



City of San Juan Bautista

The "City of History"

www.san-juan-bautista.ca.us

**CITY COUNCIL
SPECIAL MEETING
THURSDAY, AUGUST 3, 2023, 6:00 P.M.**

HYBRID MEETING

City Hall, Council Chambers
311 Second Street, San Juan Bautista, California

AGENDA

ZOOM WEBINAR PARTICIPATION

The meeting can also be accessed by the public in the following methods: Through Zoom (<https://zoom.us/join>) per the instruction stated below, and on Facebook.

Please note: If all Council Members are present in person, public participation by Zoom or viewing on Facebook is for convenience only and is not required by law. If the Zoom or Facebook feed is lost for any reason the meeting may be paused while a fix is attempted but the meeting may continue at the discretion of the presiding officer.

JOIN ZOOM WEBINAR TO PARTICIPATE LIVE

<https://us02web.zoom.us/j/88373320235>

To participate telephonically:
call 1 (669) 900-6833
Webinar ID: 883 7332 0235

PUBLIC COMMENT RESTRICTION

Public comments are restricted to items on the special meeting agenda pursuant to California Government Code section § 54954.3(b). Public comments generally are limited to three (3) minutes per speaker; the Mayor may further limit the time for public comments depending on the agenda schedule.

1. CALL TO ORDER

- A. Pledge of Allegiance
- B. Roll Call

2. PRESENTATIONS

- A. July 4, 2023 Fireworks Compliance De-Briefing

3. CONSENT

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

- A. Approve the Affidavit of Posting Agenda.
- B. Waive the Reading of Ordinances and Resolutions on the Agenda Beyond the Title.

4. ACTION ITEMS

The Recommendation indicates the staff recommendation at the time the agenda was prepared. That recommendation does not limit the City Council alternative actions on any matter before it.

A. Approve the Project Budget and Awarding a Contract for City of San Juan Bautista Sanitary Sewer Force Main to Hollister Project and Related Actions.

Recommendation: Approve a **RESOLUTION** Approving the Project Budget, and Awarding the Contract to Specialty Construction, Inc. for City of San Juan Bautista Sanitary Sewer Force Main to Hollister Project, “Project” in the Base Bid Amount of \$18,632,399 less Deductive Bid Items of \$2,113,650 less Contract Change Order \$391,676 for a total amount of \$16,127,073; 2) Authorize the City Manager to execute a Contract Change Order; and 3) Approve the Construction Contingency; and 4) Authorize the City Manager to amend existing Agreement with MNS Engineers, Inc. for inspection services; and 5) Authorize the City Manager to enter into agreement with Stantec Consulting Services, Inc. for resident engineering services.

B. Authorizing The City Manager to Sign and file a Financial Assistance Application for a Financing Agreement from the State Water Resources Control Board for the City’s Sanitary Sewer Force Main Project (“Project”).

Recommendation: Approve a **RESOLUTION** designating the City Manager to sign and file application and related documents as required by the State Water Resources Control Board and allow the City access the \$3 million State grant awarded in June 2022.

C. Accept First Annual Report of the Economic Development Citizen Advisory Committee (EDCAC) - a Standing Committee of the City Council for Business Improvement, Resiliency, and Overall Community Economic Development

Recommendation: Accept the report of the EDCAC and direct staff and the committee toward preparation of an economic development strategy for San Juan Bautista

5. DISCUSSION ITEMS

- A. Revising Title 13 “Violations” by Repealing and Replacing Article 4 “Noticed Nuisance Abatement Procedure” and Article 5 “Emergency Nuisance Abatement Procedures” of Chapter 1 “Enforcement” by Adoption of an Ordinance Entitled “Alternative Public Nuisance Abatement Procedures.”
- B. Revisiting Zoning Code Section 11-04-110 Regarding Regulation of Large-Scale Retail Business, Formula Retail or Formula Restaurant Business, and Formula Visitor Accommodations.

6. ADJOURNMENT

AGENDA MATERIAL / ADDENDUM

Any addendums will be posted not later than 72-hours before regular meetings or 24-hours of special meetings, unless otherwise allowed under the Brown Act. City Council reports may be viewed at the City of San Juan Bautista City Hall at 311 Second Street San Juan Bautista, and are posted on the City website www.san-juan-bautista.ca.us subject to Staff’s ability to post the documents before the meeting, or by emailing Deputy City Clerk Elizabeth Soto at deputycityclerk@san-juan-bautista.ca.us or calling (831) 623-4661 during normal business hours.

In compliance with the Americans with Disabilities Act, and Govt. Code 54953(a), the City will make reasonable

arrangements to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please contact the Deputy City Clerk, a minimum of 48 hours prior to the meeting at (831) 623-4661.

If you challenge any planning or land use decision made at this meeting in court, you may be limited to raising only those issues you or someone else raised at the public hearing held at this meeting, or in written correspondence delivered to the City Council at, or prior to, the public hearing. Please take notice that the time within which to seek judicial review of any final administrative determination reached at this meeting is governed by Section 1094.6 of the California Code of Civil Procedure.

A Closed Session may be called during this meeting pursuant to Government Code §54956.9 (d)(2) if a point has been reached where, in the opinion of the legislative body of the City on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the City.

PUBLIC COMMENT PROCEDURES

If you wish to make a general public comment and are attending in person, please fill out a speaker card. If you are attending via Zoom, join the Zoom Webinar, and use the "Raise Hand" or if joining by telephone, press *9 on your telephone keypad icon.

SUBMISSION OF PUBLIC COMMENTS

Written comments may be submitted via mail to the Deputy City Clerk at City Hall (P.O. Box 1420, San Juan Bautista, CA 95045), or emailed to deputycityclerk@san-juan-bautista.ca.us no later than 3:00 p.m. on the day of the meeting. Written comments will be read into the record provided that the reading does not exceed three (3) minutes.

PUBLIC NOTIFICATION

This agenda was posted on Monday, July 31, 2023, on the bulletin board at City Hall, 311 Second Street, the bulletin board at the City Library, 801 Second Street, the bulletin board at the entrance to the United States Post Office, 301 The Alameda, and the City's website. Meetings are streamed live at <https://www.facebook.com/cityofsanjuanbautista/>.



CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT

DATE: JULY 18, 2023
DEPARTMENT: CITY MANAGER
FROM: DON REYNOLDS
TITLE: JULY 4 2023 FIREWORKS COMPLIANCE DE-BRIEFING

RECOMMENDED MOTION:

No motion is sought for this Discussion Item.

RECOMMENDATION:

It is recommended that the City Council review and discuss compliance in the community to the City Council's Fireworks Resolution 2023-37, during the period beginning June 30, 2023, ending at dawn July 5, 2023.

EXECUTIVE SUMMARY:

In October 2022, the City concluded its discussion of different Fireworks policies, and concluded to maintain the same policies in 2023, that it established for 2022, paraphrased and summarized as follows: allow the sale of "safe and sane" fireworks by one non-profit from June 30- July 4, 2023, and the use of "safe and sane" fireworks in the City only on July 4, from Noon to 10 PM. The City Council adopted Resolution 2023-37 June 6, 2023 approving this policy and associated fine schedule. The attached reports from the City's Code Enforcement Officer, private security, Sheriff and anecdotal conversations with the Fire Marshal and community members that have occurred since July 5, 2023, indicate that the highly visible enforcement and preventative communication effort helped gain good compliance by the community to the City's fireworks policies.

BACKGROUND:

Following the 4th of July, 2020, the City has considered various strategies to better protect residents from the adverse effects of the noise from fireworks that impacts certain individuals and their pets. More restrictive policies were considered before and after the 4th of July 2022. Beginning in May, 2022, and lasting until October, 2022, the City considered three different policies. The most restrictive was the banning of both the sale and use of all fireworks in the City. A lengthy deliberation by the Council occurred September 20th around the merits of fireworks and the Resolution to ban all sales and use of fireworks was amended as submitted for first reading, to be comeback at the next meeting for second reading and adoption. At the next regular City Council

meeting October 18, 2022, another lengthy deliberation occurred that included members of the High School Booster Club, and the following decision was made:

A motion was made by Council Member Freels to postpone the ordinance indefinitely. The motion was seconded by Council Member Freeman. The motion passed on a roll call vote of 4 Yes-0 No-1 Absent (Edge).

Designating the appropriate non-profit organization and allowing them to sell fireworks is required to be approved annually. The policy to allow the sale of fireworks to occur prior to and including the 4th of July, limiting the use of fireworks to noon to 10 PM only on the 4th of July remained intact for 2023. In April 18th, 2023, the City adopted Resolution 2023-28, but it contained errors related to the 2022 drought conditions and did not include the time stipulation limiting the use of the fire works to the 4th of July. That Resolution was rescinded and replaced by a corrected Resolution 2023-37 on June 6, 2023 (attached).

DISCUSSION

On May 24, 2023, the City Manager and Fire Marshall attended a webinar sponsored by the League of California Cities concerning fireworks policies. Approximately 300 persons attended, mostly representing fire personnel including several Fire Chiefs. A lot of frustrated fire fighters expressed their concerns and their city's struggle with the proliferation of fireworks, the continued growth of illegal fireworks, and the general drunkenness and recklessness that surrounds parties where the use of fireworks occurs. Some cities that banned all fireworks expressed that it worked at first, but the problem was returning and growing worse. Most agreed that enforcing policies needed to be done with armed safety officers due to the reckless behavior. But the most significant enforcement tool is the ability to cite property owners, rather than individuals. The result of this policy is the use of fireworks then moves to the street or other public property.

The City's policy is close to "best practices," as it seems to be reasonable to allow some use of the fireworks on this holiday, and to allow the non-profit to benefit from the sale of fireworks. The key phrase in the policy is establishing a "Host Ordinance" where the property owners can be held responsible for the use of fireworks on their properties. Special "Host Liability Language" will help defeat citation appeals. Notices to rental property associations, and property management firms can help with compliance at apartment buildings and other shared housing. It is recommended that the Fire Chief and City Attorney review this language in the City's policies well before the 4th of July 2024.

Attached are the reports received regarding the compliance and enforcement of the City's policies between June 30, and dawn on July 5th 2023. For this discussion, the Fire Chief, Sheriff, and Code enforcement will be present to describe the event, the attached reports, how the policies were implemented, their effectiveness, and the public's response.

In general, this year's implementation of the fireworks policies was effective. Having the same policy two consecutive years helps everyone understand the shared expectations. The public's use of fireworks may never be completely eliminated, but at least there was compliance by most. Two

citations were written, and there were no local fires to report. Most of the noise ended before 10 P.M. The outcome may be different when the 4th falls on a weekend. The Fire Chief and City Manager need to follow the best practices and make certain the City has the strongest policy it can have.

FISCAL IMPACT:

The outreach, cameras, fencing, banners, and extra private security have been budgeted at \$6,000, and this is close to the cost of the 2023 enforcement effort. Invoices are still being collected for 2024, and a final cost has not been determined.

ATTACHMENTS:

Resolution 2023-37

4th of July Reports from Code Enforcement, Sheriff, and Private Security

RESOLUTION NO. 2023-37

A RESOLUTION AND ORDER OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA PERMITTING THE USE WITHIN THE CITY ONLY BETWEEN NOON AND 10:00 P.M. ON JULY 4, 2023, ONLY ON PRIVATE PROPERTY FOR WHICH THE OWNER HAS GIVEN PRIOR PERMISSION; AND AUTHORIZING THE ANZAR HIGH SCHOOL BOOSTERS CLUB TO SELL APPROVED FIREWORKS WITHIN THE CITY FOR THE JULY 4, 2023, HOLIDAY

WHEREAS, Section 5-16-100 of Chapter 5-16 of the City's Municipal Code entitled "Fireworks" prohibits setting off fireworks within the City except at such times and places as the City Council may be order designate and permit; and

WHEREAS, Section 5-1-165 of Chapter 5-1 entitled "California Fire Code, 2022 Edition" amends Section 7802 of the Uniform Fire Code to permit, upon approval by the City Council, the issuance by the Fire Chief of one permit for the sale during the period from noon on June 30 to midnight on July 4 of factory-packaged assortments of legal fireworks permitted by the State Fire Marshall for use by the general public; and

WHEREAS, the City of Hollister provides fire protection services under contract to the City of San Juan Bautista and the Fire Chief of the City of Hollister serves presently as the Fire Chief of the City of San Juan Bautista; and

WHEREAS, on March 20, 2023, a request was received from American Promotional Events, Inc. dba TNT Fireworks on behalf of the Anzar High School Boosters Club to sell "safe and sane" fireworks daily during the hours of 9:00 a.m. and 10:00 p.m., commencing on June 30, 2023 and ending at 7:00 p.m. on July 4, 2023, from a fireworks' stand to be located in the parking lot of The Windmill Market at 310 The Alameda; and

WHEREAS, American Promotional Events, Inc dba TNT Fireworks has provided proof of insurance coverage including, but not limited to, commercial general liability in the amount of \$1,000,000 each occurrence and \$2,000,000 general aggregate naming the City of San Juan Bautista as an additional insured; and

WHEREAS, on June 29, 2021, by Resolution 2021-34A the City Council approved the delegation of authority to its private security provider to issue administrative citations for violation of the City's fireworks laws; and

WHEREAS, by Resolution 2021-34A the City Council also established a bail schedule for administrative citations issued pertaining to enforcement of Section 5-16-100 which provides for a fine of \$1,000 for a first offense, \$2,500 for a second offense and \$5,000 for a third or subsequent offense.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SAN JUAN BAUTISTA AS FOLLOWS:

1. The above Recitals are true and correct.
2. In accordance with Section 5-16-100 of the Municipal Code the City Council hereby designates, permits and orders that the date of July 4, 2023, commencing at noon and ending at 10:00 p.m. shall be the date and times during which it shall be lawful for any person over the age of 18, or a minor accompanied by and under the supervision of a parent or guardian, to ignite, fire off, or cause to be exploded fireworks of the type approved by the State Fire Marshall for use by the general public which are sold only in factory-packaged assortments.
3. In accordance with Section 5-16-100 of the Municipal Code the City Council further designates, permits and orders the use of the fireworks described in Section 1 only on private property within the City for which the owner of the property has given prior permission for such use.
4. The City Council hereby affirms the bail schedule established by Resolution 2021-34A for violation of Section 5-16-100.
5. In accordance with Section 5-1-165 of the Municipal Code, the City Council hereby directs that one permit be issued for the sale of factory-packaged legal fireworks of the type permitted by the California State Fire Marshall for use by the general public for use where permitted by local regulation and requests the Fire Chief of the City of Hollister to issue that permit to the Anzar High School Boosters Club to allow the sale of such fireworks, between the hours of 9:00 a.m. to 10:00 p.m., in the City of San Juan Bautista at the Windmill Market, 301 The Alameda, commencing at noon on June 30, 2023 and ending at 7:00 p.m. on July 4, 2023. The Anzar High School Boosters Club is a non-profit organization and is not required to obtain a business permit for this fundraising event from which the receipts are used solely for a benevolent purpose.
6. For purposes of clarity the use of any fireworks within the City other than legal “safe and sane” fireworks contained in factory-packaged assortments of fireworks permitted by the State Fire Marshall for use by the general public by those persons and during the period and at the locations designated by this resolution may subject the user to the penalties provided by Resolution 2021-34A.
7. Rescind Resolution 2023-28 approved April 18, 2023.

PASSED AND APPROVED this 6th day of June, 2023 at a special meeting of the City Council by the following vote:

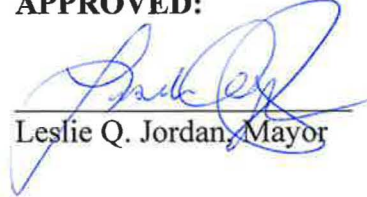
AYES: Councilmembers: Freeman, Morris-Lopez, Sabathia, and Mayor Jordan

NOES: None

ABSTAIN: None

ABSENT: Councilmember Freels

APPROVED:



Leslie Q. Jordan, Mayor

ATTEST:



Elizabeth Soto, Deputy City Clerk



P.O. Box 1420
311 Second Street
San Juan Bautista, CA 95045
(831) 623-4661
Fax: (831) 623-4093

City Council

Mayor

Leslie Q. Jordan

Mayor Pro Tem

John Freeman

Councilmember

Scott Freels

Councilmember

Jackie Morris-Lopez

Councilmember

EJ Sabathia

City Manager

Don Reynolds

City Clerk

Vacant

City Treasurer

Michelle Sabathia

Fire Chief

Bob Martin Del Campo

City of San Juan Bautista

The "City of History"

SPECIAL JULY 4TH 2023 REPORT

This was the second year working with Kysmet Security during the Fourth of July holiday. It was the third year the City has coordinated with the Fire Department and Sheriff's Office to achieve a mission to prevent fires through the suppression of the use of illegal fireworks and regulate the use of safe and sane fireworks. Any activities outside the Fourth of July mission were entered into iWorQ as required.

Preparation for the Fourth of July event once again included the acquisition of one (1) message board and two (2) existing boards displaying the message "LEGAL FIREWORKS PERMITTED ONLY ON JULY 4TH BETWEEN 6PM AND 10PM". The boards were strategically placed at all three entrances into the City and fully operational on June 30, 2023 and removed on July 5, 2023. In addition, the four (4) video trailers had a 3'X5' banner displaying the same information. Physical security for the camera trailers once again was provided by Orta Fencing. Orta Fencing was punctual and professional during the delivery, setup, and takedown.

As noted, in addition to the message boards there were four (4) camera trailers deployed throughout the city. Pacific Highway Rentals in Oakland provided the camera equipment and message board(s) last year and again this year. The camera trailers were located at State Parks, Third and Monterey at the Library, Abbe Park on Fifth Street and at the park in Copperleaf. There were two Administrative Citations issued one on June 30, 2023 and the other on July 4, 2023 the video camera was instrumental in the issuance of one of the citations. The issuance of the citations appears to have been a deterrent for others thinking about setting off illegal fireworks. The videos are still being reviewed and may lead to additional Administrative Citations being issued.

Once again, I received invaluable assistance from all the Public Works and especially staff member Paul Champion with the deployment of the message board and camera trailers and to assist with the fence enclosures. The deployment and takedown went flawlessly. The personnel associated with both the camera systems and message boards provided support services 24/7. Overall evaluation of the equipment and services provided were A+.

Kysmet Security once again stepped up and provided excellent service to include the issuance of an Administrative Citation for fireworks. Once again the quality of the Officers assigned was above average and professional. Communication was by two-way radios and cell phone communications with the Supervisor in charge of the assigned teams. The additional coverage for 6/30-7/1 was an additional two man unit, 7/2-7/3 one additional Officer and 7/4 two (2) additional two man units.

As a result of the coordinated efforts of Planning, Preparation, and Implementation there were no fires reported, two (2) Administrative Citations issued one by a Kysmet Security Officer and one by myself. Both citations were for violation of the Fireworks Code Section 5-16-100.



SAN BENITO COUNTY SHERIFF'S OFFICE

2301 Technology Pkwy, Hollister, CA 95023
Phone: 831-636-4080 Fax: 831-636-1416

ERIC TAYLOR

SHERIFF – CORONER

San Juan Bautista Fourth of July statistics and calls for service

Good evening,

I have attached the significant calls for service and statistics for the fourth of July weekend. Please take of those a look at the great work by all involved.

❖ 07/01/2023: Runaway Juvenile



- Female teenage was supposed to be picked up father at drop off site.
- Female teenager ran away with boyfriend in his car.
- Father reported her as missing.

❖ 07/04/2023: Domestic Violence



- Male and female involved in physical altercation.
- Male arrested and booked into county jail.

Firework Calls for Service: 4

Party Calls for Service: 1

Great job by code enforcement and the Kysmet security team. The presence of those two combined with the Sheriff's deputies provided much needed support and security. I have been approached in town by several residents and business owners who advised me that they were pleased with the enforcement of the fireworks.

It has been a pleasure working with the city of San Juan Bautista. In the short amount of time, we have been working together, we have been able to provide stellar service for the residents and business owners. The future looks bright for us as we continue to keep the streets of San Juan Bautista safe and secure.

If you have any further questions related to the stats or any other questions, please feel free to contact me anytime.

Sincerely,

San Juan Bautista Deputy D. Villanueva #1070

MISSION STATEMENT

TO SERVE THE PUBLIC BY ESTABLISHING A PARTNERSHIP WITH THE COMMUNITY TO PROTECT LIFE AND PROPERTY, PREVENT CRIME AND SOLVE PROBLEMS



Case Report

06/30/2023 - 07/04/2023

Main Status	Status	Case #	Case Date	Date of Compliance	Violation(s)	Parcel Address	Violation Location	Description
Group:								
	Admin Citation	23204	7/4/2023	7/4/2023	SJBMC 5-16-100 Fireworks		907 Third Street	Aerial fireworks
	Closed	23203	7/1/2023		July Activities			
	Admin Citation	23202	6/30/2023		SJBMC 5-16-100 Setting off fireworks		300A Fifth Street	
								Group Total: 0

07/04/2023	Brown, Rich	Check emails and phone messages Fireworks suppression Adjust cameras Issued Administrative Citation for fireworks violation Discovered missing/lost dog and reunited her with the owner. Contacted residents at apartments at 59 Muckelemei regarding threatening Kysmet Officers. alcohol was cause of the negative attitude and apologies were exchanged.	
	07/03/2023	Brown, Rich	Check emails and phone messages. Fireworks suppression
	07/02/2023	Brown, Rich	Check emails and phone messages Fireworks suppression
	07/01/2023	Brown, Rich	Check emails and phone messages Firework suppression



Kysmet Security Patrol inc
21 W Laurel Dr Unit 49 Salinas, California 93906
831-998-7963 - www.kysmet.net

License #
PPO 17913

Patrol Report

Property	Report Date	Start Shift	End Shift	Unit ID	Report #
San Juan Bautista	06/30/2023	1600	0000	007	21790140

PATROL ARRIVAL TIMES TO PROPERTY or ENTRY TIMES OF ACTIVITIES

- - - - -

ATTACHMENTS:

Observations / Duties Performed

Contacts

Description Of Activities

1600: Arrived on shift. Conducted a vehicle inspection. Fueled up unit 2. Started patrol of SJB city limits.

1645: checked on Valero gas station. No suspicious activity or incidents to report at the moment. Area is secure.

1653: patrolled through cemetery. No suspicious activity or incidents to report at the moment. Area is secure.

1708: patrolled through rancho Vista 3rd trailside area. No suspicious activity or incidents to report at the moment. Area is secure.

1713: checked on Valero gas station. A white toyota Tacoma was parked on the dirt under the tree of the property. Employees informed me it was another Employees vehicle and they would move. Nothing further to report.

1734: patrolled through mission garden apartments. No suspicious activity or incidents to report at the moment. Area is secure.

1736: checked on abbe park. No suspicious activity or incidents to report at the moment. Area is secure.

1742: checked on water tank. Verified gate is locked. No activity or incidents to report. Area is clear and secure.

1758: patrolled through Salinas Rd. No suspicious activity or incidents to report at the moment. Area is secure.

1703: patrolled through mission Vineyard. No suspicious activity or incidents to report at the moment. Area is secure.

1800: doubled up with officer Pacheco.

1810: patrolled through mission farm campgrounds. No suspicious or incidents to report at the

moment. Area is secure.

1816: patrolled through Copperleaf area. No suspicious activity or incidents to report at the moment. Area is secure.

1820: patrolled through Hacienda Hotel. No suspicious activity or incidents to report at the moment. Area is secure.

1825: patrolled through elementary school. Last employee is leaving campus. No other activity or incidents to report. Area is clear and secure.

1827: patrolled through windmill market parking lot. No suspicious activity or incidents to report at the moment. Area is secure.

1837: patrolled through SJB mission. Upon arrival I observed a branch hanging from one of the trees in the parking lot. Was not able to make contact with anyone at the mission. Code enforcement was notified.

1853: patrolled through windmill market parking lot. No suspicious activity or incidents to report. Area is secure.

1906: patrolled through library. No suspicious activity or incidents to report. Area is clear and secure.

1911: patrolled through mission Vista apartments. No suspicious activity or incidents to report. Area is secure.

1918: patrolled through rancho Vista 3rd trailside area. No suspicious activity or incidents to report. Area is secure.

1925: patrolled through cemetery. No activity or incidents to report. Area is secure.

1927: checked on veterans hall. Verified all gates are locked. No activity or incidents to report. Area is clear and secure.

1929: patrolled through mission garden apartments. No suspicious activity or incidents to report. Area is secure.

1936: checked on water tank. No activity or incidents to report. Area is clear and secure.

1945: patrolled through Salinas Rd. No suspicious activity or incidents to report. Area is secure.

1951: patrolled through mission Vineyard. No suspicious activity or incidents to report. Area is secure.

2003: patrolled through mission farm campgrounds. No suspicious suspicious or incidents to report. Area is secure.

2008: patrolled through Copperleaf area. No suspicious activity or incidents to report. Area is secure.

2012: patrolled through Hacienda Hotel. No suspicious activity or incidents to report. Area is secure.

2017: patrolled through elementary school. No activity or incidents to report. Area is clear and secure.

2027: patrolled through SJB mission. No suspicious activity or incidents to report. Area is secure.

2035: patrolled through rancho Vista 3rd trailside area. No suspicious activity or incidents to report. Area is secure.

2046: patrolled through cemetery. No activity or incidents to report. Area is clear and secure.

2054: patrolled through windmill parking lot. Customers are leaving store. Windmill market employees are closing. While standing by I observed an illegal firework go off in the air. I then went to check on area. While patrolling the area another illegal firework was set off. While patrolling 5th street The Fire Marshall of San Benito County waved officer Pacheco and I down at 300 A 5th st. Fire Marshall witnessed a 16 year old male setting off illegal fireworks. Deputies arrived to assist but then continued on with patrol. Citation was issued father of 16 year old without incident.

2128: continued patrol of SJB city limits.

2144: patrolled through windmill parking lot. Assisted FedEx driver with vehicle maintenance. Conducted a foot patrol. Verified all business doors were locked. No other activity or incidents to report. Area is secure.

2206: patrolled through elementary school. No suspicious activity or incidents to report. Area is clear and secure.

2213: patrolled through Salinas Rd. No suspicious activity or incidents to report. Area is secure.

2222: patrolled through mission Vineyard. No suspicious suspicious or incidents to report. Area is clear and secure.

2230: patrolled through mission farm campgrounds. No suspicious activity or incidents to report. Area is secure.

2237: patrolled through Copperleaf area. No suspicious activity or incidents to report. Area is secure.

2247: patrolled through cemetery. No activity or incidents to report. Area is clear and secure.

2249: checked on veterans hall. No activity or incidents to report. Area is clear and secure.

2300: patrolled through rancho Vista 3rd trailside area. No suspicious activity or incidents to report. Area is secure.

2305: patrolled through mission Vista apartments. No suspicious activity or incidents to report. Area is secure.

2314: patrolled through SJB mission. No activity or incidents to report. Area is clear and secure.

2320: met with 2nd shift for pass downs.

0000: end of shift.

Employee ID:	Name:	Signature:	Submitted:
007	Josh Amaya		2023-06-30 23:53

SAVE A TREE - DON'T PRINT ME!



Kysmet Security Patrol inc
21 W Laurel Dr Unit 49 Salinas, California 93906
831-998-7963 - www.kysmet.net

License #
PPO 17913

Patrol Report

Property	Report Date	Start Shift	End Shift	Unit ID	Report #
San Juan Bautista	06/30/2023	1600	0000	010	21790142

PATROL ARRIVAL TIMES TO PROPERTY or ENTRY TIMES OF ACTIVITIES

1600 - 0000 - - - - -

ATTACHMENTS:

Observations / Duties Performed

Contacts

Description Of Activities

1600HRS enroute to SJB

1900HRS Started Solo patrol

1910HRS Conducted a patrol of salinas rd . No issues or suspicious activity to report

1920HRS Conducted a patrol of 3rd st. No issues or suspicious activity to report

1934HRS Conducted a patrol of Monterey st. No issues or suspicious activity to report

1947HRS Conducted a patrol of the cemetery. No issues or suspicious activity to report

1956HRS Conducted a patrol of mukelemi st. No issues or suspicious activity to report

2008HRS Conducted a patrol of 5th st. No issues or suspicious activity to report

2013HRS Conducted a patrol of 6th st. No issues or suspicious activity to report

2023HRS Conducted a patrol of 7th st. No issues or suspicious activity to report

2038HRS conducted a patrol of Lang st. No issues or or activity to report

2047HRS conducted a patrol of the water tower. No issues or suspicious activity to report

2055HRS Conducted a patrol of Polk st. No issues or suspicious activity to report

2110 hrs conducted a patrol of the San Juan mission. No issues or suspicious activity to report

2115hrs waited for windmill market to close. No issues or suspicious activity to report

2128HRS issued citation for fireworks as requested by the Fire Marshall. Address of incident 300A 5th st. Nothing further to report

2146HRS Conducted a patrol of downtown SJB. no issues or suspicious activity to report

2156HRS Conducted a patrol of 2nd st. No issues or suspicious activity to report

2209 hrs arrived at Valero to oversee closing. No issues or suspicious activity to report

2227HRS Conducted a patrol of Mission Garden Apartments. No issues or suspicious activity to report

2232HRS Conducted a patrol of mukelemi st. No issues or suspicious activity to report

2249HRS Conducted a patrol of 7th st . No issues or suspicious activity to report

2257HRS Conducted a patrol of the water tower. No issues or suspicious activity to report

2310HRS Conducted a patrol of Washington st. No issues or suspicious activity to report

2317HRS Conducted a patrol of 4th st. No issues or suspicious activity to report

2323HRS Conducted a patrol of the alameda. No issues or suspicious activity to report

2333HRS Conducted a patrol of copperleaf ln. No issues or suspicious activity to report

0000 HRS end shift

Employee ID:	Name:	Signature:	Submitted:
010	Eduardo Valadez		2023-06-30 23:58

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Kysmet Security Patrol inc
21 W Laurel Dr Unit 49 Salinas, California 93906
831-998-7963 - www.kysmet.net

License #
PPO 17913

Patrol Report

Property	Report Date	Start Shift	End Shift	Unit ID	Report #
San Juan Bautista	06/30/2023	1800	0200	015	21790187

PATROL ARRIVAL TIMES TO PROPERTY or ENTRY TIMES OF ACTIVITIES

1846 - - - - -

ATTACHMENTS:

Observations / Duties Performed

<input checked="" type="checkbox"/> OTHER - SEE COMMENTS	<input checked="" type="checkbox"/> PATROL CHECK OF PROPERTY	<input checked="" type="checkbox"/> PATROLLED ENTIRE PARKING AREA
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Contacts

Description Of Activities

Arrived in town conducted patrol of copper leaf housing. No disturbances to report. No activity in area. All clear.

1851 conducted patrol of hotel area all parking area is clear. No disturbances. No transients on premises. All clear.

1908 conducted patrol of San Juan school. No vehicles parked on property. No one is in basketball courts site is clear.

1911HRS windmill market plaza has no disturbances no transients on premises parking area is clear.

1914 rear of mission is clear no unauthorized parking. No one in this area. Area clear.

1931 conducted patrol of mission site is clear have a few cars parked in rear no disturbances. Site is clear.

1933 casa Maria is having a event parking is almost full. No drinking going on in exterior. No disturbances. Site is clear.

1939 patrolled via serra area no double parking on properties. No disturbances in premises, no transients on site. Site is clear.

1944 conducted patrol of rancho way housing area. Site has no disturbances. Two residents were walking area. One gentlemen was taking trash out. Area is clear.

1949 mayor Jim memorial park is clear. No children on playground. Nothing further to report. All clear.

1957 conducted patrol of area. Water pipes are not leaking. No trespassers. Site is clear.

2008 conducted patrol of lang st. And lang CT. Nothing out of ordinary. Area has no disturbances to report. Area is all clear.

2024 conducted patrol of mission garden apartments. No transients. No damages to report site is clear.

2025 conducted patrol of Valero gas station no trespassers or transients on property. Business being conducted as normal. Site is clear.

2026 conducted patrol of VFW. All gates are locked . No damages to gates or locks. No transients on property. Nothing further to report. Site is clear.

2035 conducted patrol of San Juan cemetery. Spotted one vehicle at the round about at very top of premises visiting. walked back area checked for trespassers. None on site. Site is clear.

2055 started patrolling city streets. All streets are clear. Heard a firework go off by the time I found where it was Pacheco Amaya and Valadez were on scene with the fire marshal and deputy. City patrol is clear.

2148 conducted patrol of windmill market area. All businesses are closed for the night. FedEx can bring down in parking, and are trying to repair vehicle. Nothing further to report, site is clear.

2158 conducted patrol of copper leaf. Housing area is all clear. No fire works in this area. No disturbances to report. Site is clear.

2200 conducted patrol of hotel site. Nothing out of the ordinary. Parking area is all clear. No transients on property, no disturbances to report. All clear.

2215 conducted patrol of elementary school. No trespassers. No damages to property. All clear.

2222 conducted patrol of rear of mission. No activity to report. No fireworks going off. Site is clear.

2230 conducted patrol of property. No disturbances, everything is quiet. No transients on property. Site is clear.

2236 arrived to casa Maria, conducted patrol of property. People loading party equipment into their vehicles. People starting to leave premises. Site is all clear.

2244 arrived to via serra coldesack . Properties are with no disturbances. Area has no fireworks going. Site is clear.

2249 Arrived to rancho way housing area. Conducted patrol of houses. No fireworks going in this area. Site is clear.

2255 arrived at mayor Jim West memorial park. Conducted patrol of site. No one at park. Park area is clear.

2312 arrived at San Juan cemetery, conducted patrol. No trespassers on premises. Site is all clear.

2338 arrived on site, conducted patrol of VFW. All locks are still locked with no damages to report. Site is clear.

2342 Valero gas station is closed for the night no transients on site. Site is clear.

2343 arrived to mission garden apartments everything is quiet. No transients on property. No disturbances to report. Site is clear.

2348 arrived at water tower. Water tower is all clear.

2355 conducting city patrol no firework activity. City streets are calm n quiet . No damages to report. Nothing further to report.

0035 arrived at copper leaf housing area nothing out of the ordinary. No firework activity. Site is clear.

0044 arrived at hotel. Conducted patrol ran into patrol Cruz spoke to him for s few minutes site is clear nothing further to report.

0053 arrived at San Juan elementary conducted patrol. No vehicles parked on property. No transients. Site is clear.

0101 arrived at mission. Conducted patrol of site. Nothing out of the ordinary. No activity. Site is clear.

Employee ID:	Name:	Signature:	Submitted:
015	Alejandro Cecenas		2023-07-01 01:38

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License #
PPO 17913

Patrol Report

Property	Report Date	Start Shift	End Shift	Unit ID	Report #
San Juan Bautista	06/30/2023	2200	0600	014	21790221

PATROL ARRIVAL TIMES TO PROPERTY or ENTRY TIMES OF ACTIVITIES

- - - - -

ATTACHMENTS:

Observations / Duties Performed

Contacts

Description Of Activities

A.Carrillo

Patrolled all side streets 2240HRS till 0020HRzs all clesr no issues to report.

Arrives at Mission Vista apartments at 0020HRS all Clear no issues to report.

Arrived at Rancho Vista community at 0025HRS all Clear no issues to report.

Arrived at Mayor Jim West Memorial Park 0035HRS all Clear no issues to report.

Arrived at San Juan Bautista cemetery at 0040HRS all Clear no issues to report.

Arrived at VFW at 0045HRS all Clear no issues to report.

Arrived at Mission garden at 0047HRS all cle are no issues to report.

Arrived at water tower at 0053HRS all Clear no issues to report.

Arrived at Lang at 0100HRS all Clear no issues to report.

Arrived at Salinas road at 0110HRS all Clear no issues to report.

Arrive at Mission Farm campground at 0117HRS all Clear no issues to report.

Arrive at Copperleaf at 0127HRS all Clear no issues to report.

Arrive at hacienda hotel at 0131HRS all Clear no issues to report.

Arrive at San Juan Bautista school at 0135HRS all Clear no issues to report.

Arrived at Mission at 0141HRS All Clear no issues to report.

Arrived at 706 1st at 0148HRS all Clear no issues to report

Patrolled all side streets from 0154HRS till 0300HRS all Clear no issues to report.

Arrived at Salinas road at 0300HRS all Clear no issues to report.

Arrived at Mission Farm at 0305HRS all Clear no issues to report.

Arrived at Copperleaf at 0310HRS all Clear no issues to

Arrived at hacienda at 0315HRS all clear no issues to report

Arrived at San Juan Bautista school at 0320HRS all clear no issues to report.

Arrived at Mission Vista apartments at 0330HRS all clear no issues to report.

Arrived at Rancho Vista community at 0335HRS all Clear no issues to report.

Arrived at Mayor Jim West Memorial Park at 0340HRS all Clear no issues to report.

Arrived at San Juan Bautista cemetery at 0345HRS all Clear no issues to report.

Arrived at VFW at 0350HRS all Clear no issues to report.

Arrived at Mission garden at 0352HRS all Clear no issues to report.

Arrived at water tower at 0357HRS all Clear no issues to report.

Arrived at Lang St ar 0406HRS all Clear no issues to report.

Took lunch from 0410HRS till 0440HRS

Patrolled all side streets from 0440HRS till 0530HRS all Clear no issues to report.

Employee ID:	Name:	Signature:	Submitted:
014	SJB Patrol		2023-07-01 06:02

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License #
PPO 17913

Patrol Report

Property	Report Date	Start Shift	End Shift	Unit ID	Report #
San Juan Bautista	07/01/2023	1600	0000	007	21795123

PATROL ARRIVAL TIMES TO PROPERTY or ENTRY TIMES OF ACTIVITIES

- - - - -

ATTACHMENTS:

Observations / Duties Performed

Contacts

Description Of Activities

1600HRS 10-8

1632HRS Conducted a patrol of The Windmill Shopping center. No issues or suspicious activity to report.

1642HRS Conducted a patrol of San Juan School. No issues or suspicious activity to report.

1656HRS Conducted a patrol of Third street. No issues or suspicious activity to report.

1717HRS Conducted a patrol of San Juan Bautista Mission. No suspicious activity to report.

1815HRS Conducted a patrol of San Juan Bautista City Cemetery. No issues or suspicious activity to report.

1822HRS Conducted a patrol of Abby Recreational park. No issues or suspicious activity to report.

1828HRS Conducted a patrol of 800 HND block of Salinas Rd. No issues or suspicious activity to report.

1831HRS Conducted a patrol of Mission Farm Campgrounds. No issues or suspicious activity to report.

1835HRS Conducted a patrol of Cooperleaf Lane. No issues or suspicious activity to report.

1840HRS Conducted a patrol of San Juan School. There were multiple vehicles parked in the parking lot. The basketball court gate was open. No issues or suspicious activity to report.

1843HRS Conducted a patrol through Third street. Most businesses were open. No issues or suspicious activity to report.

1848HRS Conducted a patrol of Misson Vista Apartments. Patrolled both parking lots. No issues or suspicious activity to report.

1851HRS Conducted a patrol of Rancho Vista Community. No issues or suspicious activity to report.

1900HRS Conducted a patrol of Abby Recreational park. No issues or suspicious activity to report.

1906HRS Conducted a patrol of San Juan Bautista City Water tower. Gate was locked and secured. No issues or suspicious activity to report.

1915HRS Conducted of San Juan Bautista City Hall. No issues or suspicious activity to report.

1935HRS Conducted a patrol of Rancho Vista Community. No issues or suspicious activity to report.

1952HRS Arrived at city hall to have meeting with code enforcement and all patrol officers. Nothing further.

2029HRS Conducted a patrol of Mission Farm Campgrounds. No issues or suspicious activity to report.

2036HRS Conducted a patrol of Cooperleaf Lane. No issues or suspicious activity to report.

2040HRS Conducted a patrol of Hacienda Del Leal Hotel. No issues or suspicious activity to report.

2046HRS Arrived at The Windmill shopping center and wanted unit the Windmill Market closed. No issues to report. We parked next to the fire works booth as requested by Brown.

2115HRS Conducted a patrol of Third street. No issues or suspicious activity to report.

2121HRS Conducted a patrol of San Juan Bautista Mission. Both gates were open and parking lot was empty. No issues to report.

2127HRS Conducted a patrol of Misson Vista Apartments. Patrolled both parking lots. No issues or suspicious activity to report.

2139HRS Conducted a patrol of Rancho Vista Community. No issues or suspicious activity to report.

2147HRS Conducted a patrol of San Juan Bautista City Cemetery. No issues or suspicious activity to report.

2200HRS Conducted a patrol of Mission Garden apartments. No issues or suspicious activity to report.

2206HRS Conducted a patrol of Abby Recreational park. No issues or suspicious activity to report.

2218HRS Conducted a patrol of 800 HND block of Salinas Rd. No issues or suspicious activity to report.

2226HRS Conducted a patrol of Mission Farm Campgrounds. No issues or suspicious activity to report.

2234HRS Conducted a patrol of Cooperleaf Lane. No issues or suspicious activity to report.

2240HRS Conducted a patrol of Hacienda Hotel. No issues or suspicious activity to report.

2252HRS Conducted a patrol of San Juan School. Parking lot was empty. No issues or suspicious activity to report.

2300HRS Conducted a patrol of City Hall and provided new guards with new pass downs.

2320HRS Conducted a patrol of Third street. No issues or suspicious activity to report.

0000 10-10

F.Pacheco/E.Valadez

Employee ID:	Name:	Signature:	Submitted:
007	Josh Amaya		2023-07-01 23:53

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License #
PPO 17913

Patrol Report

Property	Report Date	Start Shift	End Shift	Unit ID	Report #
San Juan Bautista	07/01/2023	1800	0600	015	21795133

PATROL ARRIVAL TIMES TO PROPERTY or ENTRY TIMES OF ACTIVITIES

1936 - - - - -

ATTACHMENTS:

Observations / Duties Performed

<input checked="" type="checkbox"/> OTHER - SEE COMMENTS	<input checked="" type="checkbox"/> PATROL CHECK OF PROPERTY	<input checked="" type="checkbox"/> PATROLLED ENTIRE PARKING AREA
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Contacts

Description Of Activities

1936 Arrived at San Juan cemetery, conducted patrol no transients. No vandalism going on. Site is clear.

1949 arrived at VFW conducted patrol. All gates are secure no damages to gates or locks on gates. Nothing further to report

1951 arrived at Valero gas station no transients in property. Site is clear.

1953 arrived at mission garden apartments, conducted patrol of property. Nothing out of the ordinary. Site is clear.

2020 arrived at water tower, conducted patrol. No damages to property. Gate is secure. No trespassers. Site is clear.

2033 arrived at windmill market area. Conducted patrol of site. Businesses are with no disturbances. Site is clear.

2038 arrived to copper leaf area. Conducted patrol. Nothing out of the ordinary. Area is clear.

2043 arrived at hotel, conducted patrol. Parking area is clear. Nothing further to report.

2049 arrived at San Juan elementary, conducted patrol. No trespassers on property. No damages to report.

2053 arrived at rear of mission the lower side. Checked area, no trespassers. Site is clear.

2107 arrived at the mission. Conducted patrol no activity on premises. Site is clear.

2137 arrived at casa Maria, conducted patrol. Nothing out of ordinary event going on. Nothing further to report site is clear.

2150 arrived at via serra conducted patrol. No activity to report. Site is clear.

2157 arrived at rancho way housing area. Conducted patrol. No fireworks in area no disturbances. Area is clear.

2200 arrived at mayor Jim West memorial park. Nobody is at the park. No disturbances. Site is clear.

2210 arrived at the San Juan cemetery, conducted patrol no vehicles parked. No trespassers. Site is clear.

2217 arrived at the VFW conducted patrol of site. Area is secure and clear.

2218 conducted patrol off Valero gas station. Black Chevy sedan pumping gas. Nothing further to report.

2221 arrived at mission garden apartments. No fireworks in area no activity to report site is clear.

2226 started city streets patrol. Changed front passenger tire on patrol #1. Heard firework shortly after. Did not find anything or anyone. City is clear.

0030 conducted foot patrol of baseball park where resident claims she seen 5 young men lighting fireworks and ran through the park. Carrillo and myself conducted foot patrol of city streets in the area of the park.

Employee ID:	Name:	Signature:	Submitted:
015	Alejandro Cecenas		2023-07-02 06:07

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License #
PPO 17913

Patrol Report

Property	Report Date	Start Shift	End Shift	Unit ID	Report #
San Juan Bautista	07/01/2023	2200	0600	006	21797749

PATROL ARRIVAL TIMES TO PROPERTY or ENTRY TIMES OF ACTIVITIES

- - - - -

ATTACHMENTS:

Observations / Duties Performed

Contacts

Description Of Activities

2200 start shift

2227 in route to SJB.

2241 Patrolled Salinas rd. All clear.

2245 Patrolled mission ground. All clear.

2250 Patrolled Copperleaf. All clear, and secured.

2323 Patrolled sjb streets. No signs of unwanted activity.

2326 Patrolled Mission Vista. No activity, all clear.

2329 Patrolled Rancho Vista. All clear.

2336 Patrolled Mayor Jim West Memorial park. All clear.

2346 Patrolled San Juan Mission and resident came up to me informing me that there was a mobile home whos been parked and doesn't have a permit to park there. Will talk to mobile home owner and let them know they need a permit to park or else they have to leave.

2426 Patrolling sjb streets investigating some firework activity. All clear.

2428 Patrolled sjb cemetery. All clear.

2430 Patrolled San Juan VFW. No issues to report.

2434 Patrolled Valero gasoline. All clear.

2438 Patrolled mission gardens. No issues to report.

2447 Patrolled San Juan mission. No issues to report.

0133 Patrolled 1st st through 4th st. No issues to report.

0145 Patrolled Windmill Market. All clear.

0149 Patrolled 800 Salinas rd. No issues to report

0158 Patrolled Mission park campground. No issues to report.

0200 Patrolled Copperleaf. No issues to report.

0205 Patrolled la hacienda. No unwanted activity on site.

0215 Patrolled San Juan elementary. No issues to report.

0220 Patrolled San Juan mission. No issues to report.

0223 Patrolled mission vista. All clear.

0226 Patrolled Rancho Vista. No issues of any kind.

0232 Patrolled Mayor Jim West Memorial Park. All clear.

0234 Patrolled cemetery. All clear.

0237 Patrolled san Juan VFW. All clear.

0240 Patrolled Valero. No issues to report.

0242 Patrolled Mission Gardens. No issues to report.

0253 Patrolled 800 Salinas rd. No issues to report.

0259 Patrolled Mission Farm campground. All clear.

0305 Patrolled Copperleaf. All clear.

0310 Patrolled La Hacienda. All clear.

0322 Patrolled San Juan Elementary. All clear.

0328 Patrolled San juan Mission. All clear.

0330 Patrolled mission vista. All clear.

0419 Patrolled Mayor Jim West Memorial Park. No issues to report.

0421 Patrolled cemetery. No issues to report.

0423 Patrolled San Juan VFW, nothing to report.

0424 Patrolled Valero. Nothing to report.

0427 Patrolled Mission Gardens. No issues to report.

0440 Patrolled water mill. No issues to report.

0448 Patrolled windmill market. No issues to report.

0452 Patrolled 800 Salinas rd. All clear.

0502 Patrolled Mission Campground. All clear.

0504 Patrolled Copperleaf. No issues to report.

0507 Patrolled La hacienda. All clear.

0512 Patrolled san Juan elementary. Noticed the gate next to the basketball courts was opened. Made sure to secure. All clear.

