer may conditionally approve the SWPPP while minor revisions or amendments are being completed.

The Contractor shall amend the SWPPP, graphically and in narrative form, whenever there is a change in construction activities or operations which may affect the discharge of significant quantities of pollutants to surface waters, ground waters, municipal storm drain systems, or when deemed necessary by the City Engineer. The SWPPP shall also be amended if the plan has not achieved the objective of reducing pollutants in storm water discharges. Amendments shall show additional control measures or revised operations, including those in areas not shown in the initially approved SWPPP, which are required on the project to control water pollution effectively. Amendments to the SWPPP shall be submitted for review and approval by the City Engineer in the same manner specified for the initially approved SWPPP. Amendments shall be dated and attached to the on-site SWCP document. The Contractor shall keep a copy of the SWPPP, together with updates, revisions, and amendments in a binder at the project site.

10-1.26B SWPPP IMPLEMENTATION

Upon approval of the SWPPP, the **Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, and maintaining the control measures included in the SWPPP and any amendments thereto and for removing and disposing of temporary control measures.** This plan must be in place prior to and maintained during construction operations in accordance with City of Salinas Municipal Code Chapter 29 "Stormwater Management and Discharge Control" and City of Salinas Standard Specifications Section 13 "Design Standards for Erosion and Sediment Control".

Unless otherwise directed by the City Engineer or specified in these Special Provisions, the Contractor's responsibility for SWPPP implementation shall continue throughout any temporary suspension of work ordered in accordance with the Provisions in Section 8-1.06, "Suspensions", of the State Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal and disposal of control measures shall be specified in the SWPPP and are included in these Special Provisions. Soil stabilization practices and sediment control measures, including minimum requirements, shall be provided.

The requirements of the CGP and the project SWPPP are intended to be implemented on a year-round basis, not just during the part of the year when there is a high probability of a precipitation event which results in storm water runoff. The CGP permit shall be implemented at the appropriate level and in a proactive manner during all seasons until the project is deemed complete. **Weekly inspections are required throughout the life of the project. Completed QSP inspection forms shall be submitted** to the City Engineer via cipstormwater@ci.salinas.ca.us on a weekly basis.

Additional information on the CGP can be found at the State Water Resources Control Board website: http://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml

Per the City's Municipal Storm Water Permit, Contractor shall employ erosion prevention and sediment control, and good housekeeping construction site management practices that result in the following outcomes on all construction sites regardless of size:

- Protection of storm drain inlets and/or adjacent waterways at all times from illicit discharges of sediment, construction debris, litter or waste

- No release of hazardous substances, such as oils, paints, thinners, fuels, concrete washout 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 at 831-758-7233
- Minimization of site disturbance to that portion undergoing construction only
- No deposit of mud, soil, sediment, concrete washout, trash, or other similar construction-related material or waste into public rights of way and private streets, and into the City's storm drain system and related natural resources, either by direct deposit, dropping, discharge, erosion, or tracking by construction vehicles. Any such discharges shall be cleaned up at the end of the current work shift in which the deposit occurred or at the end of the current workday, whichever comes first.
- No runoff from graded areas or stockpile areas containing sediments. Stockpiles shall be adequately covered to avoid contact with rainfall and prevent soil 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 on site.
- No exposure of graded areas and stockpile areas to storm water run-on. Run-on shall be controlled by diversion structures such as dikes, excavated swales, berms, or a combination of the two.

Soil stabilization of graded areas shall be in place in any portion of the site where the construction activities have temporarily (not scheduled to be re-disturbed for at least 14 days) or permanently ceased.

- All hard-surfaced areas are to be swept regularly and kept free of dirt and construction debris such that the surface of the pavement is clearly visible at all locations.

Activities to be performed by Contractor include, but are not limited to:

- Contractor shall maintain a copy of the SWPPP onsite at all times; the SWPPP shall be up-to-date and include a copy of all QSP inspections.
- Contractor shall maintain the temporary and permanent vegetation (if any), erosion and sediment control measures, and other protective measures in good and effective operating condition by performing routine inspections to determine condition and effectiveness, by restoration of destroyed vegetative cover, and by repair of erosion and sediment control measures and other protective measures.
- Contractor shall inspect the following areas at least once every seven (7) calendar days and within 24 hours prior to and 48 hours after any predicted storm:
 - Disturbed areas of the construction site,
 - Areas that have not been finally stabilized,
 - Areas used for storage of materials exposed to precipitation, and
 - Areas where vehicles exit the site

Where sites have been finally stabilized, such inspection shall be conducted at least once every month.

- Areas noted above shall be inspected for evidence of, or potential for
 - Erosion, or
 - Sediments entering waterways or the storm drainage system, or
 - Pollutants entering waterways or the storm 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 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. Locations where vehicles exit the site shall be inspected for evidence of offsite sediment tracking. Deficiencies observed during inspections shall be noted and rectified before the end of the workday.

Implementation of soil stabilization practices and sediment control measures for soil-disturbed areas of the project site shall be completed, except as provided for below, no later than **20 calendar days** prior to the beginning of the rainy season (Oct 1) or upon start of applicable construction activities for projects which begin either during or within **20 calendar days** of the rainy season.

Throughout the rainy season, Oct 1 – Apr 30, the active, soil-disturbed area of the project site shall be no more than 2.5 acres. The City Engineer may approve, on a case-by-case basis, expansions of the active, soil-disturbed area limit. The Contractor shall demonstrate the ability and preparedness to fully deploy soil stabilization practices and sediment control measures to protect soil-disturbed areas of the project site **before the onset of precipitation**. The Contractor shall maintain a quantity of soil stabilization and sediment control materials on site equal to **125%** of that sufficient to protect unprotected, soil-disturbed areas on the project site and shall maintain a detailed plan for the mobilization of sufficient labor and equipment to fully deploy control measures required to protect unprotected, soil-disturbed areas on the project site prior to the onset of precipitation. The Contractor shall include a current inventory of control measure materials and the detailed mobilization plan as part of the SWPPP.

Throughout the rainy season, soil-disturbed areas of the project site shall be considered to be nonactive whenever soil-disturbing activities are expected to be discontinued for a period of **20 or more calendar days**, and the areas are fully protected. Areas that shall become inactive either during the rainy season or within **20 calendar days** thereof shall be fully protected with soil stabilization practices, and sediment control measures within **10 calendar days** of the discontinuance of soil disturbing activities or prior to the onset of precipitation, whichever is first to occur.

Throughout the rainy season, active soil-disturbed areas of the project site shall be fully protected at the end of each day with soil stabilization practices and sediment control measures unless precipitation is not predicted through the following workday. Stockpiles, however, must be covered by the end of each workday during the rainy season. The Contractor shall monitor the weather forecast on a daily basis. The National Weather Service forecast shall be used, or an alternative weather forecast proposed by the Contractor may be used if approved by the City Engineer. If precipitation is predicted prior to the end of the following workday, construction scheduling shall be modified, as required, and the Contractor shall deploy functioning control measures prior to the onset of the precipitation.

The Contractor shall implement, year-round and throughout the duration of the project, control measures included in the SWPPP for sediment tracking, wind erosion, non-storm water management, materials management, and waste management and disposal. This specific project shall require that Contractor prevent any concrete, cement slurry, soil or other material to go into the Stormwater Drainage system. After pouring concrete for foundation and trench, Drum truck shoot and other concrete instruments shall be cleaned in a designated concrete washout area per Caltrans Construction BMP WM-08 and the washout contents disposed of in a proper location.

The City Engineer may order the suspension of construction operations creating water pollution if the Contractor fails to conform to the requirements of this Section as determined by the City Engineer.