0600 end shift

Employee ID:	Name:	Signature:	Submitted:
006	SJB Alvarado		2023-07-02 05:58

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License #
PPO 17913

Patrol Report

Property	Report Date	Start Shift	End Shift	Unit ID	Report #
San Juan Bautista	07/01/2023	2200	0600	014	21795342

PATROL ARRIVAL TIMES TO PROPERTY or ENTRY TIMES OF ACTIVITIES

- - - - -

ATTACHMENTS:

Observations / Duties Performed

Contacts

Description Of Activities

A.Carrillo

Arrived in SJB at 2240HRS

Begging of my report is on Cruz report.

Patrolling all side streets from 2330 till 0140HRS only issues we had was fireworks were being lit could not find the source of the issues walked all side streets all Clear no issues to report

Arrived Rancho Vista community 0140HRS all Clear no issues to report.

Arrived at Mayor Jim West Memorial Park at 0150HRS all Clear no issues to report.

Arrived at San Juan Bautista cemetery at 0155HRS all Clear no issues to report.

Arrived at VFW at 0200HRS all Clear no issues to report.

Arrived at Mission garden apartments at 0205HRS all Clear no issues to report.

Arrived at water tower at 0215HRS all Clear no issues to report.

Arrived at Lang Street at 0220HRS all clear no issues to report.

Arrived at Salinas road at 0226HRS all Clear no issues to report.

Arrived at Mission farms at 0233HRS all clear no issues to report.

Arrived at Copperleaf Ln at 0238HRS all Clear no issues to report.

Arrived at hacienda at 0244HRS all Clear no issues to report.

Arrived at San Juan Bautista elementary school at 0252HRS all Clear no issues to report.

Arrived at San Juan Bautista mission at 0256HRS all Clear no issues to report.

Arrived at 706 1st St at 0302HRS all Clear no issues to report.

Arrived at Mission Vista apartments at 0307HRS all Clear no issues to report.

Took lunch at 0315HRS till 0345HRS

Started patrolling all side streets from 0345HRS till 0515HRS all Clear no issues to report

Employee ID:	Name:	Signature:	Submitted:
014	SJB Patrol		2023-07-02 05:52

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License #
PPO 17913

Patrol Report

Property	Report Date	Start Shift	End Shift	Unit ID	Report #
San Juan Bautista	07/02/2023	1600	0000	008	21797755

PATROL ARRIVAL TIMES TO PROPERTY or ENTRY TIMES OF ACTIVITIES

- - - - -

ATTACHMENTS:

Observations / Duties Performed

Contacts

Description Of Activities

1600HRS start of shift. Jose Del Real and Junior Rangel partnered up.

1642HRS conducted foot patrol on 3rd street. No issues to report

1650HRS conducted foot patrol at the soccer field restrooms. No issues to report

1656HRS conducted foot patrol at the baseball field restrooms. No issues to report

1703HRS conducted foot patrol at the Verutti park restrooms. No issues to report

1711HRS conducted patrol on 800 Salinas Road. No issues to report

1715HRS Conducted patrol at the mission farms campground. No issues to report

1720HRS Conducted patrol at the copperleaf community. No issues to report

1724HRS conducted patrol at the hacienda de Leal hotel parking lot. No issues to report

1729HRS conducted patrol at the San Juan school. Parking lot is empty. No issues to report

1730HRS conducted patrol at the windmill market. No issues to report

1734HRS conducted patrol at the San Juan Bautista mission parking lot. Patrolled the back and front of the mission. No issues to report

1736HRS Conducted patrol on 706 first street for 5 minutes. No issues to report

1742HRS conducted patrol at the Carl Martin Luck memorial library. Parking lot is empty. No issues to report

1745HRS Conducted patrol at the Harvey's Lockup mini Storage. No issues to report

1747HRS conducted patrol at the mission Vista apartments parking lots. No issues to report

1751HRS conducted patrol at the Rancho Vista community. No issues to report

1756HRS Conducted patrol at the mayor Jim west memorial park. Park was empty. No issues to report

1800HRS break

1817HRS conducted patrol at the veterans hall. Gates are locked. No issues to report

1818HRS conducted patrol at the Valero gas station. No issues to report

1819HRS Conducted patrol at the mission garden apartments parking lot. No issues to report

1820HRS conducted patrol at the Neil's super market. Patrolled the back and front of the store. No issues to report

1824HRS conducted patrol at the San Juan Bautista city water tower. Gate is locked. No issues to report

1827HRS patrolling city streets

1927HRS conducted patrol on 800 Salinas Road. No issues to report

1931HRS conducted patrol at the mission farms campground. No issues to report

1937HRS conducted patrol at the copperleaf community. No issues to report

1940HRS conducted patrol at the San Juan school. Parking lot is empty. No issues to report

1949HRS conducted patrol at the windmill market. No issues to report

2000HRS lunch

2030HRS we had a meeting with rich brown the code enforcer. He said if there is people popping illegal fireworks to call him as soon as possible so he can issue the citation.

2049HRS conducted patrol at the windmill market firework station. No issues to report

2054HRS conducted patrol at the windmill market. We're waiting for the employees to leave. No issues to report

2119HRS conducted patrol at the San Juan Bautista mission parking lot. Patrolled the back and front of the mission. No issues to report

2123HRS Conducted patrol on 706 first street for 5 minutes. No issues to report

2129HRS conducted patrol at the Carl Martin Luck memorial library. Parking lot is empty. No issues to report

2131HRS Conducted patrol at the Harvey's Lockup mini Storage. No issues to report

2134HRS conducted patrol at the mission Vista apartments parking lots. No issues to report

2140HRS Conducted patrol at the Rancho Vista community. No issues to report

2141HRS we were searching for a small brown SUV 4runner with black tinted windows. They were driving around lighting up fireworks.

2317HRS conducted patrol at the San Juan Bautista city water tower. Gate is locked. No issues to report

2327HRS conducted patrol at the Valero gas station. No issues to report

0000HRS end of shift

Employee ID:	Name:	Signature:	Submitted:
008	Junior Rangel		2023-07-02 23:52

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License #
PPO 17913

Patrol Report

Property	Report Date	Start Shift	End Shift	Unit ID	Report #
San Juan Bautista	07/02/2023	1800	0200	014	21806081

PATROL ARRIVAL TIMES TO PROPERTY or ENTRY TIMES OF ACTIVITIES

- - - - -

ATTACHMENTS:

Observations / Duties Performed

Contacts

Description Of Activities

A.Carrillo

Start of shift 1800HRS

Patrolling all side streets from 1840HRS till 2030HRS

2030HRS met with Rich Brown till 2043HRS.

Arrived at Rancho Vista Community at 2046HRS all clear no issues to report.

Arrived at Mayor Jim west memorial park at 2054HRS all clear no issues to report.

Arrived at San Juan cemetery at 2059HRS all clear no issues to report.

Arrived at VFW at 2102HRS all clear no issues to report.

Arrived at Mission garden apartments at 2105HRS all clear no issues to report.

Arrived at water tower at 2110HRS all clear no issues to report.

Arrived at Lang St at 2115HRS all clear no issues to report.

Arrived at Salinas road at 2120HRS all clear no issues to report.

Arrived at Mission farm at 2126HRS all clear no issues to report.

Arrived at Copperleaf at 2135HRS all clear no issues to report.

Arrived at Hacienda at 2140HRS all clear no issues to report.

Arrived at San Juan Elementary at 2146HRS all clear no issues to report.

Patrolling all side streets from 2200 till 0000HRS. Followed suspect of people using illegal fireworks 3 guys wearing all black.

Took lunch from 0000HRS till 0030HRS

Arrived at Rancho Vista Community at 0030HRS all clear no issues to report.

Arrived at Mayor Jim west memorial park at 0043HRS all clear no issues to report.

Patrolled all side streets from 0050HRS till 0130HRS all clear no issues to report.

0200HRS End of shift .

Employee ID:	Name:	Signature:	Submitted:
014	SJB Patrol		2023-07-03 01:53

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21 W Laurel Dr Unit 49 Salinas, California 93906
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License #
PPO 17913

Patrol Report

Property	Report Date	Start Shift	End Shift	Unit ID	Report #
San Juan Bautista	07/02/2023	2200	0600	016	21806104

PATROL ARRIVAL TIMES TO PROPERTY or ENTRY TIMES OF ACTIVITIES

- - - - -

ATTACHMENTS:

Observations / Duties Performed

Contacts

Description Of Activities

2200HRS start of shift

2236HRS Conducted foot patrol on Third Street with security guard Cruz. All doors locked and secured. No issues to report.

2258HRS patrol city streets

2324HRS Checked Verutti park restrooms. All clear.

2333HRS Conducted patrol at 800 Salinas Road. No issues to report.

2338HRS patrolled Mission Farms campgrounds. No suspicious activity to report. All clear.

2342HRS Conducted patrol at Copperleaf community. No issues to report.

2346HRS Conducted patrol at the Hacienda de leal hotel parking lot. No issues to report.

2350HRS Conducted patrol at San Juan elementary school parking lot. No issues to report.

2356HRS Conducted patrol at San Juan Bautista Mission parking lots. No issues to report.

2358HRS Patrolled at 706 1st for five minutes. No suspicious activity to report.

0005HRS patrolled both Carl Martin luck Memorial library and Harvey lock up Mini Storage. No issues to report.

0009HRS patrolled Mission Vista Apartments parking lots. No issues to report.

0012HRS Conducted patrol at Rancho Vista Community. No issues to report.

0019HRS Conducted patrol at Mayor Jim West Memorial Park. No issues to report.

0024HRS patrolled San Juan Bautista Cemetery. No issues to report.

0026HRS patrolled both veterans hall and Valero gas station parking lot. No issues to report.

0028HRS Conducted patrol at Mission Gardens apartments parking lot. No issues to report.

0029HRS patrolled back of Neil's supermarket. No issues to report.

0033HRS Conducted patrol at city water tower. Gate is locked. No issues to report.

0035HRS patrol city streets.

0053HRS Checked soccer field restrooms. No issues to report.

0056HRS Checked baseball field restrooms. No issues to report.

0136HRS Conducted patrol at 800 Salinas Road. No issues to report.

0142HRS Conducted patrol at Mission Farms campgrounds. No issues to report.

0146HRS patrolled copperleaf community. No issues to report.

0150HRS Conducted patrol at the Hacienda de leal hotel parking lot. No issues to report.

0155HRS Conducted patrol at San Juan Bautista Mission parking lots. No issues to report.

0158HRS patrolled 706 1st. No issues to report.

0205HRS Conducted patrol at Carl Martin luck Memorial library. No issues to report.

0207HRS patrolled Harvey lock up Mini Storage. No issues to report.

0209HRS Conducted patrol of Mission Vista Apartments parking lots. No issues to report.

0212HRS patrolled Rancho Vista Community. No issues to report.

0217HRS Conducted patrol at Mayor Jim West Memorial Park. No suspicious activity to report.

0222HRS patrolled San Juan Bautista Cemetery. All clear. No issues to report.

0224HRS Conducted patrol at veterans hall parking lot and Valero gas station. No issues to report.

0226HRS Conducted patrol at Mission Gardens apartments parking lot. No issues to report.

0231HRS Conducted patrol at city water tower. No issues to report.

0235HRS Conducted patrol at Windmill Market Shopping center parking lot. No issues to report.

0240HRS lunch break

0335HRS Conducted patrol at 800 Salinas Road. No suspicious activity to report.

0341HRS Conducted patrol at Mission Farms campgrounds. No issues to report.

0345HRS Conducted patrol at Copperleaf community. All clear. No issues to report.

0349HRS patrolled la Hacienda de Leal hotel parking lot. No issues to report.

0351HRS patrolled San Juan Elementary school parking lots. No issues to report.

0353HRS Conducted patrol of the Windmill Market Shopping center parking lot. No issues to report.

0358HRS Conducted patrol at the San Juan Bautista Mission parking lots. No issues to report.

0400HRS Conducted patrol at 706 1st. Waited for five minutes. No issues to report.

0407HRS Conducted patrol at Mission Vista Apartments parking lots. No issues to report.

0410HRS Conducted patrol at Rancho Vista Community. No issues to report.

0415HRS Conducted patrol at Mayor Jim West Memorial Park. No issues to report.

0422HRS Conducted patrol of San Juan Bautista Cemetery. No suspicious activities to report.

0425HRS Conducted patrol of the veterans hall and Valero gas station. No issues to report.

0427HRS Conducted patrol at Mission Gardens apartments parking lot. No issues to report.

0432HRS Conducted patrol of city water tower. No issues to report.

0438HRS Conducted foot patrol of Third Street with officer Cruz.

0450HRS patrol city streets

0520HRS patrolled at the Valero gas station.

0600HRS end of shift

Employee ID:	Name:	Signature:	Submitted:
016	SJB Patrol		2023-07-03 05:56

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831-998-7963 - www.kysmet.net

License #
PPO 17913

Patrol Report

Property	Report Date	Start Shift	End Shift	Unit ID	Report #
San Juan Bautista	07/03/2023	1600	0000	007	21807443

PATROL ARRIVAL TIMES TO PROPERTY or ENTRY TIMES OF ACTIVITIES

- - - - -

ATTACHMENTS:

Observations / Duties Performed

Contacts

Description Of Activities

Amaya, Hermida, unit 12

1600: Arrived on shift. Conducted a vehicle inspection. Started patrol of SJB city limits.

1637: checked on Valero gas station. No suspicious activity or incidents to report at the moment. Area is secure.

1647: patrolled through Salinas Rd. No suspicious activity or incidents to report at the moment. Area is secure.

1656: patrolled through mission Vineyard. No suspicious activity or incidents to report at the moment. Area is secure.

1704: patrolled through mission farm campgrounds. No suspicious activity or incidents to report at the moment. Area is secure.

1709: patrolled through Copperleaf area. No suspicious activity or incidents to report at the moment. Area is secure.

1713: patrolled through Hacienda Hotel. No suspicious activity or incidents to report at the moment. Area is secure.

1720: patrolled through elementary school. Students, parents, and staff are still on campus. No suspicious activity or incidents to report at the moment. Area is secure.

1731: patrolled through SJB mission. No activity or incidents to report at the moment. Area is secure.

1736: patrolled through library. No suspicious activity or incidents to report at the moment. Area is secure.

1755: patrolled through mission Vista apartments. No suspicious activity or incidents to report at the moment. Area is secure.

1808: patrolled through rancho Vista 3rd trailside area. No suspicious activity or incidents to report at

the moment. Area is secure.

1818: patrolled through cemetery. No activity or incidents to report at the moment. Area is secure.

1824: checked on veterans hall. Verified all gates are locked. No activity or incidents to report. Area is clear and secure.

1829: patrolled through mission garden apartments. No suspicious activity or incidents to report at the moment. Area is secure.

1838: checked on water tank. No activity or incidents to report. Area is clear and secure.

1857: patrolled through Salinas Rd. No suspicious activity or incidents to report. Area is secure.

1906: patrolled through mission Vineyard. No suspicious activity or incidents to report. Area is secure.

1910: patrolled through mission farm campgrounds. No suspicious activity or incidents to report. Area is secure.

1915: patrolled through Copperleaf area. No suspicious activity or incidents to report. Area is secure.

1922: patrolled through Hacienda Hotel. No suspicious activity or incidents to report. Area is secure.

1927: patrolled through elementary school. No activity or incidents to report. Area is clear and secure.

1935: patrolled through windmill parking lot. No suspicious activity or incidents to report. Area is secure.

1944: patrolled through SJB mission. No suspicious activity or incidents to report. Area is secure.

1950: checked on library. No suspicious activity or incidents to report. Area is clear and secure.

1955: patrolled through mission Vista apartments. No suspicious activity or incidents to report. Area is secure.

2004: patrolled through rancho Vista 3rd trailside area. No suspicious activity or incidents to report. Area is secure.

2012: patrolled through cemetery. No activity or incidents to report. Area is clear and secure.

2020: patrolled through SJB mission. No suspicious activity or incidents to report. Area is secure.

2026: met with code enforcement. Discussed preparations for the 4th of July.

2046: continued patrol of SJB city limits.

2054: patrolled through elementary school. Verified all gates are locked. No activity or incidents to report. Area is clear and secure.

2100: patrolled through windmill parking lot. Customers are leaving store. Windmill market employees are closing. Pizza factory employees are closing. Stood by until employees locked and secured front doors. Conducted a foot patrol. Verified all business doors are locked. No activity or incidents to report. Area is clear and secure.

2127: patrolled through mission farm campgrounds. No suspicious activity or incidents to report. Area is secure.

2132: patrolled through Copperleaf area. No suspicious activity or incidents to report. Area is secure.

2137: patrolled through Salinas Rd. No suspicious activity or incidents to report. Area is secure.

2141: patrolled through Hacienda Hotel. No suspicious activity or incidents to report. Area is secure.

2148: patrolled through mission Vista apartments. No suspicious activity or incidents to report. Area is secure.

2157: patrolled through rancho Vista 3rd trailside area. No suspicious activity or incidents to report. Area is secure.

2205: patrolled through cemetery. No activity or incidents to report. Area is clear and secure.

2207: checked on Valero gas station. Employees locked and secured front door. Customers fueling up vehicles. No other activity or incidents to report. Area is secure.

2209: patrolled through mission garden apartments. No suspicious activity or incidents to report. Area is secure.

2215: checked on water tank. No activity or incidents to report. Area is clear and secure.

2245: patrolled through streets 1-7. No suspicious activity or incidents to report at the moment.

2254: met with 2nd shift for pass downs. Fueled up unit 1,9, and 12. Valero gas station is clear and secure.

2307: patrolled through mission garden apartments. No suspicious activity or incidents to report. Area is secure.

2310: checked on abbe park. 1 male sitting at the bus stop(no busses running) stood by until male left the area at 2214hrs. Area is now clear and secure.

2319: patrolled through windmill parking lot. Vehicles are parked in parking lot. No suspicious activity or incidents to report. Area is secure.

0000: end of shift.

Employee ID:	Name:	Signature:	Submitted:
007	Josh Amaya		2023-07-03 23:50

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21 W Laurel Dr Unit 49 Salinas, California 93906
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License #
PPO 17913

Patrol Report

Property	Report Date	Start Shift	End Shift	Unit ID	Report #
San Juan Bautista	07/03/2023	1800	0200	014	21812188

PATROL ARRIVAL TIMES TO PROPERTY or ENTRY TIMES OF ACTIVITIES

- - - - -

ATTACHMENTS:

Observations / Duties Performed

Contacts

Description Of Activities

A.Carrillo , Cruz

Patrolling all side street from 1800HRS till 0200HRS all clear no issues to report. No fireworks went off tonight.

Arrives at Mission Vista apartments at 1840HRS all Clear no issues to report.

Arrived at Rancho Vista community at 1900HRS all Clear no issues to report.

Arrived at Mayor Jim West Memorial Park 1920HRS all Clear no issues to report.

Arrived at San Juan Bautista cemetery at 1940HRS all Clear no issues to report.

Arrived at VFW at 1945HRS all Clear no issues to report.

Arrived at Mission garden at 1947HRS all clear are no issues to report.

Arrived at water tower at 1953HRS all Clear no issues to report.

Arrived at Lang at 2000HRS all Clear no issues to report.

Arrived at Salinas road at 2110HRS all Clear no issues to report.

Arrive at Mission Farm campground at 2117HRS all Clear no issues to report.

Arrive at Copperleaf at 2127HRS all Clear no issues to report.

Arrive at hacienda hotel at 2131HRS all Clear no issues to report.

Arrive at San Juan Bautista school at 2135HRS all Clear no issues to report.

Arrived at Mission at 2141HRS All Clear no issues to report.

Arrived at 706 1st at 2148HRS all Clear no issues to report

Patrolled all side streets from 2154HRS till 2200HRS all Clear no issues to report.

Arrived at Salinas road at 2200HRS all Clear no issues to report.

Arrived at Mission Farm at 2205HRS all Clear no issues to report.

Arrived at Copperleaf at 2210HRS all Clear no issues to

Arrived at hacienda at 2215HRS all clear no issues to report

Arrived at San Juan Bautista school at 2220HRS all clear no issues to report.

Arrived at Mission Vista apartments at 2230HRS all clear no issues to report.

Arrived at Rancho Vista community at 2235HRS all Clear no issues to report.

Arrived at Mayor Jim West Memorial Park at 2240HRS all Clear no issues to report.

Arrived at San Juan Bautista cemetery at 2245HRS all Clear no issues to report.

Arrived at VFW at 2250HRS all Clear no issues to report.

Arrived at Mission garden at 2252HRS all Clear no issues to report.

Arrived at water tower at 2257HRS all Clear no issues to report.

Arrived at Lang St at 2306HRS all Clear no issues to report.

Patrolled all side streets from 2300 HRS till 0200HRS all Clear no issues to report.

0200HRS end of shift.

Employee ID:	Name:	Signature:	Submitted:
014	SJB Patrol		2023-07-04 01:53

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License #
PPO 17913

Patrol Report

Property	Report Date	Start Shift	End Shift	Unit ID	Report #
San Juan Bautista	07/03/2023	2200	0600	008	21812042

PATROL ARRIVAL TIMES TO PROPERTY or ENTRY TIMES OF ACTIVITIES

- - - - -

ATTACHMENTS:

Observations / Duties Performed

Contacts

Description Of Activities

2200HRS start of shift. Jose Hernandez and Junior Rangel partnered up.

2306HRS conducted foot patrol on 3rd street. The Santana gallery door was open. Code enforcement and store owners were notified. All other business doors were locked.

2316HRS conducted foot patrol at the soccer field restrooms. No issues to report.

2344HRS checked on Verutti park restrooms. No issues to report.

2348HRS checked the baseball field restrooms. No issues to report.

2352HRS conducted foot patrol on windmill market shopping center. All stores doors are locked. No issues to report

0003HRS conducted patrol at 800 Salinas Road. No issues to report.

0009HRS conducted patrol at mission farms campgrounds. No issues to report.

0014HRS conducted patrol at cooperleaf community. No issues to report.

0018HRS conducted patrol at the hacienda de leal hotel parking lot. No issues to report.

0020HRS conducted patrol at San Juan elementary school. No issues to report.

0022HRS conducted patrol at the windmill market parking lot. No issues to report.

0026HRS conducted patrol at the San Juan Bautista mission parking lot. No issues to report.

0028HRS conducted patrol at 706 1st. No issues to report.

0034HRS conducted patrol at Carl Martin Luck memorial library and Harvey's Lockup mini Storage. All Clear no issues to report.

0100HRS conducted patrol at mission Vista apartments parking lots. No issues to report.

0103HRS conducted patrol at Rancho Vista community. No issues to report.

0108HRS conducted patrol at mayor Jim west memorial park. No issues to report.

0125HRS conducted patrol at Neil's super market. No issues to report.

0129HRS conducted patrol at the city water tower. No issues to report.

0150HRS lunch

0222HRS conducted patrol at the windmill market. No issues to report

0224HRS conducted patrol on 800 Salinas Road. No issues to report

0229HRS conducted patrol at the mission farms campground. No issues to report

0233HRS conducted patrol at the copperleaf community. No issues to report

0234HRS conducted patrol at the hacienda de leal hotel parking lot. No issues to report

0236HRS conducted patrol at the San Juan school. Parking lot is empty. No issues to report

0239HRS conducted patrol at the San Juan Bautista mission parking lot. No issues to report.

0245HRS conducted patrol on 706 first street for 5 minutes. No issues to report

0251HRS conducted patrol at the Carl Martin Luck memorial library. Parking lot is empty. No issues to report

0252HRS conducted patrol at the Harvey's Lockup mini Storage. No issues to report

0253HRS conducted patrol at the mission Vista apartments parking lots. No issues to report

0255HRS conducted patrol at the Rancho Vista community. No issues to report

0259HRS conducted patrol at the mayor Jim west memorial park. Park was empty. No issues to report

0302HRS conducted patrol at the San Juan Bautista cemetery. No issues to report

0303HRS conducted patrol at the veterans hall. Gates are locked. No issues to report

0304HRS conducted patrol at the Valero gas station. No issues to report

0305HRS conducted patrol at the mission garden apartments parking lot. No issues to report

0306HRS conducted patrol at the Neil's super market. Patrolled the back and front of the store. No issues to report

0312HRS conducted patrol at the San Juan Bautista city water tower. Gate is locked. No issues to report

0313HRS patrolling city streets

0355HRS conducted patrol at 800 Salinas Road. No issues to report

0358HRS conducted patrol at the mission farms campground. No issues to report

0403HRS conducted patrol at the copperleaf community. No issues to report

0406HRS conducted patrol at the hacienda de leal hotel parking lot. No issues to report

0407HRS conducted patrol at the San Juan school. Parking lot is empty. No issues to report

0413HRS conducted patrol at the San Juan Bautista mission parking lot. No issues to report.

0414HRS conducted patrol on 706 first street for 5 minutes. No issues to report

0419HRS conducted patrol at the Carl Martin Luck memorial library. Parking lot is empty. No issues to report

0420HRS conducted patrol at the Harvey's Lockup mini Storage. No issues to report

0422HRS conducted patrol at the mission Vista apartments parking lots. No issues to report

0424HRS conducted patrol at the Rancho Vista community. No issues to report

0429HRS conducted patrol at the mayor Jim west memorial park. Park was empty. No issues to report

0434HRS conducted patrol at the San Juan Bautista cemetery. No issues to report

0435HRS conducted patrol at the veterans hall. Gates are locked. No issues to report

0436HRS conducted patrol at the Valero gas station. No issues to report

0437HRS conducted patrol at the mission garden apartments parking lot. No issues to report

0438HRS conducted patrol at the Neil's super market. Patrolled the back and front of the store. No issues to report

0440HRS conducted patrol at the San Juan Bautista city water tower. Gate is locked. No issues to report

0441HRS patrolling city streets

0520HRS conducted patrol at the Valero gas station. No issues to report

0600HRS end of shift

Employee ID:	Name:	Signature:	Submitted:
008	Junior Rangel		2023-07-04 05:49

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License #
PPO 17913

Patrol Report

Property	Report Date	Start Shift	End Shift	Unit ID	Report #
San Juan Bautista	07/04/2023	1600	0000	007	21815055

PATROL ARRIVAL TIMES TO PROPERTY or ENTRY TIMES OF ACTIVITIES

- - - - -

ATTACHMENTS:

Observations / Duties Performed

Contacts

Description Of Activities

1600: Arrived on shift. Conducted a vehicle inspection. Started patrol of SJB city limits.

1638: checked on Valero gas station. No suspicious activity or incidents to report at the moment. Area is secure.

1640: checked on veterans hall. No activity or incidents to report at the moment. Area is clear and secure.

1645: patrolled through mission Vista apartments. No suspicious suspicious or incidents to report at the moment. Area is secure.

1654: patrolled through rancho Vista 3rd trailside area. No suspicious activity or incidents to report at the moment. Area is secure.

1700: patrolled through cemetery. Visitors are on property. No suspicious activity or incidents to report. Area is secure.

1710: patrolled through Salinas Rd. No suspicious activity or incidents to report at the moment. Area is secure.

1721: patrolled through mission farm campgrounds. No suspicious activity or incidents to report at the moment. Area is secure.

1727: met with code enforcement at city hall. Discussed preparations for residents that set off illegal fireworks.

1743: patrolled through mission Vista apartments. No suspicious activity or incidents to report. Area is secure.

1753: patrolled through rancho Vista 3rd trailside area. No suspicious activity or incidents to report. Area is secure.

1800: patrolled through cemetery. No activity or incidents to report. Area is clear and secure.

1805: patrolled through mission garden apartments. No suspicious activity or incidents to report at the moment. Area is secure.

1813: checked on water tank. Verified gate is locked. No activity or incidents to report. Area is clear and secure.

1822: patrolled through windmill parking lot. No suspicious activity or incidents to report at the moment. Area is secure.

1828: patrolled through Hacienda Hotel. No suspicious activity or incidents to report. Area is secure.

1835: patrolled through mission Vineyard. No suspicious activity or incidents to report. Area is secure.

1842: patrolled through mission farm campgrounds. No suspicious activity or incidents to report. Area is secure.

1925: patrolled through SJB inner city streets. Focusing on residents setting off illegal fireworks. Nothing to report at the moment.

1928: patrolled through SJB mission. No activity or incidents to report. Area is clear and secure.

1938: patrolled through mission Vista apartments. No suspicious activity or incidents to report. Area is secure.

1948: patrolled through cemetery. No suspicious activity or incidents to report. Area is secure.

2000: officer valadez informed me a resident had made contact with him and informed him that 2 bicycles were stolen from his residents on cedar. Resident gave a description of the bicycles and two male suspects(male in red hooded sweater, male in Grey hooded sweater). I then patrolled the area of mission Vineyard, mission farm campgrounds, and Copperleaf area but did not get visual of anyone matching the description of the suspects. Will continue to monitor.

2040: patrolled through rancho Vista 3rd trailside area. Residents are setting off safe legal fireworks. No other activity or incidents to report at the moment. Will continue to monitor.

2100: resident informed me that people were setting off fireworks in the field behind the SJB mission. Notified code enforcement. Was not able to make contact.

2234: conducted foot patrol around 5th, 6th, and 7th Streets and abbe park. Heavy illegal firework activity. Was not able to make contact due to multiple illegal fireworks going off.

2255: met with code enforcement.

2315: continued patrol of SJB city limits.

2325: patrolled through SJB inner city streets. Focusing on residents setting off illegal fireworks and show security presence. Illegal fireworks were set off but I was unable to locate individuals setting them off.

0000: end of shift.

Employee ID:	Name:	Signature:	Submitted:
007	Josh Amaya		2023-07-04 23:50



Kysmet Security Patrol inc
21 W Laurel Dr Unit 49 Salinas, California 93906
831-998-7963 - www.kysmet.net

License #
PPO 17913

Patrol Report

Property	Report Date	Start Shift	End Shift	Unit ID	Report #
San Juan Bautista	07/04/2023	1600	0000	010	21815111

PATROL ARRIVAL TIMES TO PROPERTY or ENTRY TIMES OF ACTIVITIES

1600 - 0000 - - - - -

ATTACHMENTS:

Observations / Duties Performed

Contacts

Description Of Activities

1600HRS in route to SJB

1742HRS began solo patrol

1742HRS- 2135HRS Patrolled hot zones trying to spot fireworks. Mainly focused on 4th,5th,6th,7th and the rancho vista community. While patrolling the copperleaf area at 2005HRS was flagged down about some bike that were stolen from someone's house. Informed them to notify the sheriffs office and informed all other guards of the description for the males involved and a description of the bikes. Nothing further to report

2140HRS-2215HRS began foot patrol of 4th ,5th , 6th, and 7th st as instructed by Rich brown. Walked all streets and watched for illegal fireworks.

2215HRS began driving around letting people know that no fireworks were allowed anymore. Notified 5 residents throughout muckelemini ST. Nothing further to report.

2300HRS met with rich brown to debrief. Nothing further to report.

0000Hrs End of shift

Employee ID:	Name:	Signature:	Submitted:
010	Eduardo Valadez		2023-07-04 23:50

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License #
PPO 17913

Patrol Report

Property	Report Date	Start Shift	End Shift	Unit ID	Report #
San Juan Bautista	07/04/2023	1800	0200	015	1688520440-616387901

PATROL ARRIVAL TIMES TO PROPERTY or ENTRY TIMES OF ACTIVITIES

- - - - -

ATTACHMENTS:

Observations / Duties Performed

☒ OTHER - SEE COMMENTS

☒ PATROL CHECK OF PROPERTY

☒ PATROLLED ENTIRE PARKING AREA

Contacts

Description Of Activities

1800- Start of shift

1843- arrived at water tower, conducted patrol no damages to report gate is undisturbed. No trespassers. Site is clear, Nothing further to report

1852- arrived at mission garden apartments. Conducted patrol of premises. No fireworks going on. Site is clear, nothing further.

1853- arrived at Valero gas station, conducted patrol. No disturbances to report. Site is clear, nothing further to report.

1854- arrived at VFW, conducted patrol of property . Gates are all locked no damages to report. Site is clear nothing further to report.

1858- arrived at San Juan Bautista cemetery, conducted patrol. White Jaguar sedan parked at roundabout at the top of the hill. No damages to report. Site is clear nothing further to report.

1914- arrived at Mayor Jim park, kids playing in roundabout. No fireworks in area site is clear. Nothing further to report.

1920- arrived at rancho way area, conducted patrol of area. No fireworks going on. Few residents playing basketball on the street. Area is clear. Nothing further to report.

1925- arrived at via serra area, conducted patrol. Area has no fireworks going on. Site is clear, nothing further to report.

1934- arrived at mission, conducted patrol of mission area and dirt parking area. No disturbances in premises. Site is clear, nothing further to report.

1937- arrived at rear of mission, conducted patrol of area. No activity going on. Site is clear, nothing further to report.

1953- arrived at windmill market shopping area. Conducted patrol of area. No disturbances to report. Site is clear. Nothing further to report.

2002- arrived at San Juan elementary. Conducted patrol of area no trespassers on basketball courts or in school property. Site is clear. Nothing further to report.

2026- arrived at copper leaf housing area. Considered patrol. Legal fireworks at the park. Area is clear. Nothing further to report.

2048- arrived at water tower area, parked on side of dirt road to keep a look out for fire works. On stand by for enforcement to take over watch.

2111- arrived at baseball park, on standby to get visual of illegal fire works.

2215- responded to yells at Muckelemei where code enforcement confronted a intoxicated male resident about getting verbally aggressive towards one of the guards on site. After Rich from code enforcement made contact with individual, he started yelling. Body cam was turned on. Situation was deescalated. All clear.

2233- arrived at San Juan cemetery conducted patrol. Site is clear no trespassers on premises. Nothing further to report.

2235- arrived at VFW conducted patrol. Gates area locked no damages to report no trespassers. Site is clear, nothing further to report.

2337- arrived to Valero gas station, conducted patrol of business. No transients at dumpster area. Site is clear. Nothing further to report.

2348- arrived at water tower, nothing out of the ordinary. Overflow is shut off. Site all clear. Nothing further to report

2415- arrived at windmill market. Conducted patrol all businesses are closed for the night. No trespassers. Site is clear, nothing further to report

2419- arrived at San Juan elementary. Conducted patrol. No trespassers. No damages to report. Site is clear nothing further to report.

2425- arrived at hacienda hotel, conducted patrol of parking area. There was a female in a white Lexus. Nothing out of the ordinary. Site is clear. Nothing further to report.

2429- arrived at copper leaf housing area, conducted patrol. Area is clear. A resident asked if we wanted an alcoholic beverage, I kindly declined the offer. Proceeded with patrol nothing further to report.

2451- arrived at mission garden apartments conducted patrol of area. Apartment complex is clear. No activity going on. Nothing further to report.

2452- arrived at Valero station, conducted patrol nothing out of ordinary. Site is clear. Nothing further to report.

2455- arrived at the VFW, conducted patrol checked gates and locks. Both are secure. Site clear nothing further to report.

0019- arrived at cemetery. Conducted patrol. Started on standby to see if any firework activity was going on. All clear nothing further to report.

0024- arrived at mayor Jim West memorial park. No one at park nothing out of ordinary. Site is clear nothing further to report.

0028- arrived at rancho housing area, conducted patrol no residents outside no disturbances to report. Site is clear nothing further to report.

0035- arrived at via serra housing conducted patrol of area. No residents outside no activity to report. Site is clear. Nothing further to report.

0041- arrived at mission, conducted patrol of area. Nothing to report. site is clear.

0044- arrived to the rear of mission, conducted patrol. No activity going on. No disturbances. Site is clear nothing further to report.

0045-0200- conducted city patrol. City streets are quiet. Meet up with patrol to hand over keys. No activity to report. City is clear nothing further to report.

Employee ID:	Name:	Signature:	Submitted:
015	Alejandro Cecenas		2023-07-05 01:50

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License #
PPO 17913

Patrol Report

Property	Report Date	Start Shift	End Shift	Unit ID	Report #
San Juan Bautista	07/04/2023	1800	0200	016	1688519969-711314145

PATROL ARRIVAL TIMES TO PROPERTY or ENTRY TIMES OF ACTIVITIES

- - - - -

ATTACHMENTS:

Observations / Duties Performed

Contacts

Description Of Activities

C Alvarado & J Del Real

1800 Start of shift

1821 Unit 8 fueled up.

1854 Valero Gas station patrolled

1903 the Community of Rancho Vista was patrolled not a lot of activity

1914 Patrolled Third st

2010 patrolling the streets of San Juan Bautista

2030 watching for illegal fireworks and patrolling 3rd and 2nd street everything normal

2050 patrolling Rancho Vista area some activity

2130 patrolling and watching From the Water Tower little activity

2207 patrolling 3 and 6 and the cemetery all normal

2209 By orders of code enforcement we were told to notify residents that they would like all firework activity to be stopped by 10pm. As we were walking towards residents who were still outside they started screaming at me, they said they didn't need us in the city and got too close to me. I called over the radio that I would like backup, my first language is spanish and I feel more comfortable speaking it over the radio. The man started screaming that "this is America and speak English". The man was too intoxicated. I did not want to make the situation worse. Rich and Cecenas showed up to back us up. Eventually they got calm and we left the area (Muckelemei)

2246 patrolling Zones 3 and 2 and Monterey Street

2330 patrolling the streets of San Juan Bautista

2412 patrolling the Rancho Vista Community area and the library

2446 patrolling the streets of Monterrey and 3 and 6 without incident

0108 patrolling the streets the windmill market area nothing to report

0115 patrolling Rancho Vista Community all normal

0200 End of shift. No other issues to report.

Employee ID:	Name:	Signature:	Submitted:
016	SJB Patrol		2023-07-05 01:56

SAVE A TREE - DON'T PRINT ME!



Kysmet Security Patrol inc
21 W Laurel Dr Unit 49 Salinas, California 93906
831-998-7963 - www.kysmet.net

License #
PPO 17913

Patrol Report

Property	Report Date	Start Shift	End Shift	Unit ID	Report #
San Juan Bautista	07/04/2023	2200	0600	008	1688533122-1089400043

PATROL ARRIVAL TIMES TO PROPERTY or ENTRY TIMES OF ACTIVITIES

- - - - -

ATTACHMENTS:

Observations / Duties Performed

Contacts

Description Of Activities

2200HRS start of shift. Jose Hernandez and Junior Rangel partnered up.

2229HRS conducted patrol on 800 Salinas Road. No issues to report

2232HRS conducted patrol at the mission farms campground. No issues to report

2236HRS conducted patrol at the copperleaf community. Used fireworks were left on the middle of the road. We had to turn one off because it was on fire.

2240HRS conducted patrol at the hacienda de leal hotel parking lot. No issues to report

2242HRS conducted patrol at the San Juan school. Parking lot is empty. No issues to report

2249HRS conducted patrol at the San Juan Bautista mission parking lot. Patrolled the back and front of the mission. No issues to report

2251HRS conducted patrol at the Carl Martin Luck memorial library. Parking lot is empty. No issues to report

2317HRS conducted foot patrol on 3rd street. All business doors were locked. No issues to report

2334HRS conducted foot patrol at the Verutti park restrooms. No issues to report

2341HRS conducted patrol on 706 first street for 5 minutes. No issues to report

2348HRS conducted patrol at the mission Vista apartments parking lots. No issues to report

2349HRS conducted patrol at the Rancho Vista community. No issues to report

2353HRS Conducted patrol at the mayor Jim west memorial park. Park was empty. No issues to report

2356HRS conducted patrol at the San Juan Bautista cemetery. No issues to report

0000HRS break

0018HRS conducted patrol at the veterans hall. Gates are locked. No issues to report

0019HRS conducted patrol at the Valero gas station. No issues to report

0020HRS conducted patrol at the mission garden apartments parking lot. No issues to report

0021HRS conducted patrol at the Neil's super market. Patrolled the back and front of the store. No issues to report

0025HRS conducted patrol at the San Juan Bautista city water tower. Gate is locked. No issues to report

0026HRS patrolling city streets

0127HRS conducted patrol on 800 Salinas Road. No issues to report

0131HRS conducted patrol at the mission farms campground. No issues to report

0134HRS conducted patrol at the copperleaf community. No issues to report

0138HRS conducted patrol at the hacienda de leal hotel parking lot. No issues to report

0141HRS conducted patrol at the San Juan school. Parking lot is empty. No issues to report

0144HRS conducted patrol at the San Juan Bautista mission parking lot. Patrolled the back and front of the mission. No issues to report

0146HRS conducted patrol on 706 first street for 5 minutes. No issues to report

0152HRS conducted patrol at the Carl Martin Luck memorial library. Parking lot is empty. No issues to report

0154HRS conducted patrol at the Harvey's Lockup mini Storage. No issues to report

0206HRS lunch break

0241HRS conducted patrol at mission Vista apartments parking lots. No issues to report.

0245HRS conducted patrol at Rancho Vista community. No issues to report.

0250HRS conducted patrol at mayor Jim west memorial park. No issues to report.

0254HRS conducted patrol at the San Juan Bautista cemetery. No issues to report.

0256HRS conducted patrol at both veterans hall and Valero gas station. No issues to report.

0257HRS conducted patrol at mission garden apartments parking lot. No issues to report..

0258HRS conducted patrol at Neil's super market. No issues to report.

0302HRS conducted patrol at the city water tower. Nothing to report.

0304HRS patrolling city streets.

0402HRS conducted patrol at 800 Salinas Road. No issues to report.

0407HRS conducted patrol at mission farms campgrounds. No issues to report.

0414HRS conducted patrol at cooperleaf community. No issues to report.

0417HRS conducted patrol at the hacienda de leal hotel parking lot. No issues to report.

0421HRS conducted patrol at the San Juan elementary school. No issues to report.

0422HRS patrolled the windmill market parking lot. No issues to report.

0425HRS conducted patrol at the San Juan Bautista mission parking lot. No issues to report.

0427HRS conducted patrol at 706 1st. Waited for five minutes. No issues to report.

0433HRS conducted patrol at Carl Martin Luck memorial library and Harvey's Lockup mini Storage. No issues to report.

0435HRS conducted patrol at mission Vista apartments parking lots. No issues to report.

0438HRS conducted patrol at Rancho Vista community. No issues to report.

0442HRS conducted patrol at mayor Jim west memorial park. No issues to report.

0446HRS conducted patrol at the San Juan Bautista cemetery. No issues to report.

0448HRS conducted patrol at the veterans hall parking lot. No issues to report.

0449HRS conducted patrol at mission garden apartments parking lot. No issues to report.

0451HRS conducted patrol at Neil's super market. No issues to report.

0455HRS conducted patrol at the city water tower. No issues to report.

0456HRS patrol city streets

0520HRS Patrolled at Valero gas station.

0600HRS end of shift.

Employee ID:	Name:	Signature:	Submitted:
008	Junior Rangel		2023-07-05 05:51

SAVE A TREE - DON'T PRINT ME!

AFFIDAVIT OF POSTING

I, Elizabeth Soto, Do Now Declare, Under the Penalties of Perjury That I Am the Deputy City Clerk / Administrative Services Manager in the City of San Juan Bautista and That I Posted Three (3) True Copies of the attached City Council Agenda. I Further Declare That I Posted Said Agenda on the 31st day of July 2023, and in the Following Locations in said City of San Juan Bautista, County of San Benito, California.

1. On The Bulletin Board at City Hall, 311 Second Street.
2. On The Bulletin Board at The City Library, 801 Second Street.
3. On The Bulletin Board at The Entrance to The United States Post Office, 301 The Alameda

Signed at San Juan Bautista, County of San Benito, California, on the 31st day of July 2023.



Elizabeth Soto
Deputy City Clerk / Administrative Services Manager

WAIVER OF READING OF ORDINANCES

State law requires that an ordinance be read in its entirety prior to adoption unless the City Council waives reading beyond the title. Reading an entire ordinance at the meeting is extremely time-consuming; reading of the title alone usually gives the audience sufficient understanding of what the Council is considering.

To ensure that this waiver is consistently approved by the Council, Council should make the waiver at each meeting, thus, you should do it at this point on the Consent Agenda. The Council then does not have to worry about making this motion when each ordinance comes up on the agenda.

GC § 36934



CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT

DATE: AUGUST 3, 2023

DEPARTMENT: ENGINEER / CITY MANAGER

FROM: DON REYNOLDS, CITY MANAGER

BY: DOUG PIKE, CITY ENGINEER

TITLE: AWARDING A CONTRACT FOR CITY OF SAN JUAN
BAUTISTA SANITARY SEWER FORCE MAIN TO
HOLLISTER PROJECT AND RELATED ACTIONS

RECOMMENDED ACTION:

It is recommended that City Council approve the attached Resolution 2023-XXX and take the following actions:

- 1) Award the Contract to Specialty Construction, Inc. for City of San Juan Bautista Sanitary Sewer Force Main to Hollister Project, "Project" in the Base Bid Amount of \$18,632,399 less Deductive Bid Items of \$2,113,650 less Contract Change Order \$391,676 for a total amount of \$16,127,073; and
- 2) Authorize the City Manager to execute a Contract Change Order reducing the cost of the Project by Amount of \$391,676; and
- 3) Approve a Construction Contingency in the amount not to exceed \$513,742; and
- 4) Authorize the City Manager to enter into an amendment to the On-Call Agreement with MNS Engineers, Inc., for the Construction Inspection and Materials Testing of the Project, in the amount of \$897,800 and for on-going City Engineering Services in the amount of \$250,000 for a total amount of \$1,147,000; and
- 5) Authorize the City Manager to enter into agreement with Stantec Consulting Services, Inc., for the Design Support Services during the construction phase, Biological Monitoring, Programmable Logic Controller, "PLC" and Supervisory Control and Data Acquisition, "SCADA", and Construction Management in the amount of \$880,882;
- 6) Approve the Project Budget

BACKGROUND

On June 2019, the City was inspected by the Environmental Protection Agency, and the State's Regional Water Quality Control Board ("RWQCB"), in October of 2019, the results of this inspection and findings were put into a letter which indicated the City was polluting Water of the United States from the wastewater treatment facility.

On August 8, 2020, the City Council adopted Resolution 2020-42, and the City and EPA executed an Administrative Order on Consent (AOC), agreeing to resolve the City's NPDES violations by December 2023, setting forth a schedule by which certain milestones will be reached.

On October 15, 2020, the City Council approved Resolution 2020-51, and agreed to two compliance projects from the analysis provided in the Preliminary Engineers Report (PER): "Alternative 3: Regionalization with Hollister WWTP and Off-Site Source Control (Hollister Water Treatment Plant operated by the City of Hollister", and "West Hills Water Treatment Plant operated by the San Benito County Water District)".

On November 17, 2020, the City of San Juan Bautista adopted a Wastewater Master Plan for transitioning wastewater treatment from San Juan Bautista Wastewater Treatment Plant to the Hollister Wastewater Reclamation Facility via a new pump station and force main to achieve permit compliance.

In December 2020, the City issued an RFP for engineering services and in February 2021 the City Awarded a Consulting Services Agreement to Stantec Consulting Services, Inc. Since that award revisions to the original concept alignment were made during the design phase through decisions of risk analysis and meetings with adjacent jurisdictions. The original alignment included crossing a multitude of private properties that could have significantly impacted the delivery schedule and added uncertainty to the cost. The alignment was subsequently revised to be located within the County right of way. Stantec Consulting Services completed the design of the project by preparing engineering plans and specifications.

In April of 2023, the City Approved the Plans and Specifications and authorized the issuance of invitation to bidders.

DISCUSSION

The Project was publicly advertised and bids were received from four contractors.

Ranger Pipeline, Inc	\$24,797,972
Mountain Cascade, Inc.	\$23,724,744
Garney Pacific, Inc.	\$22,327,101
Specialty Construction, Inc.	\$18,632,399

The updated Engineers Opinion of Construction Cost was \$18,986,007. On June 7, 2023, Stantec Consulting Services, Inc., completed review of the bids and recommended the City enter into agreement with Specialty Construction, Inc. The review is included as an attachment to this report.

MNS will provide Resident Inspector services as described in the as part of the Second Attachment- USDA Check List. These documents present MNS as the Construction Manager.

However, the arrangement has changed since preparing the attached documents. Stantec Consulting Services will provide Construction Management services; MNS will continue to provide inspection services.

In October of 2022, City Council approved an On-Call Services Agreement with MNS Engineers, Inc., which listed the Force Main project as one of the potential projects that would include Construction Management and Inspection Services. The recommended action includes an amendment to that agreement for the purposes of inspection and materials testing of the Force Main, on-going City Engineering services which will assist with facilitation of this Project as well as a variety of other on-going City engineering and public works services. The cost of these services is \$1,147,000 as first listed as number “4” above.

In February 2021 the City Awarded a Consulting Services Agreement to Stantec Consulting Services, Inc., The recommended action includes amending the Stantec Agreement to include service needed during the construction phase of the project. Those services include reviewing submittals, requests for information, attending meetings with the contractor, preparing conforming drawings and record drawings, Programmable Logic Controller, and Supervisory Control and Data Acquisition and biological monitoring and construction management. The cost for these services is \$880,882 as first listed in number “5”: above.

FISCAL IMPACT

To ensure that the City has sufficient funding for the contracted work, Stantec Consulting Services, Inc., has reviewed the bid items for work that could be deferred temporarily in order to award the contract to Specialty with the available funding. The deferred items from this contract are listed in the Contract Change Order along with this award.

The City Council discussed Force Main budget and the constraints at its meeting July 18, 2023. The “Value Engineering,” deferrals and change order were described and discussed in detail. Specialty Construction guarantees its pricing for 60-days when bids were due June 2, 2023, until August 1, 2023, and has agreed to extend that guarantee to the end of August, 2023 for the sake of receiving the award.

The total Project budget after the Contract Change Order Adjustments is estimated at \$23.7 million, which will be funded through a combination of funding sources:

- **USDA Grant and Loan:** The City has been working closely with the USDA on the long-term funding solution and received approval for a \$4.3 million grant and a \$10.3 million 40-year low interest rate loan. The USDA required the City to obtain interim Project financing. In January 2023, the City Council selected First Foundation Bank as the Interim Financing Lender for the Project. The USDA will provide the take-out financing once the Project costs, after all other grant funds, reach the approved USDA loan amount.
- **EPA State and Tribal Assistance Grant:** \$1 million.
- **The State of California Direct Budget Appropriation:** \$3 million.
- **County of San Benito Pavement Contribution:** \$4 million.

- **Surface Transportation Block Grant Program: \$410,000.**
- The balance of the project cost is expected to be funded with an additional USDA grant (still needs to be obtained) and the City's Wastewater Fund contribution (which has already been made to cover a portion of the Project design costs). The combined amount of the additional USDA grant and Wastewater Fund contribution is estimated at approximately \$678,000. The amount of the City's contribution will depend on the additional grant funding available from the USDA.
- A request has been submitted to the USDA for additional funding for the deferred project costs. At this time we do not know if or when such additional funding may be available. We will update the Council once we have a response from the USDA.

ATTACHMENTS

1. Resolution 2023-XX Awarding the Force Main Construction Project to Specialty Construction, proposed change order, contingency, and associated support services.
2. USDA Checklist Items:
 - a. Engineer's letter of recommendation to the owner for contract award. Included a discussion of the contractor's qualifications and any bid irregularities.
 - b. Bid Tabulation Summary of all bids received.
 - c. Included a copy of the Engineer's estimate.
 - d. Copy of the recommended bidder's proposal with all applicable attachments, including but not limited to:
 - Bid Bond with associated Power of Attorney.
 - Form RD 400-6, "Compliance Statement/Certification of Non-Segregated Facilities".
 - Form AD-1048, "Certification Regarding Debarment"
 - RD Instruction 1940-Q,A-1, "Certification for Contracts, Grants, and Loans".
 - e. Owner's written acceptance of the Resident Inspector. (include a copy of the inspector's resume/statement of qualifications.)
 - f. Letter from Engineer discussing the status of any permits required for construction.
 - g. Updated total project budget based upon the actual bid showing all costs associated

RESOLUTION 2023 – XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA AWARDING A CONTRACT FOR CITY OF SAN JUAN BAUTISTA SANITARY SEWER FORCE MAIN TO HOLLISTER PROJECT AND RELATED ACTIONS

WHEREAS, In June 2019, the city was inspected by the Environmental Protection Agency, and the State's Regional Water Quality Control Board ("RWQCB"), in October of 2019, the results of this inspection and findings were put into a letter of which indicated the City was polluting Water of the United States from the wastewater treatment facility; and

WHEREAS, On August 8, 2020, the City Council adopted Resolution 2020-42, and the City and EPA executed an Administrative Order on Consent (AOC), agreeing to resolve the City's NPDES violations by December 2023, setting forth a schedule by which certain milestones will be reached; and

WHEREAS, On October 15, 2020, the City Council approved Resolution 2020-51, and agreed to two compliance projects from the analysis provided in the Preliminary Engineers Report (PER): "Alternative 3: Regionalization with Hollister WWTP and Off-Site Source Control (Hollister Water Treatment Plant operated by the City of Hollister", and "West Hills Water Treatment Plant operated by the San Benito County Water District"); and

WHEREAS, On November 17, 2020, the City of San Juan Bautista adopted a Wastewater Master Plan for transitioning wastewater treatment from San Juan Bautista Wastewater Treatment Plant to the Hollister Wastewater Reclamation Facility via a new pump station and force main to achieve permit compliance; and

WHEREAS, In December 2020, the City issued an RFP for engineering services and in February 2021 the City Awarded a Consulting Services Agreement to Stantec Consulting Services, Inc.; and

WHEREAS, In the Spring of 2023, Stantec Consulting Services has completed the design of the project by preparing engineering plans and specifications and the Project was publicly advertised and bids were received from four contractors; and

WHEREAS, In July 2023, Stantec reviewed and analyzed the bids and recommended the lowest and most responsive bid was received from Specialty Construction, Inc with the Base Bid Amount of \$18,632,399 and the City and consultants reviewed the budget and recommended in order to have sufficient funding for the work deductive bid items would be reduced from the base bid in the amount of \$2,113,650 and a Contract Change reducing the cost by \$391,676 and the recommended funds of \$513,742 be made available for construction contingency ; and

WHEREAS, In October 2022, City Council approved an On-Call Services Agreement with MNS Engineers, Inc., which listed the Force Main project as one of the potential projects that would include Construction Management and Inspection Services and it is recommended by the City Manager that Inspection services and on-going City Engineering Services are required;

and

WHEREAS, In February 2021, City Council approved agreement with Stantec Consulting Services for the design phase of the Project and it is now recommended to have Stantec provide services during the construction phase of the Project including: Design Support Services during the construction phase, Biological Monitoring, Programmable Logic Controller, “PLC” and Supervisory Control and Data Acquisition, “SCADA”, and Construction Management; and

WHEREAS, In July 2023, City Council reviewed the project budget and budget constraints;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of San Juan Bautista;

1. Award a Contract to Specialty Construction, Inc. for City of San Juan Bautista Sanitary Sewer Force Main to Hollister Project, “Project” in the Base Bid Amount of \$18,632,399 less Deductive Bid Items of \$2,113,650 less Contract Change Order \$391,676 for a total amount of \$16,127,073.
2. Authorize the City Manager to execute a Contract Change Order reducing the cost of the Project by Amount of \$391,676.
3. Authorize a Construction Contingency and authorize the City Manager to execute Contract Change Orders in the amount not to exceed \$513,742.
4. Authorize the City Manager to enter into an amendment to the On-Call Agreement with MNS Engineers, Inc., for the Construction Inspection and Materials Testing of the Project, in the amount of \$897,800 and for on-going City Engineering Services in the amount of \$250,000 for a total amount of \$1,147,000.
5. Authorize the City Manager to enter into agreement with Stantec Consulting Services, Inc., for the Design Support Services during the construction phase, Biological Monitoring, Programmable Logic Controller, “PLC” and Supervisory Control and Data Acquisition, “SCADA”, and Construction Management in the amount of \$880,882.
6. Approve the Project Budget.

PASSED AND APPROVED by City Council of the City of San Juan Bautista on the 3rd day of August 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Leslie Q. Jordan, Mayor

ATTEST:

Elizabeth Soto, Deputy City Clerk

San Juan Bautista

Sanitary Sewer Force Main to Hollister Project

USDA Bid Award Information Checklist Responses

July 7, 2023

1. Engineer's letter of recommendation to the owner for contract award. Include a discussion of the contractor's qualifications and any bid irregularities.)



Stantec Consulting Services
101 Providence Mine Road, Suite 202, Nevada City, CA 95959

June 7, 2023
File: 184031441

Attention: Don Reynolds
City Manager
311 Second Street
San Juan Bautista CA 95045

Dear Mr. Reynolds,

Reference: San Juan Bautista Sanitary Sewer Force Main to Hollister Project Bid Review

On June 2, 2023, the City of San Juan Bautista received four bids for the San Juan Bautista Sanitary Sewer Force Main to Hollister Project. The bids came from the following general contractors:

General Contractor	Total Base Bid
Specialty Construction, Inc.	\$18,632,399
Garney Pacific, Inc.	\$ 22,327,101
Mountain Cascade, Inc.	\$ 23,724,744
Ranger Pipeline, Inc.	\$24,797,972

The following forms required to be submitted within the bid documents were reviewed for completeness and acceptability:

1. Section 00410 – Bid Form
2. Section 00410 – Addendum Acknowledgement
3. Section 00420 – Non Collusion Affidavit to be Executed by Bidder and Submitted with Bid
4. Section 00430 – Bid Bond
5. Section 00434 – List of Proposed Subcontractors
6. Section 00436 – List of Proposed Suppliers
7. Section 00440 – Compliance Statement
8. Section 00450 – Certification Regarding Debarment
9. Section 00451 – Certification of Bidder Experience and Qualifications

Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer
- B. Diverse Business Certifications if required
- C. Certification of Business's safety performance if required

Reference: San Juan Bautista Sanitary Sewer Force Main to Hollister Project Bid Review

- D. Financial statements, as required
 - E. Attachments providing additional information, as required
 - F. Schedule A (Current Projects)
 - G. Schedule B (Previous Experience with Similar Projects)
 - H. Schedule C (Key Individuals) and resumes for the key individuals listed
 - I. Additional items as pertinent
10. Section 00457 – Contractors Certification Regarding Workers Compensation
11. Section 00460 – Certification for Contracts, Grants and Loans
12. Section 00410 – Documents Required After Bid Opening:
- A. Supplemental Owner information requested on subcontractors (00434) and suppliers (00436)
 - B. Section 00452 – Certification of Electrical Subcontractor's Experience and Qualifications
 - C. Section 00453 – Certification of System Integrator Experience and Qualifications
 - D. Addendum No. 3 – Subcontractor Safety Data
 - E. Addendum No. 5 – Contractor Financial Statements

After review of the bidder's documentation, the following items are of significance:

- The apparent low bidder, Specialty Construction, Inc., included all the appropriate information with their bid. They submitted EMR and financial statements after the bid, as required.
- Specialty Construction, Inc. is involved with a claim for non-payment against Garden Street SLO Partners, LP with a counter claim. They are currently in a second round of mediation with a court date set for October 2023. This claim for non-payment does not necessarily reflect derogatorily on the bidder.
- Safety Metrics:
 - EMR is a measure of insurance claims. Specialty Construction, Inc. has a value less than 1.0 for the three years of data provided, which is desirable.
 - TRFR is a measure of injury frequency. Specialty Construction, Inc. has a 2020 value of 4.28, which is higher than the desired value of 3 or less. However, the 2021 and 2022 values were 0.98 and 2.63, respectively. By some standards, with an EMR less than 1, the TRFR is not considered, so the single high TRFR value is acceptable.
- Ranger Pipeline, Inc. and Garney Pacific, Inc. have some high TRFR data, which is similarly concerning. However, their EMR data is consistently less than 1, and as noted, by some standards would override TRFR concerns.

Reference: San Juan Bautista Sanitary Sewer Force Main to Hollister Project Bid Review

- Mountain Cascade, Inc. omitted the EMR and TRFR safety data with their bid documents. The safety language requirements also reference subcontractor data, which was allowed via addendum to be submitted after the bid date and may have led to this omission.
- Garney Pacific, Inc. did not identify the selected equipment in all cases. They identified equipment on the first page of the equipment list by circling named suppliers, but not the second page.

In accordance with the Contract Documents, Stantec confirmed the lowest bidder, Specialty Construction, Inc. and all of the named subcontractors, hold valid California contractor's licenses. Specialty Construction also has the appropriate bonding capacity and Workers' Compensation Insurance, and all of the references contacted provided a positive report of their current and previous construction experiences. Further, the electrical subcontractor (Telstar instruments) and the system integrator (also Telstar instruments) is qualified to perform the work for the San Juan Bautista Sanitary Sewer Force Main to Hollister Project according to Sections 00452 and 00453, respectively. Therefore, we have determined Specialty Construction Incorporated is qualified to perform the work necessary to complete the San Juan Bautista Sanitary Sewer Force Main to Hollister Project.

Assuming no bid protests are received by the City and that funds allow, it is Stantec's recommendation that the City enter into a contractual agreement with Specialty Construction Incorporated for the construction of the San Juan Bautista Sanitary Sewer Force Main to Hollister Project.

Regards,

Stantec Consulting Services, Inc.



Gabe Aronow, PE
Principal
Phone: 530-913-9197
gabe.aronow@stantec.com

Attachment: none

c. Doug Pike, City Engineer; Paul Greenfield, City Engineer; Mike Starinsky, State Engineer, RD USDA

2. Bid Tabulation Summary of all bids received. Include a copy of the Engineer's estimate.)

Project: San Juan Bautista to Hollister Sanitary Sewer Force Main
 Bid Friday, June 2, 2023

Item No.	Description	Ranger Pipeline, Inc.	Mountain Cascade, Inc.	Garney Pacific, Inc.	Engineer OPCC	Specialty Construction, Inc.
1	Mobilization	\$ 485,000	\$ 425,000	\$ 2,525,000	\$ 50,000	\$ 433,000
2	Demobilization	\$ 25,000	\$ 250,000	\$ 50,000	\$ 50,000	\$ 41,000
3	Survey Control and Construction Staking	\$ 50,000	\$ 20,000	\$ 60,000	\$ 15,000	\$ 90,000
4	Sheeting, Shoring and Bracing or equivalent method for the protection of life and limb in trenches and open excavations in conformance with all applicable safety standards	\$ 60,000	\$ 100,000	\$ 250,000	\$ 10,000	\$ 31,000
5	Excavation Dewatering	\$ 15,000	\$ 10,000	\$ 50,000	\$ 25,000	\$ 8,700
6	SWPPP Compliance	\$ 48,000	\$ 20,000	\$ 145,000	\$ 15,000	\$ 45,000
7	Tree Removal (felling, trimming, stump removal, disposal) By 10-inch Breast Height Diameter Tree (exact tree work to be determined in the field)	\$ 12,500	\$ 15,000	\$ 11,250	\$ 2,500	\$ 13,000
8	Hydroseed	\$ 32,000	\$ 15,000	\$ 5,000	\$ 1,000	\$ 67,000
9	Traffic Control	\$ 495,000	\$ 225,000	\$ 500,000	\$ 500,000	\$ 311,000
10	Geotechnical Report and Final City WWTP Design (Design Build)	\$ 42,705	\$ 20,000	\$ 15,000	\$ 45,000	\$ 14,000
11	Critical Path Method & Schedule	\$ 24,000	\$ 30,000	\$ 20,000	\$ 5,000	\$ 2,270
12	As-Built Drawings	\$ 5,000	\$ 15,000	\$ 2,500	\$ 2,500	\$ 1,702
13	10-inch DR11 IPS HDPE Pipe (SJB WWTP, open cut) ⁽²⁾	\$ 67,095	\$ 85,200	\$ 51,120	\$ 42,831	\$ 52,611
14	10-inch DR11 IPS HDPE Pipe (Rancho Vista Development, 18-inch Casing) ⁽²⁾	\$ 642,350	\$ 642,350	\$ 609,125	\$ 258,738	\$ 183,845
15	10-inch DR11 IPS HDPE Pipe (San Juan Highway, open cut) ⁽²⁾	\$ 416,160	\$ 391,680	\$ 165,240	\$ 246,395	\$ 204,408
16	10-inch DR11 IPS HDPE Pipe (Prescott Road and San Justo Road, open cut) ⁽²⁾	\$ 3,559,800	\$ 2,847,840	\$ 1,413,450	\$ 2,107,182	\$ 1,748,490
17	10-inch DR13.5 IPS HDPE Pipe (Prescott Road and San Justo Road, open cut) ⁽²⁾	\$ 524,960	\$ 362,840	\$ 208,440	\$ 319,788	\$ 236,232
18	10-inch DR13.5 IPS HDPE Pipe (Lucy Brown Lane, Duncan Avenue, Bixby Road, Freitas Road, and Mitchell Road [to end of existing paved section near End of County Road sign], open cut) ⁽²⁾	\$ 6,530,040	\$ 4,955,148	\$ 2,400,750	\$ 3,457,064	\$ 2,804,076
19	10-inch DR13.5 IPS HDPE Pipe (shoulder, open cut) ⁽²⁾	\$ 1,268,190	\$ 829,356	\$ 543,510	\$ 833,806	\$ 535,458
20	10-inch DR13.5 IPS HDPE Pipe (through existing 42-inch casing) ⁽²⁾	\$ 65,830	\$ 104,420	\$ 47,670	\$ 96,587	\$ 69,235
21	SJB WWTP AC Paving	\$ 26,100	\$ 20,010	\$ 95,700	\$ 25,560	\$ 45,414
22	San Juan Highway/First Street AC Pavement (Overlay only; paving in Street Zone and AC curb shall be included in respective HDPE pipe bid item)	\$ 130,500	\$ 130,500	\$ 166,750	\$ 213,002	\$ 156,600
23	Prescott / San Justo Road AC Pavement (Overlay only; paving in Street Zone shall be included in respective HDPE pipe bid item)	\$ 912,384	\$ 725,760	\$ 933,120	\$ 1,522,967	\$ 1,093,824
24	Lucy Brown Lane, Duncan Avenue, Bixby Road, Freitas Road, Mitchell Road AC Pavement (Overlay only; paving in Street Zone shall be included in respective HDPE pipe bid item)	\$ 1,303,072	\$ 1,060,640	\$ 1,333,376	\$ 2,225,875	\$ 1,560,656
25	Road Pavement Spot Repair – to be expended as approved in the field by the Engineer. Includes cutting and removal of damaged existing pavement areas, restoration of subgrade and compaction, and AC placement.	\$ 255,000	\$ 350,000	\$ 255,000	\$ 881,389	\$ 297,000
26	Striping (Pavement Markings)	\$ 134,010	\$ 90,000	\$ 181,000	\$ 309,953	\$ 211,000
27	Prescott Road Canal Pipe Crossing, Station 56+79.85 to 57+86.48 (casing, footings, carrier pipe, appurtenances, etc.) ⁽²⁾	\$ 200,000	\$ 50,000	\$ 140,000	\$ 114,788	\$ 119,000

Item No.	Description	Ranger Pipeline, Inc.	Mountain Cascade, Inc.	Garney Pacific, Inc.	Engineer OPCC	Specialty Construction, Inc.
28	San Juan Highway Canal Pipe Crossing and Seismic Flexibility, station 25+00.72 to station 25+99.34 (casing, footings, carrier pipe, fittings, appurtenances, etc.) ⁽²⁾	\$ 200,000	\$ 45,000	\$ 115,000	\$ 158,747	\$ 124,000
29	Manhole Removal & Restoration, including pavement repair (on 18-inch SS - SJB WWTP through intersection of Third St and Lavagnino Dr)	\$ 30,000	\$ 48,000	\$ 84,000	\$ 45,561	\$ 72,000
30	Manhole Removal & Restoration, including pavement repair (on 18-inch SS - Intersection of Third St and Lavagnino Dr to intersection of Rancho Way and Caetano Place)	\$ 15,000	\$ 24,000	\$ 42,000	\$ 23,920	\$ 44,100
31	Manhole Removal & Restoration, including pavement repair (on 18-inch SS - Caetano Place)	\$ 5,000	\$ 8,000	\$ 14,000	\$ 8,125	\$ 15,000
32	Hollister Manhole Restoration and Tie-in	\$ 35,000	\$ 6,000	\$ 22,000	\$ 30,207	\$ 30,000
33	SJB WWTP Pig Launch Station ⁽²⁾	\$ 60,000	\$ 80,000	\$ 120,000	\$ 114,788	\$ 92,000
34	San Justo Road / Lucy Brown Road Pig Receiving & Launch Station ⁽²⁾	\$ 480,000	\$ 235,000	\$ 420,000	\$ 114,788	\$ 275,000
35	Freitas Road Pig Receiving & Launch Station ⁽²⁾	\$ 420,000	\$ 207,000	\$ 375,000	\$ 114,788	\$ 288,000
36	Conduit and Pull Boxes (future fiber)	\$ 1,367,280	\$ 3,418,200	\$ 1,709,100	\$ 1,709,121	\$ 1,504,008
37	Hollister WWTP Pig Receiving Station ⁽²⁾	\$ 195,000	\$ 125,000	\$ 200,000	\$ 163,120	\$ 137,000
38	Primary Pump Station (pumps, discharge piping, FRP basin, valves, davit crane)	\$ 635,000	\$ 1,500,000	\$ 1,310,000	\$ 1,353,500	\$ 1,056,000
39	Storage Pump Wet Well Improvements (coating)	\$ 86,946	\$ 100,000	\$ 87,000	\$ 20,000	\$ 9,950
40	Storage Pump Station (pumps, discharge piping, valves)	\$ 200,000	\$ 300,000	\$ 605,000	\$ 170,618	\$ 282,000
41	ESB 1 Sump Pump (pump, manhole, piping, valve)	\$ 50,000	\$ 44,000	\$ 75,000	\$ 35,000	\$ 65,000
42	Screen	\$ 200,000	\$ 150,000	\$ 450,000	\$ 45,000	\$ 145,000
43	Chemical Feed System	\$ 200,000	\$ 380,000	\$ 125,000	\$ 273,201	\$ 405,000
44	Throttling Valve and Appurtenances (flow control from storage)	\$ 50,000	\$ 17,000	\$ 55,000	\$ 30,000	\$ 31,000
45	Temporary Bypass Piping	\$ 20,000	\$ 140,000	\$ 40,000	\$ 15,000	\$ 26,500
46	SJB WWTP Yard Piping & Fittings	\$ 250,000	\$ 240,000	\$ 48,000	\$ 178,535	\$ 159,000
47	SJB WWTP EQ Tank Piping	\$ 20,000	\$ 30,000	\$ 48,000	\$ 25,000	\$ 91,000
48	SJB WWTP Site Work (grading and paving, etc.)	\$ 180,000	\$ 90,000	\$ 50,000	\$ 97,705	\$ 95,000
49	Clearing & Grubbing (including small trees and brush)	\$ 60,000	\$ 20,000	\$ 30,000	\$ 5,000	\$ 20,000
50	Foundation	\$ 5,000	\$ 170,000	\$ 195,000	\$ 30,000	\$ 17,000
51	Sludge Removal from SJB Ponds	\$ 638,220	\$ 151,800	\$ 726,000	\$ 82,500	\$ 760,320
52	SJB WWTP Demolition Work	\$ 50,000	\$ 140,000	\$ 450,000	\$ 126,871	\$ 175,000
53	Standby Generator	\$ 250,000	\$ 180,000	\$ 169,000	\$ 114,788	\$ 247,000
54	Main Switchboard	\$ 368,790	\$ 540,000	\$ 510,000	\$ 45,000	\$ 480,000
55	Electrical and Instrumentation for Primary Pumps (includes flow meters, actuators, VFDs, MCC, MSB, transformer, conduit, etc.)	\$ 940,340	\$ 650,000	\$ 1,047,000	\$ 213,197	\$ 864,000
56	Electrical and Instrumentation for Storage Pumps and Screen (includes flow meters, actuators, VFDs, MCC, MSB, transformer, conduit, etc.)	\$ 242,780	\$ 340,000	\$ 328,000	\$ 100,000	\$ 282,000
57	Electrical and Instrumentation for Sump Pump (includes flow meters, actuators, MCC, MSB, transformer, conduit, etc.)	\$ 74,720	\$ 280,000	\$ 264,000	\$ 20,000	\$ 87,000
58	PLC and Telemetry	\$ 119,200	\$ 255,000	\$ 241,000	\$ 125,000	\$ 138,000
59	Startup and Testing Including Initial Pigging by Contractor	\$ 20,000	\$ 20,000	\$ 195,000	\$ 20,000	\$ 240,000
Base Bid Amount (Sum of All Unit Price and Lump Sum Bid Items)		\$ 24,797,972	\$ 23,724,744	\$ 22,327,101	\$ 18,986,007	\$ 18,632,399

3. Copy of the recommended bidder's proposal with all applicable attachments, including but not limited to:
- * Bid Bond with associated Power of Attorney.
 - * Form RD 400-6, "Compliance Statement/Certification of Non-Segregated Facilities".
 - * Form AD-1048, "Certification Regarding Debarment".
 - * RD Instruction 1940-Q,A-1, "Certification for Contracts, Grants, and Loans".

SECTION 00410

ADDENDUM NO. 6

BID FORM FOR CONSTRUCTION CONTRACT

SAN JUAN BAUTISTA SANITARY SEWER FORCE MAIN TO HOLLISTER PROJECT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Don Reynolds, City Manager
City of San Juan Bautista
311 Second Street, PO Box 1420
San Juan Bautista CA 95045

1.02 Section 00100 – Advertisement to Bid.

1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Section 00420 – Non Collusion Affidavit To Be Executed By Bidder and Submitted With Bid**
- B. Required Bid security, in accordance with Specification Section 00430**
- C. Section 00434 – List of Proposed Subcontractors**
- D. Section 00436 – List of Proposed Suppliers**
- E. Section 00440 – Compliance Statement**
- F. Section 00450 – Certification Regarding Debarment**
- G. Section 00451 – Certification of Bidder Experience and Qualification**
- H. Section 00457 – Contractor's Certificate Regarding Workers' Compensation**
- I. Section 00460 – Certification For Contracts, Grants, and Loans**

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2.02 The following documents shall be submitted after bid opening:

- A. In evaluating Bidders, Owner may request supplemental information on the qualifications and experience of the subcontractors listed in Section 00434 and equipment manufacturers listed in Section 00436.
- B. The undersigned Bidder understands that a Bidder will be potentially ineligible for an award of Contract unless the Bidder has furnished the required Electrical Subcontractor and System Integrator certifications within three (3) business days after receipt of bids as required in Sections 00452 and 00453, respectively.

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 Lump Sum and Unit Prices

If award is made, the Owner will determine making an award to the lowest responsive, responsible Bidder whose bid complies only with the requirements specified by California Public Contract Code Section 20103.8(a). Accordingly, the Owner will determine the lowest responsive, responsible bid based on the Base Bid Amount.

Additive or deductive bid items will be awarded at the Owner's discretion and are not part of the Base Bid Amount on which the lowest responsive, responsible Bidder will be determined.

Base Bid Schedule ⁽¹⁾

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization	LS	1	\$ 433,000	\$ 433,000
2	Demobilization	LS	1	\$ 41,000	\$ 41,000
3	Survey Control and Construction Staking	LS	1	\$ 90,000	\$ 90,000
4	Sheeting, Shoring and Bracing or equivalent method for the protection of life and limb in trenches and open excavations in conformance with all applicable safety standards	LS	1	\$ 31,000	\$ 31,000
5	Excavation Dewatering	LS	1	\$ 6,700	\$ 6,700
6	SWPPP Compliance	LS	1	\$ 45,000	\$ 45,000
7	Tree Removal (felling, trimming, stump removal, disposal) By 10-inch Breast Height Diameter Tree (exact tree work to be determined in the field)	EA	5	\$ 2,600	\$ 13,000
8	Hydroseed	LS	1	\$ 67,000	\$ 67,000

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Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
9	Traffic Control	LS	1	\$ 311,000	\$ 311,000
10	Geotechnical Report and Final City WWTP Design (Design Build)	LS	1	\$ 14,000	\$ 14,000
11	Critical Path Method & Schedule	LS	1	\$ 2,270	\$ 2,270
12	As-Built Drawings	LS	1	\$ 1,702	\$ 1,702
13	10-inch DR11 IPS HDPE Pipe (SJB WWTP, open cut) ⁽²⁾	FT	213	\$ 247	\$ 52,611
14	10-inch DR11 IPS HDPE Pipe (Rancho Vista Development, 18-inch Casing) ⁽²⁾	FT	2,215	\$ 83.00	\$ 183,845
15	10-inch DR11 IPS HDPE Pipe (San Juan Highway, open cut) ⁽²⁾	FT	1,224	\$ 167.00	\$ 204,408
16	10-inch DR11 IPS HDPE Pipe (Prescott Road and San Justo Road, open cut) ⁽²⁾	FT	10,470	\$ 167.00	\$ 1,748,490
17	10-inch DR13.5 IPS HDPE Pipe (Prescott Road and San Justo Road, open cut) ⁽²⁾	FT	1,544	\$ 153.00	\$ 236,232
18	10-inch DR13.5 IPS HDPE Pipe (Lucy Brown Lane, Duncan Avenue, Bixby Road, Freitas Road, and Mitchell Road [to end of existing paved section near End of County Road sign], open cut) ⁽²⁾	FT	19,206	\$ 146.00	\$ 2,804,076
19	10-inch DR13.5 IPS HDPE Pipe (shoulder, open cut) ⁽²⁾	FT	4,026	\$ 133.00	\$ 535,458
20	10-inch DR13.5 IPS HDPE Pipe (through existing 42-inch casing) ⁽²⁾	FT	227	\$ 305.00	\$ 69,235
21	SJB WWTP AC Paving	TON	87	\$ 522.00	\$ 45,414
22	San Juan Highway/First Street Two Lane AC Pavement Overlay; (AC curb shall be included in respective HDPE pipe bid item)	TON	725	\$ 216.00	\$ 156,600
23	Prescott / San Justo Road Two Lane AC Pavement Overlay	TON	5,184	\$ 211.00	\$ 1,093,824
24	Lucy Brown Lane, Duncan Avenue, Bixby Road, Freitas Road, Mitchell Road Two Lane AC Pavement Overlay	TON	7,576	\$ 206.00	\$ 1,560,656
25	Road Pavement Spot Repair – to be expended as approved in the field by the Engineer. Includes cutting and removal of damaged existing pavement areas, restoration of subgrade and compaction, and AC placement.	Ton	1000	\$ 297.00	\$ 297,000
26	Striping (roadway fog lines, centerlines, stop bars, etc.)	LS	1	\$ 211,000	\$ 211,000

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Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
27	Prescott Road Canal Pipe Crossing, Station 56+79.85 to 57+86.48 (casing, footings, carrier pipe, appurtenances, etc.) ⁽²⁾	LS	1	\$ 119,000	\$ 119,000
28	San Juan Highway Canal Pipe Crossing and Seismic Flexibility, station 25+00.72 to station 25+99.34 (casing, footings, carrier pipe, fittings, appurtenances, etc.) ⁽²⁾	LS	1	\$ 124,000	\$ 124,000
29	Manhole Removal & Restoration, including pavement repair (on 18-inch SS - SJB WWTP through intersection of Third St and Lavagnino Dr)	EA	6	\$ 12,000	\$ 72,000
30	Manhole Removal & Restoration, including pavement repair (on 18-inch SS - Intersection of Third St and Lavagnino Dr to intersection of Rancho Way and Caetano Place)	EA	3	\$ 14,700	\$ 44,100
31	Manhole Removal & Restoration, including pavement repair (on 18-inch SS - Caetano Place)	EA	1	\$ 15,000	\$ 15,000
32	Hollister Manhole Restoration and Tie-in	LS	1	\$ 30,000	\$ 30,000
33	SJB WWTP Pig Launch Station ⁽²⁾	LS	1	\$ 92,000	\$ 92,000
34	San Justo Road / Lucy Brown Road Pig Receiving & Launch Station ⁽²⁾	LS	1	\$ 275,000	\$ 275,000
35	Freitas Road Pig Receiving & Launch Station ⁽²⁾	LS	1	\$ 246,000	\$ 246,000
36	Conduit and Pull Boxes (future fiber)	LF	34,182	\$ 44.00	1,504,008
37	Hollister WWTP Pig Receiving Station (2)	LS	1	\$ 137,000	\$ 137,000
38	Primary Pump Station (pumps, discharge piping, FRP basin, valves, davit crane)	LS	1	\$ 1,056,000	\$ 1,056,000
39	Storage Pump Wet Well Improvements (coating)	LS	1	\$ 9,950	\$ 9,950
40	Storage Pump Station (pumps, discharge piping, valves)	LS	1	\$ 262,000	\$ 262,000
41	ESB 1 Sump Pump (pump, manhole, piping, valve)	LS	1	\$ 65,000	\$ 65,000
42	Screen	LS	1	\$ 145,000	\$ 145,000
43	Chemical Feed System	LS	1	\$ 405,000	\$ 405,000
44	Throttling Valve and Appurtenances (flow control from storage)	LS	1	\$ 31,000	\$ 31,000

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Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
45	Temporary Bypass Piping	LS	1	\$ 26,500	\$ 26,500
46	SJB WWTP Yard Piping & Fittings	LS	1	\$ 159,000	\$ 159,000
47	SJB WWTP EQ Tank Piping	LS	1	\$ 91,000	\$ 91,000
48	SJB WWTP Site Work (grading and paving, etc.)	LS	1	\$ 95,000	\$ 95,000
49	Clearing & Grubbing (including small trees and brush)	LS	1	\$ 20,000	\$ 20,000
50	Foundation	LS	1	\$ 17,000	\$ 17,000
51	Sludge Removal from SJB Ponds	DRY TON	660	\$ 1,152	\$ 760,320
52	SJB WWTP Demolition Work	LS	1	\$ 175,000	\$ 175,000
53	Standby Generator	LS	1	\$ 247,000	\$ 247,000
54	Main Switchboard	LS	1	\$ 460,000	\$ 460,000
55	Electrical and Instrumentation for Primary Pumps (includes flow meters, actuators, VFDs, MCC, MSB, transformer, conduit, etc.)	LS	1	\$ 864,000	\$ 864,000
56	Electrical and Instrumentation for Storage Pumps and Screen (includes flow meters, actuators, VFDs, MCC, MSB, transformer, conduit, etc.)	LS	1	\$ 282,000	\$ 282,000
57	Electrical and Instrumentation for Sump Pump (includes flow meters, actuators, MCC, MSB, transformer, conduit, etc.)	LS	1	\$ 87,000	\$ 87,000
58	PLC and Telemetry	LS	1	\$ 138,000	\$ 138,000
59	Startup and Testing Including Initial Pigging by Contractor	LS	1	\$ 240,000	\$ 240,000
Base Bid Amount (Sum of All Unit Price and Lump Sum Bid Items)					\$ 18,632,399.00

Base Bid in Words

Eighteen Million Six Hundred Twenty Two Thousand Three Hundred Ninety Nine

- (1) Enter all non-specified items from the drawing set and specifications (Volumes 1 and 2) in the most related bid item, such as backfill, aggregate base, paving (unless included in a separate bid item), off-haul and disposal of unwanted materials, specific instrumentation, seismic parameters, etc. The Sum of all Unit Prices and Lump Sum Bid Items shall constitute the entire project, i.e. no non-specified item in the bid form shall be excluded from the total base bid amount.
- (2) Bid item includes all related appurtenances including valves and fittings for a complete installed cost.

Follows

Deductive Bid Item A

Additive Bid Item	Description	Unit	Estimated Quantity	Bid Unit Price	Deductive Bid Amount
A	Remove AC overlay and fog line striping over one lane (lane without the force main), including associated common project costs for mobilization, demobilization, traffic control, survey staking, SWPPP compliance, etc.	TON	6,779	\$ 120	\$ 813,480
A	Remaining single lane to pave will require grinding to avoid an elevation difference between the existing lane and new overlay lane. Add necessary 3-inch grind of existing asphalt and subgrade.	SF	372,000	\$ 1.56	-\$ 587,760
Total of Deductive Bid Item A					\$ 225,720

Deductive Bid Item B

Deductive Bid Item	Description	Unit	Estimated Quantity	Bid Unit Price	Deductive Bid Amount
B	Remove all AC overlay and striping from the project, including associated common project costs for mobilization, demobilization, traffic control, survey staking, SWPPP compliance, etc.	TON	13,412	\$ 120	\$ 1,609,440
B	Add T-Trench pavement repair and associated pavement removal to edge of road (for both the force main and conduit trench)	TON	5,438	\$ 281	-\$ 1,544,392
Total of Deductive Bid Item B					\$ 65,048

Deductive Bid Item C

Deductive Bid Item	Description	Unit	Estimated Quantity	Bid Unit Price	Deductive Bid Amount
C	Remove all work related to the existing wet well (leave equipment as is; there will be no new storage pumps; no new screen; no associated electrical work; no wet well improvements)	LS	1	\$ 250,000	\$ 250,000

Deductive Bid Item D

Deductive Bid Item	Description	Unit	Estimated Quantity	Bid Unit Price	Deductive Bid Amount
D	Remove all SJB WWTP demolition related work (except the filters and UV disinfection equipment, which must be removed from site to complete new improvements)	LS	1	\$ 35,000	\$ 35,000

Deductive Bid Item E

Deductive Bid Item	Description	Unit	Estimated Quantity	Bid Unit Price	Deductive Bid Amount
E	Remove all work related to the sump pump manhole (piping, electrical, site; lose pump to be provided to operations staff)	LS	1	\$ 50,000	\$ 50,000

Deductive Bid Item F

Deductive Bid Item	Description	Unit	Estimated Quantity	Bid Unit Price	Deductive Bid Amount
F	Remove conduit & pull boxes and appurtenances at canal 24-inch crossing and 42-inch casing under Highway 156 including associated common project costs for mobilization, demobilization, traffic control, survey staking, dewatering, SWPPP compliance, etc.	LF	34,182	\$ 35	\$ 1,196,370

Deductive Bid Item G

Deductive Bid Item	Description	Unit	Estimated Quantity	Bid Unit Price	Deductive Bid Amount
G	Remove Base Bid Item 51 – Sludge Removal from SJB Ponds	DRY TON	660	\$ 958	\$ 632,280

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A. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	4/28/2023
2	5/10/2023
3	5/17/2023
4	5/24/2023
5	5/26/2023
6	5/26/2023

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Specialty Construction, Inc.

(typed or printed name of organization)

By:



(individual's signature)

Name: Rudolph C. Bachmann

(typed or printed)

Title: President/Secretary

(typed or printed)

Date: 6/2/2023

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name: William D. Clay

(typed or printed)

Title: Vice President, Civil Division

(typed or printed)

Date: 6/2/2023

(typed or printed)

Address for giving notices:

645 Clarion Ct.

San Luis Obispo, CA 93401

Bidder's Contact:

Name: Tom Seidel

(typed or printed)

Title: Civil Division Manager

(typed or printed)

Phone: (805) 543-1706

Email: tseidel@specialtyconstruction.com

Address:

645 Clarion Ct.

San Luis Obispo, CA 93401

Bidder's Contractor License No.: (if applicable) 619361

**NON COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID**

(Public Contract Code Section 7106)

State of California

County of San Luis Obispo

Rudolph C. Bachmann, being first duly sworn, deposes and says that he or she is President/Secretary of Specialty Construction, Inc., the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

By 
Rudolph C. Bachmann, President/Secretary

Subscribed and sworn to before me on _____
(date)

SEE ATTACHED JURAT

(Notary Public)

(SEAL)

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

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Signature of Document Signer No. 1 Signature of Document Signer No. 2 (if any)

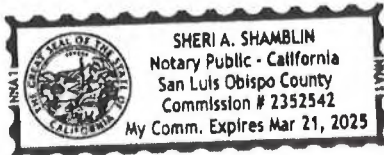
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Luis Obispo

Subscribed and sworn to (or affirmed) before me
on this 2nd day of June, 2023,
by Date Month Year
(1) Rudolph C. Bachmann

(and (2) N/A.),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.



Signature Sheri A. Shamblin
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

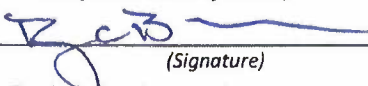
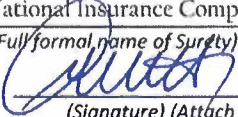
Non Collusion Affidavit (Sanitary Sewer Force Main

Title or Type of Document: to Hollister Project, City of San Juan Bautista Document Date: N/A.

Number of Pages: 1 Signer(s) Other Than Named Above: N/A.

SECTION 00430

BID BOND

Bidder Name: Specialty Construction, Inc. Address (principal place of business): 645 Clarion Court San Luis Obispo CA 93401	Surety Name: Harco National Insurance Company Address (principal place of business): 1701 Golf Road Rolling Hills IL 60008
Owner Name: City of San Juan Bautista Address (principal place of business): 311 2nd Street, PO Box 1420 San Juan Bautista, CA 95045	Bid Project (name and location): City of San Juan Bautista Sanitary Sewer Force Main to Hollister Project Bid Due Date: May 8, 2023 June 2, 2023
Bond Penal Sum: ten percent of the amount bid (10%) Date of Bond: May 19, 2023	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Specialty Construction, Inc. <i>(Full formal name of Bidder)</i>	Surety Harco National Insurance Company <i>(Full formal name of Surety) (corporate seal)</i>
By:  <i>(Signature)</i>	By:  <i>(Signature) (Attach Power of Attorney)</i>
Name: Rudolph C. Bachmann <i>(Printed or typed)</i>	Name: Charles M. Griswold <i>(Printed or typed)</i>
Title: President/Secretary	Title: Attorney-In-Fact
Attest: See attached Acknowledgment <i>(Signature)</i>	Attest: Please see attached <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 60 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of San Luis Obispo)On June 2, 2023 before me, Sheri A. Shamblin, Notary Public,

Date

Here Insert Name and Title of the Officer

personally appeared Rudolph C. Bachmann

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Sheri A. Shamblin
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond (Sanitary Sewer Force Main to Hollister Project, City of San Juan Bautista) Document Date: 5/19/2023
Number of Pages: 2 Signer(s) Other Than Named Above: Charles M. Griswold

Capacity(ies) Claimed by Signer(s)Signer's Name: Rudolph C. Bachmann☒ Corporate Officer — Title(s): President/Secretary☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____Signer Is Representing: Specialty Construction, Inc.Signer's Name: Charles M. Griswold☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☒ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____Signer Is Representing: Harco National Insurance Company

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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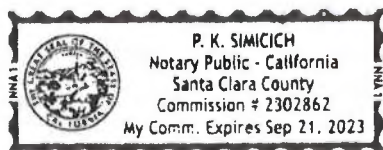
State of California)

County of Santa Clara)On May 19, 2023 before me, P. K. Simicich, Notary Public,*Date**Here Insert Name and Title of the Officer*personally appeared Charles M. Griswold*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

*Signature of Notary Public**Place Notary Seal Above***OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # _____ Bid Bond _____

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

VINCENT M. SCOLARI, DAVID J. BACHAN, CHARLES M. GRISWOLD, WENDY R. PASTORA, PATRICIA K. SIMICICH, YESENIA RIVERA

Watsonville, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents
on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, May 19, 2023

A01756

Irene Martins, Assistant Secretary

SECTION 00430

BID BOND

Bidder Name: Address (principal place of business):	Surety Name: Address (principal place of business):
Owner Name: City of San Juan Bautista Address (principal place of business): 311 2nd Street, PO Box 1420 San Juan Bautista, CA 95045	Bid Project (name and location): City of San Juan Bautista Sanitary Sewer Force Main to Hollister Project Bid Due Date: May 8, 2023
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 60 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SECTION 00434

LIST OF SUBCONTRACTORS

In accordance with Chapter 2 (commencing with Section 4100), Division 5, Title 1 of the Government Code of the State of California (Subletting and Subcontracting Fair Practices Act), list on the form provided: (a) the name and location of the place of business of each subcontractor who will perform work or labor, or render service to the general contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California, who, under subcontract to the general contractor specially fabricates and installs a portion of the work of improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the general contractor's total bid; and (b) that portion of the work which will be done by each such subcontractor for each such portion as defined by the Contractor in his bid. Additionally, include information of the qualified system supplier and integrator, as defined by Section 00453.