The Contractor shall become fully informed of, and comply with the applicable Federal, State, City of Salinas, local regulations that govern the Contractor's operations and storm water discharges from both the

project site and areas of disturbance outside the project limits during construction. Unless arrangements for disturbance of areas outside the project limits are made by the City Engineer and made part of the Contract, it is expressly agreed that the City of Salinas assumes no responsibility to the Contractor or property owner whatsoever with respect to any arrangements made between the Contractor and the property owner to allow disturbance of areas outside the project limits.

10-1.26C CONSTRUCCION SITE MANAGEMENT

To ensure the proper implementation and functioning of erosion and sediment control measures, the Contractor shall regularly inspect and maintain the construction site for the control measures identified in the SWPPP. The Contractor shall identify corrective actions and time frames to address any deficient measures or reinitiate any measures that have been discontinued. All necessary BMP materials are included in this item.

The Contractor may obtain a copy of the City’s construction site inspection checklist; this shall be used to ensure that the necessary measures are being properly implemented, and to ensure that the control measures are functioning adequately. The Contractor shall submit one copy of each QSP site inspection record to the City Engineer via cipstormwater@ci.salinas.ca.us.

During the rainy season, inspections of the construction site shall be conducted by the Contractor to identify deficient measures, as follows:

- Within 48 hours prior to a forecasted storm.
- Post-storm event (within 48 hours) after all precipitation, which causes runoff capable of carrying sediment from the construction site, has ceased.
- At **24-hour** intervals during extended precipitation events.
- Routinely, at a minimum of once a week per the CGP.

If the Contractor or the City Engineer identifies a deficiency in the deployment or functioning of an identified control measure, the deficiency shall be corrected by the Contractor immediately, or by a later date and time if requested by the Contractor and approved by the City Engineer in writing, but not later than 72 hours from identification of the deficiency or the onset of subsequent precipitation events.

The correction of deficiencies shall be at no additional cost to the City of Salinas.

10-1.26D PAYMENT

Payment for **Stormwater Pollution Prevention Plan Preparation**, shall be for the development of a SWPPP, prepared by a Qualified SWPPP Developer (QSD) in accordance with the State’s Construction General Permit (CGP) and shall include updates, revisions, and amendments, as necessary, whenever there is a change in construction activities or operations which may affect the discharge of significant quantities of pollutants to surface waters, ground waters, municipal storm drain system, or when deemed necessary by the City Engineer.

Payment for **Construction Site Management** shall include all labor, materials, tools, equipment, incidentals, all work, efforts, and inspections (including inspections by a certified Qualified SWPPP Practitioner (QSP), in accordance with the SWPPP’s visual monitoring program and a chemical monitoring program for “non-visible” pollutants to be implemented if there is a failure of the BMP’s) involved in the **implementation of a project’s SWPPP** to control water pollution originating from both storm and non-storm water sources, effectively implementing pollutant source control and erosion and sediment control measures during construction of the project; and for installing, monitoring, inspecting, and correcting all

site BMPs and pollution prevention practices at the job site. Payment shall be included in the Contract lump sum price as listed in the Proposal and no additional compensation shall be allowed, therefore. **The Contractor shall provide a schedule of values for this item.**

The Contractor shall be responsible for the costs and for any liability imposed by law as a result of the Contractor's failure to comply with the requirements set forth within the Provisions in Section "Environmental/Pollution Prevention Requirements" including, but not limited to, compliance with the applicable Federal, State and local regulations, and the City's NPDES permit. For the purposes of this paragraph, costs and liabilities include but are not limited to fines, penalties, and damages whether assessed against the City or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

The City Engineer shall retain an amount equal to 25% of the estimated value of the Contract work performed during estimate periods in which the Contractor fails to conform to the requirements of the Provisions in the Section "Environmental/Pollution Prevention Requirements" as determined by the City Engineer. The amounts retained for failure of the Contractor to conform to the requirements of this Section shall be released for payment on the next monthly estimate for partial payment following the date that a SWPPP has been implemented and maintained, and water pollution is adequately controlled, as determined by the City Engineer.

The retention of money due the Contractor shall be subject to the following:

1. The Public Works Department shall give the Contractor a 30-calendar day notice of its intent to retain funds from any partial payment which may become due to the Contractor prior to acceptance of the Contract. Retention of funds from any payment made after acceptance of the Contract may be made without prior notice to the Contractor.
2. No retention of additional amounts out of partial payments shall be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to the Provisions in Section 9 1.06, "Partial Payments", of the Standard Specifications.
3. If the Public Works Department has retained funds and it is subsequently determined that the State is not subject to the costs and liabilities in connection with the matter for which the retention was made, the Public Works Department shall be liable for interest on the amount retained at the legal rate of interest for the period of the retention.

Conformance with the requirements of the Provisions in Section 7-1.01G, "Water Pollution", of the City of Salinas Standard Specifications shall not relieve the Contractor from the Contractor's responsibilities, as provided in the Provisions in Section 5-1.36, "Property and Facility Preservation", and Section 7, "Legal Relations and Responsibility to the Public", of the State Standard Specifications.

10-1.26E DEWATERING

In the event that dewatering of construction site becomes necessary, the Bidder's attention is directed to the Provisions in Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work", of the City of Salinas Standard Specifications and these Special Provisions.

In trench excavation, appropriate dewatering techniques may be utilized if necessary, to lower the ground water levels and to stabilize excavation. Methods used shall be such that there is no danger of pumping soil from excavation, or adjacent areas, during dewatering. The water level shall be lowered at least to an elevation 1' below bottom of the pipe invert. This level shall be maintained continuous during construction until after backfilling has been completed up to the original groundwater elevation.

Water pumped during the dewatering operations shall be discharged in accordance with Caltrans or CASQA Dewatering BMP (NS-2) in a manner such that there is no hazard to the public, no discharge to the City storm drainage system unless filtered, and a minimum of traffic interference.

The dewatering methods used shall be the responsibility of the Contractor, but subject to approval by the City Engineer.

Caltrans Dewatering Guide:

<https://dot.ca.gov/-/media/dot-media/programs/construction/documents/environmental-compliance/field-guide-to-construction-site-dewatering-all.pdf>

Payment for dewatering, if required, shall be borne by the Contractor and no additional compensation shall be allowed, therefore.

10-1.27 CHANGES IN WORK

For work done on a “Time and Materials” basis: the Contractor shall submit all required documents for a specific change within **10 calendar days** of completing the work.

Outstanding Proposals at the end of the project: the Contractor shall submit all outstanding Proposals, in the specified format, within **10 calendar days** of the date established as “Substantial Completion”. The City Engineer reserves the right to **not process** any proposals received after that date unless specifically agreed in advance.

10-1.28 FINISHING ROADWAY

Finishing roadway shall conform to the Provisions in Section 22, “Finishing Roadway”, of the State Standard Specifications.

10-1.29 CLEAN UP

Throughout all phases of construction including suspension of work and until final acceptance of the project by the City of Salinas Council, the Contractor shall keep the work site clean and free from rubbish and debris. The Contractor shall also abate dust nuisance by cleaning, sweeping and sprinkling with water, or other means as necessary. The use of water resulting in mud on public street and or City right-of-way shall not be permitted as a substitute for sweeping or other methods.

Failure of the Contractor to comply with the City Engineer’s clean up orders may result in an order to suspend the work until the condition is corrected. No additional compensation shall be allowed therefore as a result of such suspension.

SECTION 11 ITEMS OF WORK

SECTION 11-1 GENERAL

All items of work listed in the Proposal Section shall conform to the Contract Plans, City of Salinas Standard Specifications, and these Special Provisions.