If a Contractor fails to specify a Subcontractor for any portion of the work to be performed under this contract in excess of one-half of one percent (0.5%) of the total bid, he agrees to perform that portion himself.

The Bidder's attention is directed to the provisions found in Section 00200 – Instructions to Bidders, which stipulates the percent of the Work to be performed by the Contractor.

Work to be Performed	Contractor License Number	Percent of Total Contract	Subcontractor's Name and Address
1. Sludge Removal	4016486	3%	Synagro-WWT, Inc. Baltimore 435 Williams Ct. Steelco MD 21220
2. Lining and Coating RCB 6/02/23	RCB 6/02/23 774055		Saucon Technologies Inc. 5841 Engineer Dr. Huntington Beach CA 92649
3. Painting	296517	1%	Telma Coatings Inc. 785 Tebra Ln. Anaheim CA 92805
4. Asphalt Paving RCB 6/02/23	763116	15%	MOI Services Inc. PO Box 5697 Concord CA 94524
5. Striping	374600	1%	Chriss Company 43653 Osgood Rd. Fremont CA 94539
6. Asphalt Paving RCB 6/02/23	406512		The Don Chapin Co Inc. 560 Crazy Horse Ln. Road Salinas, CA 93907

Name of Bidder: Specialty Construction, Inc.

Work to be Performed	Contractor License Number	Percent of Total Contract	Subcontractor's Name and Address
7. ELB RLB 6102123 Electrical and Instrumentation	422364	9%	Telstar Instruments 1717 Solano Way Concord, CA 94520
8. Asphalt Paving	406512	15%	The Von Chapin Co Inc. 560 Crazy Horse Ln. Rd. Salinas, CA 93907
9.			
10.			
11.			
12.			

Add additional sheets, if necessary.

BIDDER


Rudolph C. Bachmann, President/Secretary
(Signature)

6/2/2023

(Date)

END OF SECTION

SECTION 00436

LIST OF EQUIPMENT MANUFACTURERS

Bidder shall list the manufacturer or supplier that will furnish the respective item of equipment. Bidder shall list only one manufacturer or supplier for each piece of equipment listed. Failure by Bidder to list names of manufacturers or suppliers for every item of equipment listed may be cause for rejection of the Bid. The manufacturers or suppliers listed by the Bidder shall not be changed after submitting list unless approved in writing by the Owner.

1.1 LUMP SUM BASE BID

- A. The Bidder shall base the Lump Sum Base Bid upon the specified and named Alternate A, B, C, or D major equipment items as listed in the following Major Product or System Schedule.
- B. Award of the contract will be made as described in the specification Section 00200 – Instructions to Bidders.

1.2 MAJOR PRODUCT OR SYSTEMS SCHEDULE

- A. This section includes a schedule listing alternate equipment acceptable to Owner. The Bidder shall indicate (circle proposed manufacturer) which named alternate equipment it intends to provide. Bidders may also propose “or-equal” equipment for those items where a blank space is provided by writing in the manufacturer’s name.
- B. If an “or equal” manufacturer is proposed by the Bidder, the cost of any required engineering redesign, and the cost of any electrical, mechanical or structural modifications to adjacent and interfacing equipment necessary to make the several parts fit together, licensing fees and additional construction and other costs resulting from the proposed “or equal” equipment shall be included in the Bid. If there is a deviation from the drawings, submittal of new contract drawings requires approval prior to installation; all drawings must be stamped by a California certified professional engineer. These deviations shall be at no cost to the owner. If the proposed “or-equal” manufacturer is not accepted by the Owner after the Award of Contract, the Bidder shall furnish and install the named equipment at no additional cost to the Owner.
- C. When an “or-equal” manufacturer is offered by Bidder, the Bidder shall list only such equipment that will comply with the requirements of the Specifications. Equipment will generally be deemed “or equal” provided that the equipment is the same or better than the named equipment in function, performance, reliability, quality, and general configuration.

Name of Bidder: Specialty Construction, Inc.

- D. In order that Owner may determine if the proposed "or equal" equipment is a satisfactory alternative to the named equipment, Bidder shall submit full descriptive material and a detailed list of the equipment proposed as outlined in the Instructions to Bidder. No evaluation of submittals will be made prior to the Bid opening. It is the responsibility of Contractor to furnish materials and equipment meeting the requirements of the Specifications, and acceptance of the Bid does not constitute or imply approval of equipment proposed. Owner reserves the right to deny approval of any equipment or materials that do not comply with the Specifications, even though listed herein.

MAJOR PRODUCT OR SYSTEMS SCHEDULE

Item No.	Spec. Section	Description	Manufacturer/Supplier
1.	11302	Submersible Pumps	(A) Flygt B. _____ C. _____
2.	13614	FRP Package Wet Well	(A) Topp Industries B. Barski Industries C. _____
3.	11303	Sump Pump	(A) Flygt B. _____ C. _____
4.	11337	Basket Screen and Washer Compactor	A. WesTech (B) JWC C. _____
5.	13322	Calcium Nitrate Chemical Feed System	(A) Evoqua B. _____ C. _____
6.	15072	Polyethylene Pressure Pipe	A. ISCO (B) RF Distributors C. _____
7.	11391	Automatic Samplers	(A) ISCO B. HACH C. _____
8.	14313	Davit Crane	(A) Thern B. Yale C. _____
9.	16620	Diesel Generator	A. Caterpillar (B) Onan-Cumins C. _____

Name of Bidder: Specialty Construction, Inc.

Item No.	Spec. Section	Description	Manufacturer/Supplier
10.	16400	Low Voltage Switchboard	<input checked="" type="radio"/> A. <u>Eaton</u> B. <u>Square D By Schneider Electric</u> C. <u>GE by ABB</u> D. <u>Siemens Corporation</u>
11.	16155	Motor Control Center	A. <u>TESCO</u> <input checked="" type="radio"/> B. <u>Telstar Instruments</u> C. <u>Krug-Bixby-Long Associates</u>
12.	16157	Variable Frequency Drive	A. <u>Eaton</u> B. <u>Schneider Electric</u> <input checked="" type="radio"/> C. <u>Rockwell</u>
13.	17300	PLC	<input checked="" type="radio"/> A. <u>AB Compact Logix</u> B. _____ C. _____
14.	16460	Transformer	A. <u>Square D</u> B. <u>General Electric</u> <input checked="" type="radio"/> C. <u>Cutler-Hammer</u>
15.	17110	Panel Enclosures	<input checked="" type="radio"/> A. <u>Hoffman</u> B. <u>Tesco</u> C. _____

Notes:

1. Not all major products and systems are included in the table above; only those items related to mechanical equipment. Other products, such as concrete, steel and piping are not included.
2. Items in this table must be circled or completed for the bid.

BIDDER



Rudolph E. Bachmann, President/Secretary
(Signature)

6/2/2023

(Date)

END OF SECTION

SECTION 00440

COMPLIANCE STATEMENT

SDA
Form RD 400-6
(Rev. 2-98)

This statement relates to a proposed contract
with the City of San Juan Bautista

(Name of borrower or grantee)

who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor. I represent that:

1. I ☒ have, ☐ have not, participated in a previous contract or subcontract subject to Executive Order 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
2. If I have participated in such a contract or subcontract, I ☒ have, ☐ have not, filed all compliance reports that I have been required to file in connection with the contract or subcontract.

If the proposed contract is for \$50,000 or more and I have 50 or more employees, I also represent that:

3. I ☒ have, ☐ have not, previously had contracts subject to the written affirmative action program requirements of the Secretary of Labor.
4. If I have participated in such a contract or subcontract, I ☒ have, ☐ have not, developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required or me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS, or RUS, or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other

storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): (See Reverse).

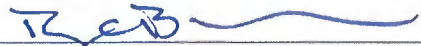
RD 400-6 (Rev. 2-98)

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS
FOR
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: 6/2/2023



Signature of Bidder or Prospective Contractor
Rudolph Bachmann, President/Secretary

645 Clarion Ct., San Luis Obispo, CA 93401

Address (including Zip Code)

END OF SECTION

SECTION 00450

CERTIFICATION REGARDING DEBARMENT

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion – Lower Tier Covered Transactions.**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

<u>Specialty Construction, Inc.</u>	<u>Sanitary Sewer Force Main to Hollister Project, City of San Juan Bautista</u>
Organization Name	PR/Award Number or Project Name

<u>Rudolph C. Bachmann, President/Secretary</u>
Name(s) and Title(s) of Authorized Representative(s)

 Signature(s)	<u>6/2/2023</u> Date
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Form AD-1048 (1/92)

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly entered into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)

END OF SECTION

SECTION 00451
QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Specialty Construction, Inc.		
Corporate Office			
Name:	Tom Seidel	Phone number:	(805) 543-1706
Title:	Civil Division Manager	Email address:	tseidel@speciatlyconstruction.com
Business address of corporate office:	645 Clarion Ct. San Luis Obispo, CA 93401		
Local Office			
Name:	Tom Seidel	Phone number:	(805) 543-1706
Title:	Civil Division Manager	Email address:	tseidel@speciatlyconstruction.com
Business address of local office:	645 Clarion Ct. San Luis Obispo, CA 93401		

1.02 Provide information on the Business's organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	1991	State in which Business was formed:	CA
Is this Business authorized to operate in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	N/A.	Affiliation:	
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Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Rudolph C. Bachmann	Title:	President/Secretary
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$unlimited
Name:	Jeffery W. Martin	Title:	Sr. Vice President
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$10,000,000.00
Name:	William D. Clay	Title:	Vice President
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$5,000,000.00
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	Contractors License / Class A, B		
Licensing Agency:	Contractors State License Board (California)		
License No:	619361	Expiration Date:	2/28/2025
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

N/A.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		

<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		
<input type="checkbox"/> Other		
<input type="checkbox"/> None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Rudolph C. Bachmann	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
T1-Annual Trench/Excavation Permit	CA DIR Div. of Occupational Safety & Health	1/11/2023
SCI employees undergo several types of safety training - additional information available upon request.		

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2022			2021			2020		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Specialty Construction, Inc.	89%	2.63	228,119	85%	.98	203,520	66%	4.28	186,926
Subcontractors (as applicable) to be submitted post bid by the apparent low bidder in accordance with Addendum # 3.									

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	Pacific Premier Bank		
Business address:	1144 Morro St. San Luis Obispo, CA 93401		
Date of Business's most recent financial statement:	2021; 2022 Financials being finalized	<input type="checkbox"/> Attached *	
Date of Business's most recent audited financial statement:	N/A **	<input type="checkbox"/> Attached	
Financial indicators from the most recent financial statement			

*Financial statements to be submitted post bid by the apparent low bidder in accordance with Addendum # 5.

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Contractor's Current Ratio (Current Assets ÷ Current Liabilities)	approx. 1.44**
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)	approx. 1.27*

**Based off internal preparation, numbers for 2022 still being finalized.

ARTICLE 6—SURETY INFORMATION

- 6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Harco National Insurance Company		
Surety is a corporation organized and existing under the laws of the state of:	Illinois		
Is surety authorized to provide surety bonds in the Project location?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?			
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Mailing Address (principal place of business):	1701 Golf Road Suite 600 Rolling Meadows IL 60008		
Physical Address (principal place of business):	1701 Golf Road Suite 600 Rolling Meadows IL 60008		
Phone (main):	(925) 658-9260	Phone (claims):	(925) 658-9260

ARTICLE 7—INSURANCE

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
Hartford Fire Insurance Company	Commerical General Liability
Hartford Casualty Insurance Company	Automobile Liability & Excess Liability
Sentinel Insurance Company Ltd	Workers Compensation & Employers Liability
Are providers licensed or authorized to issue policies in the Project location?	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Does provider have an A.M. Best Rating of A-VII or better?	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Mailing Address (principal place of business):	The Hartford Financial Services Group, Inc. 690 Asylum Avenue Hartford, CT 06155
Physical Address	The Hartford Financial Services Group, Inc.

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(principal place of business):	1 Hartford Plaza		
	Hartford, CT 06115-1701		
Phone (main):	(860) 547-5000	Phone (claims):	1 (800) 327-3636

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	103
Estimate of revenue for the current year:	\$72,000,000
Estimate of revenue for the previous year:	\$109,091,000

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:				
As a general contractor:	20+	As a joint venturer:	N/A.	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Been a party to any currently pending litigation or arbitration? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Provide full details in a separate attachment if the response to any of these questions is Yes.				

See attached "Claim Statement; Garden Street SLO Partners, LP."

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business's safety performance if required by Paragraph 4.02.
- D. Financial statements as required by Paragraph 5.01.
- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Specialty Construction, Inc.
(typed or printed name of organization)

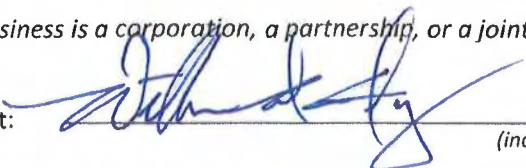
By: 
(individual's signature)

Name: Rudolph C. Bachmann
(typed or printed)

Title: President/Secretary
(typed or printed)

Date: 6/2/2023
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
(individual's signature)

Name: William D. Clay
(typed or printed)

Title: Vice President, Civil Division
(typed or printed)

Address for giving notices:
645 Clarion Ct.
San Luis Obispo, CA 93401

Designated Representative:

Name: Tom Seidel
(typed or printed)

Title: Civil Division Manager
(typed or printed)

Address:
645 Clarion Ct.
San Luis Obispo, CA 93401

Phone: (805) 543-1706

Email: tseidel@speciatlyconstruction.com

Schedule A—Current Projects (Civil Division)

Name of Organization	Specialty Construction, Inc.				
Project Owner	Kern Delta Water District	Project Name	Sunset Ponds Pipeline and Pump Station		
General Description of Project	Installation of inlet structure, pump station, building and discharge pipeline				
Project Cost	\$3,760,908	Date Project	Start Date: 10/03/2022 Estimated Completion Date: 01/2023		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Tom Seidel	Russ Alnas	Tom Seidel	Russ Alnas	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Chris Bellue		Kern Delta Water District	(661) 834 - 4656	chris@kerndeltaorg
Designer	Bill Zeiders		Zeiders Consulting	(661) 589 - 8366	wzeiders@zeidersconsulting.com
Construction Manager	See Designer				

Project Owner	Pixley Public Utility District		Project Name	Park Drive Water Main Extension	
General Description of Project	The work shall include removal or abandonment of existing utilities, reconnection of existing water services construction of new facilities, jack and bore crossing State Route 99, earthwork, and incidentals for complete & usable facilities.				
Project Cost	\$1,723,435	Date Project	Start Date: 01/16/2023 Estimated Completion Date: 10/2023		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Tom Seidel	Russ Alnas	Tom Seidel	Russ Alnas	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Maija Madec	Owners Representative	Provost & Prichard Consulting Group	(559) 449 - 2700	mmadec@ppeng.com
Designer	Melissa Santillanez		Provost & Prichard Consulting Group	(559) 449 - 2700	msantillanez@ppeng.com
Construction Manager	See Owners Representative				

Project Owner	Montecito Water District		Project Name	Water Main Relocation at US 101 and Ferndale Point	
General Description of Project	Installation of new water main under highway 101 via bore and jack				
Project Cost	\$840,838	Date Project	Estimated Start Date: 08/01/23 Estimated Completion Date: 10/30/23		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Jason Bates	TBD	Jason Bates	TBD	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Adam Kanold	Engineering Manager	Montecito Water District	(805) 969-2271	akanold@montecitowater.com
Designer	See Owner				
Construction Manager	See Owner				

Schedule A—Current Projects (Civil Division)

Name of Organization	Specialty Construction, Inc.				
Project Owner	Riverdale Public Utility District		Project Name	Wastewater Treatment Plant Improvement Project	
General Description of Project	Construction of a new force main from the lift station to the wastewater treatment plant, wastewater treatment facilities, and site grading and drainage				
Project Cost	\$8,771,376		Date Project	Start Date: 10/01/21 Estimated Completion Date: 09/2023	
Key Project Personnel	Project Manager		Project Superintendent		Safety Manager
Name	Tom Seidel		Ryan Bognuda		Tom Seidel
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Vincent Romero	District Manager	Riverdale Public Utility District	(559) 867-3838	vromero@riverdalepud.com
Designer	Maija Madec		Provost & Pritchard Consulting Group	(559) 449-2700	mmadec@ppeng.com
Construction Manager	See Designer				

Project Owner	North Kern Water Storage District		Project Name	Pipeline and Pump Station			
General Description of Project	Construction of approximately 31,000 linear feet of PVC pipeline and construction of pump station						
Project Cost	\$11,234,924		Date Project	Start Date: 12/01/2021 Estimated Completion Date: 08/2023			
Key Project Personnel	Project Manager		Project Superintendent		Safety Manager	Quality Control Manager	
Name	Tom Seidel		Ramzie Cooks		Tom Seidel	Ramzie Cooks	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)							
	Name		Title/Position		Organization	Telephone	Email
Owner	Ram Venkatesan		N/A		North Kern Water Storage District	661-393-2696	ram@northkernwsd.com
Designer	Kevin Yao		Owners Representative		GEI Consultants, Inc.	(661) 327-7601	kyao@geiconsultants.com
Construction Manager	See Designer						

Project Owner	City of Avenal		Project Name	18" Water Transmission Pipeline Replacement Project			
General Description of Project	Installation of 18" water line and appurtenances with valves						
Project Cost	\$6,419,602.00		Date Project	Start Date: 07/18/2022 Estimated Completion Date: 07/2023			
Key Project Personnel	Project Manager		Project Superintendent		Safety Manager	Quality Control Manager	
Name	Jason Bates		Ryan Bognuda		Jason Bates	Ryan Bognuda	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)							
	Name		Title/Position		Organization	Telephone	Email
Owner	Antony Lopez		City Manager		City of Avenal	(559) 386-5782	alopez@cityofavenal.us
Designer	Brian Skaggs				Summers Engineering, Inc.	559-582-9237	bjs@summerseng.com
Construction Manager	See Designer						

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Schedule A—Current Projects (Civil Division)

Name of Organization	Specialty Construction, Inc.				
Project Owner	Pixley Public Utility District		Project Name	Pixley Well Rehabilitation & Pipeline Replacement - Pipeline Portion	
General Description of Project	The work shall include clearing and grubbing, removal or abandonment of existing utilities, reconnection existing water services, construction of new facilities, earthwork, and mechanical items, for complete and usable facilities.				
Project Cost	\$750,324		Date Project	Start Date: 1/16/2023 Estimated Completion Date: 06/2023	
Key Project Personnel	Project Manager		Project Superintendent		Quality Control Manager
Name	Tom Seidel		Russ Alnas		Russ Alnas
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Michael Taylor	Owners Representative	Provost & Pritchard Consulting Group	(559) 449-2700	mtaylor@ppeng.com
Designer	Maija Madec		Provost & Pritchard Consulting Group	(559) 449-2700	mmadec@ppeng.com
Construction Manager	See Owner Representative				

Project Owner	City of Solvang		Project Name	Fredensborg Canyon Waterline Replacement	
General Description of Project	Waterline replacement				
Project Cost	\$762,408		Date Project	Start Date: 02/2023 Estimated Completion Date: 06/2023	
Key Project Personnel	Project Manager		Project Superintendent		Quality Control Manager
Name	Jason Bates		Stephen Mendenhall		Stephen Mendenhall
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Joe Acosta		City of Solvang	(805) 688-5575	jacosta@cityofsolvang.com
Designer	Alan Braatvedt		Sun Beam Consulting	(310) 525-0684	alan@sunbeamtech.net
Construction Manager	See Owner				

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager		Project Superintendent		Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization	Specialty Construction, Inc.				
Project Owner	Pajaro Valley Water Management Agency		Project Name	F-Line Pipeline Project	
General Description of Project	Installation of approx. 9,900 lf of HDPE distribution pipeline ranging from 10" 30" in dia.; approx. 35 lf of 24" dia. steel pipe; pipeline appurtenances such as blowoffs, air valves, isolation valves, cathodic protection, & six agricultural turnouts to provide approx. 1,400 acre-feet-per-year of supplemental irrigation water to 700 irrigated acres in addition to the existing 5,500-acre service area; pavement replacement & traffic control.				
Project Cost	\$3,131,348.23		Date Project	Date of Completion: 12/18/2020	
Key Project Personnel	Project Manager		Project Superintendent		Safety Manager
Name	Tom Seidel		Russ Alnas		Russ Alnas
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Brian Lockwood	N/A	Pajaro Valley Water Management Agency	(831) 722-9292	lockwood@pvwma.dst.ca.us
Designer	Melanie Carrido	Construction Manager	Covello A Pomas Company (Melanie no longer with Pomas)	(925) 330-0343	Melanie.Carrido@mwhconstructors.com
Construction Manager	See Designer				

Project Owner	City of Atascadero		Project Name	Traffic Way Sewer Improvements	
General Description of Project	Const. of approx. 5,500 lf of new sanitary sewer, ranging in size from 8-21" dia., within the public ROW of Traffic Way, & properties owned by the City including the Lift Station No. 6 site, & the Colony Park Community Center. The project also includes abandonment of existing sewers & partial resurfacing of paved roads along the project alignment.				
Project Cost	\$3,026,092		Date Project	Completion Date: 06/01/2022	
Key Project Personnel	Project Manager		Project Superintendent		Safety Manager
Name	Jason Bates		Brent Davis		Brent Davis
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Ryan Hayes	Deputy Director of Public Works	City of Atascadero	(805) 470-3424	rhayes@atascadero.org
Designer	See Owner		MNS Engineers, Inc.	(805) 787-0326	
Construction Manager	See Owner				

Project Owner	Sunnyslope County Water District		Project Name	Crosstown Pipeline Project	
General Description of Project	Water pipeline installation, site grading; repair of roads, walkways; modifications to several existing structures; new booster pump station with enclosed building; new electric control centers, & new electric service; new chemical feed system; together with assoc. site work, fencing, water systems piping, electrical work, instrumentation, painting, pumping system, mechanical, architectural & demo.				
Project Cost	\$5,246,998		Date Project	Project Completion Date: 07/18/2018	
Key Project Personnel	Project Manager		Project Superintendent		Safety Manager
Name	Tom Seidel		Russ Alnas		Russ Alnas
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Rob Hillebrecht		Sunnyslope County Water District	(831) 637-4670	rob@sscwd.org
Designer	James Bowland	Project Manager	Kennedy Jenks Consultants	(408) 578-4501	jamesbowland@kennedyjenks.com
Construction Manager	See Owner				

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Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner	North Kern Water Storage District		Project Name	Pipeline and Pump Station	
General Description of Project	Construction of approximately 31,000 linear feet of PVC pipeline and construction of pump station				
Project Cost	\$11,234,924		Date Project	Start Date: 12/01/2021 Estimated Completion Date: 08/2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Tom Seidel	Ramzie Cooks	Tom Seidel	Ramzie Cooks	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Ram Venkatesan	N/A	North Kern Water Storage District	661-393-2696	ram@northkernwsd.com
Designer	Kevin Yao	Owners Representative	GEI Consultants, Inc.	(661) 327-7601	kyao@geiconsultants.com
Construction Manager	See Designer				

Project Owner	Templeton Community Services District		Project Name	East Side Force Main and Lift Stations Project	
General Description of Project	Construction of two new lift stations, upgrading the West Side Lift Station, and installing approx. 3.3 miles of sewer force main and gravity pipelines, including 3 HDD crossings and one jack and bore section.				
Project Cost	\$5,720,286.09		Date Project	Project Completion Date: 10/01/2019	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Doug Clay	Nick Grove	N/A	N/A	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Tina Mayer	District Engineer	Templeton Community Services District	(805) 434-4900	tlm@templetoncsd.org
Designer	Joseph Reichmuth	Design Engineer	MKN Associates	(805) 904-6530	jreichmuth@mknassociates.us
Construction Manager	See Owner				

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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Schedule C—Key Individuals

Project Manager			
Name of individual		Tom Seidel	
Years of experience as project manager		20+	
Years of experience with this organization		17	
Number of similar projects as project manager		40+	
Number of similar projects in other positions		40+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Valencia Creek Sewer Relocation		10%	12/2023
-Park Drive Water Main Extension		10%	10/2023
-Wastewater Treatment Plant Improvement Project		15%	09/2023
-Pipeline and Pump Station		15%	08/2023
-Pixley Well Rehabilitation & Pipeline Replacement - Pipeline Portion		15%	06/2023
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Melanie Carrido	Name	Maureen Hamilton
Title/Position	Northern California Regional Manager	Title/Position	Engineer
Organization	MWH Constructors	Organization	Monterey Peninsula Water Management District
Telephone	(925) 330-0343	Telephone	(831) 658-5622
Email	Melanie.Carrido@mwhconstructors.com	Email	mhamilton@mpwmd.net
Project	Pure Water Monterey Groundwater Replenishment Project - Injection Well Facilities, Phase 3	Project	Pure Water Monterey Groundwater Replenishment Project - Injection Well Facilities, Phase 3
Candidate's role on project	Project Manager / Safety Manager	Candidate's role on project	Project Manager / Safety Manager
Project Superintendent			
Name of individual		Russ Alnas	
Years of experience as project superintendent		20+	
Years of experience with this organization		17	
Number of similar projects as project superintendent		40+	
Number of similar projects in other positions		40+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
-Pipeline and Pump Station		15%	08/2023
-Sunset Ponds Pipeline & Pump Station		15%	01/2024
-Pixley Well Rehabilitation & Pipeline Replacement - Pipeline Portion		15%	06/2023
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Melanie Carrido	Name	Maureen Hamilton
Title/Position	Northern California Regional Manager	Title/Position	Engineer
Organization	MWH Constructors	Organization	Monterey Peninsula Water Management District
Telephone	(925) 330-0343	Telephone	(831) 658-5622
Email	Melanie.Carrido@mwhconstructors.com	Email	mhamilton@mpwmd.net
Project	Pure Water Monterey Groundwater Replenishment Project - Injection Well Facilities, Phase 3	Project	Pure Water Monterey Groundwater Replenishment Project - Injection Well Facilities, Phase 3
Candidate's role on project	Superintendent / QC Manager	Candidate's role on project	Superintendent / QC Manager


Safety Manager			
Name of individual		Tom Seidel	
Years of experience as project manager		20+	
Years of experience with this organization		17	
Number of similar projects as project manager		40+	
Number of similar projects in other positions		40+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Valencia Creek Sewer Relocation		10%	12/2023
-Park Drive Water Main Extension		10%	10/2023
-Wastewater Treatment Plant Improvement Project		15%	09/2023
-Pipeline and Pump Station		15%	08/2023
-Pixley Well Rehabilitation & Pipeline Replacement - Pipeline Portion		5%	06/2023
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Melanie Carrido	Name	Maureen Hamilton
Title/Position	Northern California Regional Manager	Title/Position	Engineer
Organization	MWH Constructors	Organization	Monterey Peninsula Water Management District
Telephone	(925) 330-0343	Telephone	(831) 658-5622
Email	Melanie.Carrido@mwhconstructors.com	Email	mhamilton@mpwmd.net
Project	Pure Water Monterey Groundwater Replenishment Project - Injection Well Facilities, Phase 3	Project	Pure Water Monterey Groundwater Replenishment Project - Injection Well Facilities, Phase 3
Candidate's role on project	Project Manager / Safety Manager	Candidate's role on project	Project Manager / Safety Manager
Quality Control Manager			
Name of individual		Russ Alnas	
Years of experience as project superintendent		20+	
Years of experience with this organization		17	
Number of similar projects as project superintendent		40+	
Number of similar projects in other positions		40+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
-Pipeline and Pump Station		15%	08/2023
-Sunset Ponds Pipeline & Pump Station		15%	01/2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Melanie Carrido	Name	Maureen Hamilton
Title/Position	Northern California Regional Manager	Title/Position	Engineer
Organization	MWH Constructors	Organization	Monterey Peninsula Water Management District
Telephone	(925) 330-0343	Telephone	(831) 658-5622
Email	Melanie.Carrido@mwhconstructors.com	Email	mhamilton@mpwmd.net
Project	Pure Water Monterey Groundwater Replenishment Project - Injection Well Facilities, Phase 3	Project	Pure Water Monterey Groundwater Replenishment Project - Injection Well Facilities, Phase 3
Candidate's role on project	Superintendent / QC Manager	Candidate's role on project	Superintendent / QC Manager

SECTION 00457

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder Specialty Construction, Inc.

Signature 

Name Rudolph C. Bachmann

Title President/Secretary

Dated 6/2/2023

END OF SECTION

SECTION 00460

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

RD Instruction 1940-Q
Exhibit A-1

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form – LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

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



(Name) Rudolph C. Bachmann

6/2/2023

(Date)

President/Secretary
(Title)

(08-21-91) PN 171

END OF SECTION

City of San Juan Bautista

ADDENDUM NO. 1 City of San Juan Bautista Sanitary Sewer Force Main to Hollister Project 4-28-2023

The following changes additions and clarifications are hereby made part of the contract documents for the above referenced project and shall be taken into account in the preparation of all proposals and the execution of all work. Work shall conform to the requirements of the original contract documents and addenda wherever they apply.

All bidders shall acknowledge receipt of this addendum via response to the email transmission of this addendum AND on the bid proposal form.

Changes to Bid Documents:

1. Revised plans and Specifications have been posted under the following file names (Link to Document):
 - a. San Juan Bautista BID SET Vol. 1 SPECIFICATIONS- SEWER FORCE MAIN TO HOLLISTER PROJECT 4-28-2023
(<https://mnsengineers.box.com/s/1ngsptkm9mtpue1dx97wl2cn99hd02qy>)
 - b. San Juan Bautista BID PLAN SET Vol. 2- SANITARY SEWER FORCE MAIN TO HOLLISTER PROJECT V3 4-28-2023
(<https://mnsengineers.box.com/s/97x4y1hj1ftzpmytadeln1ux9i804foe>)
 - c. San Juan Bautista BID PLAN SET - 129-154 RANCHO VISTA TRACT REFERENCE SHEETS 4-28-2023 (<https://mnsengineers.box.com/s/hm6wfiny5jbgdhn6i294cqv4yfr9s06g>)
2. NOTE: There are no DBE Good Faith Efforts required.
3. Bid opening date remains the same: May 26, 2023 at 2:00 pm local time.

City Contact: Douglas Pike at dpike@mnsengineers.com or (805) 331-3553. Please acknowledge receipt of this Addendum.

End of Addendum 1

City of San Juan Bautista

ADDENDUM NO. 2 **City of San Juan Bautista** **Sanitary Sewer Force Main to Hollister Project** **5-10-2023**

The following changes additions and clarifications are hereby made part of the contract documents for the above referenced project and shall be taken into account in the preparation of all proposals and the execution of all work. Work shall conform to the requirements of the original contract documents and addenda wherever they apply.

All bidders shall acknowledge receipt of this addendum via response to the email transmission of this addendum AND on the bid proposal form.

Changes to Bid Documents:

1. The following Questions and Answers are provided:
 - a. Question: Please confirm that C153 MJ compact fittings are acceptable for the buried discharge piping at the Headworks/Pump Station area for the Hollister Project.
Answer: Compact fittings are acceptable upstream of the pig launch station subject to meeting the specification and restraint requirements.
 - b. Question: Can Primex be added as a possible system integrator.
Answer: Primex, 859 Cotting Court, Ste. G, Vacaville, CA 95688, (707) 449-0341 Ext 7217, is an acceptable or equal system integrator.
2. New Specification Provision: If delays are caused by electrical equipment supply issues (control panels, variable speed drives, etc.) or by PG&E support, the Contractor shall complete all other work not affected within the timeframe of the original contract. Any remobilization shall be mitigated so far as is possible by limiting it to the electrical subcontractor and minimizing essential General contractor personnel, facilities, and support equipment.
3. A Caltrans Encroachment Permit Has been issued for the project. The Contractor shall be responsible for compliance of all the provisions of this permit. The permit is attached as Exhibit 1 of this addendum. All costs associated with complying with this permit shall be included in the unit prices in the current Bid Schedule and no other compensation shall be provided.
4. Bid opening date remains the same: May 26, 2023 at 2:00 pm local time.

City Contact: Douglas Pike at dpike@mnsengineers.com or (805) 331-3553. Please acknowledge receipt of this Addendum.

End of Addendum 2

City of San Juan Bautista

ADDENDUM NO. 3 City of San Juan Bautista Sanitary Sewer Force Main to Hollister Project 5-17-2023

The following changes additions and clarifications are hereby made part of the contract documents for the above referenced project and shall be taken into account in the preparation of all proposals and the execution of all work. Work shall conform to the requirements of the original contract documents and addenda wherever they apply.

All bidders shall acknowledge receipt of this addendum via response to the email transmission of this addendum AND on the bid proposal form.

Changes to Bid Documents:

1. The following Questions and Answers are provided:

- a. **Question:** For those areas/streets to receive AC overlay (which we have identified to be roads from San Juan Hwy/First Street to end of existing paved road on Mitchell Road): Is the AC section shown in the C302B Table "Street Zone" at grade or are we to bring that down 3" to account for the additional 3" of overlay?

Response: The Street Zone is 3" below final grade if there is an overlay. The final grade elevation will be 3 inches higher than the existing grade elevation if the two-lane overlay is included (no grinding is required). If one lane overlay is included, the final grade elevation will match the existing grade elevation (grinding is required). If the overlay is not included and only a T-trench is included, the final grade elevation will match the existing grade, and the street zone is at existing grade. Please see typical detail C302B footnote 3, which states, "IF THE OVERLAY IS REMOVED COMPLETELY AND THE T - TRENCH INSTALLED, 3 INCHES OF AC MUST BE ADDED TO THE STREET ZONE FOR THE IDENTIFIED ROADS." Please also note the footnotes included in typical detail C302C which discuss grinding requirements.

- b. **Question:** "I understand that there's a design build aspect to the SJB SSFM to Hollister project that depends on the findings and recommendations of the Geotech firm that we hire for this project. Does the owner have a separate contingency if such findings requires significant deviations from the plans, say we now have to go deeper on the pump station or move the alignment of piping at the WWTP? What features of the project will be most affected by the report?"

Response: As you note and as described in the specs, geotech information and final structural design is required at the pump station site. We did our best to design the facilities sufficient for bidding with the hope that your design-build engineer would more or less confirm what what's shown on the drawings. However, upon completion of final structural calculations, we are aware that some quantities may change, which could invoke a change order. The main feature of the project that will be affected is the wet well foundation. Flatwork and equipment foundations will also be affected (all new structural elements at the pump station site).

- c. **Question:** The details on Drawing C003 show one conduit, but the specifications require three. Please clarify.

Response: The conduit shown on Drawing C003 is symbolic. The specification provides the conduit count and size details, which include three 1.25" conduits. Refer to specifications.

- d. **Question:** Is there tree removal at the San Juan Bautista pump station site.

Response: Refer to the specifications for clearing and grubbing requirements. In addition to typical clearing and grubbing, bidders are informed that there are some larger bushes and small trees to be removed and wasted. For purposes of bidding, assume an additional five 4-inch tree/bushes to remove.

City of San Juan Bautista

ADDENDUM NO. 3 City of San Juan Bautista Sanitary Sewer Force Main to Hollister Project 5-17-2023

- e. **Question:** 15010-3 Piping Materials Schedule, Exposed, Raw Sewage (Pressure); is (i) correct the one below is (l)?
- Response:** RS exposed pressure pipe should reference footnotes (e) and (l). The reference to footnote (i) is incorrect.
- f. **Question:** What is the last day to submit questions?
- Response:** 5 working days before Bid Opening.
- g. **Question:** Regarding Bid Bond adjustment to reflect a revised bid opening date: are we able to have our surety line this out and write-in with correct bid opening date
- Response:** Yes, use the same form supplied in the specifications
- h. **Question:** Please provide a detailed description of bid items. If I have missed it in the specifications, please point me to the appropriate section.
- Response:** The bid form is broken out to cover 57 items, each with some description. Please request which bid item(s) specifically requires further description. Per the note at the bottom of the bid form, the Contractor is to bid a complete project per the plans and specifications and for any project elements not specifically identified in a specific bid item to be included in a related bid item such that the whole bid is complete. For example, if there is curb repairs are required along part of the pipe alignment, that value can be included in a pipe item or a pavement item.
- i. **Question:** Will the Owner consider allowing the subcontractors 3-year EMR, TRFR, and MH history to be to be a post-bid item, required from the apparent low bidder/awarded Contractor's applicable Subcontractors (or some other post-bid option)?
- Response:** Upon receipt of bids and identification of the apparent low bidder, low bidder must provide Qualifications in accordance with Specification 00451 for subcontractors within 48 hours.
- j. **Question:** What is the flow rate of the headworks in MGD to size the bypass?
- Response:** the peak flow to the pump station facility is 1.7 Mgal/d
2. Bid opening date has been extended by one week: The new Bid Opening Date is June 2, 2023 at 2:00 pm local time.
3. A list of Attendees to the mandatory pre bid conference held on 05-11-2023 is attached as Attachment 1.

City Contact: Douglas Pike at dpike@mnsengineers.com or (805) 331-3553. Please acknowledge receipt of this Addendum.

End of Addendum 3

City of San Juan Bautista

ADDENDUM NO. 4 City of San Juan Bautista Sanitary Sewer Force Main to Hollister Project 5-24-2023

The following changes additions and clarifications are hereby made part of the contract documents for the above referenced project and shall be taken into account in the preparation of all proposals and the execution of all work. Work shall conform to the requirements of the original contract documents and addenda wherever they apply.

All bidders shall acknowledge receipt of this addendum via response to the email transmission of this addendum AND on the bid proposal form.

Changes to Bid Documents:

1. The following Questions and Answers are provided:

a. **Question:** Please confirm the Current Plan Set.

Response: The Current Plan Set Remains the same as was transmitted via link on Addendum 1. Refreshed links as follows:

San Juan Bautista BID SET Vol. 1 SPECIFICATIONS- SEWER FORCE MAIN TO HOLLISTER PROJECT 4-28-2023 (<https://mnsengineers.box.com/s/1ngsptkm9mtpue1dx97wl2cn99hd02qy>)

San Juan Bautista BID PLAN SET Vol. 2- SANITARY SEWER FORCE MAIN TO HOLLISTER PROJECT V3 4-28-2023 (<https://mnsengineers.box.com/s/97x4ylhj1ftzpmytadelnlux9i804foe>)

San Juan Bautista BID PLAN SET - 129-154 RANCHO VISTA TRACT REFERENCE SHEETS 4-28-2023 (<https://mnsengineers.box.com/s/hm6wfiny5jbgdhn6i294cgv4yfr9s06g>)

b. **Question:** Is the Bid form to be modified in response to any questions?

Response: Yes. See attached revised bid sheet "SECTION 00410, ADDENDUM NO. 4, BID FORM FOR CONSTRUCTION CONTRACT" 11 Pages.

Modification: Use new Addendum No. 4 Bid Form, attached. The bid form changes include 1) all paving is in the base bid; 2) an allowance for spot pavement repairs to be made as determined in the field with the Construction Manager is added to the base bid; 3) conduit is in the base bid; and 4) deductive bid items are modified to reflect changes to these base bid items

c. **Correction to the Addendum No. 3 -Question:** What is the flow rate of the headworks in MGD to size the bypass?

Revised Response: the peak flow to the pump station facility is 1.7 Mgal/d; 1.7 Mgal/d is the peak "future" flow rate for the headworks 'bypass' screen. Current peak flows are less than 0.8 mgd. However, bypassing will not be allowed during peak flows unless approved by the City, which occur during or after rain events. Bypass flows during dry construction conditions can target 0.5 Mgal/d, or less. Average daily dry weather flows are 0.16 Mgal/d, but may vary from 0.05 Mgal/d to 0.3 Mgal/d+/-.

d. **Question:** What is the calculation for determining the lowest responsive bid. Is it the base bid total only, the base bid and the sum of all alternate bid items? Please advise.

Response: The lowest responsive, responsible bid will be based on the Base Bid value only. The alternative bid items may or may not be utilized after selection of the lowest responsive, responsible bidder.

e. **Question:** Please review additive Item F. The Bid item description includes 'T-Trench' but if this item is selected and the single lane option, base bid, is selected then no T-trench is required. Shouldn't this item, F, just be for adding the conduit work and the T-trench for the conduit be assigned to Item B. Please advise.

Response: See attached revised bid form. Key changes include having pavement for both lanes in the base bid, adding an allowance for spot road repairs in preparation for

City of San Juan Bautista

ADDENDUM NO. 4

City of San Juan Bautista

Sanitary Sewer Force Main to Hollister Project

5-24-2023

the overlay, including the conduit in the base bid, and adjusting the deductive bid items to match the base bid changes. The T-trench related to the conduit deductive bid item has been removed.

- f. **Question:** Will the contractor be allowed to leave its equipment and materials along the shoulder of the roadway at the end of each shift or will the contractor have to haul on/off equipment & materials everyday? Please advise.

Response: The Contractor should be prepared to establish standard Caltrans crash cushions and k-rail protection to secure equipment and materials on the roadway shoulders, or secure equipment and materials 30 feet or more from the travel lane. The Contractor is required to secure a County encroachment permit which should describe use of County rights of way.

- g. **Question:** Please confirm that the biologist & the biological related work is being performed by The District.

Response: The City will provide the biological monitor for the project. However, Contractor cooperation with inspections and contractor training participation to observe and be aware of certain wildlife during construction activities is required.

- h. **Question:** Does the District intend to keep any of the dirt spoils generated from the pipeline excavation? If yes is there a maximum quantity that the District can take and where should the contractor plan on dumping the spoils?

Response: The City does not intend to retain any dirt spoils generated from the project except as required to complete the site work at the pump station area, which is very limited. The contractor shall dispose of waste spoils.

- i. **Question:** Can you publish the pre-bid attendance sign-in sheet?

Response: The pre-bid attendee list is provided with this Addendum No. 4. The current Plan-holder list is also attached.

- j. **Question:** For Bid Item 42 Throttling Valve and Appurtenances (flow control from storage), is the throttling valve same as the MOV 1341 6" Control Valve shown on sheet C022 detail 1?

Response. Yes, reference the control valve and throttling valve are the same. Note that the revised bid form has the throttling valve as Bid Item 44.

- k. **Question:** Contractor requests the City make an addition to the Form Sample Contract; @Section 4.05 Pleas add Sub Sec. C 5. "A change in Federal, State, or local law or ordinance; orders or judgments of any Federal, State or local court, administrative agency or governmental body; change in permit conditions."

Response: Changes to rules and regulations through the course of the project will be resolved with the Contractor on a case by case basis.

- l. **Question:** Have the materials specified for removal from the Lagoon and the components of the Lagoon been tested at any time over the previous 10 years for PFAS / PFOA or other harmful chemical Components? If so, would the City be willing to share the results of these test results?

Response: No PFAS / PFOA data is available, but if it was, it would be shared with the Contractor.

- m. **Question:** Does the City have any plans to test the materials specified in the agreement to be removed for PFAS /PFOA or other harmful chemicals during the duration of the contractual agreement term?

City of San Juan Bautista

ADDENDUM NO. 4

City of San Juan Bautista

Sanitary Sewer Force Main to Hollister Project

5-24-2023

Response: There are no plans to test for PFAS / PFOA or other harmful chemicals during the project. The Contractor shall complete its own testing as appropriate to complete the work safely and legally.

- n. **Question:** Will the City agree in advance to issue NTP within 60 days of Notice of award to the selected contractor or to allow the selected Contractor to modify the bid price, should the City not provide notice to proceed (NTP) within 60 days of the notification of award of the contract? With any price adjustment to be commensurate with actual adjustment in market conditions, to include CPI adjustment and DOT specified Fuel Adjustment Surcharge reflective of the Regional Fuel Price adjustment as defined by DOT?

Response: A Bid CPI adjustment is not included in the bid process. Notice of Award is anticipated to be within 60 days from bid opening. Bids shall account for the schedule provided in the contract documents and addenda, including the possibility that electrical related improvements may be delayed due to lead time items. For purposes of estimating sludge removal work, which must occur as the last part of the project – after electrical improvements are complete – the Contractor may assume that sludge removal work begins 18-months after Award and must be completed within 12 months. No other project related work will be permitted to extend beyond the timelines provided just because electrical or sludge work scheduling is extended.

- o. **Question:** Will the City allow for proposals to include price modifications during the term of the agreement for CPI adjustment (based on local geographic region) and Fuel adjustment surcharges (Quarterly, and based on DOT Fuel Adjustment for geographic area of the contract performance)?

Response: Bid CPI or fuel cost adjustments are not included in the bid process.

- p. **Question:** 15110 - 3.1 - Paragraph d. Are underground fiber enclosures required to be provided with this contract? The fiber cable is future so the fiber enclosures should be provided and installed by whoever is doing the future fiber work. Please confirm. If they are in the contract - please clarify if you want one installed in every pullbox?

Response: Fiber enclosures are not required. They will be installed when the fiber optic cables are placed.

- q. **Question:** 15110 - 3.1 - Paragraph f. Are Aria Dual Door AWM wall mount splice boxes required as part of this contract? If so - how many are required? This paragraph says all locations, but we need more information as to where these are required?

Response: The noted splice boxes enclosures are not required with this project.

- r. **Question:** I am emailing you today regarding the above referenced project. Bid item 7 Tree Removals says there are 5 EA; however, in the plans I counted 7 trees to be removed. Please clarify how many trees are to be removed.

Response: Five trees are designated in the bid form to capture a unit price per tree removal and total cost for up to 5 trees. It is hoped that some trees can be saved or just limbed and therefore the final field direction for tree removal may change. It is possible that more or less than 5 trees are removed.

- s. **Question:** Would you provide additional details regarding the bypassing scope for this project? Location where bypassing will be required, upstream and downstream (intake & discharge points) and flow-rates?