Adjustment to new grades of all utility covers is the responsibility of individual utility companies if applicable. The Contractor is required to notify each utility company and provide the company with a copy of the Contractor’s project schedule so that they may make provision to make notes on the location of their utility covers. The City’s Contractor is responsible for the adjustment to finished grade of all City of Salinas monuments, storm drain and sanitary sewer manholes, and flushing inlets.

The Contractor shall refrain from using diesel fuel or solvents of any kind for cleaning tools and equipment in such a manner as to permit spillage of parkways or other improved areas.

Prior to slurry seal and cape seal all raised pavement markers, striping, and pavement markings shall be removed from the street surface in accordance with the Plans, City of Salinas Standard Specifications, and the Special Provisions.

11-1.1 MOBILIZATION

Mobilization shall conform to the Provisions in Section 9-1.16D, "Mobilization", of the State Standard Specifications.

Payment for mobilization shall include all labor, materials, tools, fencing, equipment, and other appurtenances required for a complete-in-place mobilization as indicated within these Special Provisions and as shown on the Plans. Payment shall be included in the prices paid for the various Contract items in the Proposal and no additional compensation shall be allowed, therefore.

SECTION 12 ITEMS OF CONSTRUCTION

SECTION 12-1 CLOSURE REQUIREMENTS AND CONDITIONS

12-1.1 GENERAL

Lane closures shall conform to the Provisions in Section 5-1.11, "Legal Relations and Responsibilities and Maintaining Traffic", of these Special Provisions.

The term closure, as used herein, is defined as the closure of a traffic lane or lanes, including ramp or connector lanes, within a single traffic control system.

CLOSURE SCHEDULE - By Noon Wednesday, the Contractor shall submit a written schedule of planned closures for the following week period, defined as Friday Noon through the following Friday Noon.

The Closure Schedule shall show the locations and times when the proposed closures are to be in effect. The Contractor shall use the Closure Schedule request forms furnished by the City Engineer. Closure Schedules submitted to the City Engineer with incomplete, unintelligible or inaccurate information shall be returned for correction and resubmittal. The Contractor shall be notified of disapproved closures or closures that require coordination with other parties as a condition of approval.

Amendments to the Closure Schedule, including adding additional closures, shall be submitted to the City Engineer, in writing, at least **3 working days** in advance of a planned closure. Approval of amendments to the Closure Schedule shall be at the discretion of the City Engineer.

The Contractor shall confirm, in writing, all scheduled closures by no later than 8:00 a.m. **3 working days** prior to the date on which the closure is to be made. Approval or denial of scheduled closures shall be made no later than 4:00 p.m. **2 working days** prior to the date on which the closure is to be made. Closures not confirmed or approved by the City Engineer **shall not** be allowed.

Confirmed closures that are cancelled due to unsuitable weather may be rescheduled at the discretion of the City Engineer for the following working day.

CONTINGENCY PLAN - The Contractor shall prepare a contingency plan for reopening closures to public traffic. The Contractor shall submit the contingency plan for a given operation to the City Engineer within **1 working day** of the City Engineer's request.

LATE REOPENING OF CLOSURES - If a closure is not reopened to public traffic by the specified time, work shall be suspended in conformance with the Provisions in Section 8-1.06, "Suspensions", of the State

Standard Specifications. The Contractor shall not make any further closures until the City Engineer has accepted a work plan, submitted by the Contractor that shall insure that future closures shall be reopened to public traffic at the specified time. The City Engineer shall have **2 working days** to accept or reject the Contractor's proposed work plan. The Contractor shall not be entitled to any compensation for the suspension of work resulting from the late reopening of closures.

COMPENSATION - The Contractor shall notify the City Engineer of any delay in the Contractor's operations due to the following conditions, and if, in the opinion of the City Engineer, the Contractor's controlling operation is delayed or interfered with by reason of those conditions, and the Contractor's loss due to that delay could not have been avoided by rescheduling the affected closure or by judicious handling of forces, equipment, and plant, the delay shall be considered a right-of-way delay within the meaning of the Provisions in Section 81.07, "Delays", of the State Standard Specifications and compensation for the delay shall be determined in conformance with the Provisions in Section 81.09:

- A. The Contractor's proposed Closure Schedule is denied and his/her planned closures are within the time frame allowed for closures in "Maintaining Traffic" of these Special Provisions, except that the Contractor shall not be entitled to any compensation for amendments to the Closure Schedule that are not approved by the City Engineer.
- B. The Contractor is denied a confirmed closure.

Should the City Engineer direct the Contractor to remove a closure prior to the time designated in the approved Closure Schedule, any delay to the Contractor's schedule due to removal of the closure shall be considered a right-of-way delay within the meaning of the Provisions in Section 8-1.07, "Delays", and compensation for the delay shall be determined in conformance with the Provisions in Section 8-1.07 of the State Standard Specifications.

Full compensation conforming to the requirements of this Section shall be considered as included in the prices paid for the various Contract items of work listed in the Proposal and no additional compensation shall be allowed, therefore.

SECTION 12-2 CONCRETE FACILITIES

12-2.1 GENERAL

The construction of concrete facilities includes the construction of pedestrian ramps, driveway approach, sidewalk and curb & gutter and modified curbs as indicated on the Plans or as directed by the City Engineer and, shall be in accordance with Section 73, "Concrete Curbs and Sidewalks", and 90, "Portland Cement Concrete", of the Standard Specifications and these Special Provisions.

All contaminated water shall be vacuumed and disposed of in an environmental approved fashion.

The Contractor shall provide sufficient forces to perform the necessary demolition and construction of this project in order that all work shall be completed within the time frame established for this project.

Contractor shall contact U.S.A. (Underground Service Alert, telephone number 811) 48 hours in advance before performing any trenching or excavation work.

Concrete sidewalk construction shall be per City of Salinas Standard Plan No. 2R and as shown on the Plans.

Concrete Type "C" curb and gutter construction shall be per City of Salinas Standard Plan No.1 and as shown on the Plans.

Existing sidewalk, curb and gutter, driveway approach, driveway, walkway, and pedestrian access ramp damaged during construction; convenience removals; and miscellaneous concrete transitions

shall be reconstructed at the expense of the Contractor and no additional compensation shall be made.

Concrete pedestrian access ramp construction, within the City of Salinas right-of-way, shall be per State 2015 Standard Plan A88A and as shown on several details on the Plans.

Concrete driveway approach construction shall be per City of Salinas Standard Plan No. 5 and 6 and as shown on the Plans.

In areas where new curb and gutter grades are higher than existing established lawn, plant, shrub, ground cover, vine, and/or tree, the Contractor shall adjust the existing grades to match the new curb and gutter per these Special Provisions.

12-2.2 CONSTRUCT CONCRETE RAISED MEDIAN ISLAND

Concrete raised median island shall conform to the Provisions in Section 73, “Concrete Curbs and Sidewalks”, and 90, “Portland Concrete Cement”, of the City of Salinas Standard Specifications and these Special Provisions. Concrete shall be poured above existing asphalt pavement as shown on the Plans.

Concrete raised median island curb shall be per City of Salinas Standard Plan No. 13 and 14 and as shown on the Plans.

12-2.3 PAYMENT

Payment for all Contract unit prices for all concrete items as identified in the Proposal shall include full compensation for furnishing all labor, materials, tools, base material, form work, reinforcing steel, wire mesh, concrete finish, steel dowels, expansion joints, and incidental work, saw cutting, removal of concrete, disposal of material, and other appurtenances required for a complete-in-place concrete item, and all other work and materials as specified. The Contractor shall provide sufficient forces to perform the necessary demolition and construction in order that all work shall be completed within the time frame established for this project.

Payment for removal and disposal of existing concrete median, sidewalk, pedestrian ramps, walkways, driveway, curb type “A”, curb type “B”, and curb type “C” shall include all labor; materials; tools; equipment; saw cutting; removal and disposal of concrete, pullboxes and aggregate base and sub-base (if applicable); and other appurtenances required for a complete-in-place removal of existing concrete median, sidewalk, pedestrian ramps, walkways, driveway, curb type “A”, curb type “B”, and curb type “C” as indicated within these Special Provisions, and as shown on the Plans. Payment shall be included in the Contract unit price paid per Square Foot for “*Remove Concrete*” as listed in the Proposal and no additional compensation shall be allowed, therefore.

Payment for removal and disposal of Asphalt Concrete and Aggregate Base (1’ depth) shall include all labor; materials; tools; equipment; saw cutting; removal and disposal of materials and other appurtenances required for a complete-in-place removal of said item. Payment for the removal and disposal of existing asphalt concrete shall be included in the Contract unit price paid per Square Foot for “*Asphalt Concrete and Aggregate Base (1’ depth)*” as listed in the Proposal and no additional compensation shall be allowed, therefore.

Payment for furnishing and installing Type “A” curb shall include form work; finish, and placement; furnish and placement of Class 3 concrete; slip dowels; furnish and placement of 3/8” expansion joint filler; and other appurtenances required for a complete-in-place Type “A” curb. Payment for the construction of new concrete Type “A” curb shall be included in the Contract unit price per Linear Foot for “*Minor Concrete (Curb) (Salinas Std Plan No. 1, Type A); Complete-In-Place*” as listed in the Proposal and no additional compensation shall be allowed, therefore.

Payment for furnishing and installing Type “B” curb shall include excavation of native material and disposal of material; form work; finish, placement, and compaction of 6” Class II aggregate base; furnish and placement of Class 3 concrete; slip dowels; furnish and placement of 3/8” expansion joint filler; and other appurtenances required for a complete-in-place Type “B” curb. Payment for the construction of new

concrete Type “B” curb shall be included in the Contract unit price per Linear Foot for “*Minor Concrete (Curb) (Salinas Std Plan No. 1, Type B); Complete-In-Place*” as listed in the Proposal and no additional compensation shall be allowed, therefore.

Payment for furnishing and installing Type “C” Curb and Gutter shall include; form work; finish, placement, and compaction of 6” Class II aggregate base; paint binder; furnish and placement of class 3 concrete; slip dowels; furnish and placement of 3/8” expansion joint filler; concrete depressed curb and gutter for ADA pedestrian access ramp; and other appurtenances required for a complete-in-place curb and gutter. Payment for the construction of new concrete Type “C” curb shall be included in the Contract unit price per Linear Foot for “*Minor Concrete (Curb and Gutter) (Salinas Std Plan No.1, Type C); Complete-In-Place*” as listed in the Proposal and no additional compensation shall be allowed, therefore.

Payment for the construction of new concrete ADA pedestrian access ramp shall include excavation of material, lawn, and disposal of materials; form work; furnish, placement, and compaction of 2” sand cushion; furnish and placement of 4” Class “3” concrete; placement of 3/8” expansion joint and filler; concrete filling of voids left from removal of rock in concrete; concrete finish; Vitriified Polymer Composite Cast-in-Place Tactile Tile (wet set) Detectable Warning Surface; finish; and other appurtenances required for a complete-in-place concrete ADA pedestrian access ramp. Payment for the construction of new concrete ADA pedestrian access ramp shall be included in the Contract unit price per Lump Sum for “*Curb Ramp (Caltrans Std Case B) and Curb Ramp (Caltrans Std Case C); complete-in-place*” and as listed in the Proposal and no additional compensation shall be allowed, therefore.

Payment for the construction of new concrete sidewalk shall include excavation of dirt and disposal of material; form work; furnish and placement of 3/8” expansion joint and filler; concrete finish; placement of 2” minimum sand cushion and 4” Class “3” concrete; and other appurtenances required for a complete-in-place concrete sidewalk. Payment for the construction of new sidewalk concrete shall be included in the Contract unit price per Square Foot for “*Minor Concrete (Sidewalk); complete-in-place*” and as listed in the Proposal and no additional compensation shall be allowed, therefore.

Payment for the construction of the concrete raised median island shall include labor; materials; tools; equipment; form work; furnish and placement of 3/8” expansion joint and filler as needed; and other appurtenances required for a complete-in-place raised median island construction as indicated within these Special Provisions, and as shown on the Plans. Payment shall be included in the Contract unit price paid per Square Foot for “*Minor Concrete (Median Hardscape); Complete-In-Place*” as listed in the Proposal and no additional compensation shall be allowed, therefore.

Payment for the construction of new commercial driveway approach shall be in the Contract unit price per square foot under Contract item, *Minor Concrete (Driveway Reconstruction); Complete in Place*”, as listed in the Proposal and shall include all labor, material and tools for wire mesh, six (6) inch class 3 concrete, sidewalk at the driveway, and four (4)” Class 4 Aggregate Base, concrete finish, furnish and placement of three-eighths inch (3/8”) expansion joints and fillers; complete in place and no additional compensation will be made.

SECTION 12-3 MISCELLANEOUS FACILITIES

12-3.1 ADJUST EXISTING WATER VALVE, PG&E MANHOLE, GAS VALVE, AND OR VAULT; AT&T MANHOLE AND OR VAULTS TO FINISHED GRADE (N I C, BY OTHERS)

All work and materials for raising water valve boxes and valve covers to finished grade shall be by Cal Water and/or Alco Water and shall conform to the Provisions in Section 15 of the State Standard Specifications, the Provisions in Section 15-2.05A of the Standard Specifications, City of Salinas Standard Plan No. 35, and these Special Provisions.

All work and materials for raising electrical and gas valves, covers, manholes, and vaults to finished grade shall be by PG&E and shall conform to the Provisions in Section 15 of the City of Salinas Standard Specifications, the Provisions in Section 15-2.05A of the Standard Specifications, and these Special Provisions.

All work and materials for raising telephone manholes and vaults to finished grade shall be by AT&T and shall conform to the Provisions in Section 15 of the City of Salinas Standard Specifications, the Provisions in Section 15-2.05A of the Standard Specifications, and these Special Provisions.

All existing 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. Cal Water, Alco Water, PG&E, AT&T, and Comcast Contractor's shall wait till the finished paving is complete and then locate, cut out, and expose the existing covers to the new finished grade. Cal Water and/or Alco Water shall furnish and install new traffic lids on water meters, only when meters are within driveway area.

SECTION 13 SIGNING

SECTION 13-1 SIGNING

13-1.1 GENERAL

All work and materials for signs shall conform to the Provisions in Section 56 of the City of Salinas Standard Specifications, these Special Provisions, California 2004 Uniform Sign Chart, and as shown on the Plans. The Contractor shall furnish all mounting hardware. Signs shall be constructed of 0.080" thick aluminum alloy.

13-1.2 TEMPORARY TRAFFIC SIGNS AND TRAFFIC CONTROL SIGNS

All temporary traffic signs shall be 3M Diamond Grade Cubed Reflective Sheeting Series 4090 or approved equal by the City Engineer. The reflective sheeting shall conform to the Federal Specifications L-S300A.

The Contractor shall remove all temporary traffic signs, hardware, and temporary sign stands when the project is completed and approved by the City Engineer.