City of San Juan Bautista

ADDENDUM NO. 4

City of San Juan Bautista

Sanitary Sewer Force Main to Hollister Project

5-24-2023

Response: Refer to Specification 01020 – Modifications of Existing Facilities and Order of Work. Also refer to site piping drawings. Site piping is adjusted to provide a new flow meter and piping that route around the new Primary Pump Station location. This will require a brief shutdown and/or bypass to complete the connections. A shutdown of less than one hour can be accommodated for tie-ins, otherwise bypass pumping or alternative gravity flow routing will be required for up to 0.2 Mgal/d and discharged upstream of the existing screens. This piping will then allow existing operations to continue during construction of the Primary Pump Station. Once the Primary Pump Station is online and the site piping complete, a bypass will be required to connect new piping to the existing Influent Manhole and Storage Pump Station. See separate Question and Response for influent flow rates. Once piping is connected, the new piping includes a bypass around the Storage Pump Station to facilitate improvements thereto. Bypasses shall be from the influent manhole to the new Primary Pump Station. Bypasses around the existing screens will require Contractor placement of temporary $\frac{3}{4}$ " screening. Per specification 01020, the Contractor may propose alternative sequencing, which may include alternative bypass options, subject to City approval. Shutdowns and bypass electrical services may also be required depending on the Contractor's sequence of work. Use of the new Standby generator may be considered during electrical switch-overs, but all facilities must be maintained operational at all times except as approved by the City for limited shutdowns to facilitate tie-ins.

- t. **Question:** Would you provide additional details regarding the work involved with Bid Item #49 sludge removal. Are we removing sludge from both storage basin's number 1 & number 2? Can we walk our equipment into the basin or is a liner or other item that would preclude us from entering the basin and have to work from the basin sides only? Also, will the basins be dewatered/dry when we receive them – if not are we to assume use of our own pumps to dewater the basins and can we pump straight to the pump station? Please advise, we just need some more details.

Response: Refer to Specification 01800 – Wastewater Pond Sludge Removal and Disposal. Both existing treatment basins contain sludge that must be dewatered and removed from the site. The Contractor can walk equipment into the basins as they deem appropriate once the new pump station is online, and as approved by the City. No liners appear to be located in the basins. Record drawings indicate a liner in the upper basin, but operators have not observed it's presence. The Contractor shall provide use of their own pumps to dewater the basins.

- u. **Question:** Detail C302B on sheet C003 provide a table for backfill materials to be used on the different reaches of force main. For the Pipe Zone/Base & Bedding this table calls for "Crushed AB material or crushed miscellaneous base material of fine gradation". Specification section 02223 Trenching, Backfilling, And Compacting paragraph 2.6 "BACKFILL MATERIAL SCHEDULE (FOR PLACEMENT)" calls for the Pipe Zone and the Bedding to be either Imported Sand (Type 2) or Class 2AB (Type 3). Industry Standard for Pipe Zone and Pipe Bedding is Sand. Please confirm that IMPORTED SAND (Type 2) is acceptable for use in the Pipe Zone and as Pipe Bedding. Unless directed otherwise in an Addendum issued response, Contractor will plan to utilize Imported Sand for the Pipe Zone and bedding.

- v. **Response:** The specifications define materials unless noted otherwise on the plans, so the plans apply. For work within the City of San Juan Bautista and the City of Hollister,

City of San Juan Bautista

ADDENDUM NO. 4 City of San Juan Bautista Sanitary Sewer Force Main to Hollister Project 5-24-2023

provide the crushed aggregate base or crushed rock in the trench bedding and pipe zones. For work within the County rights of way, Type 2 sand is acceptable.

2. Bid opening remains on June 2, 2023 at 2:00 pm local time.
3. Attachments:
 - a. Revised Bid Sheet "SECTION 00410, ADDENDUM NO. 4, BID FORM FOR CONSTRUCTION CONTRACT" 11 Pages.
 - b. Current Plan Holders List
 - c. Pre-bid attendee sign in sheet

City Contact: Douglas Pike at dpik@mnseengineers.com or (805) 331-3553. Please acknowledge receipt of this Addendum.

End of Addendum 4

City of San Juan Bautista

ADDENDUM NO. 5 City of San Juan Bautista Sanitary Sewer Force Main to Hollister Project 5-26-2023

The following changes additions and clarifications are hereby made part of the contract documents for the above referenced project and shall be taken into account in the preparation of all proposals and the execution of all work. Work shall conform to the requirements of the original contract documents and addenda wherever they apply.

All bidders shall acknowledge receipt of this addendum via response to the email transmission of this addendum AND on the bid proposal form.

Changes to Bid Documents:

1. The following Questions and Answers are provided:

- a. **Question:** Is the Bid form to be modified in response to any questions?

Response: Yes. See attached revised bid sheet "SECTION 00410, ADDENDUM NO. 5, BID FORM FOR CONSTRUCTION CONTRACT" 11 Pages.

Modification: Use new Addendum No. 5 Bid Form, attached. The bid form changes include 1) two lane overlay paving is in the base bid and the bid item descriptions are updated from the Addendum 4 Bid Form; 2) an allowance for spot pavement repairs to be made as determined in the field with the Construction Manager is added to the base bid; 3) conduit is in the base bid; and 4) deductive bid items are modified to reflect changes to these base bid items. A Deductive Bid Item G was also added for sludge removal.

- b. **Question:** On sheets M100, C024, C025 and C027, the notes at the connections between HDPE flange adapters and ductile iron flanges call for "internal stiffeners". According to my HDPE specialist, insert stiffeners are only for use with mechanical connections to HDPE and if used with HDPE flange adapters will prevent the mating flanges from sealing correctly. Can we eliminate the stiffeners at these connections?

Response: Stiffeners are required and shall be installed as shown in Detail M498 on sheet M007. Conflicts will be resolved during submittal process.

- c. **Question:** Detail C529 on sheet C005 shows what appears to be a mechanical saddle, typically used on PVC or ductile iron mains, for the 2" SCAV connections to the HDPE force main. Connections to HDPE lines are typically made with electrofusion saddles. Are electrofusion saddles acceptable at these locations?

Response: No electrofusion saddles are allowed. All connections shall be made with factory provided tees.

- d. **Question:** At multiple locations in the mechanical drawings such as the sample below in section G on sheet M103, call outs are made to "RESTRAINED FCA", but with no reference to detail M495 on sheet M007. Detail M495 would require additional flanged by plain end spools to tie back to creating additional sources for potential leaks in the future. We typically see products similar to the attached cut sheet used where restrained FCAs are required on ductile iron pipe. This eliminates the additional flanged connection necessary to tie rods back to. Are Romac RFCAs or equal an acceptable alternative where restrained FCAs are called out?

Response: Contactor shall restrain joints at the locations specified on the plans. At the locations where specific RESTRAINED FCA details are not called out, contractor has the option to use FCA vendor and style of their choice as long as it provides necessary restraint and otherwise meets specifications. The provided alternative appears to meet general requirements; however, Contractor shall submit it to the Engineer for review and approval during submittal review process.

- e. **Question:** This is similar questions to the question above regarding restrained FCAs. In section A on sheet M101 at the 8" connection to existing 8" SS a call out is made to

City of San Juan Bautista

ADDENDUM NO. 5

City of San Juan Bautista

Sanitary Sewer Force Main to Hollister Project

5-26-2023

"RESTRAINED FC" (flex coupling) with no reference to detail M490 on sheet M006. In this case, there would be no flange to tie the rods back to as shown in detail M490 on the existing sewer line and the rods on the new side an additional flanged connection would be necessary. Split ring restraints similar to those shown in the attached cut sheet are typically used to restrain flex couplings in these applications: Are Romac 611 restraints or an equal an acceptable alternative at this location?

Response: Contactor shall restrain joints at the locations specified on the plans. At the locations where specific RESTRAINED FC details are not called out, contractor has the option to use FC vendor and style of their choice as long as it provides necessary restraint and otherwise meets specifications. The provided alternative appears to meet general requirements; however, Contractor shall submit it to the Engineer for review and approval during submittal review process.

- f. **Question:** I don't see a spec for the electric motor operator (EMO) on the 6" throttling valve at the flush & equalization tanks. Could you provide a specification for the EMO?

Response: Provide a Rotork or Limitorque EMO. See attached Specification 15135 – Electric Operators. EMO and valve shall be factory assembled and tested.

- g. **Question:** Is Franklin Miller an acceptable manufacturer for the influent screen?

Response: Franklin Miller is an acceptable manufacturer subject to meeting the specification requirements and meeting the existing structural conditions for anchorage.

- h. **Question:** 1) Will the Street Zone Asphalt be paid at the Bid Unit Price for Bid Items 22/23/24; 2) if the Street Zone Asphalt is not paid at this unit price, how will this be measured and paid; 3) will the Street Zone thickness for Lucy, Brown, Duncan, Bixby, Freitas and Mitchell be left at 0-inches AC with Contractors to only have the 3-inch overlay asphalt paving in these areas?

Response: 1) The Contractor shall include a Street Zone Asphalt unit price by the ton in the project Schedule of Values. For field observed variations in the Street Zone Asphalt thickness required to match the existing road section (with the overlay) in contrast to the Street Zone Asphalt values provided in the plans, the Schedule of Values shall be used to establish the final payment (cost or credit) for Street Zone Asphalt. Contractor shall include the Street Zone Asphalt thickness and trench section widths provided in the plans in the unit price for installed pipe (whole pipe trench and pipe detail) in the bid. 2) See response to Part 1. 3) No Street Zone Asphalt is required for the noted roadways with the overlay. Per the plan notes, Street Zone Asphalt shall be added if the overlay is removed from the project via a deductive bid item. Provide road sections per plans.

- i. **Question:** What is the maximum flow of water cap from the lagoons that will be allowed to be pumped into the new sewer forced main?

Response: The maximum pump station capacity is just over 1 Mgal/d. Average wastewater flows vary up to 0.3 Mgal/d and the balance of that capacity may be used for water cap flow to the force main, as approved and coordinated with Operations staff. See Addendum No. 4 for more information on sewer flow rates.

- j. **Question:** Will both the upper and lower lagoons stay in service while the sewer force main is being installed?

Response: The pump station and force main must be fully operational before sludge dewatering can occur. Both wastewater ponds must remain in service until the pump station allows for decommissioning of the ponds and sludge removal can begin. See Addendum No. 4 for more information on sludge removal timing.

City of San Juan Bautista

ADDENDUM NO. 5 City of San Juan Bautista Sanitary Sewer Force Main to Hollister Project 5-26-2023

- k. **Question:** Will the contractor be able to isolate one of the lagoons prior to the installation of the forced sewer main?

Response: No, both ponds must remain in service until the pump station and force main are complete and operational.

- l. **Question:** Regarding SECTION 00440 COMPLIANCE STATEMENT. It does not appear that it applies to us. Do we leave it blank/cross out or omit from the bid package completely?

Response: Do not leave this form out of the bid. The City is utilizing funds from the USDA and this is their requirement. If the Compliance Statement does not appear to apply, check the boxes accordingly and submit the statement with the bid. For the initial blank for who the proposed Contract is with, write in the "City of San Juan Bautista".

- m. **Question:** Can the financial statement required as part of SECTION 00451 – QUALIFICATION STATEMENT, be provided separately or after the bid?

Response: Upon receipt of bids and identification of the apparent low bidder, low bidder must provide financial statements in accordance with Specification 00451 within 48 hours.

- n. **Question:** Could you clarify that submittals or statement due in "24 hours from Bid opening" or similar language on submittals or statements applies to working days, not calendar days?

Response: Yes, similar statements referencing maximum timeframes for submittals or statements applies to working days. No submittals are due on weekends or holidays.

2. This addendum (Addendum 5) is the last addendum to be issued prior to Bid Opening. Bidders are welcome to submit questions, however they will not be answered unless it is determined by the City that an extended Bid Opening Date is needed.
3. Bid opening remains on June 2, 2023 at 2:00 pm local time.
4. Attachments:
- a. Revised Bid Sheet "SECTION 00410, ADDENDUM NO. 5, BID FORM FOR CONSTRUCTION CONTRACT", 11 Pages.
 - b. New Specification "SECTION 15135, ELECTRIC OPERATORS", 6 Pages.

City Contact: Douglas Pike at dpike@mnsengineers.com or (805) 331-3553. Please acknowledge receipt of this Addendum.

City of San Juan Bautista

ADDENDUM NO. 6 City of San Juan Bautista Sanitary Sewer Force Main to Hollister Project 5-26-2023 (3:30 PM)

The following changes additions and clarifications are hereby made part of the contract documents for the above referenced project and shall be taken into account in the preparation of all proposals and the execution of all work. Work shall conform to the requirements of the original contract documents and addenda wherever they apply.

All bidders shall acknowledge receipt of this addendum via response to the email transmission of this addendum AND on the bid proposal form.

Changes to Bid Documents:

1. The following Questions and Answers are provided:

- a. **Question:** Is the Bid form to be modified in response to any questions?
Response: Yes. See attached revised bid sheet "SECTION 00410, ADDENDUM NO. 6, BID FORM FOR CONSTRUCTION CONTRACT" 11 Pages.
Modification: Use new Addendum No. 6 Bid Form, attached. The bid form changes (in contrast to the Addendum No. 5 Bid form) include 1) Deductive bid item totals are positive numbers (the negative items were confusing); 2) If, due to the deduction of a bid item something else must be added in, such as a pavement grind, the added item is negative; 3) Deductive Bid Item B is independent of Deductive Bid Item A (A removes one lane of pavement and B removes two lanes of pavement; they are not additive items).
- b. **Question:** In a conflict between plans and specifications will the most stringent specification apply?
Response: It's a fair assumption that the more stringent requirement holds. The final assessment will be made on a case by case basis.
- c. **Question:** What is the pressure range for the gauges at the Primary Pump Station?
Response: pump pressure will range from 25 psi to 150 psi..
- d. **Question:** The gauges specified in 15080 2.7 have a minimum 4-1/2" dial the spec calls for 2-1/2" – to 3-1/2" will the 4-1/2" be acceptable?
Response: 2.5" gauges are acceptable.
- e. **Question:** Are plug valves going to be required for all gauge assemblies?
Response: Yes, plug valves are required for gauge isolation.
- f. **Question:** Will mechanical joints be allowed for below grade ductile iron pipe and fittings at pigging stations?
Response: Mechanical joints may be used with approved restraint.
- g. **Question:** If flanged joints are required for the pigging stations will closure coupling be acceptable?
Response: Closure couplings may be acceptable, as approved. Couplings must be restrained.

City of San Juan Bautista

ADDENDUM NO. 6 City of San Juan Bautista Sanitary Sewer Force Main to Hollister Project 5-26-2023 (3:30 PM)

h. **Question:** On M103 Section G below the callout 2" SCAV "(TO BE SIZED)" what does this mean?

Response: Design note. Use 3" SCAV.

i. **Question:** S517/ Typ Ship Stairs Rail will not allow hatch to close is there an alternate?

Response: Typical ship later detail is "similar". Stair and rail shall terminate below the hatch.

j. **Question:** Will you please direct us to the specification for electric motor operator on the throttling valve?

Response: See Addendum No. 5 for operator specification.

2. This addendum (Addendum 6) is the last addendum to be issued prior to Bid Opening. Bidders are welcome to submit questions, however they will not be answered unless it is determined by the City that an extended Bid Opening Date is needed. *(Addendum 5, issued this morning said something similar, we apologize for two addendums in one day, but wanted to get the revised Bid Form out immediately to avoid an extension of the Bid Date.)*

3. Bid opening remains on June 2, 2023 at 2:00 pm local time.

4. Attachments:

a. Revised Bid Sheet "SECTION 00410, ADDENDUM NO. 6, BID FORM FOR CONSTRUCTION CONTRACT", 11 Pages.

City Contact: Douglas Pike at dpike@mnsengineers.com or (805) 331-3553. Please acknowledge receipt of this Addendum.

End of Addendum 6



Insurance | Risk Management | Consulting

Arthur J. Gallagher & Co. Insurance Brokers of California, Inc.
595 Market Street, Suite 2100 San Francisco, CA 94105
2121 N. California Blvd Ste. 350 Walnut Creek, CA 94596
CA Lic # 0726293
United States

M 415.391.1500
T 800.500.7202
F 415.391.1882
ajg.com

October 13, 2022

Specialty Construction, Inc.
645 Clarion Court
San Luis Obispo, CA. 93401

RE: California (WCIRB) Experience Modification History

To Whom It May Concern:

As the Specialty Construction's insurance broker, I'm writing this letter to confirm the Specialty Construction's California (WCIRB) Workers' Compensation Experience Modification history as follows:

Year	Experience Mod
10/1/2022	89%
10/1/2021	85%
10/1/2020	66%
10/1/2019	75%
10/1/2018	79%

Please do not hesitate to contact us, if you have any questions.

Sincerely,

Megan Lee
Client Service Executive
925-953-5213



SPECIALTY CONSTRUCTION

Claim Statement; Garden Street SLO Partners, LP

Project: Hotel Cerro; Garden Street SLO Partners, LP

Date of Complaint: March 13, 2020

Plaintiff: Specialty Construction, Inc.

Defendant: Garden Street SLO Partners, LP

Contact: David Welch (Owner's Representative)
(805) 886-5848
dwelch@westpacusa.com

Tribunal/Court: San Luis Obispo County Superior Court
Where Filed: 1050 Monterey St
San Luis Obispo, CA 93408

Status: Currently in second round of mediation by court order and trial date of October 9, 2023.

Description of Complaint:

SCI was contracted to construct a new mixed-use building called Hotel Cerro by private developer ownership group. SCI completed its contractual obligations delivering a completed project in early 2020. Owner promised to pay to SCI and did not, forcing SCI to file claim in 2020 for non-payment on approved invoices.

Owner then filed a cross complaint, without merit, as a defense.

TOM SEIDEL
SENIOR PROJECT MANAGER



SPECIALTY CONSTRUCTION



Tom Seidel has over 25 years experience in the General Engineering field of the construction industry. This includes estimating and project management for both private and public works projects. Tom joined Specialty Construction, Inc. in January of 2006.

EDUCATION

California State University, Fresno CA
Bachelor of Science, Construction Management
Cuesta College, San Luis Obispo CA
Associate of Arts Degree

TRAINING / CERTIFICATIONS

- Certified Professional in Erosion & Sediment Control (CPESC)
- 40 Hour Hazardous Waste Operations & Emergency Response
- OSHA 10 Hour Construction Outreach Training Program
- Trench & Excavation Competent Person
- Confined Space Competent Person
- Permit Required/ Confined Space Entry Training
- OSHA Sub Part P Trenching & Excavation Training Program
- Respiratory Protection Certification
- Adult CPR, First Aid & Safety
- Environmental Requirements
- Polyethylene Fusion Certification
- Corps of Engineers- Construction Quality Management for Contractors
- Loss Prevention System Training Certificate
- Primavera Software Training
- OSHA-Asbestos Cement Pipe Removal
- Caltrans 24 Hour SWPPP Training

RELEVANT EXPERIENCE

- Chlorination Building - Santa Margarita ASR Facility, Monterey Peninsula Water Management District - \$4.7M
- F-Line Pipeline Project, Pajaro Valley Water Management Agency - \$3.1M
- Pure Water Monterey Groundwater Replenishment - Injection Well Facilities, Phase 3, Monterey One Water, Monterey Co. - \$8.1M
- CSA 2 Place De Mer Septic System Project, County of Santa Cruz, CA - \$2M
- Wastewater Treatment Plant Improvement Project, Riverdale Public Utility District - \$8.4M
- Pipeline and Pump Station, North Kern Water Storage District - \$10.2M
- Pure Water Monterey Groundwater Replenishment - Injection Well Facilities Ph 2, Monterey One Water, Monterey Co. - \$9.8M
- Crosstown Pipeline Project, Sunnyslope County Water District - \$5.1M
- Central Intake 63" HDPE Pipeline, Rosedale Rio Bravo Water Storage District - \$5.4M
- Sanitary Sewer Infrastructure Improvements, City of King, CA - \$5.6M
- Lessalt WTP Improvements, San Benito County Water District - \$6.8M
- Blend Well Pipeline Improvements Project, Pajaro Valley Water Management Agency - \$900K
- Construction of Lift Station No. 3, City of Morro Bay, CA - \$1.4M
- Construction of Chlorination Facilities, City of Avenal, CA - \$1.2M
- Las Canoas Water Main Replacement, City of Santa Barbara, CA - \$2.6M
- Telegraph Road Bridge Replacement, County of Ventura - \$2.5M
- Martin Hill & Rocky Hill Water Reservoirs, City of Porterville, CA - \$3.6M
- El Rio Forebay Ground Water Contamination Elimination, County of Ventura, CA - \$7.1M
- California Men's Colony, San Luis Obispo - Water Distribution System Upgrade, CA Dept. of Corrections - \$18.5M
- E Zone Pump Station & Reservoir, Marina Coast Water District - \$6.9M
- Wastewater Treatment Facility Phase I Improvements, City of Gonzales - \$2.1M
- 430 Pressure Zone Reservoir Project, City of Buena Ventura - \$3.8M
- Chlorine Contact Tank & Pump Station, South SLO Sanitation District - \$2.4M
- Foothill Blvd Bridge Replacement, City of San Luis Obispo, CA - \$4.2M
- Hearst Castle Entrance Road Stabilization, California State Parks - \$2.9M
- Inter-Coastal Distribution System, Pajaro Valley Water Agency - \$5.3M
- Highway 101 Operational Improvements CA DOT, Prunedale, CA - \$2.8M

RUSS ALNAS
PROJECT SUPERINTENDENT



SPECIALTY CONSTRUCTION



Russell R. Alnas has over 26 years experience in the civil construction industry. This includes supervisory work as a Project Superintendent and Project Foreman along with many positions held in all aspects of trade level work. Russell joined Specialty Construction, Inc. in August 2006. Russ has extensive deep excavation experience for pipelines and structures utilizing beam and plate, sheeting and slide rail shoring systems.

TRAINING / CERTIFICATIONS

- OSHA 30 Hour Training
- 40 Hour Hazardous Waste Operations & Emergency Response
- Trench and Excavation Competent Person
- Confined Space Competent Person
- Respiratory Protection Certification
- Adult CPR
- First Aid & Safety
- 10-Hour OSHA
- Asbestos Cement Pipe Training
- Registered ATSSA Flagger
- 4hr Excavation Course/Highway Work zone Course

RELEVANT EXPERIENCE

- Pipeline and Pump Station, North Kern Water Storage District, Kern Co., CA - \$10M
- Crosstown Pipeline Project, Sunnyslope County Water District, Hollister, CA - \$5M
- Pure Water Monterey Groundwater Replenishment - Injection Well Facilities Ph 2, Monterey One Water, Monterey Co. - \$9.8M
- Jennifer Street Sewer Line Replacement, City of San Luis Obispo - \$1.6M
- Rosedale Rio Bravo Water Storage District - Central Intake Pipeline - \$5.4M
- 2014 Sewer Infrastructure Improvements, City of King (King City) - \$5.6M
- Arsenic Mitigation Wells 13 & 14, Arvin CSD - \$4.5M
- Lessalt Water Treatment Plant, San Benito County Water District, \$7M
- Soquel Drive Cast Main Replacement, Soquel Creek Water District, Soquel, CA - \$3.3M
- Jalama Road Slope & Strom Damage Repair at Mile Post 4.4 Santa Barbara Co., CA - \$1.7M
- Replace Box Culvert, CA DOT, Santa Cruz Co., CA - \$600K
- Las Canoas Water Main Replacement, Santa Barbara, CA - \$2.6M
- Martin Hill & Rocky Hill Water Reservoirs, City of Porterville, CA - \$3.8M
- Telegraph Road Bridge Reconstruction, County of Ventura, CA - \$2.6M
- South County Regional Wastewater Authority South Pipeline, Gilroy, CA - \$2.4M
- Niner Wine Estates Production Winery, Paso Robles, CA - \$2M
- El Rio Forebay Groundwater Contamination Elimination, Ventura Co., CA - \$7M
- California Men's Colony Potable Water System, San Luis Obispo, CA (1 of 3 lead Superintendents onsite) - \$18.5M
- Zone D&E Reservoir & Pump Station, Marina Coast Water District, Seaside, CA - \$6.3M
- Gonzales Waste Water Treatment Facilities Upgrade, Gonzales, CA - \$2.1M
- Chlorine Contact Tank & Pump Station, South San Luis Sanitation District, Oceano, CA - \$2.4M
- Replacement of Three Bridges, North Jameson Bike Lanes, Montecito, CA - \$4.8M
- Storm Damage Emergency Work, Santa Barbara & Montecito, CA - \$900K
- Bradbury Dam Gate Extension and Lead Abatement, Bradbury Dam Lake Cachuma, Santa Barbara Co., CA - \$2.3M
- Bell Street Bridge, Los Alamos, CA - \$2.5M
- Castaic Water District Tank Site, Valencia, CA - \$675K
- North Kern Turnout Structure & 72" RCP, Bakersfield, CA - \$700K
- Carmel Architectural Type 60 Barrier Rail, Carmel, CA - \$550K
- Carmel Widening of Highway 1 Acceleration Lanes, Carmel - \$3.4M
- Retro-Fit of Five Bridges, various locations Monterey Co., CA - \$1.3M
- Avila Beach Seawall and Finish Concrete Work, Avila Beach, CA - \$3.4M
- Montecito Fish Ladder, Montecito, CA (accelerated: 60 working days) - \$1.5M
- H Street Bridge Bike Lanes, Lompoc, CA - \$1.3M
- Bradbury Dam Seismic Retro-Fit of Spillway, Bradbury Dam, Santa Barbara Co., CA - \$9.2M
- Arroyo Quemado Bridge on Highway 101, Cal Trans - \$3.4M
- Seismic Retro-Fit of Three Bridges on Highway 1, Cal Trans - \$1.3M
- Pajaro Valley Water Management Agency - Inter-Coastal Distribution System - \$5.3M



SPECIALTY CONSTRUCTION

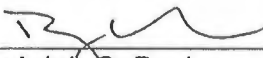
**Unanimous Written Consent of Directors
In Lieu of Meeting of The Board of Directors**

Specialty Construction, Inc.

The undersigned, being the directors of the corporation, acting pursuant to the authority of section 307 of the California General Corporations Law, hereby adopt the following recitals and resolutions, effective on the date set forth below.

WHEREAS, it is contemplated that the corporation will enter into contracts with third parties in conducting the business of the corporation, it is

RESOLVED, that Rudolph C. Bachmann, President of corporation, is hereby authorized to sign any and all contracts for and on behalf of the corporation.



Rudolph C. Bachmann
Director

Dated: January 1, 2014

License A, B 619361

645 Clarion Court * San Luis Obispo, CA 93401

Telephone: 805/543-1706 * Administrative Fax: 805/543-1712 * Estimating Fax: 805/543-1722

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certification is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Luis Obispo)

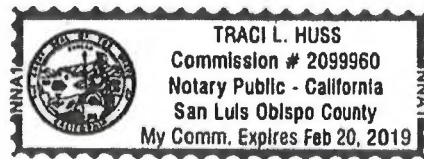
On May 25, 2017 before me, Traci L Huss, notary public, personally appeared Rudolph C. Bachmann, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Signature



Unanimous Written Consent of Directors dated 01/01/2014



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **619361** Entity **CORP**
Business Name **SPECIALTY CONSTRUCTION INC**

Classification(s) **A B HAZ**

Expiration Date **02/28/2025**

www.csib.ca.gov



Any change of business address/name must be reported to the Registrar within 90 days.

This license is not transferrable, and shall be returned to the Registrar
upon demand when suspended, revoked, or invalidated for any reason.
This pocket card is valid through the expiration date only.

If found, drop in any mailbox.
Postage guaranteed by
Contractors State License Board
P.O. Box 26000, Sacramento CA 95826

Licensee Signature

4. Owner's written acceptance of the Resident Inspector.
(include a copy of the inspector's resume/statement of qualifications.)

MNS will provide Resident Inspector services as described in the following documents. These documents also present MNS as the Construction Manager. However, the arrangement has changed since preparing the attached documents. Stantec Consulting Services will provide Construction Management services; MNS will continue to provide inspection services as noted.



City of San Juan Bautista

The "City of History"

Office of the City Manager

July 31, 2023

Esther De La Cruz

Area Specialist

Salinas Office, Rural Development

United States Department of Agriculture

Phone: 831-975-7762 / Fax: 844-206-7009

Email: esther.delacruz@usda.gov

www.rd.usda.gov/ca

Sent Via Email

SUBJECT: Acceptance of MNS Engineering, Inc. as the City's Resident Inspector and Construction Management firm selected for the Sanitary Sewer Force Main (updated from July 5, 2023)

This letter corrects the procurement process described in a previous letter dated July 5, 2023.

On August 18, 2022, pursuant to Municipal Code Chapter 2-8 "Purchasing Procedures" *Article 2-8-060* (first attachment), the City Manager caused the solicitation for qualified firms ("Request for Qualifications, RFQ") for "*Civil Engineering Services*" for the City, that includes construction management services for two major capital improvement projects including the Sanitary Sewer Force Main ("Project"). The RFQ invited proposals due September 27, 2022. Two qualified firms responded, the City interviewed them using the attached questions that include CM services, and awarded the contract (attached) to MNS Engineering Inc., at its October 18, 2022 City Council meeting.

The attached RFQ was sent electronically sent to the 23 different local engineering firms (see attached). The Notice Inviting Qualifications, and request for Cost Proposals was also published on the City Website, posted at the Post Office, City Hall and Public Library. The 3rd attachment is the MNS Engineering Inc. Statement of Qualifications with staff identified to work on the City's project, and their resumes.

References were checked with positive results. The City recently used MNS for Construction Management and Resident Inspection services in 2022/23. Bill Smith served the City well as its Resident Inspector overseeing a \$1.4 million pavement management project. Bill Smith is also identified to serve the City in this capacity for this Project as well. The City will amend its Civil Engineering Agreement adding \$1,147,000 for Construction Inspection Services and on-going



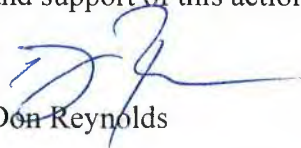
City of San Juan Bautista

The "City of History"

Office of the City Manager

engineering services for the Project with MNS to include these services at its August 3, 2023 Council meeting. This scope of work is related to Section 1(e) page 2 of the attached Agreement.

The City is confident that the USDA will consider the City's procurement process, and agree that it has been followed, and support its award of contract to MNS for Construction Management and Resident Inspector services for the sanitary sewer force main. Thank you for your consideration and support of this action.



Don Reynolds

Attachments:

1. Procurement Policy 208
2. RFQ
3. Prospective Bidders List
4. Executed Agreement with MNS Engineers Inc. including their Statement of Qualifications

Chapter 2-8 PURCHASING PROCEDURES¹

Sections:

Article 1. Purchasing Procedures

- 2-8-010** Purpose.
- 2-8-020** Delegation of purchasing authority.
- 2-8-030** Agreements with other governmental agencies.
- 2-8-040** Departmental requisition procedure.
- 2-8-050** Bidding procedures for public construction projects. Not applicable
- 2-8-060** Open market procedures for purchases exclusive of public projects. Provided below
- 2-8-070** Use of purchase orders.
- 2-8-071** Encumbrance of funds, except in cases of emergency.
- 2-8-072** Written contract required for public projects and major acquisitions and sales.
- 2-8-073** Dollar limits for approvals.
- 2-8-080** Determination of lowest responsible bidder.
- 2-8-090** Local vendor preference.
- 2-8-100** Inspection, testing and acceptance responsibility.
- 2-8-110** Sale of surplus supplies and equipment.

Article 1. Purchasing Procedures

2-8-010 Purpose.

In order to establish efficient procedures for the acquisition of supplies, services, equipment, and materials at the lowest possible cost commensurate with the quality needed, to dispose of surplus personal property to the best advantage of the City, to exercise positive financial control over purchases, to clearly define authority for the purchasing function, and to assure the quality of purchases, the purchasing procedures set forth in this Chapter are adopted.

2-8-060 Open market procedures for purchases exclusive of public projects.

(A) Purchases of supplies, services, equipment and the sale of personal property that do not fall under SJ BMC [2-8-050](#) shall be by the open market procedures described in this Section when the estimated value, exclusive of sales tax and freight, exceeds fifty thousand dollars (\$50,000). Open market procedures may be dispensed with only when an emergency requires that an order be placed with the nearest available source or when the supply, service, or equipment can be obtained from only one (1)

vendor. The City Manager shall solicit open market quotes or bids by written requests to prospective vendors, by telephone, email, or by public notice posted at the City's designated posting places.

(B) When entering a professional services contract, the skill or ability of the entity or person performing the services is a key component of the selection criteria. The selection should be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. Cost is only one (1) factor in determining the selection. In these cases, the City Manager shall solicit requests for proposals or requests for quotations to prospective vendors either by mail, telephone, email or by public notice posted at the designated posting places.



**REQUEST FOR PROPOSAL
FOR
CIVIL ENGINEERING SERVICES**

Proposal Release Date	08/18/2022
Last Date/Time for Questions	09/20/2022 2:00 pm PST
Proposals Due at City	09/27/2022 2:00 pm PST

Submit Proposals to:
Don Reynolds, City Manager
citymanager@san-juan-bautista.ca.us

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BACKGROUND

The City of San Juan Bautista is a municipality in San Benito County that is home to approximately 2,000 residents, an iconic Mission, and a historic State Park. The City is largely an agricultural community. Currently, the largest producer of organic salads in the United States is based in San Juan Bautista.

San Juan Bautista is also a popular tourist destination, rich in historic and cultural sites. One local attraction, the Fremont Peak Observatory situated atop Fremont Peak in the Gabilan Range, is a non-profit astronomical institution serving the local community.

The City is run by a City Manager/City Council form of government. The City Manager oversees daily operations, while the 5-member Council is elected at-large to represent Citywide interests. The City employs 10 full-time employees, half of which are committed to its water and wastewater utilities. The Assistant City Manager also serves as its Community Development Director. The City Manager supports Public Works and was the past Director in a larger City. The City relies heavily upon contract service providers, including its City Engineer and Building departments.

San Juan Bautista's proximity to Santa Clara's Silicon Valley makes the City a vital neighbor to the nation's technology industry.

SAN JUAN BAUTISTA NOTICE TO PROPOSERS

Notice is hereby given that the City of San Juan Bautista (City) will receive proposals for **CIVIL ENGINEERING SERVICES** at:

City of San Juan Bautista
ATTN: Don Reynolds, City Manager
311 Second Street
P.O. Box 1420
San Juan Bautista, CA 95045

until 09/27/2022 at 2:00 PM, PST. Email submission may be made in lieu of mailing a hard copy of the proposal to: citymanager@san-juan-bautista.ca.us

There will be no public bid opening.

Request for Proposal (RFP) Purpose

The goal of the City is to retain a Professional Contractor familiar with "Best Practice" management techniques in their particular line of work. The City is requesting proposals from consultants specializing in the required services outlined in the Scope of Services section of this Request for Proposal.

Terminology

For purposes of this Request for Proposal, "Contractor" may also be referred to as Company, Consultant, Firm, Respondent, Proposer, Supplier or Vendor.

Description of Work

The proposed work is officially known as the Specifications, as further described in the **SCOPE OF SERVICES** section of this RFP.

Availability and Clarification of Documents

This RFP and any addendums may be posted on the City website at:

<https://www.san-juan-bautista.ca.us>

Regulatory Requirement

Consultant must possess a valid Civil Engineering License (C) issued by the California Department of Consumer Affairs, Board for Professional Engineers, Land Surveyors, and Geologists.

Question Submittal

Any questions related to this RFP should be submitted in writing to Don Reynolds, City Manager, at citymanager@san-juan-bautista.ca.us. Questions received by the City, including responses, will be consolidated and posted on the City website. The deadline for submitting **questions is 2:00 pm PST September 20, 2022**. Material changes, if any, to the Request for Proposal will be addressed by written addendum.

Respondents will provide written acknowledgment of each addendum issued with their proposal submission. Oral explanations will not be binding. No clarifications, interpretations or addenda may be issued after **5:00 pm PST on September 21, 2022**. It is the sole responsibility of the respondent to check the City website to determine if an addendum has been posted.

Estimated Timeline

RFP Release Date	08/19/2022
Questions Due	09/20/2022, 2:00 PM PST
Clarifications/Addenda Issued	09/21/2022
RFP Response Submittal	09/27/2022 2:00 PM PST
Possible Interviews	10/07/2022
Evaluation Complete	10/13/2022
Contract Award	10/18/2022

Note: Timeline is an estimate only. The City reserves the right to change dates listed.

PROPOSAL PREPARATION

Your proposal should highlight the experience, qualifications and competency of your firm, and of the particular staff to be assigned to this project. It should also specify a detailed approach that will meet the Request for Proposal (RFP) requirements.

The proposal should include:

- Title Page showing the Request for Proposal subject; the firm's name; the name, address, and telephone number of the contact person; and the date of the proposal.
- Signed Transmittal Letter briefly stating the firm's understanding of the work to be done; a commitment to perform the work throughout the contract period (including option renewals); and, the name of the person authorized to represent the firm, title, address, email and telephone number.
- Cost information should be submitted separately as indicated in the **Cost Proposal** instructions.
- Your proposal should be prepared simply and economically, providing a straightforward, concise description of the firm's capabilities to satisfy the requirements of this Request for Proposal. Please refrain from submitting superfluous literature, promotional material or sales brochures with your response. While additional information may be presented, the following subjects must be included. They represent the criteria against which the proposal will be evaluated.

1. Authorized to Practice in California

An affirmative statement must be included verifying the firm and all assigned key professional staff are properly licensed and/or authorized to practice in California.

2. Independence

The firm must provide an affirmative statement that it is independent of the City of San Juan Bautista and no member of the proposed project team, or family member, is an employee of the City.

3. Firm Qualifications and Experience

The firm must have extensive experience in the Scope of Services described herein. The proposal should include the size of the firm and the geographic location of the office from which the work on this engagement is to be performed. Include the firm's organizational chart (block diagram).

4. Partner, Supervisory and Staff Qualifications & Experience

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists who would be assigned to this project. Indicate the staff to be employed in this engagement on a full-time basis; and, on a part-time basis. Include resumes indicating specialized training, professional certifications and licenses.

Provide information on the government experience of each person, including information on relevant professional education and membership in professional organizations. Indicate steps your firm takes to maximize consistent assignment of your staff over the term of the agreement.

5. Similar Engagements with Other Government Entities

For the firm's staff that will be assigned responsibility for this project, list three (3) to five (5) completed engagements similar to the work described in this Request for Proposal. California Public Agency experience is desirable. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

The City reserves the right to contact any or all of the listed references regarding services performed by your firm.

6. Litigation and Claims

Respondent shall disclose any lawsuit, litigation or arbitration resulting from:

- (a) Any government engagement where litigation is still pending or has occurred within the last five (5) years; or,
- (b) Any type of project where claims or settlements were paid by your firm or its insurers within the last five (5) years.

Describe circumstances and outcome for any incident disclosed.

7. Specific Project Approach

The proposal should set forth a work plan, including an explanation of the project methodology to be followed, to perform the services required in this Request for Proposal.

Your proposal should include the following information about your firm's approach:

- Proposed work plan, staffing, and staff hours assigned for San Juan Bautista's Civil Engineering Services;
- Approach to be taken to understand, review and make recommendations regarding City practices and to improve current operations;
- Lessons learned, insights gained, and innovations applied from past experience and/or government assignments;
- Steps taken to keep City management informed of work-in-progress and risks to project budget and timelines; and,
- Description of any anticipated problems, the firm's approach to resolving these problems, and any special assistance that will be requested from the City.

Pre-Award Expenses

Pre-award expenses are defined as costs incurred by the respondent in:

1. Preparing its proposal in response to this RFP;
2. Submitting its proposal to the City;
3. Negotiating with the City on any matter related to the proposal; or,
4. Any other expense incurred by the respondent prior to date of award.

There is no expressed nor implied obligation for the City to reimburse pre-award expenses incurred in the preparation of a proposal. Furthermore, proposals received shall become the property of the City and will not be returned.

Cost Proposal

The Cost Proposal should contain detailed pricing relative to performing the Scope of Services as described in this Request for Proposal. Itemize regular hourly rates, overtime hourly rates, and callback hourly rates by job classification. Indicate minimum number of hours for callback service, if any.

Hourly rates shall contain all direct and indirect costs, including out-of-pocket expenses, and may be used for additional work that may be required.

The Cost Proposal shall be submitted in a separate, sealed envelope; or, as a separate file if submitted via email.

Billing shall be made on a monthly basis. Interim billings shall cover a period of not less than a calendar month. The City shall pay only for productive hours spent on Job Tasks.

Note: Any supplemental fuel charges; energy surcharges; required licenses, training, travel, insurance and bond costs; pandemic-related and Personal Protective Equipment (PPE) expenses will not be allowed.

PROPOSAL SUBMITTAL

One (1) signed original and one (1) copy of the proposal must be submitted to the City of San Juan Bautista, 311 Second Street, San Juan Bautista, CA 95202 no later than 09/27/2022 at 2:00 PM, PST. Proposal shall be submitted in a sealed envelope clearly marked with proposal name and number. Email submission may be made in lieu of mailing a hard copy of the proposal to: citymanager@san-juan-bautista.ca.us

There will be no public bid opening.

Late Proposals

Proposals arriving after the specified date and time shall not be considered, nor will late proposals be opened. Each prospective respondent assumes responsibility for timely submission of their proposal.

Withdrawal or Modifications of Proposals

Any proposal may be withdrawn or modified by written request signed by the respondent and received by the City prior to the final time and date for the receipt of proposals. Once the deadline is past, respondents will be obligated to fulfill the terms of their proposal.

Confidential Information

Any information deemed confidential or proprietary should be clearly identified by the respondent as such. It may then be protected and treated with confidentiality only to the extent permitted by state law. Otherwise, the information shall be considered a public record. Information or data submitted with a proposal will not be returned.

Proposal Acceptance and Rejection

The City reserves the right to accept any proposal, reject any and all proposals, make a partial award, make multiple awards, call for new proposals, or dispense with the proposal process in its entirety. Furthermore, the City may waive any minor deficiencies or technicalities in proposals received.

SCOPE OF SERVICES

The City of San Juan Bautista intends to hire a Civil Engineering Firm to provide year-round engineering services.

The initial term of this agreement will be for three (3) years commencing approximately **November 1, 2022 through October 31, 2025**, with four (4), one (1) year renewal options, starting November 1st of each subsequent year.

Consultant will proceed within the scope of services per the requests and priorities of the City Manager, or designee, to handle engineering service tasks as may be required. A Lead Consultant will be designated in the proposal, who shall serve, on an outsourced basis, as City Engineer. The selected consultant will enter into a master agreement which will specify the billing rates, personnel to be assigned, and other terms. No monthly retainer is anticipated; each task will be assigned a Task Order to bill against.

The consultant selected shall provide the following professional civil engineering services:

- **Development Oversight and Plan Checking:** The consultant shall be well-versed in the Subdivision Map Act (Government Code §66410) and provide plan checking services to thoroughly review and approve subdivision improvement plans and public improvement plans. The consultant will review and approve plans by checking for conformance with City of San Juan Bautista Engineering Standards and Specifications, State of California Standards, and applicable industry standards. Thorough review of plan submittals and supporting documentation is required.
- **Private Development of Public Improvements:** The consultant shall be well-versed in managing, inspecting and eventual City acceptance of public improvements completed by private developers. Inspection services shall be provided on all private work completed on behalf of the City. The acceptance of improvements by the City Council, and the release of securities are additionally related areas of expertise.
- **CIP Management and Development:** The consultant shall work with City staff to refine and implement the Capital Improvement Program (CIP). The consultant shall participate in coordinating all capital improvement projects and programs, including defining project scope, determining project budget, and locating financial resources.
- **Preparation of Plans, Specifications, and Estimates for City Public Works Projects:** City public works projects include traffic engineering, utility engineering (e.g., water, sewer and storm). The consultant shall assist City staff to identify and prioritize pavement preservation projects; design and prepare plans, specifications, and estimates for pavement and traffic engineering projects. The consultant must be experienced with state and federal funded projects; including knowledge of Senate Bill 1, the Road Repair and Accountability Act of 2017.

The consultant shall also work with City staff to improve City water, storm and sanitary sewer systems to meet rules and regulations of the State and Federal mandates as well as public demand. Consultant shall assist with work required to complete studies, designs, plans, specifications, and estimates related to City water, storm and sewer projects.

- **Public Bid Process Oversight:** The consultant shall manage and provide oversight of public Requests for Proposals and/or construction services including the advertising and bid process for projects; evaluation of proposals and recommendations for project award; negotiation and administration of contracts for construction projects.
- **General Engineering Support to City Operations and Policies:** The consultant shall monitor and make recommendations in relation to changes in laws, regulations and technology that may affect City operations. The consultant shall recommend policy and procedural changes as required. The consultant shall prepare and present staff reports and City engineering documents on various

projects and programs; and, attend City Council and staff meetings as may be required.

- **Subcontractors:** The consultant shall advise the City of the necessity for subcontract work; such as, special surveys, tests, test borings, or other subsurface investigations in connection with design and engineering work to be performed. Furthermore, consultant shall coordinate, oversee, and approve all aspects of subcontracted work.

Consultant may be required to perform additional civil engineering related tasks not specifically listed above.

Notification

The contractor shall provide advance written notice to the City of work schedule dates and times. Such notice shall be furnished at least monthly to the City Manager, or designee. Work may be performed remotely, on-site, or in a hybrid arrangement, as determined to be most advantageous by the consultant. Alternative arrangements may be requested by the City.

Independent Contractor

Respondent understands that they are an independent contractor, and not an employee of the City of San Juan Bautista. In addition, personnel performing work under this agreement shall be direct employees of the contractor. At no time shall contractor, nor contractor's employees, represent themselves as City staff.

SELECTION PROCESS

Proposals will be evaluated based upon, but not limited to, the following criteria (not listed in order of importance):

1. Project methodology and approach
2. Firm's standing and capability to provide the required services
3. Qualifications and experience of firm and the personnel named in the proposal
4. Technical expertise and resources
5. Past performance on governmental engagements, based on client references and other verifiable information
6. Overall cost

Proposals will be reviewed and evaluated by the City. Oral interviews of the most responsive firms may be scheduled shortly after the deadline submission date and may be conducted remotely or by phone at the option of the City.

The City reserves the right to award a contract based on proposal submittal only, without benefit of an oral interview.

Ranked Responses

The City shall rank, in the order of preference, two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall

then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price. The City reserves the right to make multiple awards as a result of this solicitation.

EVALUATION CRITERIA

The following weighting and points will be assigned to this Request for Proposal for evaluation purposes:

CRITERIA	MAX POINTS
Project Understanding	10
Work Plan and Approach	25
Qualifications of Personnel	15
Experience and Resources	15
Past Performance/References	10
Bill Rates	25
Total	100

Award

Award of contract will be made as may be in the City's best overall interest. Award will be made to the lowest, responsive and responsible respondent(s) who, in the City's sole judgement, has the necessary experience, skill, business standing, equipment, staffing, and financial stability to provide professional civil engineering services.

Accordingly, the City reserves the right to award one or more contracts based on professional qualifications and areas of expertise.

CONTRACT TERM

This agreement shall commence upon execution by both parties and shall continue for a period of three (3) years, with four (4), one-year option renewal periods. The prices quoted shall be fixed during the initial one-year period of the contract and price increases may be allowed thereafter as authorized by the City. Price increases may be requested annually after the first year, subject to the following conditions.

Only one (1) price increase will be allowed each year as the result of:

- 1) Manufacturer or supplier price increases in the product(s) offered
- 2) Governmental or regulatory agency increases to the trade
- 3) Consumer Price Index, All Urban Consumers (CPI-U) increases to the industry

Any request for a price increase must be substantiated with documentation from a manufacturer, supplier, or governmental agency; and must be submitted in writing at least

thirty (30) days prior to the effective date of the increase. Overall increases of greater than 5% from prior year prices will not be allowed.

The City shall be the sole judge as to whether a price increase will be allowed.

Decreases in service prices will be allowed at any time.

KEY PERSONNEL

If the City, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing services, then the consultant will recommend a different person or persons to be designated as the contact person or to perform required services.

The City reserves the right to terminate, without penalty, any contract awarded under this Request for Proposal when key personnel identified are not available. Substitution may only occur with advance explicit approval of the City. Substitute personnel must have equal or greater education and experience.

It is further understood that respondent, and its employees, in performing the required services of this RFP, operate as an independent contractor and not as an employee or agent of the City.

Note: Subcontracting of any services required under this Request for Proposal is prohibited unless pre-authorized by the City Manager, or designee.

FAITHFUL PERFORMANCE BOND

Successful respondent may be required to furnish the City with a surety bond conditioned upon the faithful performance of the contract. This may take the form of a bond executed by a surety company authorized to do business in the State of California and approved by the City, an endorsed Certificate of Deposit, or a money order or a certified check. The bond shall be in a sum equal to one hundred percent (100%) of the amount of the first year of the contract price.

INSURANCE

Respondent shall provide proof of Commercial Liability and Property Damage Insurance prior to performance of duties. Coverage shall be from a company authorized to transact business in the State of California and shall be in an amount not less than \$5,000,000 combined single limit (CSL). The City shall be named as an additional insured and thirty (30) days notice of cancellation shall be indicated.

Professional Liability coverage in an amount not less than \$2,000,000 per occurrence is required.

Automobile Liability coverage in an amount not less than \$1,000,000 per accident for bodily injury and property damage is required.

Worker's Compensation coverage in an amount not less than \$1,000,000 per claim for each employee engaged in work on City premises is required.

Respondent is solely responsible for all insurance premium payments.

BOND/INSURANCE SUBMITTAL

Within ten (10) consecutive calendar days after the notice of award is issued, the respondent to whom a contract is awarded shall deliver to the City bonds and insurance in the form and amounts authorized by the City as outlined in the RFP documents.

INDEMNIFICATION

Respondent shall defend, indemnify, protect and hold harmless the City, its elected and appointed officers, employees, and agents, from and against all claims for damages, liability, and expenses (including attorney's fees) arising out of this agreement and/or respondent's performance hereunder, except as to such damages, liability, and expenses due to the sole negligence or willful acts of the City, its officers, employees or agents.

TERMINATION

The City may terminate this agreement and be relieved of any consideration to the respondent should respondent fail to perform in the manner required. Furthermore, the City may terminate this agreement for any reason without penalty upon giving thirty (30) days written notice to the respondent. In the event of termination, the full extent of City liability shall be limited to an equitable adjustment and payment for materials and/or services authorized by and received to the satisfaction of the City prior to termination.

PROTESTS

Protests by unsuccessful respondents to the selection for award shall be submitted in writing to the City Manager no later than five (5) business days after award recommendation. Failure to submit a timely written protest to the City Manager shall bar consideration of any such protest.

- a) The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based and shall include all pertinent documents and evidence.
- b) A written protest may not challenge the relative weight of the evaluation criteria or formula for assigning points.
- c) Only a respondent whose proposal is timely received and fully complies with all terms and conditions of the Request for Proposal may protest an award.
- d) Any and all costs incurred by a protesting party in connection with the protest of a solicitation shall be the sole responsibility of the protesting party.

The City Manager shall evaluate the protest and issue a written decision within five (5) business days after receipt of the protest. The protester shall be notified if additional time is needed to adequately investigate the claim. During the evaluation process, the City may, at its sole discretion, suspend further action on the solicitation, or proceed with an award.

The decision of the City Manager for contract awards valued at \$50,000 or less shall be final. For awards exceeding \$50,000, an unsuccessful respondent shall have the right to appear before the City Council to protest any award requiring Council approval.

NO COMMITMENT TO AWARD

Issuance of this RFP and receipt of proposals does not commit the City to award a contract. The City expressly reserves the right to postpone proposal opening for its own convenience, to accept or reject any and/or all proposals received in response to this RFP, to negotiate with more than one respondent concurrently, or to cancel all or part of this proposal.

The City further reserves the right to negotiate material aspects of proposals received, including costs, services and scheduling, when determined to be in the best overall interest of the City.

OWNERSHIP OF WORK PRODUCT

All reports, studies, information, data, forms, designs, plans, procedures, systems and any other materials or properties produced for this project shall be the sole and exclusive property of the City. No such materials or properties produced, in whole or in part, shall be subject to private use, copyrights, or patent rights by respondent without the express written consent of the City.

NON-ENDORSEMENT

As a result of the selection of a respondent to provide services; the City is neither endorsing nor suggesting that the respondent's services are the best or only solution. Respondent agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of City.

GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Venue shall be the County of Monterey.

COMMENTS/EXCEPTIONS

Respondents are responsible to become familiar with all instructions, terms, conditions, and contract documents governing this Request for Proposal, including the City's standard **Consultant Services Agreement**, a copy of which is available upon request. Submission of a proposal will be considered specific evidence of having performed the above.

Successful respondent shall be required to sign the City's standard Consultant Services Agreement prior to commencement of work. Please note any comments or exceptions with your submittal. Once the award has been made, failure to have read all the terms, conditions, and specifications of this RFP shall not be cause to alter the original proposal nor to request additional compensation.

Note: Excessive and/or material exceptions to the RFP may be cause for rejection of your proposal.

CITY ENGINEER SERVICES QUESTIONS

H&B 1000; MNS 1130

1. Describe San Juan Bautista and its challenges in terms of budget, staffing, and infrastructure
2. What is the difference between City Engineering services, and Civil Engineering services?
3. Describe small-town customer service.
4. Utilities – maintaining and planning for water and wastewater; hiring an operator
5. Supporting “up” and “down” within the organization
6. Cost Management and CIP- discuss CIP projects being worked on now, and that will be needed
7. Task-by-task versus a retainer
8. What resources does the City have now that will be helpful? What other resources might you need?
9. Continuity- how to work with existing engineering staff to merge into the job.
10. What is the difference between CM for the water project and CM for the Force main?
11. Questions for the City?

Prospective Bidder List

Members:

A Ettley
Amanda Musy-Verdel
Aronow, Gabe
Chris Gardner
D Kurcina
Daniel Carley
Don Chapin
Frank Lopez
Frederik Venter
Grace Silverboard
Harris and Associates
Jeff Edwards
Kimbley-Horn
Michael Kenney
Mike Edwards
Mike Leantiades
MNS Engineers
Patrick Dobbins
Railee Glasser
Rosie Herrera
Sean Houck
Tracy Allen
Wildan

aettley@gmail.com
amanda@hannabrunetti.com
Gabe.Aronow@stantec.com
chrisg@wallacegroup.us
dkurcina@bkf.com
daniel.carley@kimbley-horn.com
dchapin@donchapin.com
Frank.Lopez@WeAreHarris.com
frederik.venter@kimbley-horn.com
gsilverboard@caleng.com
BizDev@WeAreHarris.com
jedwards@mnsengineers.com
ca.marketing@kimbley-horn.com
Michael.Kenney@construction.com
medwards@mnsengineers.com
m.leantiades@4-leafinc.com
bd@mnsengineers.com
pdobbins@ci.gonzales.ca.us
r.glasser@4-leafinc.com
rherrera@calvada.com
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tallen@mnsengineers.com
abarnds@wildan.com



City of San Juan Bautista

The "City of History"

P.O. Box 1420
311 Second Street
San Juan Bautista,
California 95045
Main: (831) 623-4661
Fax: (831) 623-4093

City Council

Mayor
Leslie Q. Jordan

Vice Mayor
Cesar E. Flores

Councilmember
Mary V. Edge

Councilmember
John Freeman

Councilmember
Scott Freels

City Manager
Don Reynolds

City Clerk
Vacant

City Treasurer
Michelle Sabathia

November 2, 2022

Jeff Edwards
MNS Engineers Inc.
525 Strawberry Road
Royal Oaks, CA 95076

Re: Agreement for Professional Services

Dear Mr. Edwards:

The City Council for the City of San Juan Bautista accepted your proposed agreement for engineering services at their October 18, 2022 meeting. Thank you for assisting with updating the agreement. Attached is the agreement, signed by both parties.

Additionally, the following information is required of all contractors:

- Certificate of insurance naming the City as additional insured, for the levels outlined in Exhibit C of the contract.
- Business License. An application is included.

Invoices for payment can be submitted electronically to Veronica Munoz Noriega at officeasst@san-juan-bautista.ca.us.

We look forward to working with your company.

Sincerely,

Trish Paetz
Acting Administrative Services Manager

Enclosures

**CITY OF SAN JUAN BAUTISTA
PROFESSIONAL SERVICES AGREEMENT
FOR CITY ENGINEER AND ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into on October 18, 2022, by and between the City of San Juan Bautista, a California general law city, hereinafter referred to as the "City," and MNS Engineers, Inc, ("MNS"), a California Corporation, hereinafter referred to as the "Contractor." City and Contractor are sometimes individually referred to as "party" and collectively as "parties" in this Agreement.

Recitals

- A. On August 18, 2022, the City issued a Request for Proposal for Civil Engineering services. Proposals were received until 2:00 p.m. PDT on September 27, 2022.
- B. Contractor submitted "Proposal to Provide City Engineering Services," dated September 27, 2022, which is hereby incorporated into the scope of services to be provided to the City.
- C. On October 18, 2022, the City Council Adopted Resolution 2022- 79, and awarded the Agreement to retain Contractor provide the dedicated hours necessary to be the City Engineer, and to provide associated engineering services as described in Exhibit A "Proposal to Provide Engineering Services," hereinafter referred to as the "Project."
- C. Contractor represents and warrants that it has the qualifications, experience and personnel necessary to properly perform the services as set forth herein.
- D. City desires to retain Contractor to provide such services.

Terms and Conditions

For of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises contained herein, City and Contractor agree to the following terms and conditions:

1. Scope of Work.

Contractor is hereby hired and retained by the City to work in a cooperative manner with the City to fully and adequately perform those services set forth in **Exhibit "A"** attached hereto ("Proposal to Provide Engineering Services"), to include but not limited to:

- a. the duties of City Engineer, the City's role of City Engineer with a retired Public Works Director that will be here at the City 20-24 hours per week;
- b. attend public City meetings as necessary,
- c. be the on-call 24-hours per day, 7 days a week;

- d. Make available to the City its full array of experienced engineers specializing in drinking water, sewer systems, and capital improvements and construction management;
- e. Provide the construction management services for the Force Main project and the Pavement Management Program;
- f. City will utilize the various engineering services indicated in Exhibit A as needed through-out the term of this Agreement. Each task will be assigned a Task Order to bill against.

(b) Contractor shall perform all such work with skill and diligence and pursuant to generally accepted standards of practice in effect at the time of performance. Contractor shall provide corrective services without charge to the City for work which fails to meet these standards and which is reported to Contractor in writing within sixty days of discovery. Should Contractor fail or refuse to perform promptly its obligations under this Agreement, the City may render or undertake the performance thereof and the Contractor shall be liable for any expenses thereby incurred.

(c) If services under this Agreement are to be performed by a design professional, as that term is defined in California Civil Code §2782.8(b)(2), design professional certifies that all design professional services shall be provided by a person or persons duly licensed by the State of California to provide the type of services described in Section 1(a). By delivery of completed work, design professional certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws, and the professional standard of care in California.

(d) Contractor is responsible for making an independent evaluation and judgment of all relevant conditions affecting performance of the work, including without limitation site conditions, existing facilities, seismic, geologic, soils, hydrologic, geographic, climatic conditions, applicable federal, state and local laws and regulations and all other contingencies or considerations.

(e) City shall cooperate with Contractor and will furnish all information data, records and reports existing and available to City to enable Contractor to carry out work outlined in Exhibit "A." Contractor shall be entitled to reasonably rely on information, data, records and reports furnished by the City. However, the City makes no warranty as to the accuracy or completeness of any such information, data, records or reports available to it and provided to Contractor which were furnished to the City by a third party. Contractor shall have a duty to bring to the City's attention any deficiency or error it may discover in any information provided to the Contractor by the City or a third party.

2. Term of Agreement & Commencement of Work.

(a) Unless otherwise provided, the term of this Agreement shall begin on the date of its full execution and shall expire on October 17, 2025, unless extended by amendment or terminated earlier as provided herein. The date of full execution is defined as the date when all of the following events have occurred:

(i) This Agreement has been approved by the City's Council or by the board, officer or employee authorized to give such approval; and

(ii) The office of the City Attorney has indicated in writing its approval of this Agreement as to form; and

(iii) This Agreement has been signed on behalf of Contractor by the person or persons authorized to bind the Contractor hereto; and.

(iv) This Agreement has been signed on behalf of the City by the person designated to so sign by the City's Council or by the officer or employee authorized to enter into this Contract and is attested to by the San Juan Bautista City Clerk.

(b) Contractor shall commence work on the Project on or by October 18, 2022.

(c) This Agreement may be extended upon written agreement of both parties, for as many as three one-year term extensions.

3. Compensation.

(a) City liability for compensation to Contractor under this Agreement shall only be to the extent of the present appropriation to fund this Agreement. For services to be provided under this Agreement in the form of Staff Augmentation, City shall compensate Contractor on a time and materials basis in an amount not to exceed Twenty Thousand Dollars per month (\$20,000.00) and for specific tasks outside of the Staff Augmentation, ("Task Orders") to include but are not limited to specific capital improvements, or development related work, as approved by the City Manager, in accordance with the provisions of this Section and the Fee Schedule attached hereto as Exhibit B and incorporated herein by this reference.

(b) Invoice(s) in a format and on a schedule acceptable to the City shall be submitted to and be reviewed and verified by the Project Administrator (see Section 5(a)) and forwarded to the City's Finance Department for payment. City shall notify Contractor of exceptions or disputed items and their dollar value within fifteen days of receipt. Payment of the undisputed amount of the invoice will typically be made approximately thirty days after the invoice is submitted to the Finance Department.

(c) Contractor will maintain clearly identifiable, complete and accurate records with respect to all costs incurred under this Agreement on an industry recognized accounting basis. Contractor shall make available to the representative of City all such books and records related to this Agreement, and the right to examine, copy and audit the same during regular business hours upon 24-hour's notice for a period of four years from the date of final payment under this Agreement.

(d) Contractor shall not receive any compensation for Extra Work without the prior written authorization of City. As used herein, "Extra Work" means any work that is determined by the City to be necessary for the proper completion of the Project but which is not included within the Scope of Work and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with Exhibit B.

(e) Expenses not otherwise addressed in the Scope of Services or the Fee Schedule incurred by Contractor in performing services under this Agreement shall be

reviewed and approved in advance by the Project Administrator (Section 5(a)), be charged at cost and reimbursed to Contractor.

(f) There shall be no charge for transportation within San Benito, Monterey, and Santa Cruz Counties required for the performance of the services under this Agreement; travel to other locations must be approved in writing and in advance by the City, mileage will be charged at the then current standard rate for business travel as set by the U.S. Internal Revenue Service for such approved travel.

4. Termination or Suspension.

(a) This Agreement may be terminated in whole or in part in writing by either party in the event of a substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be affected unless the other party is given (1) not less than ten days written notice of intent to terminate, and (2) provided an opportunity for consultation with the terminating party prior to termination.

(b) If termination for default is affected by the City, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due the Contractor at the time of termination may be adjusted to cover any additional costs to the City because of the Contractor's default. If after the termination for failure of Contractor to fulfill its contractual obligations, it is determined that the Contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the City.

(c) The City may terminate or suspend this Agreement at any time for its convenience upon not less than thirty days prior written notice to Contractor. Not later than the effective date of such termination or suspension, Contractor shall discontinue all affected work and deliver all work product and other documents, whether completed or in progress, to the City.

(d) If termination for default is affected by the Contractor or if termination for convenience is affected by the City, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for termination shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by Contractor relating to written commitments that were executed prior to the termination.

5. Project Administrator, Project Manager & Key Personnel.

(a) City designates as its Project Administrator the City Manager, or his or her designee, who shall have the authority to act for the City under this Agreement. The Project Administrator or his/her authorized representative shall represent the City in all matters pertaining to the work to be performed pursuant to this Agreement.

(b) Contractor designates Paul Greenway as its Project Manager who shall coordinate all phases of the Project. The Project manager shall be available to City at all

(c) Contractor warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement. Contractor, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of services upon written request of City. Contractor has represented to City that certain key personnel will perform and coordinate the work under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of the City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: _____.

6. Delegation of Work.

(a) If Contractor utilizes any subcontractors, consultants, persons, employees or firms having applicable expertise to assist Contractor in performing the services under this Agreement, Contractor shall obtain City's prior written approval to such employment. Contractor's contract with any subcontractor shall contain a provision making the subcontract subject to all provisions of this Agreement. Contractor will be fully responsible and liable for the administration, completion, presentation, and quality of all work performed. If such persons are utilized, they shall be charged at cost. City reserves its right to employ other contractors in connection with this Project.

(b) If the work hereunder is performed by a design professional, design professional shall be directly involved with performing the work or shall work through his, her or its employees. The design professional's responsibilities under this Agreement shall not be delegated. The design professional shall be responsible to the City for acts, errors or omissions of his, her or its subcontractors. Negligence of subcontractors or agents retained by the design professional is conclusively deemed to be the negligence of the design professional if not adequately corrected by the design professional. Use of the term subcontractor in any other provision of this Agreement shall not be construed to imply authorization for a design professional to use subcontractors for performance of any professional service under this Agreement.

(c) The City is an intended beneficiary of any work performed by a subcontractor for purposes of establishing a duty of care between the subcontractor and the City.

7. Skill of Employees. Contractor shall ensure that any employees or agents providing services under this Agreement possess the requisite skill, training and experience to properly perform such services.

8. Confidential and Proprietary Information. In the course of performing services under this Agreement Contractor may obtain, receive, and review confidential or proprietary documents, information or materials that are and shall remain the exclusive property of the City. Should Contractor undertake the work on behalf of other agencies, entities, firms or persons relating to the matters described in the Scope of Work, it is expressly agreed by Contractor that any such confidential or proprietary information or materials shall not be provided or disclosed in any manner to any of Contractor's other clients, or to any other third party, without the City's prior express written consent.

9. Ownership of Data. Unless otherwise provided for herein, all documents, material, data, drawings, plans, specifications, computer data files, basis for design calculations, engineering notes, and reports originated and prepared by Contractor, or any subcontractor of any tier, under this Agreement shall be and remain the property of the City for its use in any manner it deems appropriate. Contractor agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City. Contractor shall provide two (2) sets of reproducible of the above-cited items, except for the computer data files which shall consist of one (1) set. Contractor shall use all reasonable efforts to ensure that any electronic files provided to the City will be compatible with the City's computer hardware and software. Contractor makes no representation as to long-term compatibility, usability or readability of the format resulting from the use of software application packages, operating systems or computer hardware differing from those in use by the City at the commencement of this Agreement. Contractor shall be permitted to maintain copies of all such data for its files. City acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work and, should City use these products or data in connection with additions to the work required under this Agreement or for new work without consultation with and without additional compensation to Contractor, Contractor makes no representation as to the suitability of the work product for use in or application to circumstances not contemplated by the Scope of Work and shall have no liability or responsibility whatsoever in connection with such use which shall be at the City's sole risk. Any and all liability arising out of changes made by the City to Contractor's deliverables is waived against Contractor unless City has given Contractor prior written notice of the changes and has received Contractor's written consent to such changes.

10. Conflict of Interest.

(a) Contractor covenants that neither it, nor any officer or principal of its firm has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this Agreement. Contractor shall represent the interest of the City in any discussion or negotiation with developers, contractors or any tier, suppliers of labor or materials, and as such, may not accept compensation, commission or payment of any type from any such parties or such parties' agents.

(b) City understands and acknowledges that Contractor may be, as of the date of commencement of services under this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Contractor is unaware of any stated position of the City relative to such projects. Any future position of the City on such projects may result in a conflict of interest for purposes of this section.

(c) No official or employee of the City who is authorized in such capacity on behalf of the City to negotiate, make, accept, or approve, or take part in negotiating, making accepting or approving this contract, shall become directly or indirectly interested

in this contract or in any part thereof. No officer or employee of the City who is authorized in such capacity and on behalf of the City to exercise any executive, supervisory, or similar function in connection with the performance of this contract shall become directly or indirectly interested personally in this contract or any part thereof.

11. Disclosure. Contractor may be subject to the appropriate disclosure requirements of the California Fair Political Practices Act, as determined by the City Manager.

12. Non-Discrimination.

(a) During the performance of this Agreement the Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California and the City. In performing this Agreement, Contractor shall not discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (including cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. Contractor shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.

(b) Contractor shall include the nondiscrimination and compliance provisions of this Section in all subcontracts.

13. Indemnification.

(a) Other than in the performance of professional services by a design professional, which shall be solely as addressed by subsection (b) below, and to the full extent permitted by law, Contractor shall (1) immediately defend (with independent counsel reasonably acceptable to the City) and (2) indemnify the City, its Council, boards, commissions, employees, officials and agents ("Indemnified Parties" or in the singular "Indemnified Party") from and against all liabilities regardless of nature or type arising out of or resulting from Contractor's performance of services under this contract, or any negligent or wrongful act or omission of the Contractor or Contractor's officers, employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines and judgments, associated investigation and administrative expenses; defense costs including but not limited to reasonable attorney's fees; court costs; expert witness fees; and costs of alternate dispute resolution ("Liabilities"). The Contractor's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, the Contractor's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

(b) For Liabilities alleged to arise from design professional's negligent performance of professional services, Indemnified parties shall have no liability to design professional or any other person for, and design professional shall indemnify and hold harmless Indemnified Parties or any Indemnified Party from and against, any and all Liabilities that Indemnified Parties or any Indemnified Party may suffer or incur or to

which Indemnified Parties or any Indemnified Party may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise to the extent occurring as a result of design professional's negligent performance of any professional services under this Agreement, or by the negligent or willful acts or omissions of design professional, its agents, officers, directors, subcontractors or employees, committed in performing any of professional services under this Agreement. For Claims alleged to arise from design professional's professional services, design professional's defense obligation to Indemnified Parties or any Indemnified Party shall include only the reimbursement of reasonable defense costs and attorneys' fees to the extent caused by design professional's negligence.

(c) The foregoing obligations of design professional shall not apply to the extent that the Liabilities arise from the sole negligence or willful misconduct of City or its elected and appointed boards, officials, officers, agents, employees and volunteers.

(d) In any and all Claims against City by any employees of the design professional, anyone directly or indirectly employed by it or anyone for whose acts it may be liable, the indemnification obligation under this Section 13 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the design professional under worker's compensation acts, disability benefit acts or other employee benefit acts.

(e) All obligations under this section are to be paid by Contractor as incurred by City. The provisions of this Section are not limited by the provisions of sections relating to insurance including provisions of any worker's compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its employees and officials. An allegation or determination of comparative active negligence or willful misconduct by an Indemnified Party does not relieve the Contractor from its separate and distinct obligation to defend the City. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub tier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance or subject matter of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.

(f) If any action or proceeding is brought against any Indemnified Party by reason of any of the matters against which the Contractor has agreed to defend the Indemnified Party, as provided above, Contractor, upon notice from the City, shall immediately defend any Indemnified Party at Contractor's expense by counsel reasonably acceptable to the City. An Indemnified Party need not have first paid for any of the matters to which it is entitled to indemnification in order to be so defended.

(g) The review, acceptance or approval of the Contractor's work or work product by any Indemnified Party shall not affect, relieve or reduce the Contractor's indemnification or defense obligations. This obligation to indemnify and defend City, as set forth herein, is binding on the successors, assigns, or heirs of Contractor and shall

survive the completion of the services or the termination of this Agreement or this Section.

14. Insurance & Performance Bond.

(a) As a condition precedent to the effectiveness of this Agreement and without limiting Contractor's indemnification of the City, Contractor agrees to obtain and maintain in full force and effect at its own expense the insurance policies set forth in **Exhibit "C"** "Insurance" attached hereto and made a part hereof. Contractor shall furnish the City with original certificates of insurance, manually autographed in ink by a person authorized by that insurer to bind coverage on its behalf, along with copies of all required endorsements. All certificates and endorsements must be received and approved by the City before any work commences. All insurance policies shall be subject to approval by the City Attorney and Risk Manager as to form and content. Specifically, such insurance shall: (1) protect City as an additional insured for commercial general and business auto liability; (2) provide City at least thirty days written notice of cancellation, material reduction in coverage or reduction in limits and ten days written notice for non-payment of premium; and (3) be primary with respect to City's insurance program. Contractor's insurance is not expected to respond to claims that may arise from the acts or omissions of the City.

(b) City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required herein by giving Contractor ninety days advance written notice of such change. If such change should result in substantial additional cost of the Contractor, City agrees to negotiate additional compensation proportional to the increased benefit to City.

(c) All required insurance must be submitted and approved the City Attorney and Risk Manager prior to the inception of any operations by Contractor.

(d) The required coverage and limits are subject to availability on the open market at reasonable cost as determined by the City. Non availability or non affordability must be documented by a letter from Contractor's insurance broker or agency indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each. Within the foregoing constraints, Contractor's failure to procure or maintain required insurance during the entire term of this Agreement shall constitute a material breach of this Agreement under which City may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect City's interests and pay any and all premium in connection therewith and recover all monies so paid from Contractor.

(e) By signing this Agreement, Contractor hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provision of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Contract. Unless otherwise agreed, a waiver of subrogation in favor of the City is required.

(f) Contractor will furnish to the City, at the City's option, one of the following forms of security: a surety bond issued by a surety authorized to do business in

California and approved by the City, an endorsed certificate of deposit or a money order or a certified check conditioned upon the faithful performance of this Agreement. The security shall be in the amount of 100% of the not to exceed amount set forth in Section 3.a. herein.

15. Independent Contractor. The parties agree that Contractor, its officers, employees and agents, if any, shall be independent contractors with regard to the providing of services under this Agreement, and that Contractor's employees or agents shall not be considered to be employees or agents of the City for any purpose and will not be entitled to any of the benefits City provides for its employees. City shall make no deductions for payroll taxes or Social Security from amounts due Contractor for work or services provided under this Agreement.

This Agreement shall not constitute, and it is not intended to constitute, either party as an employer, employee, agent, partner or legal representative of the other party for any purpose, or give either party any right to supervise or direct the functions of the other party. Except as specifically provided herein, neither party shall have authority to act for or obligate the other party in any way or to extend any representation on behalf of the other party. Each party agrees to perform under this Agreement solely as an independent contractor and neither party shall have any right, power, or authority, nor shall they represent themselves as having any authority to assume, create, or incur any expense, liability or obligation, express or implied, on behalf of the other party for any purpose. Each party agrees not to permit its employees or agents to do anything that might be construed or interpreted as acts of the other party.

16. Claims for Labor and Materials. Contractor shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement, so as to prevent any lien or other claim under any provision of law from arising against any City property (including reports, documents, and other tangible matter produced by the Contractor hereunder), against the Contractor's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

17. Discounts. Contractor agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided herein, and apply such discounts to payment made under this Agreement which meet the discount terms.

18. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

19. Dispute Resolution. If any dispute arises between the parties as to proper interpretation or application of this Agreement, the parties shall first meet and confer in a good faith attempt to resolve the matter between themselves. If the dispute is not resolved by meeting and conferring, the matter shall be submitted for formal mediation to a mediator selected mutually by the parties. The expenses of such mediation shall be shared equally between the parties. If the dispute is not or cannot be resolved by mediation, the parties may mutually agree (but only as to those issues of the matter not resolved by mediation) to submit their dispute to arbitration. Before commencement of the arbitration, the parties may elect to have the arbitration proceed on an informal basis; however, if the parties are unable so to agree, then the arbitration shall be conducted in

accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be binding, unless within thirty days after issuance of the arbitrator's written decision, any party files an action in court. Venue and jurisdiction for any such action between the parties shall lie in the Superior Court for the County of Monterey.

20. Compliance with Laws.

(a) Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California and the City including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be governed by, enforced and interpreted under the laws of the State of California. Contractor shall comply with new, amended or revised laws, regulations or procedures that apply to the performance of this Agreement.

(b) If the Project is a "public work," or prevailing wages are otherwise required, Contractor shall comply with all provision of California Labor Code section 1720 *et seq.*, as applicable, and laws dealing with prevailing wages, apprentices and hours of work.

(c) Contractor represents that it has obtained and presently holds all permits and licenses necessary for performance hereunder, including a Business License required by the City's Business License Ordinance. For the term covered by this Agreement, the Contractor shall maintain or obtain as necessary, such permits and licenses and shall not allow them to lapse, be revoked or suspended.

21. Assignment or Transfer. This Agreement or any interest herein may not be assigned, hypothecated or transferred, either directly or by operation of law, without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

22. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, sent by facsimile ("fax") or certified mail, postage prepaid with return receipt requested, addressed as follows:

To City: City Manager
 City of San Juan Bautista
 311 Second Street
 San Juan Bautista, CA 95045
 (831) 623-4661 ext. 14
 citymanager@san-juan-bautista.ca.us

To Contractor: MNS Engineers Inc.
 Jeff Edwards, Vice President
 525 Strawberry Road
 Royal Oaks, CA 95076
 (805) 692-6921
 jedwards@mnsengineers.com

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three days after deposit in the custody of the U.S. Postal Service. A copy of any notice sent as provided herein shall also be delivered to the Project Administrator and Project Manager.

23. Amendments, Changes or Modifications. This Agreement is not subject to amendment, change or modification except by a writing signed by the authorized representatives of City and Contractor.

24. Force Majeure. Notwithstanding any other provisions hereof, neither Contractor nor City shall be held responsible or liable for failure to meet their respective obligations under this Agreement if such failure shall be due to causes beyond Contractor's or the City's control. Such causes include but are not limited to: strike, fire, flood, civil disorder, act of God or of the public enemy, act of the federal government, or any unit of state or local government in either sovereign or contractual capacity, epidemic, quarantine restriction, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

25. Attorney's Fees. In the event of any controversy, claim or dispute relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

26. Successors and Assigns. All of the terms, conditions and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this paragraph is intended to affect the limitation on assignment

27. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective party.

28. Waiver. A waiver of a default of any term of this Agreement shall not be construed as a waiver of any succeeding default or as a waiver of the provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

29. Severability. Should any portion of this Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Agreement will continue as modified.

30. Construction, References, Captions. Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. The captions of the various sections are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, content or intent of this Agreement.

31. **Advice of Counsel.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of this Agreement.

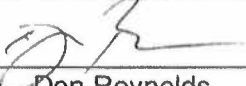
32. **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.

33. **Time.** Time is of the essence in this contract.


34. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters as set forth in this Agreement, and no other agreement, statement or promise made by or to any party or by or to any employee, officer or agent of any party, which is not contained in this Agreement shall be binding or valid.

IN WITNESS WHEREOF, Contractor and the City by their duly authorized representatives, have executed this Agreement, on the date first set forth above, at San Juan Bautista, California.

CITY OF SAN JUAN BAUTISTA

By: 
Name: Don Reynolds
Its: City Manager
Date: 10/25/22

CONTRACTOR

By: 
Name: Jeff Edwards
Its: Vice President
Date: 10.25.22

Attest: (Pursuant to Reso: 2022-78)

By: 
Acting Deputy City Clerk

Approved as to form:

By: 
 Robert Rathie, City Attorney



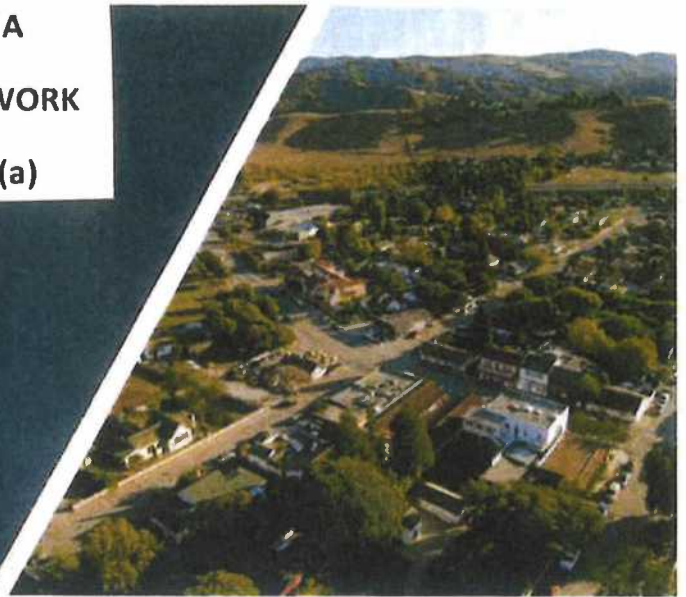
EXHIBIT A
SCOPE OF WORK
Section 1 (a)

CITY OF SAN JUAN BAUTISTA

September 27, 2022

PROPOSAL TO PROVIDE

Civil Engineering Services



825 Strawberry Road | Royal Oaks, CA 95075 | 805.787.8826 Office | mnsengineers.com
Jeff Edwards, Vice President | jeffedwards@mnsengineers.com | 805.831.4848



September 27, 2022

City of San Juan Bautista
Attention: Don Reynolds, City Manager
248 Main Street
Soledad, CA 93960

RE: Statement of Qualifications for Civil Engineering Services

Dear Mr. Reynolds:

Thank you for the opportunity to submit this Statement of Qualifications (SOQ) to provide Civil Engineering Support Services for the City of San Juan Bautista (City). Since 1962, MNS Engineers, Inc., (MNS) has provided quality infrastructure consulting services to the transportation and government service markets throughout California. We specialize in the core services of civil engineering, construction management, and land surveying. As City Engineer and City Surveyor to a number of agencies, we have a unique understanding comprised of both the engineering and the municipality perspectives. Our first-hand knowledge and experience with municipal engineering allows us to maintain long-term municipal clients. Having served Caltrans and local public agencies within the region for numerous years, MNS presents our team to provide the City with these key advantages:

Our Team's Core Benefits

Professional and Qualified Team

Leading the MNS team is Paul Greenway, PE, Principal Project Manager. Paul has over 31 years of civil engineering experience in public infrastructure projects and program management. As the former Assistant Director of Public Works and Road Commissioner for the County of Monterey Department of Public Works, Paul brings a depth of understanding of the requirements and importance of delivering a Capital Improvements Program. Paul will be responsible for working directly with the City's staff to ensure the MNS staff possesses the expertise specific to the task or project at hand, resulting in providing the City with the best results.

Similar Project Experience

Our firm understands agencies expect quality services that remain on schedule and budget, and MNS is committed to providing construction management and inspection services to the City. MNS has held over 150 municipal on-call contracts with over 70 agencies, each with multiple projects. As a testament to our quality of work, we have provided engineering, surveying, government services, construction management, and/or inspection services to the following Northern/Central California public agencies:

- Cities of Belmont, South San Francisco, Brisbane, San Carlos, Daly City, East Palo Alto, Sunnyvale, Berkeley, Dublin, Fremont, Morgan Hill, Newark, Pittsburg, San Jose, Santa Cruz, Arroyo Grande, Buellton, Carpinteria, Goleta, Greenfield, Grover Beach, Morina, Monterey, Paso Robles, Salinas, San Luis Obispo, Santa Barbara, Solvang, and Watsonville

MNS DETAILS

Legal Name
MNS Engineers, Inc.

Firm Ownership Type
C-Corporation

Year Firm Established
1962

California Department of Industrial Relations (DIR)
No. 1000003564

Corporate Office
201 N. Calle Cesar Chavez,
Suite 300
Santa Barbara, CA 93103
805.692.6921 Office/Fax
www.mnsengineers.com

Project Office
525 Strawberry Road
Royal Oaks, CA 95076
805.787.0326 Office

Project Contact
Paul Greenway, PE
Principal Project Manager
831.400.8964 Office
paul@g7ei.com

Authorized Signature
Jeff Edwards
Vice President
805.331.4848 Mobile
805.697.1401 Office
jedwards@mnsengineers.com



- Counties of Alameda, Contra Costa, Humboldt, Monterey, Napa, Sonoma, San Benito, San Luis Obispo, Santa Barbara, Santa Clara, and Santa Cruz
- Special Districts such as Alameda County Flood Control and Water Conservation District, BATA, Metropolitan Transportation Commission, MidPeninsula Regional Open Space District, Peninsula Corridor Joint Powers Board, San Francisco County Transportation Authority, San Mateo County Transportation Authority, Alameda County Transportation Commission, San Joaquin Regional Rail Commission, Santa Clara Valley Transportation Authority, Santa Cruz County Regional Transportation Commission, and Santa Maria Valley Water Conservation District
- Caltrans Districts 3, 4, 5, 6, 7, and 59 (Structures)

Comprehensive Engineering Services

Diversified Experience. Our firm's experience, coupled with our knowledge of municipalities, makes MNS an easy addition to provide professional on-call services. We are able to draw from our highly qualified staff with expertise and resources in the areas of civil engineering, land surveying, and construction management—always finding precisely the right skillset and personality fit for the job. We have included subconsultants to support us with other services that may be required such as environmental, scheduling, and appraisals and acquisitions.

San Benito County Area Experience. MNS has extensive experience working with Caltrans and the various agencies within San Benito County.

Best of Both Worlds. MNS is a full-service firm delivering superior quality and offering a depth of resources—ranging from engineering planning and design to construction management. Our ability to tackle large-scale endeavors without driving up costs or sacrificing personalized service makes us stand out as a client favorite.

Authorized Representative. I am hereby authorized to negotiate and contractually bind MNS and will serve as the firm and project contact:

Jeff Edwards, Vice President

805.331.4848 (mobile) | 805.697.1401 (office) | jedwards@mnsengineers.com

Thank you for the opportunity to submit this SOQ to provide Civil Engineering Services for the City of San Juan Bautista. We are excited about the opportunity and are committed to service the City for the duration of this contract, including option renewals. Please feel to contact me (805.331.4848 or jedwards@mnsengineers.com) or Paul Greenway (831.400.8964 or paul@g7ei.com) with any questions regarding this proposal. Thank you for your consideration.

Sincerely,
MNS Engineers, Inc.

Jeff Edwards
Vice President

Affirmations

Authorized to Practice in California

MNS affirms we are a California Corporation, in good standing. We also affirm our staff are California Licensed Engineers.

Independent

MNS affirms we are independent of the City of San Juan Bautista and no member of our team, or family, is an employee of the City.



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Section 1. Qualifications and Experience

Firm Details

MNS Engineers, Inc. (MNS)	
Local Address	525 Strawberry Road Royal Oaks, CA 95076
Other Offices	Santa Barbara (HQ), Antioch, Buellton, Oakland, Ontario, San Francisco, San Luis Obispo, and Thousand Oaks, and San Jose, CA.
Employees	182
Firm Type	C-Corporation
Established	1962
DIR	No. 1000003564
Point of Contact	Jeff Edwards, Vice President Ph 805.692.6921 jedwards@mnsengineers.com Paul Greenway, PE, Principal Project Manager Ph 831.242.0058 paul@G7ei.com

Firm Qualifications

About MNS

Established in 1962, MNS is a C-Corporation that provides quality infrastructure consulting services to the transportation, water resources, and government service markets throughout California.

Specializing in the core services of civil engineering, construction management, and land surveying, MNS' reputation has been built on clear and direct communication and quality services.

We completely understand the technical, environmental, and regulatory aspects that may be required for any project. We are experienced and knowledgeable with utility and multiagency coordination.

Firm Expertise

Municipal City Engineering

Our experienced licensed civil engineers and technical support staff are available for your project needs. Our engineers utilize the latest computer-aided design (CAD) equipment and technologies to prepare plans, specifications, and estimates (PS&Es). Our engineering and technical teams stay current with material and construction method developments, and public agency specification and code requirements. We offer in-depth project experience and a high level of engineering design skill. We cover design services for all project phases:

- Preliminary engineering studies
- Preparation of contract documents—plans, specifications, and estimates
- Plan check and peer review
- Coordination with project stakeholders and utilities
- Stormwater Pollution Prevention Plan (SWPPP) preparation
- Pre-bid and bid phase assistance
- Permitting with the counties, cities, Caltrans, and other regulatory agencies
- Environmental regulations and permitting
- Requirements for funding from federal, state, and local resources
- Construction administration
- Construction cost estimates
- Report preparation

Land Surveying

Our Land Surveying department is comprised of the following components:

- **Municipal Surveying services.** Our Municipal Surveying Services division provides a substantial amount of private development review, conducting map checking and document review services for tract maps, parcel maps, lot line adjustments, mergers, and certificates of compliance. We also support many cities with their real estate needs such as easement research, roadway



vacation services including resolution preparation, determining fee or easement status of road rights-of-way, annexation mapping and descriptions, and preparation of various documents including grant deeds, easement deeds, and quitclaim deeds.

- **Right-of-Way (R/W) Engineering services.** Our R/W Engineering division has significant expertise in supporting the R/W acquisitions and dispositions required for capital improvement projects. We have very good working knowledge of policies and procedures regarding R/W acquisition and typically tailor our products to match their requirements, often with modifications to suit local agencies. We also have experience in providing early project support preparing the R/W Datasheet and the associated cost estimates. We provide monument preservation services. This is typical for roadway construction projects.
- **Design Surveying services.** Our Design Surveying division has extensive experience in R/W, boundary and easement retracement, ground, aerial and bathymetric topographic mapping, utility mapping, as-builts, and 3-dimensional (3D) scanning survey data collection. Typical projects include roads, highways, bridges, parking lots, pipelines, and other municipal projects including water, recycled water, and wastewater processing and treatment plants.
- **Construction Surveying services.** Our Construction Surveying division has significant experience in providing construction surveying for roads, highways, bridges, retaining walls, pipelines, water processing facilities, and multiple story buildings. We provide stability monitoring for projects requiring excavation near adjacent structures.

Municipal Services

MNS offers assistance to cities, counties, and districts that require program management, review of private development projects, special engineering expertise, or to supplement full-time or part-time staff members during periods of heavy workload.

Public Works Administration Functions

- Preparation of staff reports, attending/presenting at Council meetings
- Public works permit administration: plan review, fee collection, and permit inspection

Development Review

- Entitlement reviews
- Environmental review
- Environmental impact report (EIR) and specific plan review
- Preliminary review/Plan check review
- Development project condition preparation
- Permit issuance and inspection
- Traffic control plans
- Compliance with approved plans and specifications
- Bonding review and cost analysis

Stormwater Compliance

- Wastewater management plans
- Stormwater quality management plans
- Stormwater pollution control plans
- SWPPP

Construction Management and Inspection

- Construction inspection
- Scheduling and CPM review
- Claims avoidance
- Construction phase surveying and staking
- Contract administration
- Constructability review
- SWPPP compliance
- Code compliance
- Multiparty and contractor coordination
- Utility relocation and coordination
- Regulatory agency coordination
- Environmental compliance and restricted work windows
- Funding administration: local, state, and federal

City Surveyor

- R/W engineering
- Plan and map check
- Easement and R/W research
- Tentative and final map review and sign-off

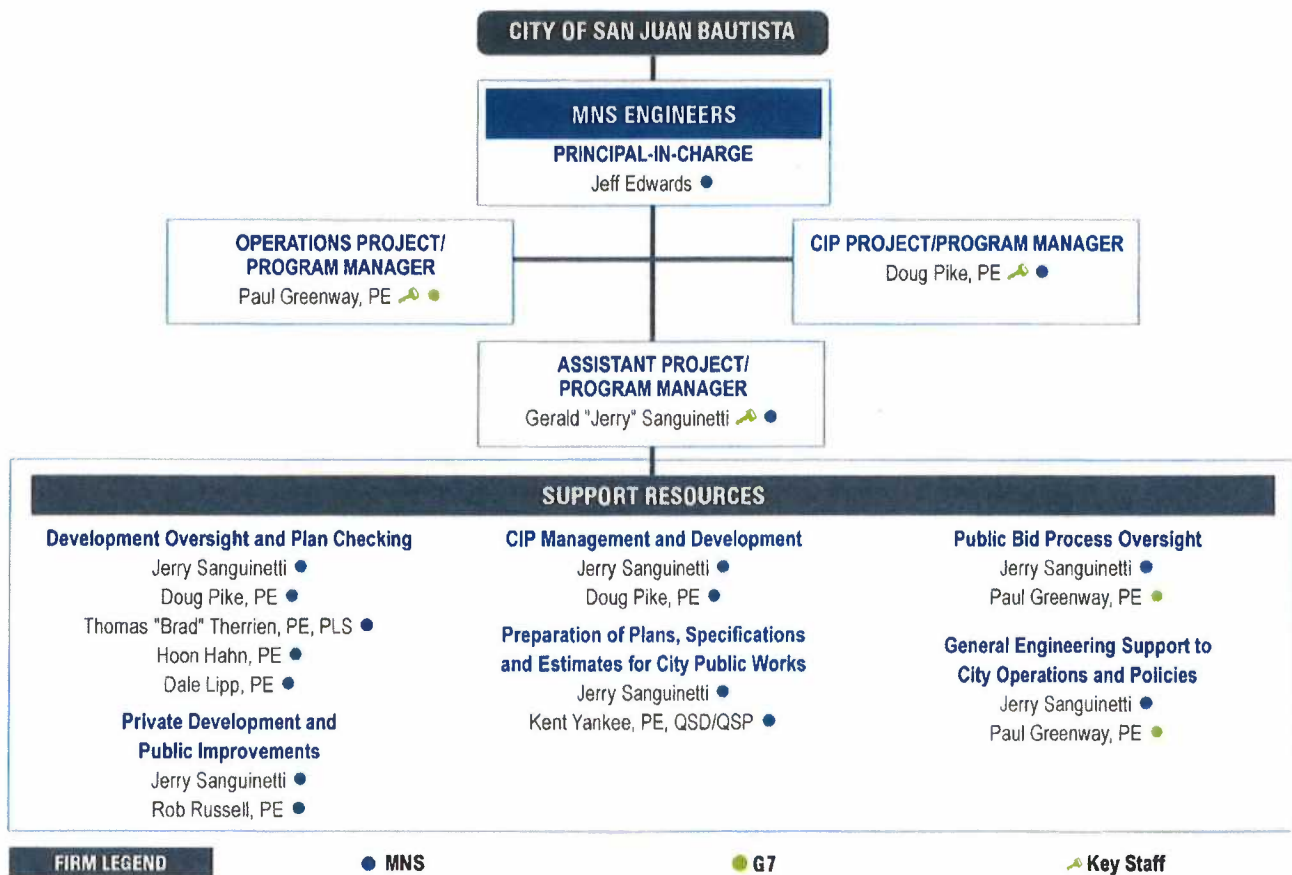


Professional and Qualified Team

The key to a successful project is a highly qualified and well-managed team. We are confident we have the best, reputable team to provide the City with quality services to effectively design, manage, and control this project. Our team was assembled to meet all the specific elements and needs for the project. We work with the following key objectives in mind:

- Quality service and project deliverables
- Time and budget efficiency
- Adherence to quality assurance standards
- Constant communication
- Application of technical and practical expertise

Team Organization



2 Section 2. Partner, Supervisory, and Staff Qualifications and Experience

TABLE 2.A.
Team Members

Team Resumes. Key staff resumes are available in Appendix A.