13-1.3 TRAFFIC SIGNS

All new traffic signs shall be 3M Diamond Grade Cubed Reflective Sheeting Series 4090 or approved equal by the City Engineer. The reflective sheeting shall conform to the Federal Specifications L-S300A.

Roadside signs shall be installed on galvanized steel pipe posts in accordance with the City of Salinas Standard Plans, as shown on the Plans, and per these Special Provisions. Posts shall conform to ASTM Specifications A-120 for galvanized steel pipe. The Contractor shall furnish all mounting hardware. Posts shall be cleaned of any markings. All relocated signs shall be mounted on new posts with new hardware and footings. Any removed existing posts shall require the existing hole to be patched to match existing conditions. Placement of signs on streetlight poles is desirable, but the City Engineer prior to sign installation shall approve final placement of all signs.

13-1.4 PAYMENT

Payment for furnishing and installing new traffic sign and post (when applicable); installation of new sign(s) on new post; removal and salvage of existing traffic sign(s); installation of salvage traffic sign(s); installation of new sign on existing street light pole; appurtenances shall include all labor, materials, tools, equipment, mounting brackets, braces, hardware, and incidentals necessary for traffic sign installation, and other appurtenances required for a complete-in-place traffic sign and post (when applicable) installation as indicated within these Special Provisions, and as shown on the Plans. Payment for traffic sign and post and

brackets shall be included in the Contract complete-in-place and as listed in the Proposal and no additional compensation shall be allowed, therefore.

Payment for the installation and removal of temporary construction signs and posts shall include all labor, materials, tools, equipment, mounting brackets, braces, hardware, and incidentals necessary for traffic signs, and other appurtenances required for a complete-in-place installation and removal of temporary construction signs and temporary sign stand as indicated within these Special Provisions, and as shown on the Plans. Payment shall be included in the Contract complete-in-place and as listed in the Proposal and no additional compensation shall be allowed, therefore.

**PART C –
MISCELLANEOUS STANDARD PLANS AND DETAILS**



City of Salinas

COMMUNITY DEVELOPMENT DEPARTMENT

65 W. Alisal Street • Salinas, California 93901
(831) 758-7251 • (831) 758-7938 (Fax) • www.ci.salinas.ca.us

Construction and Demolition (C&D) Diversion Requirements

Salinas Municipal Code 9-11.1 requires all Construction and Demolition (C&D) projects within the City to divert at least 65% of the C&D debris and 100% of inert materials generated by the project. In addition, all building and demolition permit applicants must prepare and submit a C&D Waste Reduction and Recycling Plan at the time of the permit application (prior to permit issuance), and a final C&D Waste Reduction and Recycling Report. **Failure to file recycling reports with the City may result in non-compliance fees and/or delay issuance of the Certificate of Occupancy or final inspection.**

Options for the disposal/recycling of C&D debris include:

1. Contracting with the exclusive franchise for disposal/recycling services,
 - **If you need to set up service, call Republic Services of Salinas at (831)751-5443.**
 - Identify that your project is a C&D project and **keep all applicable invoices from Republic.**
 - Divert more by requesting separate bins to source separate C&D debris on-site (cost savings may apply).
2. Self-hauling C&D debris from the project directly to a bonafide processing facility using the applicants/contractor's equipment and vehicles (if source separated, cost savings may apply). **For questions on other preferred providers or general questions contact:**

**Salinas Valley Recycles
(Salinas Valley Solid Waste Authority)
128 Sun St Suite 101, Salinas, CA 93901
(Direct) 831.775.3018
(Main) 831.775.3000 | (Fax) 831.755.1322**

INSTRUCTIONS

1. Complete, sign and submit the attached C&D Waste Reduction and Recycling Plan.
2. If you plan to self-haul your C&D debris, use the attached list of bonafide processors to locate facilities that will recycle your materials. Inform the recycling facilities that the material is generated in the City of Salinas so origin codes on the weight tickets can be recorded correctly. **Always ask the recycling facility for all of your weight tickets and receipts.**
3. Once your project is complete, you must submit the attached C&D Waste Reduction and Recycling Report. **Make sure to keep all weight tickets and receipts for all of your recycled and disposed materials.**
4. Your final Waste Reduction and Recycling Report should include the following information and be provided to your inspector at the time of final inspection:
 - a. Identify the types and quantities (tons) of materials recycled, reused, salvaged and/or disposed,
 - b. Identify how the materials were handled: "source separated" or "mixed",
 - c. Identify the method of transport for debris materials (self-haul, franchise hauler),
 - d. Identify where the materials were taken for recycling or disposal.



City of Salinas

COMMUNITY DEVELOPMENT DEPARTMENT

65 W. Alisal Street • Salinas, California 93901
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If you do print this form, please print double sided.



City of Salinas

COMMUNITY DEVELOPMENT DEPARTMENT

65 W. Alisal Street • Salinas, California 93901
 (831) 758-7251 • (831) 758-7938 (Fax) • www.ci.salinas.ca.us

Construction & Demolition - Waste Reduction and Recycling Plan

Permit # _____ Date _____
 Site Address: _____ Zip Code _____
 Company/Owner Name: _____
 Mailing Address: _____ Contact Phone: _____
 City, State and Zip: _____ E-mail: _____
Type of Project: **New Construction** **Alteration** **Demolition** **Roofing** **Other**
Project Description: _____

1. What materials will be generated by your project?

	Asphalt		Bricks/Rock		Cardboard
	Concrete/Cement		Dirt/Clean Fill		Drywall/Sheetrock
	Glass/Windows		Lumber/Wood		Metals
	Mixed C&D		Roofing Materials		Salvaged Items
	Other (Specify)				

2. How will the C&D debris be handled during your project? (Please check all that apply)

Source Separation – Materials are separated on-site and placed in material-specific bins.

Mixed Loads – Clean recyclable C&D materials are comingled into one bin and delivered to a bonafide processing facility. Trash is collected in a separate bin and delivered to an authorized disposal facility.

3. How do you plan to dispose of the C&D debris that you will generate with your project?

- I will hire the exclusive franchise: Republic Services of Salinas - (831) 775-3840. **Save Invoices!**
- I will self-haul C&D debris using the owner/contractor's equipment and vehicles. **Save Receipts!**

4. ATTEST: By signing below I am affirming:

- I am the owner/agent for this permit application and have read the requirements of the ordinance;
- I will submit a Waste Reduction & Recycling Plan with the permit application and, to the best of my ability, I agree to recycle, divert and/or salvage the materials listed above;
- I will submit a Waste Reduction & Recycling Report describing diversion activities and showing actual tonnage data for all diverted and disposed materials;
- I understand that failure to comply with the City's C&D recycling and reporting requirements may result in legal enforcement and penalties and may delay issuance of permits, the Certificate of Occupancy or approval of the final inspection.

 Applicant's Signature

 Date

 Print Name/Title (owner, contractor, agent)



City of Salinas

COMMUNITY DEVELOPMENT DEPARTMENT

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 (831) 758-7251 • (831) 758-7938 (Fax) • www.ci.salinas.ca.us

Construction & Demolition - Waste Reduction and Recycling Report

Complete this report, from the City's franchise hauler and/or recycling facilities, salvage companies, deconstruction contractors, C&D processors, transfer stations, and landfills. **ALWAYS** keep invoices, weight tickets and receipts for at least three years. Use the attached conversion table for help with calculations and attach additional sheets if necessary.

ADDRESS: _____ PERMIT NUMBER _____

MATERIAL TYPE	RECYCLED, REUSED, SALVAGED	DISPOSAL	SOURCE SEPARATED	MIXED	HAULER	MATERIAL DESTINATION
Inert Materials						
<i>Example: Concrete</i>	<i>18.43 tons</i>	<i>N/A</i>	<i>X</i>		<i>Self-Haul</i>	<i>Johnson Canyon Landfill</i>
Asphalt		N/A				
Brick / Rock		N/A				
Concrete / Cement		N/A				
Dirt / Clean fill		N/A				
Roofing materials		N/A				
Other:		N/A				
Other:		N/A				
INERT TOTAL		100% Diversion				
	A	B				
C&D Debris						
Cardboard						
Drywall / Sheetrock						
Glass / Windows						
Lumber / Wood (clean)						
Metal						
Mixed C&D materials*						
Plastic						
Trash	N/A					
Yard waste / Landscaping						
Other:						
Other:						
C&D DEBRIS TOTAL			C&D Debris Diversion Rate (percentage) (A)/(A+B) x 100			Over 65% = C&D DEBRIS COMPLIANCE

*If C&D materials are mixed, please list recyclable materials in the space below and enter the total tons in the *Mixed C&D Materials* section.

Mixed C&D Materials _____

Explanation /Comments _____

I have accurately reported all diverted and dispose materials above.

Signature: _____

Date: _____



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Conversion Calculations

To calculate the percentage of materials recycled and/or reused:

To determine the percentage of diverted materials, divide the number of tons which were recycled, reused and/or salvaged by the TOTAL tonnage generated.

$$\text{Percent Diverted (tons)} = \frac{\text{recycling} + \text{reused} + \text{salvaged}}{\text{recycling} + \text{reused} + \text{salvaged} + \text{disposed}}$$

Example:

$$\frac{1 \text{ ton recycling} + 1 \text{ ton reused}}{1 \text{ ton recycling} + 1 \text{ ton reused} + 2 \text{ tons disposal}} = \frac{2}{4} = 0.5 \text{ (multiply 0.5 by 100 = 50\%)}$$

How to convert pounds to tons:

To convert pounds to tons, divide the number of pounds by 2000 pounds. **1 Ton = 2,000 Pounds**

Example: 700 pounds ÷ 2000 pounds = 0.35 tons

How to convert cubic yards to tons:

Select the type of material recycled/reused from the conversion table below. Multiply the corresponding number by the total number of cubic yards recycled/reused.

1 cubic yard of mixed C&D debris = 0.45 tons *Example:* 4CY of mixed C&D = 4 CY X 0.45 = 1.8 tons

Conversion Table

MATERIAL	Volume - EQUIVALENT - Weight
Asphalt – paving	1 cubic yard 0.69 tons
Asphalt – roofing shingles	1 cubic yard 0.21 tons
Brick	1 cubic yard 1.51 tons
Cardboard	1 cubic yard 0.05 tons
Carpet/carpet padding	1 cubic yard 0.04 tons
Ceramic tile	1 cubic yard 0.61 tons
Concrete	1 cubic yard 0.93 tons
Dirt – clean fill	1 cubic yard 1.00 tons
Fiberglass insulation	1 cubic yard 0.01 tons
Glass	1 cubic yard 1.08 tons
Green waste – yard trimmings	1 cubic yard 0.05 tons
Metals	1 cubic yard 0.45 tons
Mixed C&D debris	1 cubic yard 0.45 tons
Plastic	1 cubic yard 0.01 tons
Sheetrock – drywall	1 cubic yard 0.20 tons
Wood – clean lumber	1 cubic yard 0.16 tons
Wood – pallets	one 0.14 tons

For more conversion factors for recyclable materials visit: www.calrecycle.ca.gov/Fact/Conversion1.pdf

For more conversion factors for C&D materials visit: <http://www.calrecycle.ca.gov/LGCentral/Library/DSG/ICandD.htm>

The City of Salinas and California Green Building Standards Code requires a minimum of 65% diversion of materials generated from construction and demolition (C&D) projects. This guide will help manage the scrap-materials generated from C&D projects through recycling and source separation. Following these guidelines can help you save money and comply with City/State regulations.

For more info: www.bsc.ca.gov/Home/CALGreen.aspx



Hauling Services

- ⇒ Hauling services are available through the local franchised hauler, Republic Services of Salinas
- ⇒ General contractors, subs, or construction companies can self-haul by using their privately owned hauling equipment. (Section 14-1.1, Salinas Municipal Code).

A list of Bonafide Recyclers is available at the City's Permit Center or at www.salinas.waste-tracking.com

ALL weight receipts (recycling & disposal) MUST be retained from subs, hauling companies, or Bonafide Recyclers.



65 W. Alisal St.,
1st Floor
Salinas, CA 93901
(831) 758-7251



271 Rianda St.
Salinas, CA
93901
(831) 751-5443



128 Sun St., Ste. 101
Salinas, CA 93901
(831) 775-3018
www.salinasvalleyrecycles.org

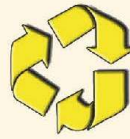


CONSTRUCTION & DEMOLITION WASTE REDUCTION AND RECYCLING GUIDE



WHY DIVERT C&D MATERIALS?

- ◆ Recycling produces usable materials at a much less environmental cost by conserving raw materials and virgin resources;
- ◆ Recycling conserves energy and water, and reduces the production of greenhouse emissions and other pollutants;
- ◆ Recycling conserves valuable landfill space; C&D materials make up 29% of all waste generated in California.
- ◆ Recycling creates employment and economic activity that helps sustain local economies;
- ◆ Recycling saves money by reducing disposal and transportation costs;
- ◆ Deconstructing (rather than demolishing) in order to recycle or reuse items (i.e. cabinets or windows) can help fulfill diversion requirements.



DIVERSION TIPS

- ◆ Develop a recycling plan before project begins
- ◆ Recycling one material may divert most of your scrap-materials. EX: wood from new construction may account for the majority of excess materials.
- ◆ Recyclable materials change during a project. Wood and steel may appear first; large quantities of cardboard at the end.
- ◆ C&D materials can be commingled or source separated. *Reduced fees may apply for source-separated materials.*



- ◆ Concrete, Asphalt, Cardboard, Plastics, Metal, Clean Wood & Yard Waste, Masonry, and Drywall can be recycled. See *City forms for a list of Bonafide Recyclers.*

COMPLIANCE WITH C&D REQUIREMENTS

The City of Salinas requires that all C&D materials (100% of Inerts and 65% of all other C&D materials) be recycled (Chapter 9.4-1 Salinas Municipal Code). To comply with this requirement either:

1. Fill out the Waste Reduction & Recycling Plan/Report (available at the City's Permit Center; **OR**
2. Use on-line Waste Tracking Rpt: www.salinas.wastetracking.com

All mixed C&D and waste materials generated during a C&D project must be delivered to one of the following Salinas Valley Recycles locations:



Johnson Canyon Landfill
31400 Johnson Canyon Rd
Gonzales, CA 93926

Sun Street Transfer Station
139 Sun St.
Salinas, CA 93901

Upon project completion, the Waste Reduction & Recycling Plan/Report or WasteTracking.com and all applicable weight receipts must be submitted to the City demonstrating compliance with the recycling requirements.

CONTRACTORS: Save Time and \$ on Your Next Job...



**Separate your Materials
for Recycling & Save!**

REDUCE, REUSE & RECYCLE!