Staff/Role	Credentials	Firm	Yrs Exp
 Paul Greenway, PE Operations Project/Program Manager <ul style="list-style-type: none"> Public Bid Process Oversight General Engineering Support to City Operations and Policies 	License/Certifications <ul style="list-style-type: none"> Professional Civil Engineer, CA No. 52314 Real Estate Broker, CA No. 01384794 QSD, CA No. 52314 Education <ul style="list-style-type: none"> BS, Civil Engineering, University of Michigan, MI BA, Economics, University of Michigan, MI Affiliations <ul style="list-style-type: none"> American Public Works Association South Central Coast County Engineers (former Director) 	G7	31
 Doug Pike, PE CIP Project/Program Manager <ul style="list-style-type: none"> Development Oversight and Plan Checking CIP Management and Development 	License/Certifications <ul style="list-style-type: none"> Professional Civil Engineer, CA No. 43330 California Emergency Management Agency (OES) Safety Assessment Program Education <ul style="list-style-type: none"> MS, Construction Engineering Management/ Business Administration, Oregon State University, OR BS, Civil Engineering, University of California, Berkeley, CA Affiliations <ul style="list-style-type: none"> American Council of Engineering Companies, San Luis Obispo Chapter American Public Works Association, Channel Islands Chapter Vice President American Society of Civil Engineers UC Santa Barbara Economic Forecast Project, Board President 	MNS	39
 Jerry Sanguinetti, PE Assistant Project/Program Manager <ul style="list-style-type: none"> Development Oversight and Plan Checking Private Development and Public Improvements CIP Management and Development Preparation of Plans, Specifications and Estimates for City Public Works Public Bid Process Oversight General Engineering Support to City Operations and Policies 	License/Certifications <ul style="list-style-type: none"> Six Sigma Blackbelt Certification Lean, DMAIC Education <ul style="list-style-type: none"> Public Policy Credential, Harvard Kennedy School, Cambridge, MA MA, Public Administration, University of California, Santa Barbara, CA MS, Organic Chemistry, University of California, Santa Barbara, CA BS, Molecular Biology, University of California, Santa Barbara, CA 	MNS	17

TABLE 2.A.

Team Members


Staff/Role	Credentials	Firm	Yrs Exp
 Brad Therrien, PE, PLS Development Oversight and Plan Checking	License/Certifications <ul style="list-style-type: none"> Professional Civil Engineer, CA No. 37301 Professional Land Surveyor, CA No. 5519 Emergency Response, Assessment and Recovery HAZWOPPER CA State Registered Disaster Responder Education <ul style="list-style-type: none"> BS, Civil Engineering, Minor in Environmental Engineering, University of Rhode Island RE Academy 	MNS	31
 Hoon Hahn, PE Development Oversight and Plan Checking	License/Certifications <ul style="list-style-type: none"> Professional Civil Engineer, CA No. 60003 Education <ul style="list-style-type: none"> BS, Civil Engineering, University of California, Los Angeles, CA Affiliations <ul style="list-style-type: none"> Past Director, High Desert Chapter, American Public Works Association 	MNS	27
 Dale Lipp, PE Development Oversight and Plan Checking	License/Certifications <ul style="list-style-type: none"> Professional Civil Engineer, CA No. 36789 Education <ul style="list-style-type: none"> BS, Engineering Design, Brigham Young University, UT Affiliations <ul style="list-style-type: none"> American Society of Civil Engineers American Public Works Association National Society of Professional Engineers 	MNS	52
 Rob Russell, PE Private Development and Public Improvements	License/Certifications <ul style="list-style-type: none"> Professional Civil Engineer, CA No. 42871 Education <ul style="list-style-type: none"> BS, Civil Engineering, California State University, Chico, CA Affiliations <ul style="list-style-type: none"> American Society of Civil Engineers American Public Works Association 2012 APWA Person of the Year Award, Monterey Bay Chapter 	MNS	35

TABLE 2.A.

Team Members



Staff/Role	Credentials	Firm	Yrs Exp
 Kent Yankee, PE, QSD/QSP  Preparation of Plans, Specifications and Estimates for City Public Works	License/Certifications <ul style="list-style-type: none"> Professional Civil Engineer, CA No. 74570 Qualified SWPPP Developer, CA No. 74570 Nuclear Gauge Safety Residential/commercial AdvanTex design for Septic Systems Confined Space Awareness Education <ul style="list-style-type: none"> BS, Architectural Engineering, California Polytechnic State University, San Luis Obispo, CA Affiliations <ul style="list-style-type: none"> 2010 APWA Young Professional of the Year Award, Central Coast Chapter 	MNS	20



TABLE 2.B.

Team Member Municipal Experience

	ON-CALL ENGINEERING PLAN CHECKING SUPPORT TEAM						
	Paul Greenway, PE	Doug Pike, PE	Jerry Sanguinetti	Brad Therrien, PE	Hoon Hahn, PE	Dale Lipp, PE	Rob Russell, PE
TYPICAL PRIVATE DEVELOPMENT REVIEW SERVICES							
Agreement Management	✓	✓					
Attending Meetings with City Staff and/or Developer's Design Team	✓	✓	✓				
Entitlement Reviews and Preparation of Project Conditions	✓	✓	✓				
Review of Public Improvement Plans	✓	✓	✓	✓	✓	✓	✓
Review of Street/Roadway Plans	✓	✓	✓	✓	✓	✓	
Review of Water, Sewer, and Recycled Water Plans	✓	✓	✓	✓	✓	✓	✓
Review of Private Improvements Plans	✓	✓	✓	✓	✓	✓	✓
Review of Grading and Drainage Plans	✓	✓	✓	✓	✓	✓	✓
Review of Storm Drain Plans and Hydrology/Hydraulic Reports	✓	✓	✓	✓	✓	✓	✓
Review of Permanent Stormwater Compliance Plans and Calculations	✓	✓	✓	✓	✓	✓	✓
Review of SWPPP and Other Temporary Construction Stormwater Compliance Plans	✓	✓	✓	✓	✓	✓	✓
Review of Engineer's Construction Cost Estimate	✓	✓	✓	✓	✓	✓	✓
Review of Retaining Wall Plans and Structural Design Calculations				✓		✓	✓
Tenant Improvement Reviews	✓	✓	✓	✓	✓	✓	✓
Constructability Reviews	✓	✓	✓	✓	✓	✓	✓
Development Projects Construction Inspection	✓	✓	✓	✓		✓	✓

3

Section 3. Similar Engagements with Other Government Entities

On-Call Public Agency Experience

AGENCY	TYPE OF SERVICES								
	On-Call Services	Bike/Pedestrian Facilities	Drainage Improvements	Land Development Support	Facilities Improvements	Water/WW Infrastructure Upgrades	Street Improvements	Parks and Recreation Improvements	Construction Inspection/Management
City of Arroyo Grande	✓	✓				✓	✓		✓
City of Buellton	✓	✓	✓	✓	✓	✓	✓	✓	✓
City of Goleta	✓	✓	✓	✓	✓		✓	✓	✓
City of Greenfield	✓	✓	✓	✓	✓	✓	✓	✓	✓
City of Monterey	✓						✓		✓
City of Newark	✓						✓		✓
City of Pittsburg	✓		✓	✓	✓		✓		✓
City of Salinas	✓		✓						
City of San Jose	✓								✓
City of San Luis Obispo	✓					✓	✓		✓
City of San Mateo	✓								✓
City of Seaside	✓						✓		✓
City of Watsonville	✓					✓	✓	✓	✓
County of Monterey	✓	✓			✓		✓	✓	✓
County of San Benito	✓						✓		✓
County of San Luis Obispo	✓					✓	✓		✓
County of Santa Cruz	✓							✓	✓
Carmel Area Wastewater Dist.	✓					✓			✓
Castroville Community Services Dist.	✓				✓	✓			✓
Nipomo Community Services Dist.						✓			✓
Pajaro/Sunny Mesa Community Services Dist.	✓					✓			✓
Santa Maria Valley Water Conservation Dist.	✓					✓			✓

Reference Project Experience

On-Call Engineering Services	
Client	City of Buellton
Contact	Rose Hess, Director of Public Works/City Engineer 805.688.5177 roseh@cityofbuellton.com
Staff	Jeff Greenway, PE
Allocated Hours	40 Hours per week
Date	1992–current



Since 1992, MNS has provided development review and survey services, along with developing and refining the standards, forms, submittal, and review checklists and processes used by private development engineers and surveyors for designing private development projects within the City. We coordinate with the Public Works and Planning Departments who rely upon us to provide professional guidance with regard to any land development activities. Sample services include:

Private Development Reviews. Our Development Review team has plan checked residential and commercial project civil plans, including private and public improvements and managed the permit issuance system. We have reviewed National Pollutant Discharge Elimination System (NPDES) compliance calculations, SWPPP reports, hydrology/hydraulic calculations, and other stormwater-related studies. We have also performed construction inspection of private and public utility installation, roadway improvement construction, traffic control issues, and stormwater compliance items.

Municipal Surveying and Map Checking. Our Municipal Survey team provides all aspects of private development review, including tentative and final map review, along with the development and refining of map statements, dedication, and acceptance language. We have established the standards, forms, and processes used by private development surveyors for development within

the City. Using our experience with the California Streets and Highway Code, we recently prepared a Council Resolution for the vacation of portions of an unused road R/W along with the supporting documents including legal descriptions, exhibits, and quitclaim deeds typically needed with these projects.

On-Call Engineering Services	
Client	City of Greenfield
Contact	Paul Wood, CPA, City Manager 831.674.5591 pwood@ci.greenfield.ca.us
Staff	Doug Pike, PE
Allocated Hours	24 Hours per week
Date	2014 – current



Since 2014, MNS has been providing city engineering, development plans and map review services, development inspection services, facilities support, Special Assessment District Engineering services, and Building Department services, including staff augmentation. We have prepared development review checklists and worked with the City to update their standards, fees, forms, and review processes. Services include:

Private Development Reviews. Our Development Review team has been providing comprehensive development review services to the City, including review of commercial and residential private development projects construction plans, such as grading and drainage plans, utility plans, street improvement, water supply/distribution plans, sewer systems, storm drains, stormwater detention/retention calculations, Stormwater SWPPP, and erosion control plans. In addition to development reviews, MNS coordinates with other City departments to finalize the plan checking process and permit management. As part of permit management, we provide inspection services for private and public



improvements including utilities, paving, grading, water systems, sewers, traffic control, and construction BMPs.

Municipal Surveying and Map Checking. MNS provides the City's on-call survey review services, including review of all tentative and final maps such as signing and sealing the maps for technical accuracy, review of lot line adjustments, voluntary mergers, and certificates of compliance. We work directly with the staff in the Planning and Development and Public Works departments. We are often called upon to provide templates for certain easement or R/W grants, quitclaims, and roadway vacations. With our decades of experience with California municipalities, we have developed a library of forms used for these tasks saving the City time and money by accessing those documents for their use. We prepare and maintain a unique and easy to use spreadsheet for tracking the receipt of project submittals and their subsequent review dates. This is critical organization given the State-mandated review time period. We typically target the reviews to be completed within 10 days of receipt in order to ensure the reviews are completed well within the allowed time.

On-Call Engineering Services	
Client	City of Pittsburg
Contact	Dick Abono, Director of Public Works 925.252.4930 rabono@ci.pittsburg.ca.us
Staff	Jeff Greenway, PE
Allocated Hours	40 Hours per week
Date	2015 – current



MNS was selected in 2015 to provide on-call professional civil engineering and surveying services for the City and re-selected for an additional three years of on-call services. Services included transportation, survey, street, waterline, sewer, and storm. Sample relevant projects include:

BART Pedestrian and Bicycle Connectivity Project.

Contract: \$134,000. This project connects the existing trails and surrounding neighborhoods with a planned Bay Area Rapid Transit (BART) transit station and multimodal transfer facility located at the State Route 4/Railroad Avenue freeway interchange. The project is also in close proximity to several retail and commercial businesses—City Hall, City park, County Superior Court, and within one mile of seven different schools. This project provides a safer and user-friendly corridor to encourage more bicycle and pedestrian use with a wide, paved Class I multiuse trail or Class IV buffered bikeway. Improvements include trail lighting, intersection improvements, and additional parking. MNS provided grant writing services as well as plans, specifications, and estimates.

West Leland Road Safety Improvements. Contract:

\$265,000. MNS supported the City with obtaining grant funding and ultimately designing this \$2.6M project administered by the Highway Safety Improvement Program. This project encompassed 11 intersections and was designed for directional median openings, left-turn phasing, new raised medians, pedestrian safety improvements, and new striping.

On-Call Engineering Services	
Client	City of Goleta
Contact	Charlie Ebeling, Director of Public Works 805.961.7569 cebeling@cityofgoleta.org
Staff	Jeff Greenway, PE
Allocated Hours	40 Hours per week
Date	2008 – current



MNS has provided staff members to address the various needs of the City from water, wastewater, surveying, civil/traffic engineers, and construction management/inspection personnel. MNS has provided services to the City since 2008. Services include:



Private Development Reviews. Our development review team is currently providing full service plan check, drainage report review, SWPPP review, encroachment permit, and land development review (impact evaluation, report evaluation, conditions of approval, etc.), traffic count data collection, pavement striping/ signing, and construction traffic control designs.

Municipal Surveying and Map Checking. Our municipal survey team provides services such as reviewing and signing of all parcel maps, tract maps, lot line adjustments, certificates of compliance, and mergers. Additionally, we have provided standardized procedures and document formats and support them with acquisitions, relinquishments, and roadway vacations.

Additional Project Experience

Development Review and Inspection Services

Client City of Salinas
Date 2016 – current

The City selected MNS in 2016 to provide City Surveyor services as they pertain to private development review. We were specifically chosen, in part, for our depth of experience in this field, and also because they value our approach to the review process. This process ensures efficiency by conducting a large part of the review using qualified staff; we ensure quality by requiring the signer of the map for the City review to provide the map and comments prior to delivering the review to the City. As with all new City clients, we begin our process by reviewing the City's Subdivision Ordinance and several final maps that were recently filed in order to understand the conventions and statements typically used. We also discussed the specific process used from start to finish with subdivision maps. The City also values the fact we do not provide private development services, which avoids the potential for conflict of interest.

Surveying. MNS completed map review services for the phased Monte Bella subdivision, a 200-acre subdivision to ultimately be comprised of 853 units.

Stormwater Inspection Services. MNS previously provided NPDES Permit Compliance Support, stormwater compliance inspections, review of submitted documents to SMARTS, and on-site review of the SWPPP documents for private development projects on an as-needed basis.

Development Review and Inspection Services

Client City of Arroyo Grande
Date 2014 – current



MNS provides on-call services for map checking, private development reviews, and construction inspection services:

Private Development Reviews. Our Development Review team is currently providing development reviews for the City. Our reviews include grading, stormwater compliance, hydrology report, sewer and water design, structural design and calculations, flood control issues, certificate of no rise in flood elevation, and other private and public improvements.

Municipal Surveying and Map Checking. Our Municipal Survey team has reviewed parcel maps and tract maps as well as mergers and lot line adjustments for the City over the past three years. We also have reviewed legal descriptions for easements related to the development process; along the way we have been reviewing, improving, and standardizing the map statements and the documents used for lot line adjustments, mergers, and other processes. Because we also provide plan review for the same projects, the survey reviewers coordinate with the design reviewers to ensure certain plan components are consistent with final map components, particularly with regard to easement dedications and locations.

On-Call Engineering Services

Client City of Gonzales
Date 2020 – current

MNS was selected in 2020 to provide land development and stormwater services. We are currently providing assistance to the City of Gonzales (City) to address Stormwater Management Plan (SWMP) issues for implementation and reporting to the Regional Water Quality Control Board (RWQCB). As part of the City's



requirements under its General Permit with the RWQCB, MNS is assisting with components of its stormwater guidance document. Services include:

- Program Management
 - Review Enforcement Response Plan including enforcement actions and incidents log/database and provide update recommendations.
- Illicit Discharge Detection and Elimination
 - Review Spill Response Plan and provide update recommendations.
- Construction Site Stormwater Runoff Control
 - Review construction site inventory and provide update recommendations.
- Post Construction Stormwater Management
 - Review construction site inventory, structural control measures, PCR regulated projects, construction site inspection and enforcement inventory, and provide update recommendations.
- Annual Reporting Program
 - Prepare and submit Phase II Small MS4 Annual Report and Central Coast Post-Construction Stormwater Management Requirements Annual Report (2019–2020 and 2020–2021) and address City comments prior to submitting the Annual Report through SMARTS. Prepare a consolidated SWMP Annual Report for upload onto the City's web page and for use during public meetings (annually).

On-Call Land Development Engineering Services

Client County of Contra Costa

Date 2017–current



MNS is providing professional engineering services in compliance with the latest editions of design standards and engineering practices, including and without limitation, Ordinance Code Provisions, Project Conditions of Approval, Caltrans Highway Design Manual, Floodplain Management Ordinance, Stormwater Management and Discharge Control Ordinance, Municipal Separate

Storm Sewer System, NPDES permit, and Public Works Department Landscape Design, Construction, and Maintenance Standards and Guidelines.

On-Call Engineering Services

Client City of Newark

Date 2016–current



MNS was selected in 2016 to provide on-call professional engineering services. Services include:

Private Development Reviews. MNS is reviewing private development construction plans and associated studies such as street/roadway improvements, grading and drainage plans, storm drains, hydrology/hydraulic reports, stormwater compliance, C.3/C.6 plan review, temporary and permanent best management practices (BMPs), SWPPP, erosion control plans, and other NPDES permit compliance.

On-Call Engineering Services

Client City of Carpinteria

Date 1980–present



MNS has been providing numerous staff members to address the various needs of the City from water, wastewater, surveying, civil/traffic engineers, and construction management/inspection personnel. MNS has provided services to the City since 1980. Sample services include:

- Full service plan check, drainage report review, Stormwater Pollution Prevention Plan (SWPPP) review, encroachment permit, and land development review (impact evaluation, report evaluation, conditions of approval, etc.)



- Field inspection of permitted public works and private land development projects.
- Traffic count data collection, pavement striping/ signing, and construction traffic control designs.

As City Surveyor for over three decades, MNS provides services such as reviewing and signing of all parcel maps, tract maps, lot line adjustments, certificates of compliance, and mergers. Additionally, we have provided various standardized procedures and document formats and support them with acquisitions, relinquishments, and roadway vacations.

On-Call Development Review Services

Client City of Ventura, Ventura Water Department
Date 2016-present



MNS has been providing engineering and administrative services to the Ventura Water Department for review of private development projects. We manage and provide staff support for interdepartmental meetings, entitlement reviews, project conditioning, and plan review services for potable and recycled water and wastewater system improvements of land development projects.

On-Call Project Management Services

Client Santa Cruz County Regional Transportation Commission
Date 2020-present



The Santa Cruz County Regional Transportation Commission (RTC), in cooperation with Caltrans and the Federal Highway Administration (FHWA), is analyzing alternative investments to relieve congestion on State Route 1 (Highway 1) in Santa Cruz County. The Highway 1 program is comprised of Tier I and Tier II stages.

Tier I is a long-term, program-level analysis for the future of the Highway 1 corridor between the Cities of Santa Cruz and Aptos. The Tier I concept for the corridor will be built over time through a series of smaller incremental projects (referred to as Tier II projects). Tier II is a project-level analysis of a smaller incremental project within the Tier I corridor which would move forward based on available funding. Each of the Tier II projects would have independent utilities and benefits to the public and Highway 1 operations. MNS' Project Manager, Martha Daddala, PE, is currently assisting the RTC with three Highway 1, Tier II projects, including:

- Highway 1 Northbound and Southbound Auxiliary Lanes, between 41st Avenue and Soquel Drive. This project includes improvements to Highway 1, a pedestrian/bicycle overcrossing at Chanticleer Avenue, and bus-on-shoulder facilities.
- Highway 1 Auxiliary Lanes and Bus-On Shoulder, from Bay Avenue/Porter Street to State Park Drive. This project includes the demolition of the Capitola Overcrossing and the preparation of project approval and environmental documents (PA&ED) for improvements to Highway 1.
- Highway 1 Auxiliary Lanes and Bus-On Shoulder, between State Park Drive and Freedom Boulevard Interchanges. The Highway 1 Project included improvements in the unincorporated area of Santa Cruz County and proposes the construction of a segment of rail trail. The project proposes to replace the two existing railroad bridges over Highway 1 and widen the bridge over Aptos Creek and Spreckels Drive.



Section 4. Litigation and Claims

During the past five years, MNS has no past or pending lawsuits, litigation, arbitration, or claims to disclose.

Project Management Approach

In the 60 years that MNS has been providing On-Call Engineering services, we have developed methodical, effective procedures for delivering our services in a cost-effective and professional manner. The keys to organizational success are well-thought-out processes and well-documented, quality communications.

1 Design Initiation

Initial Contact Regarding Projects. The Principal Project Manager, Paul Greenway, PE, will be the initial point-of-contact for all engineering services initiated by the City. Paul is available to discuss and evaluate project scope and will determine which of the MNS Project Engineers will be assigned to the services based upon the scope of work and availability to meet the City's desired schedule for project deliverables.

Preliminary Scoping Meeting. Paul will attend the preliminary scoping meeting with the City which will take place either at the City offices or at the project site to determine the full desires of the City staff person and project scope. The schedule of work will be determined at the preliminary scoping meeting as well as number of design reviews, nuances of the work, areas of concern and emphasis, and anticipated challenges. MNS will schedule and devote an optimal, cost-effective project team to oversee and complete the design effort on behalf of the City.

Prepare Detailed Work Scope. Paul Greenway will prepare detailed scope of services for the project based upon the following:

- Our understanding of the project
- Information supplied by the City at the preliminary scoping meeting
- Our own evaluation of the project site and services required

Necessary subconsultants will also be retained at this time for any portion of the work for which MNS does not maintain adequate depth of technical expertise. Detailed scope of services by task and subtask, project deliverables, and preliminary project schedule will be prepared by MNS. The project schedule will identify necessary reviews by the City, building plan check, and outside reviewers. Estimated staff utilization and fee will be prepared on a task-by-task basis. Scope and fee will be formatted for presentation to the City as a letter or submitted in City format as a task order request.

Assistance with Funding Management and Administration. MNS has extensive experience in administering and managing state, federal, and local funding for capital improvement projects. We can assist in tracking, documenting, and reporting the expenditure of these funds and creating the appropriate audit trail.

Quality Control and Assurance. Quality assurance and project review is pertinent to a successful project. Project approach, technical content and accuracy, project layout and appearance, conciseness, completeness, value engineering, and constructability will be carefully considered. The MNS Principal Project Manager will be in close contact with appropriate City staff during the review process and will facilitate incorporation of City comments throughout the entire design process. An internal Quality Assurance/Quality Control (QA/QC) team of specialized engineers and construction managers is available to review and comment on the project prior to key submittals throughout development of the project design.

2 Preliminary Design

Project Research. Project research consists of detailed site/facility investigation, utility notification, preparing initial utility letters requesting atlas sheets, locating record drawings, and other research regarding project standards and requirements. Detailed site investigation depends greatly upon the type of project and facility involved. Project investigation for a traffic signal modification will be much different from pavement rehabilitation. Initial utility notification will be based upon utility operators known to the City and identified by pre-planning requests made to the Underground Service Alert. Notification letters that explain the project and project limits will be sent. MNS will maintain a utility matrix that identifies the status of the correspondence, replies, and known conflicts. Record drawings for existing facilities will be obtained by researching the City archives, making public records requests with Caltrans for state highway plans, and other sources as appropriate to the specific project. Depending upon the project, research may be completed prior to initiating design or may continue through the preliminary design.

Preliminary Project Reports. Preliminary project reports are prepared by the project team to evaluate existing conditions and make recommendations for the project. Examples of preliminary project reports include:

- Hydrology and hydraulic studies
- Geotechnical investigations
- Structure type selection
- Traffic impact studies
- Parking supply demand studies
- Preliminary pavement evaluations and recommendations
- Fact sheet for design exceptions, traffic signal warrants, traffic modeling, traffic studies, and project study reports
- Other traffic engineering studies (speed surveys, crash analysis, etc.)

Preliminary and final environmental studies, including boundary of area of potential environmental effect, may also be performed in conjunction with this task. For all projects, construction and post-construction stormwater requirements will be evaluated and a preliminary compliance strategy will be developed in conjunction with

one of our in-house Qualified SWPPP Developers (QSDs). Draft preliminary project reports will be transmitted to the City Project Manager for review and comment.

Engineering Services Design. We will provide a wide variety of services related to engineering services. This includes, but not limited to:

- Preparation of 35% plans or geometric approval drawings to define the project and provide a basis for technical and environmental review
- Planning, design, construction assistance, and technical review of efforts directed to roadway design, traffic signals, roadside safety features, signage and striping programs, pavement maintenance programs, and related features and activities.
- Design and preparation of construction documents for traffic signal designs, signal and sign warrants, pavement markings and sign placement, construction area traffic control plan preparation, crash data analysis and evaluation, sight distance analysis, etc.
- Coordinated review which involves working with civil engineering companies and City staff on roadway design as related to traffic engineering design principles.

Permitting and Coordination. We will assist City staff with processing projects with Caltrans and other regional/state agencies that require permitting of transportation-related improvement projects. We have a good working relationship with the various divisions within Caltrans, such as permits, traffic operations, electrical operations, and design.

Public Review. The level of project review depends upon the type of project. Projects such as pavement sealcoating and underground utility replacement may have very limited public review and may only include public notification of the proposed project. Projects such as bikeways, creek bank modifications, and new structures will require design review, neighborhood meetings, and in some cases, approval by the planning commission. The MNS Principal Project Manager will determine the appropriate public review for each project during the initial scoping with the City.

Prepare 65% Draft Plans, Specifications, and Estimate.

The MNS Principal Project Manager will communicate with the City during the preparation of the plans,



specifications, and estimates, while the MNS Principal Project Manager will assist with the quality assurance. As required, CAD base backgrounds will be developed for the preparation of project plans and documents. The CAD base backgrounds will be used throughout project development. Field review will be conducted to check the CAD base backgrounds and determine specific site features that must be integrated into the project design. Detailed preliminary (65% complete) design plans and work tabulations will be prepared as necessary for the specific type of work. Plans may likely include sections and details for all project elements. All design calculations and evaluations will be completed at this time. Construction and post-construction stormwater designs and details will be developed as recommended by the QSD to be appropriate to the project. To assist in project review, technical specifications outline or draft technical specifications will be prepared as part of the 65% project submittal. A list of project bid items and unit costs will be prepared for the project estimate. Unit costs will be based upon recent bid prices for similar agency work.

Notice to Utilities. With preliminary plans complete, affected utilities will be notified again of the project and asked to review the plans for the appropriate location of underground facilities and evaluation of conflicts. Utilities will be requested to confirm that no conflicts exist with the proposed work. All utility correspondence and responses will be tracked in the utility matrix.

Project Review Meeting. During the City's review of the 65% submittal, the MNS Principal Project Manager will schedule a review meeting or teleconference with the appropriate City staff person to discuss the project and communicate comments regarding the design submittal.

3 Final Design

Complete 95% Draft PS&E. Comments provided by the City Project Manager will be evaluated and incorporated into the project design as appropriate. Coordination will be performed with the City to clarify intent, resolve conflicts, and reach closure on comments as appropriate. Written responses will be prepared for each comment. Final project plans and technical documents will be prepared by incorporating comments and completing remaining detailing and additional plan

sheets required to adequately communicate design intent. For projects requiring submittal of a SWPPP to the State Board, this document will be prepared during this task. Technical specifications and formal bid packages will be prepared based upon the City templates and City standards. Estimates prepared for the 65% submittal will be revised to reflect changes during the 95% design and new costing information available. Quality assurance review of the 95% deliverable will be coordinated by the MNS Principal Project Manager prior to submittal of review sets to the City Project Manager.

Project Review Meeting. During the City's review of the 95% submittal, the MNS Principal Project Manager will schedule a review meeting or teleconference with the appropriate City staff to discuss the project, and communicate comments regarding the design submittal and strategy to move the project forward to bidding and construction.

Final PS&E Revisions. Final comments from the City will be reviewed and incorporated into the 95% draft PS&E package. Following any necessary external review, final wet sealed/signed documents in reproducible hard copy and PDF format are prepared and delivered to the City Project Manager for bidding. Final CAD files are archived and transmitted to the City.

Utility Relocation Notices. Utilities that require relocation will be identified. Notification letters will be prepared to inform utility operators and provide a timeline for each required relocation.

4 Bid and Construction Support

Bid Support. The MNS Principal Project Manager will assist in soliciting bids for the advertised design project. This will include attending City meetings as necessary and coordinating with other City staff to publish requests for bids in local newspapers, as well as contacting plan rooms and specific contractors to inform them of the upcoming project. MNS will facilitate the submission of plans and specifications in electronic format as necessary. MNS can take the lead on pre-bid meetings and assist in fielding inquiries and coordinating responses from the consultants. During bidding, MNS will prepare responses to bidder questions that are submitted to our Principal Project Manager through the City. Responses will be made to the City for distribution



to the bidder's list. Questions that can be resolved through references within the contract documents will be addressed via e-mail. Those questions that require a more detailed response will result in preparation of a draft bid addenda. MNS will assist, as desired, with addenda to the bid documents. The Principal Project Manager will be available to attend the bid opening and assist in summarizing the results and determining the apparent low bidder. MNS will assist in the selection of the Contractor, including calling listed references and ensuring all contract proposal conditions have been met in accordance with the State Contracting Code. This information will then be submitted to the City and a draft agenda report will be prepared for the Council's approval of the contract.

Design Support During Construction. The MNS Principal Project Manager will continue to work with the City and Resident Engineer to prepare the Notice of Award and send the contractor a notification to prepare proper documentation such as insurance, and coordinate scheduling of the now awarded project. During construction, our engineering team will be available to attend project meetings, conduct on-site reviews, review contractor submittals, respond to contractor RFIs, and participate in project closeout and punch list preparation. Written responses will be prepared for all submittals and RFIs as forwarded by the Resident Engineer. The specific level of support will vary depending upon the complexity of the project and experience of the City's Resident Engineer.

Public Notices and Construction Coordination. The MNS Principal Project Manager will ensure that contract provisions regarding public coordination are met, and coordinate with media as necessary. We will ensure implementation and correctness of any and all proper notices to the public for upcoming work in the area of the project.

Record Drawings. MNS will update the electronic CAD files and prepare plotted mylar, PDF electronic, and AutoCAD electronic copies of the project plans from the bid set AutoCAD files—to reflect changes shown on a single official project redlined plan set maintained jointly by the Resident Engineer and the contractor staff during the project construction. It is important this redlined plan submittal clearly represents the changes to be shown on the project record drawings. When the redlined set is ready for record drawing preparation, we will meet to

review the drawing changes and this scope of services with the Resident Engineer. When redlines have been implemented, we will return draft paper plots to the Resident Engineer for review and approval. With the City's approval, we will prepare final mylar and electronic drawings for engineer approval and archiving.

Schedule Management Approach

The MNS team will accurately manage and track the restrictive elements of time and resources throughout the project. The development of an accurate, detailed, and realistic baseline schedule is critical for a successful implementation of a clear and concise path to achieve project milestones. We will utilize Microsoft Project as the scheduling tool to illustrate and measure our plan to achieve schedule milestones. Several key elements are critical to the development and management of engineering schedules. We will use the following key elements in our schedule development to protect the success of the plan.

Identify Key Project Stakeholders



We will identify the key project stakeholders and how their participation in the project impacts planning such as the City of Salinas and Monterey City and other authorities with jurisdiction, local community involvement, environmental considerations, etc.

Risk Assessment



We will create a detailed and formal risk assessment of those potential issues that could significantly impact the planned schedule. This is a critical part of our planning process and may involve formal risk assessment techniques.

Team Member Agreement



We will gain agreement with all entities involved in the design process to both the logic and durations of activities contained in the schedule. Our experience indicates this "buy-in" from those involved is critical to the success of the schedule plan. While simple in concept, this is one of the most difficult elements to achieve in the planning process.



Face to Face Communication



Our Principal Project Manager is located in the region, facilitating face-to-face communication. Having a local presence near the City offices offers reduced cost of travel and provides for enhanced communication. Once developed and published, MNS will manage the schedule as a living document that must be accurately updated and proactively used as a management tool. Measurement of the progress on a monthly basis will provide good control of items that are lagging behind projected finish dates. This will then impact successor logic in such a manner that the schedule becomes totally inadequate. By maintaining updates, problems are quickly identified and corrective measures are put into place immediately so a potential delay is mitigated as soon as practical.

MNS will issue direction for the design team to implement any needed corrective measures including adding additional team members, working extra days or hours, etc. MNS will reach out to senior management to correct the situation or find other firms to assume portions of that work. MNS considers no design firm or individual will be given the opportunity to negatively impact the project plan.

The MNS team has extensive experience in dealing with changes from owner-initiated changes, unforeseen conditions, environmental impacts, and other unanticipated issues. MNS will submit a time impact analysis for any issue with the potential to delay the overall progress of work. MNS will seek ways to mitigate any potential delay as a first course of action. We maintain an ongoing partnering approach between all stakeholders. This enables creative solutions to potential delay issues as they arise. A team approach to delay mitigation can involve such things as expedited submittal review, re-sequencing of work, and other measures requiring participation from each member of the team. MNS strives to foster an ongoing positive working relationship between team members to facilitate creative time management solutions.

Schedule Format

We will incorporate the current adopted standard the City of Monterey utilizes for scheduling projects to ensure the project fits seamlessly within reports that

City staff present in summary to department meetings. This format will include major categories such as Project Initiation, Environmental, Design Engineering, Utilities, Right-of-Way, Permits, Advertise and Award, Construction and Environmental Mitigation, along with the many subtasks of these categories depending on the specifics of the project.

Cost Management Approach



Our cost management approach provides assurance the design budget will be managed and controlled appropriately. Three major components of cost management involve managing:

- Design budget costs to the scope and limits established at the start of the project
- Estimated construction cost to allowable budget
- Actual construction cost by limiting the potential for change orders

Development of the activities to establish a defined project scope of work and project budget will be essential for each project. Once the early budgets are established, ongoing evaluation of the solutions developed during the collaboration process must be checked against the agreed budget. For each decision, the established construction budget must be maintained; and after the alternatives analysis phase, no changes to design solutions will be implemented without understanding the cost, collaboratively agreeing to the approach, and then establishing the new forecast for the individual element of work once it is agreed upon.

MNS Accounting System

The MNS accounting system will be used to report project financial information and assist the Principal Project Manager in assessing the budget status of the project. The system is updated as costs are entered, providing the management team with real-time financial information. Any budget issues can be quickly identified and corrected before they become problems.



Another element of our cost management strategy is a change management log—a tool used to track all potential and actual changes during design. The agency will understand potential cost and schedule impacts of design changes before they occur.

MNS will provide detailed monthly invoices, which include the following: current period and cumulative expenditures to date, estimated cost of completion, estimated date of completion, approved contract amount by task, and comparison of task budget with an estimate of the costs to complete the task.

The MNS team will provide a progress report including a narrative summary of the specific accomplishments achieved during the billing cycle, problems encountered or anticipated, plans for resolving problems, and anticipated milestones to be achieved during the following billing cycle. Using a standard template, each invoice will be accompanied by a progress report.

Cost Estimating

Providing a sound basis for cost control is the quality of our cost estimating.



KEY BENEFIT

Project financials are available in real time. As such, budget issues can be identified and resolved early.

Our approach in estimating features four stages as follows:

- Each component of the project will be estimated by the design team
- The design team estimates will be vetted by the team's project controls estimators who will estimate the work independently throughout the process and have experience in the field
- Plans, specifications, and estimates (PS&Es) review for constructability to minimize change orders
- Value engineering to achieve construction savings

The project management team will monitor this process closely and drive the project to ensure the design meets the intended construction budget. This is the essence of design-to-budget.



KEY BENEFIT

A comprehensive and independent cost estimate process provides a good level of confidence without surprises.

The design package will have a constructability review by experienced construction management staff. Minimizing change orders focuses on the clarity of contract documents and how the project risk is described and allocated in the contract.



KEY BENEFIT

We will incorporate the current adopted standard the City utilizes for a monthly project budget summary. This budget summary will fit seamlessly within reports the City staff present in summary to department meetings.

Staff Hour Allocation

When establishing work hours for the City, MNS will establish a work plan with an emphasis on base of needs. Some of these priorities are the upcoming streetscape project and the sewer project on the immediate horizon followed by next year's water project to name a few. We'll also gauge the amount of traffic and daily work items that appear each day, currently we are looking at twenty four hours a week consisting of Tuesday, Wednesday and Thursday. Once we are established, we will have a better feel for the city's needs and will adjust up or down as needed.

Having well over one hundred years of experience in municipal engineering, our team has fully understands what can and will appear at any time and are well equipped to make recommendations, apply innovations and to keep the city informed at all times. MNS Engineers is a pro-active company and puts an emphasis on seeing any potential issues before they occur.

We are proposing a cost savings measure with regards to this proposal with a lower priced employee on the ground presently scoped at twenty four hours a week and are quite comfortable with this employees capabilities. When a registered engineer is required we have broken that into two expertise's. The first is operations consisting of administrative duties and



the other would be CIP related operations. This cost savings would equate to roughly \$75,000 each year. We anticipate these professional engineer to contribute on average two to five hours a week depending on the needs of the City.

Also MNS engineers only works for government agencies and therefore will never have a conflict with any land developer. This always avoids any conflicts that we would have to excuse ourselves from.



Section 6. Fee Schedules

As instructed, MNS rates will be submitted in a separate email.



Appendix A. Resumes

Team Members

Name	Role	Firm	PG
Paul Greenway, PE, QSD 	Operations Project/Program Manager	G7	A-2
Doug Pike, PE 	CIP Project/Program Manager	MNS	A-4
Jerry Sanguinetti 	Assistant Project/Program Manager	MNS	A-6
Brad Therrien, PE	Development Oversight and Plan Checking	MNS	A-8
Hoon Hahn PE	Development Oversight and Plan Checking	MNS	A-10
Dale Lipp, PE	Development Oversight and Plan Checking	MNS	A-12
Rob Russell, PE	Private Development and Public Improvements	MNS	A-14
Kent Yankee, PE, QSD 	Supervising Engineer/Structural Engineer	MNS	A-16



Paul Greenway, PE, QSD
Operations Project/Program Manager



Firm

- G7ei Inc.

Areas of Expertise

- Transportation projects
- Sewer and water projects
- Land development
- Project management
- Construction management and administration

Years of Experience

- 32

Licensing

- Professional Civil Engineer, CA No. 52314
- Real Estate Broker, CA No. 01384794
- QSD, CA No. 52314

Education

- BS, Civil Engineering, University of Michigan, MI
- BA, Economics, University of Michigan, MI

Affiliations

- American Public Works Association
- South Central Coast County Engineers (former Director)

Mr. Greenway has over 32 years of civil engineering experience in public infrastructure projects including roads, bridges, buildings, storm drains, water systems, and land development entitlement processing. Prior to MNS, Paul served as Assistant Director and Road Commissioner for the County of Monterey Department of Public Works. His responsibilities in executive management included managing teams of staff and consultants to prepare engineering reports, cost estimates, plans, specifications, and construction administration and management. During his tenure with the County of Monterey, Paul worked on capital projects with a combined value of \$300M and land development projects valued over \$1B.

Paul acted as the Public Works Manager responsible for ensuring the following land development projects were implemented and consistent with general plans, specific plans, municipal codes, California Environmental Quality Act (CEQA) engineering standards, and the appropriate conditions and mitigation measures. His experience includes:

Main Street Bridge Replacement, City of Watsonville, CA. Construction Engineer. This \$10M bridge project provides a vital transportation link for residents of Watsonville traveling south over the Pajaro River. Paul role was to oversee construction activities and communicate with stakeholders on the project status. The project was delivered on time with minimal impact to the community.

Elkhorn Road Emergency Storm Damage Repair, County of Monterey, CA. Project Manager. As a result of heavy rain during the 2016-2017 storm season, portions of Elkhorn Road near Castroville were severely damaged from erosion and landslides. The County of Monterey selected MNS to provide overall project management, design, construction management, and construction inspection for this important project. MNS also coordinates with the environmental subconsultant to obtain all necessary permits from several agencies and with the geotechnical subconsultant for the Geotechnical Report, laboratory testing, earthwork observation, and testing.

Mar Vista Storm Damage Slope Failure Emergency Repair, City of Monterey, CA. Project Manager. For this emergency storm damage repair project, MNS evaluated slope failures and prepared engineering sketches for the City and contractor in order to expedite the necessary



repairs. MNS also monitored construction progress and coordinated with the environmental subconsultant to obtain required permitting from several agencies and with the geotechnical subconsultant for the Geotechnical Report, laboratory testing, earthwork observation, and testing.

2016 Big Sur Emergency Watershed Protection Measures, County of Monterey, CA. Consulting Engineer. MNS provided field review of six locations eligible for federally-funded emergency watershed protection measures. In 2016, the Sobranes fire burned 132,000 acres of land in the Big Sur area.

Blackie Road Emergency Storm Damage Repair, County of Monterey, CA. Project Manager. As a result of the 2016-2017 winter storms, Blackie Road was flooded and damaged. The County of Monterey selected MNS to provide project management, design, construction management, and construction inspection of the required repairs. MNS also coordinates with the environmental subconsultant to obtain all necessary permitting from several agencies and with the geotechnical subconsultant for the Geotechnical Report, laboratory testing, earthwork observation, and testing.

Springfield Water System Improvements, Pajaro/Sunny Mesa Community Services District, CA. Project Manager. This project involves planning and designing upgrades to the Springfield Water System to provide a high quality water source and long-term water supply reliability for the community. The existing Springfield system was fed by a single shallow well, which has documented water quality problems for a number of contaminants including nitrates, salinity, and sulfate. The proposed system will include a new water supply from a well or adjacent system, water treatment, water storage tank, booster pump station, back-up generator, and water transmission mains. In addition, this project will replace water service laterals from the existing distribution mains to each residence currently receiving water from the system. Individual water meters will be provided for each service connection as individual service connections are unmetered. MNS is providing engineering design services, including an engineering planning study and developing complete engineered construction plans.

Critical Water Supply Improvements, Pajaro/Sunny Mesa Community Services District, CA. Project Manager. This ongoing project involves planning, design and construction management for water storage improvements for a disadvantaged community in northern Monterey County. Design elements include a

new 600,000-gallon bolted steel potable water storage tank, system integration, controls, and a variety of site improvements to transform a greenfield site to a municipal facility.

Arsenic Removal Treatment Facility, Castroville Community Services District, CA. Project Manager. MNS served as the Program and Construction Manager for the Well 5 Treatment System for the Castroville Community Services District. Well 5 was established to meet the increasing demand on the water system which produced acceptable water until the State reduced the maximum contaminant level (MCL) for arsenic to 10 µg/l. MNS provided an alternatives analysis for treatment options, providing the operating standards for the treatment system, coordinating with the Integrated

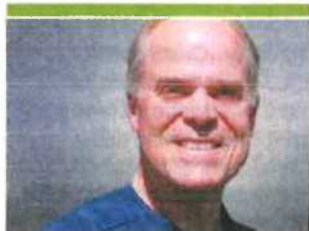
Regional Water Manager Grant Administrator for Proposition 84 funding, establishing the contract basis and procurement of the design-build services, negotiating the guaranteed maximum price for the project, and acting as the owner's representative during construction.

Public Infrastructure Projects

- Thorne Road Bridge Replacement, Soledad
- Arroyo Seco Road Bridge Replacement, Soledad
- State Route 68 at San Benancio Road Intersection Improvements, Monterey
- San Juan Road Safety Improvements and Overlay, Pajaro
- San Miguel Canyon Road at Hall Road Traffic Signal, Prunedale
- Toro Park Wastewater Feasibility Study, Salinas
- Harris Road Overlay, Salinas
- Blanco Road Overlay, Salinas
- Carmel Valley Road Overlay, Carmel Valley
- Castroville Boulevard Overlay and Safety Improvements, Castroville
- Schulte Road Bridge Replacement, Carmel Valley
- Sandholdt Road Bridge Replacement, Moss Landing
- Pajaro Storm Drain Improvements, Pajaro
- Boronda Storm Drain Improvements, Boronda
- East Alisal Soil Remediation, Salinas
- Reservation Road Emergency Slide Repair, Salinas
- Davis Road Bridge Replacement, Salinas
- Peach Tree Road Bridge Replacement, King City
- Nacimiento Lake Drive Bridge Replacement, Bradley
- King City Pedestrian Bridge Replacement, King City
- Castroville Boulevard Pedestrian and Bike Bridges, Castroville
- Moss Landing Bike Trail and Bridge, Moss Landing
- Elkhorn Road Tide Gate and Culvert, Las Lomas



Doug Pike, PE
CIP Project/Program Manager



Firm

- MNS Engineers, Inc.