Ask the local waste hauler, Republic Services how to save by separating recyclables, or if self-hauling, bring the following source-separated materials to **Sun St Transfer Station in the heart of Salinas** for a discounted rate:

- ⇒ Yard Waste
- ⇒ Wood Waste
- ⇒ Mixed Construction & Demolition Materials
- ⇒ Clean Concrete and Asphalt (with or without rebar)*

For Pricing and Questions Please Call:

Republic Services: (831) 775-3840

Sun St Transfer Station: (831) 775-3000

**Recycle Cardboard, Paper, Metal and Plastics
for FREE!**

**Larger clean loads of concrete and asphalt (1 ton or greater) must be taken to the Johnson Canyon Landfill, outside of Gonzales, call for more information.*



Sun Street Transfer Station

139 Sun St
Salinas, CA 93901

Phone: 831-775-3000
Fax: 831-755-1322
E-mail: jannaf@svswa.org



**Need help on your project?
Free technical assistance is
available, call (831) 775-3000**

For more information, visit :
www.salinasvalleyrecycles.org



"Working Toward a Future without Landfills"

DETAIL A
(FRONT)

Slurry Seal

“Slurry Seal” es un sello asfáltico y es económico al pavimento para prolongar la vida de la calle. Este tratamiento evita fuertes gastos de reconstrucción en el futuro.

Debido a la cantidad de calles que se estarán haciendo el mismo día, no es posible avisarle a qué hora se tratará su calle. Por favor le pedimos paciencia, ya que la inconveniencia del mantenimiento es mucho menor que la que se necesitara si no se trata a tiempo.

Conducir o caminar sobre el pavimento con sello fresco antes de que se seque puede dañar el sello. El material es altamente adhesivo, se pega en la ropa, zapatos, alfombras, pero se puede limpiar con algunos limpiadores disponibles en cualquier tienda de auto partes. Lea y siga las instrucciones del producto que compre.

Evite dar vueltas cerradas en su auto en las calles que han sido selladas. Es preferible dar vueltas más abiertas para no dañar las calles.

Para más información por favor contáctenos a:

INSERT YOUR BUSINESS NAME HERE
WITH CONTACT PHONE NUMBER AND
BUSINESS ADDRESS

NOTICE

STREET SEALING
No parking 7am to 5pm
MON TUE WED THUR FRI

The _____ of this month, Slurry Seal will be placed on your street.

We're sorry for any inconvenience this may cause you. Please park and drive on adjacent streets not posted with **NO PARKING** signs. Any vehicles parked within the posted areas with **NO PARKING** will be towed at owners' expense.

Your street will be **CLOSED** unless flaggers are present to control traffic. Please avoid driving, bicycle riding, or walking on sealed streets until new surface dries. Under normal weather conditions your street will be re-opened within 3 to 5 hours after sealing is complete. Only **EMERGENCY VEHICLES** will be allowed through at any time.

Please do not permit water to run in gutter during this period.

Weather considerations, or equipment breakdowns may cause schedule changes. If your street is not completed due to any reason, you will be notified again as to the new date.

Thank You
for your cooperation and patience

DETAIL A

(BACK)

AVISO

Sello de Pavimento

Este aviso es para informarles que

(insert business name)

El pavimento en su calle al igual que otras calles en su área recibirán un sello asfáltico. Por favor evite estacionar su vehículo sobre su calle entre las 7:00 am a 5:00 pm en la (s) siguiente(s) fecha(s).

Su calle también tendrá avisos de **“NO PARKING” (NO ESTACIONARSE)** de 48 a 72 horas con previo aviso como recordatorio.

Le pedimos disculpas por la inconveniencia que esto le pueda ocasionar. Por favor estacione y utilice las calles que no tengan avisos de **“NO PARKING”**. Se usará grúa para remover vehículos que se encuentren dentro de las áreas que muestren **“NO PARKING”** y los gastos corren por cuenta del dueño del vehículo.

Su calle será completamente cerrada por 4 o 5 horas, al menos que se le indique de otra manera por medio de personal autorizado. Por favor no transite la calle hasta que el sello se seque completamente, esto ocurre dependiendo del tiempo, de tres a cinco horas. Solamente vehículos de emergencia podrán transitar por las calles cerradas. Por favor no permita que el agua corra por su calle durante este periodo de rehabilitación sobre su calle.

El estado del tiempo puede ocasionar cambios en el orden de trabajo, en dado caso que el tiempo no permita llevar acabo el trabajo, se le avisara nuevamente con la nueva fecha.

Muchas Gracias por su cooperación y paciencia.

Slurry Seal

Is an asphalt seal coat that is a very economical surface treatment that prolongs the life of the asphalt by stopping erosion from water and oxidation from the sun. Timely preventative maintenance like this helps avoid extremely costly street rebuilding in the future.

Due to the number of streets scheduled, we cannot tell you the exact time your street will be done. We realize the inconvenience caused by limiting access to your street. Please consider that the inconvenience caused at this time is very small compared to what would later be required if this protection were not applied.

Driving or walking on this new material before it has cured will damage the street and will stick to your shoes, be splattered up onto your car, and will track onto concrete driveways, carpets and floors. The material is highly adhesive but can be removed from vehicles with tar removers available from local auto parts stores. Read and follow the directions from any products purchased.

Emulsion aggregate slurry seal coat will be damaged by sharp turning during the curing phase, specifically power steering turns. This can be avoided by making wide turns. Always be sure the vehicle is moving before turning the steering wheel.

FOR ADDITIONAL INFORMATION PLEASE CONTACT:

INSERT YOUR BUSINESS NAME HERE
WITH CONTACT PHONE NUMBER AND
BUSINESS ADDRESS

DETAIL B

City of Salinas Addendum to Caltrans SWPPP Template

SWPPP Amendment 1 - Only applicable for projects not subject to Caltrans oversight.

General

1. Caltrans ROW = City of Salinas ROW.
2. All references to the Construction General Permit (CGP) (CAS000002, Order No. 2009-2009-DWQ) includes all amendments to the CGP though the date of Contract acceptance.
3. All references to the Caltrans Storm Water Management Program (Caltrans Permit SWRCB Order No. 99-06-DWQ, NPDES No. CAS000003) shall be replaced with the City of Salinas Order No. R3-2012-0005 (NPDES Permit No. CA004981).
4. All references to NELs and the Lake Tahoe Hydrologic Unit are removed (unless Active Treatment Systems, as defined by the CGP Attachment F are used).
5. The approved SWPPP, all sampling results, annual and if applicable, dewatering compliance reports, shall be submitted to the City via the State Water Board's Storm Water Multi-Application and Report Tracking Systems (SMARTS) website unless the Special Provisions state otherwise.
6. All site discharges shall be sampled to ensure that sampling data is collected for every day with discharge during or after each qualifying storm event except for days where discharge occurs outside of working hours.) Note this will require more sampling than the Caltrans template specifies.

Construction monitoring, sampling, and REAP preparation shall be consistent with the Construction General Permit:

- Forecasted rain events shall not be defined by the amount of precipitation, only the probability of precipitation (i.e. eliminate 0.1-inch or more requirement from forecasted rain event definition so that it is consistent with the Construction General Permit definition of a likely storm event). This means that REAPS and pre-storm inspections will occur more frequently than the Caltrans template specifies.
- Qualifying rain event definition in template is revised to be consistent with Construction General Permit definition of a qualifying rain event (i.e. any event that produces 0.5-inches or more precipitation with a 48 hour or greater period between rain events).
- REAPS shall be prepared 48 hours prior to any likely precipitation event. REAPs shall be implemented and made available on site no later than 24 hours prior to the likely precipitation event.

SWPPP Template Section 600.5 Best Management Practices Status Report:

- This entire section is eliminated unless the Special Provisions indicate otherwise



City of Salinas

200 Lincoln Ave., Salinas,
CA 93901
www.cityofsalinas.org

Legislation Text

File #: ID#23-679, **Version:** 1

Catalis (QAlert) Subscription Renewal

Approve a Resolution authorizing the subscription renewal with Catalis in the amount of \$61,689.59 to provide the City's request management solution (QAlert) for the period of January 1, 2024 to June 30, 2025.



**CITY OF SALINAS
COUNCIL STAFF REPORT**

DATE: NOVEMBER 14, 2023
DEPARTMENT: ADMINISTRATION
FROM: PATRICIA M. BARAJAS, CITY CLERK
TITLE: CATALIST (QALERT) SUBSCRIPTION RENEWAL

RECOMMENDED MOTION:

A motion to approve the subscription renewal with Catalis to provide on-call software for residents of Salinas to submit requests or concerns in the amount of \$61,689.59.

EXECUTIVE SUMMARY:

Catalis is a centralized Request Management System (RMS) solution which streamlines business processes and communications with internal and external customers by creating a more effective and efficient government through technology. Catalis, formerly QScend Technologies (QAlert), is the City's primary solution for residents to submit service requests via the SalinasConnect mobile application and website reporting dashboard. Catalis annual subscription is set to expire on December 31, 2023. Subscription renewal shall not exceed \$61,689.59 for the period of January 1, 2024 to June 30, 2025 and sets the subscription renewal period in line with the City's fiscal year cycle.

BACKGROUND:

In 2017, the city retained QScend Technologies (QAlert), later acquired by Catalis, to develop a web-based and mobile management application system. Catalis software has allowed all Departments to receive and maintain electronic records of all service request and activities from creation of the request to final resolution. Catalis allows residents to place service request via an app, a call, or website. The system automatically processes the request and routes it to the appropriate staff or department to address. The request is then logged and when the issue is resolved, or updates are entered by staff with notifications to the users as progress is made on a service request.

Additionally, as part of the service agreement with Catalis, the city receives unlimited user licenses for large-scale deployment of the mobile management app (QAlert Mobile) to reduce inefficiencies and improve workflows in the field using an iPad, and a Salinas-specific branded mobile application (SalinasConnect) for iPhone and Android. Catalis also features reporting tools

for City staff to generate custom activity reports on an automatic schedule available for dissemination as needed.

Catalis's web-based dashboard, mobile application, SalinasConnect, and the call-center software continue to ensure resident requests and concerns are addressed more efficiently through technology and increasing transparency.

CEQA CONSIDERATION:

Not a Project. The City of Salinas has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378).

STRATEGIC PLAN INITIATIVE:

Subscription of Catalis (QAlert) is in line with the City Council Goal of Effective and Culturally Responsive Government. The Council identified strategies that included evaluating technology gaps, effective governance, and transparency.

DEPARTMENTAL COORDINATION:

The City Clerk's Office continues to work in coordination with all department to support the request management solution and communication with constituents.

FISCAL AND SUSTAINABILITY IMPACT:

Funding is available and appropriated in 1000.1120, the City Clerk's annual operating budget .

ATTACHMENTS:

Resolution

Exhibit A – Order Form

RESOLUTION _____ (N.C.S.)

RESOLUTION AUTHORIZING THE SUBSCRIPTION RENEWAL WITH CATALIS IN THE AMOUNT OF \$61,689.59 TO PROVIDE THE CITY'S REQUEST MANAGEMENT SOLUTION (CATALIS)

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF SALINAS: that the City Council does hereby approve the attached subscription renewal, Exhibit A, between the City of Salinas and Catalis, in the amount of \$61,689.59 for the period of January 1, 2024 to June 30, 2025.

PASSED AND APPROVED this 14th day of November 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Kimbly Craig, Mayor

ATTEST:

Patricia M. Barajas, City Clerk



ORDER FORM

CUSTOMER INFORMATION

Customer:	City of Salinas, CA	Address:	200 Lincoln Avenue
Contact Name:	Patricia M. Barajas, CMC		Salinas, CA 93901
Email Address:	patricib@ci.salinas.ca.us	ACH:	<input checked="" type="checkbox"/>
Phone:	(831) 758-7383	PO Required:	<input checked="" type="checkbox"/>

Catalis Representative: Ryan Apruzzese, ryan.apruzzese@catalisgov.com, (203) 490-0821

SUBSCRIPTION TERM

Subscription Start Date: 1/1/2024
 Subscription End Date: 6/30/2025
 Auto-Renewal: No

The Initial Term of the Subscription shall begin on the Subscription start date and will continue for 18 months. The Subscription may be extended for subsequent annual 12-month terms, any extension will require an Amendment signed by both Parties.

PRICING

1. Fee Summary

Software Subscription Fees for Year 1 Total: \$61,689.59

2. Software Subscription Fees

	<u>Year 1</u>
Request Management Enterprise Annual Subscription	
<i>The cost for the Initial Term of the Subscription has been pro-rated 18 months for the period of 1/1/2024 to 6/30/2025.</i>	\$61,689.59
Total Subscription Fees	\$61,689.59

- 2.1. Year 1 Software Subscription Fees shall be billed upon the Subscription Start Date.
- 2.2. Future Year Software Subscription Fees shall be billed annually in advance.

3. Additional Services

Future Professional Services, customizations, modifications, or integrations can be provided at a current year hourly services rate. Any additional work requested will require a Professional Services Work Order.



TERMS & CONDITIONS

The Agreement is dated effective and shall be considered binding upon execution ("Effective Date") by and between Customer and Licensor.

The Agreement incorporates by reference the following, in order of precedence:

This Order Form

The Master Software Subscription and Services Agreement

<https://catalisgov.com/software-as-a-service-saas-terms-and-conditions/>

Exhibit A: Software Description and Scope of Use

General Notes:

- Capitalized terms used herein but not defined in this Order Form have the meanings given to them in the Master Software Subscription and Services Agreement.
- Customer and Catalis agree to keep all aspects of this agreement confidential to the extent permitted by law.
- Pricing and/or terms are subject to change if the Order Form is not signed within sixty (60) days of the Order Form date.
- Invoices are due within thirty (30) days of the date of the invoice.

ACCEPTANCE

By signing below, I represent that I am validly authorized to enter into this Order Form and related Agreement and accept their terms and conditions.

Effective Date:

City of Salinas

By: _____

Name: _____

Title: _____

Date: _____

Catalis Public Works & Citizen Engagement:

By: _____

Name: _____

Title: _____

Date: _____



EXHIBIT A: SOFTWARE DESCRIPTION AND SCOPE OF USE

This Exhibit provides a description of the Software Services being offered; however, it is understood that detailed Functional Specifications will also be available in separate Documentation provided for guidance on product functionality and usage.

Request Management Enterprise

- Citizen Tools:

- Multi-channel civic engagement**
- Resident Self-help portal**
- Branded App**
- Citizen Dashboards**
- Notices**
- Surveys**
- Staff Tools**
- Call Center Screen**
- Customizable Request Views**
- Automation**
- Reporting**
- Enterprise Request Management Mobile**
- GIS data Integration**



City of Salinas

200 Lincoln Ave., Salinas,
CA 93901
www.cityofsalinas.org

Legislation Text

File #: ID#23-687, **Version:** 1

- a. **Public Employee Appointment** - California Government Code Section 54957(b)(1), City Manager
- b. **Pending Litigation** - California Government Code Section 54956.9(d)(1), conference with legal counsel regarding, Santa Rita Union High School District, et al. v. City of Salinas et al., Monterey County Superior Court Case No. 20CV000242.
- c. **Pending Litigation** - California Government Code Section 54956.9(d)(1), conference with legal counsel regarding, Alisal Union School District, et al. v. City of Salinas, et al., Monterey County Superior Court Case No. 20CV00340.