Areas of Expertise

- Street improvement projects
- Water and wastewater systems
- Infrastructure site development
- Project management

Years of Experience

- 39

Licensing

- Professional Civil Engineer, CA No. 43330

Certification

- California Emergency Management Agency (OES) Safety Assessment Program

Education

- MS, Construction Engineering Management/Business Administration, Oregon State University, OR
- BS, Civil Engineering, University of California, Berkeley, CA

Affiliations

- American Council of Engineering Companies, San Luis Obispo Chapter
- American Public Works Association, Channel Islands Chapter Vice President
- American Society of Civil Engineers
- UC Santa Barbara Economic Forecast Project, Board President

Mr. Pike brings an impressive career experience in the areas of public works project management, engineering management, water resources, and transportation engineering. Previously, Doug contracted as City Engineer for the City of Solvang, and Assistant City Engineer for the City of Buellton. As interim Public Works Director for Solvang, he supervised \$3.5M in capital improvement projects. Doug also spent nine years with the City of Santa Barbara where he managed over 60 capital improvement projects for a total construction cost of over \$25M. His experience includes:

Active Transportation Project (ATP) Grant Sidewalk Improvement and Bike Lane, City of Greenfield, CA.

Project Manager. This sidewalk and bike lane improvement project constructed new curb, gutter, and sidewalks; traffic calming islands; bike lane improvements; and enhanced pedestrian crosswalks to support safe access to two schools and a park. The project connected the west end of the City of Greenfield to the downtown area and involved significant coordination with schools, utility companies, and the public. Unique features included 8-foot-diameter school thermoplastic school pride medallion mascot logos applied to intersections in front of the schools. Funding came from local and special grant sources and was administered per Caltrans Local Assistance Procedure Manual (LAPM).

Union Valley Parkway Extension at State Route 135, City of Santa Maria, CA. QA/QC Engineer. This \$2.5M project designed an extension of Union Valley Parkway, a four-lane secondary arterial. Project elements included a signalized intersection, roadway lighting, landscape architecture, realigned frontage road, roadway median, drainage facilities that regulated storm flows to pre-project levels and promoted maintenance of existing wetlands, and pedestrian and bicycle facilities. This project required extensive utility coordination and County and Caltrans encroachment permit applications.

Pedestrian Improvements and City Hall Bioswale, City of Arroyo Grande, CA. Project Manager. This project featured sidewalk improvements and in-fill at various locations in the City to complete Safe Routes to School and general pedestrian safety. Additionally, this project designed the associated drainage improvements and a bioswale.

Allan Hancock College Bikeway, Phase II, City of Lompoc, CA. Project Manager. This project featured a flood study and hydraulic analysis (Caltrans location hydraulic study) for the design of bicycle and pedestrian improvements between the H Street Bridge (State Route 1) and Allan Hancock College.

District Engineering Services, Mission Hills Community Services District, CA. District Engineer. Responsibilities included providing engineering assistance, including development of revised water and sewer standard details and construction standards; water and sewer modeling and master planning; designing water and wastewater capital improvements; advising the District on development impacts to the infrastructure; regularly attending Board of Director meetings to present findings and to make recommendations for improvements as well as other Board actions; and directing volunteer efforts to benefit the District, including a donated design and survey for a new basketball court for one of the District's parks.

Doug prepared the most recent Standard Plans update to the "Mission Hills Community Services District Standards for Construction of Sewer Mains" and the "Mission Hills Community Services District Standards for Construction of Water Mains." These standards were updated to incorporate new technologies and materials, but with the intent to remain similar in general format to those used by the City of Lompoc whose standards were used for comparison. The Standards language was improved and clarified, and inconsistencies removed. All submittal deadlines for review were met.

Regional Open Space Park and Regional Landfill Permit Implementation and Compliance, City of Santa Maria, CA. Program Manager. This \$1.5M engineering project involves negotiating and obtaining permits with the Regional Water Quality Control Board and Army Corps of Engineers for development of a large regional park (1,700 acres) and landfill (900 acres) development for the City. The project includes groundwater protection, verification of closure or re-closure of abandoned oil wells, BMPs and all aspects of environmental compliance for these projects.

Commercial Water System Development, CA. Engineer-in-Charge. Project experience includes:

- Santa Maria Veterans Affairs Clinic Site Development Plan, including water and fire water design
- Grassini Winery Water and Fire Water Development Plan, including storage and system pumps

- Foxen Canyon Winery Water and Fire Water Development Plan, including storage and system pumps

City of Santa Barbara, CA. Project Manager/Engineer-in-Charge. Doug's experience includes nine years with the City overseeing over 60 capital improvement projects for a total construction cost of over \$25M. Projects included numerous pavement maintenance, traffic, bridge, drainage, utility, and water resources projects:

- Gibraltar Dam Gates Seismic Retrofit
- Gibraltar Dam FEMA funded repairs 1995 Storms
- Gibraltar Dam miscellaneous maintenance projects including log-boom replacement, inspections, and taking piezometer readings
- Skofield Reservoir Replacement and Site Plan
- Various Reservoir Corrosion Repair and Painting Projects
- Garden Street Extension
- Cliff Drive Sewer Force Main Replacement
- Hidden Valley Sewer Realignment
- Hollister Avenue Bridge Replacement
- Hollister Avenue and Bath Street Bridge Replacements

City of Santa Barbara, CA. Supervising Civil Engineer. Doug's experience includes nine years with the City overseeing over 60 capital improvement projects for a total construction cost of over \$25M. Projects included numerous pavement maintenance, traffic, bridge, drainage, utility and water resources such as the following:

- Skofield Reservoir Replacement
- Garden Street Extension
- Cliff Drive Sewer Force Main Replacement
- Hidden Valley Sewer Realignment
- Castillo/ Montecito Intersection Improvements
- Hollister Avenue Bridge Replacement
- Annual Chip Seal, Slurry Seal Projects
- Annual Overlay Projects

City Engineer, City of Solvang, CA.

- State Water Turnout
- Annual Chip Seal, Slurry Seal Projects
- Annual Overlay Projects



Gerald "Jerry" Sanguinetti
Assistant Project/Program Manager



Firm

- MNS Engineers, Inc.

Areas of Expertise

- State legislative and external affairs
- Public policy
- Land use
- Permitting
- Code Compliance
- Finance and budget compliance
- Bond issuance
- Debt capacity/management investments

Years of Experience

- 17

Certification(s)

- Public Policy Credential, Harvard Kennedy School, Cambridge, MA

Education

- MA, Public Administration, University of California, Santa Barbara, CA
- MS, Organic Chemistry, University of California, Santa Barbara, CA
- BS, Molecular Biology, University of California, Santa Barbara, CA

Professional Development

- Six Sigma Blackbelt Certification Lean, DMAIC

Award(s)

- Mayor's Office of Small Business Excellence Award (2x- Parklet Program, Mobile Food Facilities)
- AT&T President's Club Award
- AT&T Pinnacle Award

Mr. Sanguinetti has 17 years of experience in a wide range of organizational expertise including public administration, code enforcement, emergency management, large scale capital development and right-of-way regulatory management. Jerry's background includes navigating through local government regulations and bureaucracy with particular emphasis related to the following:

- Strategic expertise in all phases of entitlements, financing, budgeting, economic and workforce development and community investment
- Land use, permitting, code compliance,
- Building inspection operations, personnel/labor relations, department administration
- Finance, budget; bond issuance, debt capacity/management investments

His experience includes:

Transbay Transit Center, City of San Francisco, CA.
Project Manager. Transbay Transit Center is a modern transportation hub in downtown San Francisco. Extending three city blocks, this five-level transit center includes a Train Station platform, Lower Concourse Level, primary circulation hub at the Ground Level, Second Level with administrative offices and retail space, Bus Deck Level and a 5.4-acre rooftop public park. The Grand Hall features a dramatic light column that brings natural light into the structure. This project also includes two pedestrian bridges and a host of public artworks throughout the facility. As Principal right-of-way interagency coordinator for the \$2.2B Transbay Transit Center Program, Jerry and his team managed the processing of all required street vacation, encroachment and excavation permit applications. Jerry's team managed the design, permitting and construction of all public and private utility relocation and reconnections within the 22-block project area. The project required coordination of all permit applications with authorities having jurisdiction, such as Department of Public Works general excavation, utility excavation, and night noise permits, and Department of Parking and Traffic special traffic permits. Utility and infrastructure coordination responsibilities included assessing the development's impact on existing utility infrastructure and coordination with responsible agencies to determine options to mitigate these impacts, management of utility and civil designs and coordination of site utility connections among the design team and affected agencies, such as PG&E, AT&T, Verizon, Comcast and the SFPUC's

domestic water, auxiliary water supply and sewer systems, and the negotiation and management of joint trench and service agreements with utility agencies serving the development.

Yerba Buena Island/Treasure Island (TI/YBI) Phase 1 Development, City of San Francisco, CA. *Project Manager.* The project repurposes the abandoned Naval Base on Treasure Island into commercial, retail, residential and park land under a master plan developed by the City and County of San Francisco (CCSF), the Treasure Island Development Authority (TIDA), and the Treasure Island Community Development (TICD). Jerry served as the owner's representative for the Yerba Buena Island/Treasure Island Phase 1 Development, including infrastructure optimization, design management, permitting and agency coordination, construction management and infrastructure acceptance on behalf of the master developer. Project and construction management roles and responsibilities span from pre-construction, construction and close-out phases of work. Key services consist of owner's representative for the infrastructure development and management of the Project's infrastructure team, while maintaining focus on safety, cost, schedule and quality; oversight of the developer's financial interests and risk management to reduce potential claims, active change management for undue costs and schedule delays; leveraging existing relationships to ensure both City and non-City regulatory agencies commitment for the approval of proposed infrastructure including formal Infrastructure Acceptance by the County Board of Supervisors; all while maintaining existing utilities and traffic to minimize disruption to existing residents and businesses.

Pier 70 Redevelopment, City of San Francisco, CA. *Project Manager.* Pier 70 is a 28-acre site located along San Francisco's historic southern waterfront. Once redeveloped, this part of the waterfront will become an asset to the surrounding community by blending together a variety of uses, including arts and creative spaces, housing across the spectrum of affordability, light-manufacturing, local retail, 9 acres of waterfront parks, all carefully designed to prevent any new building out of scale with historic structures on the site. Jerry led the interagency project coordination team for horizontal infrastructure supporting the 28-acre waterfront development site (a subset of the 35-acre SUD). In that capacity, Jerry's team was responsible for coordinating approval of the Projects' subdivision maps and street improvement permits, monitoring construction progress, costs and issues on behalf of the Port of San Francisco and bringing infrastructure to acceptance within the timelines outlined within the Projects' Land Disposition and Development Agreement and Phase Applications.

Candlestick Park Redevelopment, Candlestick Point Developments and FivePoint, City of South San Francisco, CA. *Project Manager.* The project redeveloped the existing athletic stadium into a regional retail and entertainment district. The project included off-site transportation improvements and associated housing surrounding site. The \$100M project included, stadium abatement and demolition, site clearing, grading, surcharge, wet and dry utility installations, roadway construction, streetlights, landscaping, and other streetscape improvements. As construction manager for the Candlestick Point Developments, Phases 1, 2, 3, 4, and 5, Jerry7 led the efforts for infrastructure coordination, permitting, construction management, and acceptance support for the master developer, FivePoint. The first major phase construction project included abatement, stadium demolition and clearing of Lots 1, 2, 3, and streets surcharge of adjacent development sites. In addition to infrastructure coordination and infrastructure construction management, Jerry's team also managed the design team (civil engineering), coordinated San Francisco regulatory agencies and 3rd party utility sign offs, construction inspections, and was principal liaison with City inspection representatives. Additionally, Jerry's responsibilities included coordination of utilities excavation, special traffic permits for work in the right-of-way, coordination with BAAQMD representatives, and other environmental consultants. Administratively, Jerry provided leadership on construction administration; preparation, review, and management of project schedules; change order review and negotiation; and coordination of final city and 3rd party utility acceptance for completed phase.

Additional experience includes:

- Hope Potrero Hill, San Francisco
- San Francisco International Airport Wastewater Treatment Plant Redevelopment
- San Francisco International Airport Terminal 1 Boarding Area B redevelopment
- Sunnydale Hope, City of San Francisco
- San Francisco International Airport Terminal 3 West Expansion project
- Bay Area Rapid Transit (BART) Entrance Canopy design/build
- Hunters Point Shipyard redevelopment, San Francisco



Brad Therrien, PE, PLS
Development Oversight and Plan Checking



Firm

- MNS Engineers, Inc.

Areas of Expertise

- Construction management and inspection
- Caltrans, Local Agency
- Bridges
- Roadways
- Water and sewer
- Public agency coordination
- Public/Business Liaison

Years of Experience

- 31

Licensing

- Professional Civil Engineer, CA No. 37301
- Professional Land Surveyor, CA No. 5519

Education

- BS, Civil Engineering, Minor in Environmental Engineering, University of Rhode Island
- RE Academy
- Emergency Response, Assessment and Recovery
- HAZWOPPER
- CA State Registered Disaster Responder

Mr. Therrien is an experienced Construction Manager with a professional background including construction management, engineering, surveying, and public agency management. Brad's project experience includes bridges, highway and local roads, water resource, and sewage facilities. Brad has served as a Construction Manager/Resident Engineer Caltrans type projects and has acted as agency liaison to Caltrans, US Army Corps of Engineers, and Los Angeles County working on freeway and river projects in five California communities. He is familiar with Caltrans specifications, methods, and procedures as well as local agency standards. His background includes extensive public sector experience serving as City Engineer and Public Works Director in several Southern California communities. He has personnel management, budget preparation and control, and department program management experience. His experience includes:

Lost Canyon Development Project, City of Santa Clarita, CA. *Construction Observer.* Brad recently completed a two-year assignment for the City of Santa Clarita representing the City on a major private development project. As full-time construction observer Brad watched the construction of significant drainage and sewer facilities along with 18,000 feet of soil cement river levy, dual inverted sewer syphons, 1,500,000 cubic yards of grading with 500,000 cubic yards of dirt import over public roads. The effort required significant liaison skills to deal with the residents and drivers in the area as well as the ability to represent City issues to the developer.

Railroad Avenue Streetscape, Signal and Bridge Improvement Project, City of Santa Clarita, CA. *Construction Manager.* Brad completed the Railroad Avenue Improvement project consisting of significant landscape, irrigation, stamped concrete medians, signal and box culvert modifications. This project was conducted in a heavily traveled business, residential and commuter zone requirement complex traffic handling techniques. The project also required constant liaison skills with the business owners and utility company in the area.

Old Town Newhall Streetscape Project, Phase 3, Newhall Roundabout Project, City of Santa Clarita, CA. *Construction Manager.* The project involved the removal of a four-legged, signalized intersection and replacing it with an urban roundabout with extensive landscape, street amenities and nostalgic theme street lighting. This project demanded a high level of public



outreach and involves six months of street closures with significant traffic detour requirements in a heavily traveled business community with a high volume of commuter traffic. Brad also served as Construction Manager on the highly acclaimed first two phases of this project which received the APWA Project of the Year Award. This third phase project garnered an additional APWA Project of the Year Award.

Old Town Newhall Streetscape and Roadway Improvements, City of Santa Clarita, CA. Brad served as Construction Manager on phases 1, 2, and 3 for this revitalization project in downtown Newhall. The project consisted of the complete removal and reconstruction of public facilities in an older business community. Work included brick paver sidewalks, extensive landscaping, colored concrete curb and gutter, new pavement with enhanced traffic features, significant utility relocations and coordination, a new storm drains systems and traffic signals, nostalgic street lighting and public amenities. Brad performed extensive public outreach functions and served as liaison to the community and business owners before, during and after construction. Brad was instrumental in keeping the project on track and minimizing project and community impacts through continual coordination with all involved. Maintaining access to the businesses was critical on this project. Brad's responsibilities included contract administration, inspection, grade checking, quantity control, negotiating change orders, coordination with numerous agencies, and records management.

New Well Project, Golden State Water Agency, Ojai, CA. *Construction Observer and Agency Representative.* The project added a new well in an existing well field. The project consisted of the installation well head structure, electronic well controls, piping systems and complete replacement of the well field electrical and mechanical system.

State Route 246 Streetscape Improvements, City of Buellton, CA. *Resident Engineer.* Brad completed this streetscape improvement project within the Caltrans right-of-way on State Route 246. The project included reconstruction of sidewalks and pavement, installation of median improvements, signal modifications, landscaping, and enhanced lighting features. The project required extensive public outreach and coordination of temporary traffic modifications.

Old Town Newhall Streetscape, Phases 1 and 2, City of Santa Clarita, CA. *Construction Manager.* Brad served as Construction Manager on phases 1 and 2 of this 3-phase revitalization project in downtown Newhall.

The project consisted of the complete removal and reconstruction of public facilities in an older business community. Work included brick paver sidewalks, extensive landscaping, colored concrete curb and gutter, new pavement with enhanced traffic features, a new storm drains systems and traffic signals, nostalgic street lighting and public amenities. Brad performed extensive public outreach functions and served as liaison to the community and business owners before, during and after construction. Brad's responsibilities included contract administration, inspection, grade checking, quantity control, negotiating change orders, coordination with numerous agencies and records management.

Douglas Road Bridge at the San Luis Rey River, San Diego, CA. *Construction Manager.* This emergency bridge repair project included replacement of abutment piles and pile extension piers for this multi-span slab bridge that was damaged by storms. Construction also included reconstruction of portions of bridge deck, abutments, armored abutment protection, rock slope protection. Brad's responsibilities included contract administration, inspection, grade checking, quantity control, negotiating change orders, coordination. The project was constructed per Caltrans specifications and the Caltrans Construction Manual per FEMA requirements.

College Avenue Toll Bridge at the San Luis Rey River, San Diego, CA. *Construction Manager.* This bridge repair project was constructed in accordance with Caltrans specification, methods, and procedures. Project included replacement of concrete piling, reconstruction of reinforced concrete abutments, construction of a 60-foot by 80-foot concrete debris pier wall, 440 feet of type "W" sheet piling with type "H" soldier pile shoring/retaining wall, 24 inch-restrained joint steel sewer pipe attached to the sheet piling and installed 440 foot by 120 foot rip-rap armor invert stabilizer. Additional items included falsework, shoring, installing a temporary sewer pumping facility to replace destroyed 24-inch gravity pipe in riverbed. Brad was responsible for all documentation, administration, pay requests, field engineering, and inspection of the project in accordance with Caltrans and FEMA disaster requirements.



Hoon Hahn, PE

Development Oversight and Plan Checking



Firm

- MNS Engineers, Inc.

Areas of Expertise

- Public works management
- Project management
- Capital improvement projects
- Development review

Years of Experience

- 27

Licensing

- Professional Civil Engineer, CA No. 60003

Education

- BS, Civil Engineering, University of California, Los Angeles, CA

Affiliations

- Past Director, High Desert Chapter, American Public Works Association

Mr. Hahn has over 27 years of experience in the civil engineering industry working for municipalities. Hoon's well-rounded experience has given him the opportunity to work closely with the City Manager, City Council, Department of Public Works, and Traffic Commission as well as with consultants and contractors. Prior to MNS, Hoon focused on managing the Capital Improvement Program (CIP) projects for the last 14 years. He served as City Engineer for the Cities of Oxnard and La Cañada Flintridge. He spent most of his career with the City of Santa Clarita where he served as Senior Engineer for the Department of Public Works' CIP. He is also well-versed with development review services where he was responsible for managing the plan check process, writing conditions for the City's entitlement process, and training plan checkers. Hoon is known for his demonstrated leadership, project management especially for high-profile projects, effective interdepartmental and outside agency communication, and ability to maintain a strong team environment. He has been acknowledged as a creative staff member, engineer, and supervisor. His experience includes:

Department of Public Works, City of Oxnard, CA. City Engineer. Responsibilities included managing the inspection, design, and construction groups; training, mentoring, and developing the project management team; and successfully addressing follow-up questions from citizens and Council members. Notable accomplishments and projects included: creating the first Department of Public Works Agenda Forecast list; initiating the development of the first Capital Improvement Program (CIP) list; and serving as one of the team members to complete the 2019-2024 CIP. Hoon also supervised the following projects: Rice Avenue and 5th Street Grade Separation; City's street resurfacing program; City's wastewater treatment facility upgrade design and construction projects; Hueneme Road Recycle Water Line, Phase II; and Seawall Project.

Department of Public Works, City of La Cañada Flintridge, CA. City Engineer. Responsibilities included creating a long-term plan for the Department of Public Works; managing the day-to-day operations; updating City Council about Capital Improvement Program (CIP) projects during City Council meetings; attending the Planning Commission Meetings to support City Planning staff; preparing and presenting agenda items to the City Council and the Public Works and Traffic Commission; facilitating the Public Works and Traffic Commission meetings; managing the National Pollutant Discharge



Elimination System (NPDES) program which included the annual permit report, Enhanced Watershed Management Program (EWMP) and representing the City in the Upper Los Angeles River (ULAR) Enhanced Watershed Management Group; and serving as a member of the City Hall Renovation Committee.

Notable projects where Hoon served as Project Manager included: Foothill Boulevard Link Bikeway and Pedestrian Greenbelt project and Sound Wall Phase II at Interstate 210.

City of Santa Clarita, CA. Various Roles. Hoon's 21-year career at the City provided the foundation to develop and hone his management and civil engineering expertise. He worked for the Capital Improvement Program and Development Services Departments:

Senior Engineer, Capital Improvement Program. Hoon served as a senior staff member in this department where served as Project Manager responsible for writing Requests for Proposals (RFPs) and Council Agenda Reports; hiring consultants for environmental clearance and plans, specifications, and estimates (PS&Es); preparing projects for bid and award process; and managing construction contracts. He directly supervised five project managers; and four indirectly. Notable projects where Hoon served as Project Manager included: \$50M New Sheriff Station, \$15M Newhall Parking Structure (Bridging document), \$30M Golden Valley Road Bridge over the Santa Clara River, \$11M McBean Parkway Bridge Widening, \$250K Brighton Lane Street Rehabilitation; \$275K 8th Street Rehabilitation; and \$1.2M Activity Center Tenant Improvements.

Senior Engineer, Development Services. At the time, Santa Clarita was the fastest growing area in Los Angeles County which enabled Hoon to gain extensive experience in the Transportation and Engineering Services Department. Responsibilities included supervising the City's grading and infrastructure plan check and permitting process; supervising, mentoring, training, and developing Development Services plan check staff; negotiating key elements of major development projects; representing Development Services in the City's Development Review Committee (Entitlement Process) and at Planning Commission meetings; and training the Planning Division on understanding grading plans.

Notable projects included: Robinson Ranch Golf Course, Woodlands Community, Gate King Development, Creekside/Bridgeport, Alta Vista, Stetson Ranch, Golden

Valley Ranch, River Village Development, and Rye Canyon Business Park.

Associate Engineer, Development Services.

Responsibilities included serving as the lead hillside grading plan checker; reviewed all infrastructure plans associated with major developments; and trained and developed staff on floodplain related developments.

Assistant Engineer, Development Services. Hoon began his career with the Transportation and Engineering Services Department. Responsibilities included plan checking all improvement plans and reports associated with development; executing lot line adjustment, certificates of compliance, and final maps; and serving as a public counter support engineer.



Dale Lipp, PE

Development Oversight and Plan Checking



Firm

- MNS Engineers, Inc.

Areas of Expertise

- Plan check and review
- Public works projects
- Land development

Years of Experience

- 52

Licensing

- Professional Civil Engineer, CA No. 36789

Education

- BS, Engineering Design, Brigham Young University, UT

Affiliations

- American Society of Civil Engineers
- American Public Works Association
- National Society of Professional Engineers

Mr. Lipp is a seasoned civil engineer with experience in planning, designing and managing a wide variety of projects. During his career he has performed work for many area agencies including the Cities of Carpinteria, Buellton, Solvang, Ventura, Calabasas, and Seaside; Santa Barbara County and UC Santa Barbara. Plan review has been a major part of this work, including both subdivision plan check and review and comment on plans for public works projects. This experience has provided Dale with the opportunity to develop a solid understanding of the issues of real concern in the condition of approval and plan review process. His experience includes:

Seaside Highlands Tract, City of Seaside, CA. Plan Check Engineer. Dale was the Plan Check Engineer for the City of Seaside Public Works Department for the 380 lot Seaside Highlands tract. This included plan checking of the grading, storm drain, street, structural improvement plans with respect to conformance of the 72 conditions of approval, the EIR, and the vesting tentative map. Dale was responsible for coordinating and addressing all concerns related to plan and map checking with the public works and community development department, Marina Coast Water District, City contract environmental support staff, the developer and his project engineer. He also managed the map checking and was responsible for preparation of construction permits and on-going supplemental inspection support during the construction phase.

City of Seaside, CA. Plan Check Engineer. Responsible for the 380 lot Seaside Highlands tract. Tasks included plan checking of the grading, storm drain, street, structural improvement plans with respect to conformance of the 72 conditions of approval, the EIR, and the vesting tentative map. Dale was responsible for coordinating and addressing all concerns related to plan and map checking with the public works and community development department, Marina Coast Water District, City contract environmental support staff, the developer and his project engineer. He also managed the map checking and was responsible for preparation of construction permits and on-going supplemental inspection support during the construction phase.

Cities of Buellton, Solvang, and Carpinteria, CA. Senior Project Manager/Deputy City Engineer. Responsible for coordinating project designs, disaster recovery response work and plan checking for several agencies from small subdivisions (50 lots) to large

subdivisions (175 lots). His services include coordination and management of land development projects by performing plan and map checking, issuance of grading, excavation and street construction permits, assisting with the preparation of conditions of approval for tentative maps, and inspection of infrastructure improvements within the public right-of-way and erosion control. Dale has recently performed plan and map checking for various size tracts in the City of Buellton. This included preparation of grading, street construction, and excavation permits with respect to implementing of BMPs for erosion control per NPDES requirements, and directing acquisition of permits from the various environmental, federal, state, and county jurisdictions.

City of Calabasas, CA. City Engineer. Responsible for supervising two public works inspectors, one assistant civil engineer, four private contract civil engineers and four private contractors. As a member of the City's Development Review Committee, Dale coordinated and prepared conditions of approval for tentative tract and parcel maps. This included implementing of public works infrastructure and environmental conditions required by EIRs and negative declaration reports. Dale also managed and coordinated plan and map checking, and public works inspection of large subdivisions (200-500 lots) including phasing within each subdivision. He also prepared and presented agenda reports to the City Council and advised the City Manager and City Council on technical issues regarding engineering and public works matters.

Bike Route Project Study Reports (PSRs), County of Santa Barbara. Project Engineer. Dale has prepared PSRs for Santa Barbara County Public Works Department:

- Carpinteria Class I Bike Path-Santa Claus Lane on-ramp to Carpinteria Avenue off-ramp adjacent to US 101 (0.5 mile).
- San Jose Creek Class I Bike Path-Camino Real to the Atascadero Creek Bike Path at Goleta Beach County Park (1.5 miles).
- North Jameson Lane Class II Bike Lane-Olive Mill Road to Sheffield Drive (2 miles).

His preparation included coordinating with affected utility companies, Caltrans and City agencies; reviewing all environmental permitting requirements including historical preservation; traffic circulation elements; conceptual design and engineering; surveying and preparing topographic maps and sketches; preparing cost estimates for funding purposes; and close coordination with the Santa Barbara County Environmental and Transportation Planning Divisions.

Winter Storm Recovery, Goleta Water District, CA.

Project Manager. The District's facilities sustained widespread damage including District access roads, water line, and culvert/bridge crossings of major creeks, drainage structures, and distribution mains, which included a 42-inch transmission line. Dale was immediately involved in preparing and coordinating the District's Exhibit "B", conducting DSR team visits with FEMA and OES, and managing all phases of construction including interfacing of environmental emergency and permanent repair permits and inspections with the US Army Corps of Engineers, Regional Water Quality Control Board, State Fish & Wildlife, Fish & Wildlife, Santa Barbara County Planning & Development Department, CEQA, NPDES and NEPA.

City of San Buenaventura, CA. Project Manager. In this capacity, Dale designed and prepared plans, specifications, and cost estimates for sanitary sewer systems, storm drains, streets, reclaimed water lines and other public works projects. His duties also included plan checking of improvement plans and parcel/tract maps prepared by private engineers and developers to ensure compliance with City standards, local ordinances, approved conditions and the State Map Act. Dale also coordinated and managed two Clean Water Grants through planning and design, totaling \$12.7M worth of construction.



Rob Russell, PE

Private Development and Public Improvements



Firm

- MNS Engineers, Inc.

Areas of Expertise

- Project/program management
- Capital improvement programs
- Engineering design
- Transportation improvements
- Water resources projects

Years of Experience

- 35

Licensing

- Professional Civil Engineer, CA No. 42871

Education

- BS, Civil Engineering, California State University, Chico, CA

Affiliations

- American Public Works Association
- American Society of Civil Engineers

Awards

- 2012 APWA Person of the Year Award, Monterey Bay Chapter

Mr. Russell has over 35 years of civil engineering experience working for a public agency. While at the City of Salinas, Rob worked in numerous roles; the last 16 years were spent as Deputy City Manager, Deputy City Engineer, Engineering/Transportation Services Director, City Engineer, and Deputy Public Works Director. His direct experience gives him an intimate understanding of a public works environment and managing a capital improvement program (CIP). Rob's expertise includes program/project management, engineering design for CIP projects, and inspection. He is also well versed with various funding and grant resources. His experience includes:

Department of Public Works, City of Salinas, CA.

Various Roles. Rob spent his civil engineering career with the City of Salinas (City) where he honed his skills in various roles. Responsibilities included:

- Overseeing all engineering and traffic/transportation operations within the department for seven years (including traffic/transportation, CIP design/inspection, and private development proposal reviews as related to engineering- and public works-related issues, and reviewed California Environmental Quality Act [CEQA] documents)
- Directly supervising upper-level staff members (three senior civil engineers)
- Approving final designs for all capital projects placed out for public bidding (12 years)
- City Engineer duties including designation as City Traffic Engineer, Floodplain Administrator, ADA Coordinator, TFO interpreter, and serving as the City's alternate representative on regional transportation boards (TAMC Board, Executive Committee, Rail Policy Committee; and MST Board)
- Preparing plans/specifications for a variety of capital improvement projects
- Reviewing numerous private development proposals and conditioning those proposals for public works/engineering-related issues via Engineer's reports
- Building permit and planning level permit processes
- Field surveying (design and construction)
- Reviewing/approving final designs for all City-related capital projects and approving changes to plans/specifications via contract change orders



Sample City experience:

Rico Assessment District. *Project Manager.*

Responsibilities included designing street pavement section and City-standard street improvements and sanitary sewer/storm drain systems for 1,500 feet of new streets. Rob prepared and reviewed specifications and construction cost estimates; and monitored the project schedule.

Homestead-Wilson-Villa Assessment District. *Project Manager.* This project was similar to Rico Assessment District, but involved more sidewalk, and curb and gutter repairs; and new pedestrian access ramps per City standards; and design of a lime-treated street pavement section to reduce construction/assessment costs.

Miscellaneous Drainage Improvements. *Project Manager.* To successfully complete this project, Rob met with Maintenance Supervisor to identify greatest drainage maintenance liabilities/biggest maintenance problems in the City. He designed a comprehensive project to address deficiencies requiring the greatest time and effort each year. He coordinated improvements with the City Storm Drain Master Plan Priority List.

Harden Ranch Assessment District. *Project Manager.*

Responsibilities included reviewing the design of the Harden Ranch Planned Community backbone infrastructure and reviewed technical studies related thereto (SD/SS systems and detention pond designs); coordinating the backbone infrastructure with individual subdivision improvement plans to ensure consistency and correctness; and confirming EIR mitigation measures were incorporated into designs as applicable.

High School No. 5 Street Improvements. *Project Manager.* Responsibilities included reviewing the design of the Rogge Road Improvements as related to Salinas High School #5; ensuring consistency with City standards and the certified CEQA document; reviewing the Low Impact Development design along the street improvements and consistency of street improvements with the Future Growth Area's (FGAs) expected Specific Plan design standards.



Kent Yankee, PE, QSD

Preparation of Plans, Specifications, and Estimates for City Public Works



Firm

- MNS Engineers, Inc.

Areas of Expertise

- Grading and drainage
- Hydrology and hydraulic
- Street improvement projects
- Infrastructure design

Years of Experience

- 20

Licensing

- Professional Civil Engineer, CA No. 74570

Certifications

- Qualified SWPPP Developer, CA No. 74570
- Nuclear Gauge Safety
- Residential/commercial AdvanTex design for septic systems
- Confined Space Awareness

Education

- BS, Architectural Engineering, California Polytechnic State University, San Luis Obispo, CA

Awards

- 2017 APWA Monterey Bay Chapter BEST Award, Environmentally Sensitive Projects Category, Elkhorn Road Emergency Storm Damage Repair
- 2017 Transportation Agency of Monterey County (TAMC) Transportation Excellence Award, Elkhorn Road Emergency Storm Damage Repair
- 2010 APWA Young Professional of the Year Award, Central Coast Chapter

Mr. Yankee is a proficient design engineer with a high level of skill in creating site and grading plans, construction plan sets, project specifications and estimates. Kent's skills in AutoCAD and background in structural calculations offer a great combination of services. He is also competent in all aspects of field work including construction observation, and with his background in materials testing, has a keen eye on projects as they progress. Kent has excelled at roles in project management by handling the contract documentation and project implementation of a wide variety of complex projects and meeting time sensitive project deadlines. His experience includes:

2016 – 2019 Annual Road Maintenance, City of Buellton, CA. *Project Engineer.* MNS has been maintaining the City Pavement Management Plan for over 25 years and performs annual maintenance on the City's roadways to extend the life of the transportation network. The City and MNS performed assessment with the proper information necessary in the Plans, Specifications, and Estimate (PS&E) for concrete repairs in the annual projects.

2020 – 2021 Road Maintenance, City of Buellton, CA. *Project Engineer.* MNS prepared Plans, Specifications, and Estimates (PS&Es) for the road maintenance project for the fiscal year. The City had skipped maintenance on selected streets for several years due to private development in those areas, and MNS performed reassessment of the roadway conditions scheduled for treatment.

Municipal Engineering Services, City of Buellton, CA. *Deputy City Engineer.* Kent has been involved in various aspects of work for the City of Buellton including creation of traffic control and construction plans for various street improvements along with engineers cost estimating for multiple projects. Using his knowledge from field work and design he has assisted in updating the City of Buellton Standard Details. Kent has also been intimately involved with mapping of City easements and collecting and mapping data regarding the City's stormwater, sewer, and water systems. His involvement in the City's infrastructure has led him to be involved in the preparation of the City-wide Stormwater Management Plan and updates to Federal Highway Administration (FHWA) designated routing.



Municipal Services/Private Development, City of Buellton, CA. *Deputy City Engineer.* Kent was one of the main contacts for issuing small permits within the City as well as issuing permits for Private Development Projects and Capital Improvement Projects. He would meet with owners and contractors, review plans and calculations, and make assess City regulations, standards and ordinances were met or exceeded in the process. Kent would collect fees and perform intermediate inspections regarding the grading and drainage, storm drain, sewer, water and other infrastructure elements as well as perform final inspection for permit clearance.

Pavement Maintenance CIP, City of Buellton, CA. *Deputy City Engineer.* Kent has been involved in the annual C.I.P. project involving city road maintenance and rehabilitation. He manages the projects from inception to notice of completion. Using his experience, Kent is able to access city streets and make proper plans, specifications and estimates to execute projects in a timely and long-lasting manner. Road conditions are accessed and treatments ranging from crack seal to full depth reclamation are recommended and used to prepare bid documents. Kent works closely with City staff to address other small projects/repairs needed throughout the City to incorporate within the annual project. Kent has used his experience and skills to coordinate the maintenance program and phases necessary of improvements.

Salinas Stormwater Inspections, City of Salinas, CA. *Project Engineer.* MNS was contracted by the City of Salinas to conduct stormwater inspections on a multitude of Private Development Projects in response to a Notice of Violation to the City from the Regional Water Quality Control Board. MNS had to do thorough inspections and reports under intense review from the City and the Water Board. Kent played an integral part as the QA/QC for the reporting process making sure the data was accurate and correct for regulatory reporting standards.

Quick Bid and City Standards Updates, City of Watsonville, CA. *Project Engineer.* Kent used his experience with standard specifications, special provisions, and contract documents to assist the City in updating their existing standards to utilize for their Quick Bid process. The Quick Bid process is utilized by the City for projects under a certain value. Kent was responsible to make sure the documents referenced current standards as well as all applicable contract codes, laws, and regulations. Kent was able to utilize his knowledge to provide recommendations to the City allowing for a more efficient and thorough process.

State Route 246 Pedestrian Lighting, City of Buellton, CA. *Deputy City Engineer.* Working in close coordination with a Caltrans CAPM project correcting and adding deficient features of the main thoroughfare through Buellton, Kent directed the installation of much needed pedestrian lighting. Collaboration between Caltrans and their contractor was pertinent for the success of the project as well as clear communication with PG&E. In the same project, the City was able to advocate updating the existing highway lanes to consider complete streets. Kent led the team that created striping plans with designated bike lanes and proper signage and striping at intersections on a very tight timeline.

Hampton Inn, City of Buellton, CA. *Deputy City Engineer.* Kent worked with the private development team to go over final punch list items and as-builts to make sure the updates from the field inspections and changes in the field necessary for stormwater compliance and infrastructure layout were documented appropriately.

Flying Flags RV Park Expansion, City of Buellton, CA. *Deputy City Engineer.* As a private development project, Kent has worked with the development team to ensure the City infrastructure and drainage facilities are properly installed for long lasting service. He worked diligently with the team to have quick responses to requested changes and additions to the work all the while protecting the City of Buellton's infrastructure.

Pedestrian Safety Improvements, City of Buellton, CA. *Deputy City Engineer.* Kent led a coordinated effort to apply and be awarded an ATP Cycle 3 Grant utilizing concept plans created by MNS to improve the needed safety of crossing State Route 246. The project involves many traffic calming devices and coordination efforts with Caltrans to create a Safe Routes to School crossing. Once funds were allocated, Kent implemented multiple phases of safety improvements along the residential corridor split by State Route 246. The project culminated in installing a flashing beacon system at Sycamore Drive. Kent was a Lead Designer creating plans, specifications and estimates as well as attaining a Caltrans encroachment permit and working through construction as the Project Manager. Kent performed all reported necessary for grant funding as well as before and after studies as required through Caltrans Local Assistance. The project was opened and incorporated not only the flashing beacons but many other safety elements such as curb bulb outs, curb ramps, and signage and striping.



EXHIBIT B FEE SCHEDULE

(Section 3a)



Section 6. Fee Schedules

PROJECT/PROGRAM MANAGEMENT

Principal-In-Charge	\$320
Senior Project/Program Manager.....	295
Project/Program Manager.....	255
Assistant Project/Program Manager.....	215
Senior Project Coordinator.....	175
Project Coordinator.....	145

ENGINEERING

Principal Engineer	\$280
Lead Engineer	245
Supervising Engineer	235
Senior Project Engineer.....	220
Project Engineer.....	200
Associate Engineer.....	180
Assistant Engineer.....	165

SURVEYING

Principal Surveyor	\$260
Lead Surveyor	250
Supervising Surveyor	215
Senior Project Surveyor.....	195
Project Surveyor.....	170
Senior Land Title Analyst.....	165
Associate Project Surveyor	160
Assistant Project Surveyor	145
Party Chief (PW).....	170
Chainperson (PW)	150
One-Person Survey Crew (PW).....	210

CONSTRUCTION MANAGEMENT

Principal Construction Manager	\$305
Senior Construction Manager	275
Senior Resident Engineer	265
Resident Engineer	240
Structure Representative	235
Construction Manager.....	210
Assistant Resident Engineer	195
Sr. Construction Inspector (PW)	177
Construction Inspector (PW)	168
Office Administrator	130

TECHNICAL SUPPORT

CADD Manager	\$195
Supervising Technician.....	165
Senior Technician	155
Engineering Technician	125

ADMINISTRATIVE SUPPORT

Senior Management Analyst.....	\$180
Management Analyst.....	155
IT Technician	135
Graphics/Visualization Specialist	120
Administrative Assistant	95

GOVERNMENT SERVICES

City Engineer	\$240
Deputy City Engineer	215
Assistant City Engineer	205
Plan Check Engineer	190
Permit Engineer.....	180
City Inspector	150
Senior City Inspector (PW)	177
City Inspector (PW)	168
Principal Stormwater Specialist.....	175
Senior Stormwater Specialist	165
Stormwater Specialist	155
Stormwater Technician.....	140
Building Official.....	215
Senior Building Inspector	190
Building Inspector	160
Planning Director.....	215
Senior City Planner.....	190
Assistant Planner	160
Senior Grant Writer.....	175
Grant Writer.....	165
Grant Associate	145
Grant Assistant	125

DIRECT EXPENSES

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the current federal mileage reimbursement rate. Expert Witness services will be charged at three (3) times listed rate.

PREVAILING WAGE RATES

Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or state prevailing wage law and are subject to increases per DIR.

ANNUAL ESCALATION

Standard fee rates provided for each classification are subject to annual escalation appropriate for the prevailing economic conditions.

OVERTIME

Overtime for non-exempt employees will be charged at 1.5 x hourly rate; overtime for exempt employees and other classification will be charged at 1 x hourly rate.

Exhibit C – Insurance

Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form 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.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if consultant provides written verification it has no employees.)
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the Entity for review.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Entity 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 Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions: The Entity, 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 one of the following ISO ongoing operations Forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; and one of the following ISO completed operations Forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.

Primary Coverage

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

Notice of Cancellation

Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance.

Waiver of Subrogation

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity 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 Entity has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Consultant shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity 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 subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

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

5. Right-of-Way Forms RD 442-21 and 442-22

Notes pertaining to the attached map:

RIGHT OF WAY:

1. ALL PROJECT COMPONENTS AND ACCESS ARE ON PUBLIC PROPERTY OR IN PUBLIC RIGHTS OF WAY.
2. DRAWINGS C041 TO C043 DEPICT PROJECT AREAS ON CITY OF SAN JUAN BAUTISTA PROPERTY OR PUBLIC RIGHTS OF WAY.
3. DRAWINGS C043 TO C076 DEPICT PROJECT AREAS IN COUNTY OF SAN BENITO PUBLIC RIGHTS OF WAY.
4. DRAWINGS C076 TO C080 DEPICT PROJECT AREAS ON CITY OF HOLLISTER PROPERTY.
5. DRAWING C078 DEPICTS PROJECT AREA ACROSS CALIFORNIA DEPARTMENT OF TRANSPORTATION HIGHWAY 156.
6. SEE DRAWINGS NOTED HERE AND DETAILS REFERENCED THEREFROM FOR ADDITIONAL RIGHT OF WAY AND PROPERTY BOUNDARY DETAILS.

RIGHT- OF - WAY CERTIFICATE

The undersigned, City of San Juan Bautista,
hereby certifies except as noted in item 4 below:

1. That the undersigned has acquired and presently holds continuous and adequate rights-of-way on private lands needed for the construction, operation, and maintenance of the facilities to be installed, repaired, or enlarged with the proceeds of a loan made or insured by, and/or a grant from, United States Department of Agriculture and such omissions, defects, or restrictions as may exist will in no substantial way or manner endanger the value or the operation of the facilities.
2. That the undersigned has acquired the necessary permits, franchises, and authorizations or other instruments by whatsoever name designated, from public utilities and public bodies, commissions, or agencies authorizing the construction, operation, and maintenance of the facilities upon, along or across streets, roads, highways, and public utilities.
3. That the attached "Right-of-way Map" shows the location and description of all land and rights-of-way acquired by right of use or adverse possession and by legal conveyances such as right-of-way or easement deeds, permits, or other instruments.

4. Exceptions:

All project components are located on City property (San Juan Bautista and Hollister), San Benito County roadways, or across California Department of Transportation (Caltrans) Highway 156. All parties have approved the project and signed the project drawings cover sheet except Caltrans. A Caltrans encroachment permit has been applied for and will be provided herewith as part of this certificate.

WITNESS WHEREOF, applicant hereunto affixes its name and corporate seal this thirteenth (13th) day of

February

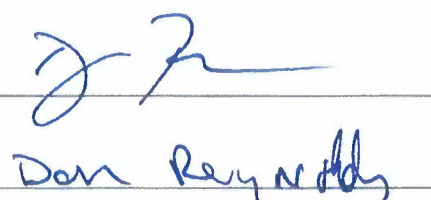
, 20 23

Attest:


(Secretary)

(Affix Corporate Seal Here)

By


Dan Reynolds

Title

City Manager

OPINION OF COUNSEL RELATIVE TO RIGHTS-OF-WAYDate 07-06-2023

Dear Sir:

I have reviewed the action taken by the City of San Juan Bautista, County of San Benito, California (hereinafter called the "Corporation") in obtaining a right-of-way for the construction, operation, and maintenance of the facilities to be installed, repaired, or enlarged with the proceeds of a loan made or insured by, and/or a grant from Rural Development to the Corporation. I have examined the right-of-way instruments, permits, or licenses obtained from landowners, public bodies, and public utilities and made such searches of the public records necessary to determine the legal sufficiency of the instruments covered by the "Right-of-way

Certificate," executed by the Corporation on February 13, 20 23. I also have examined the "Right-of-way Map" to determine whether continuous and adequate land and rights-of-way are owned or have been acquired by the instruments covered in the "Right-of-way Certificate".

Based on the foregoing examination, and to the best of my knowledge, information, and belief, I am of the opinion that:

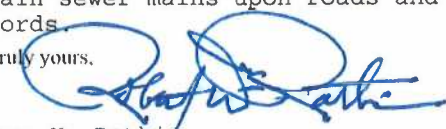
A. The legal instruments by which the Corporation has acquired said rights-of-way (a) are in appropriate and due legal form and adequately confer upon the Corporation the necessary rights-of-way for the construction, operation, and maintenance of its facilities in their present or proposed location, and such omissions or defects as may exist will in no substantial way or manner endanger the value or operation of the facilities, and (b) have each been properly recorded in the appropriate public land records of each County in which any of the land affected thereby is situated. Such consents, releases, or subordinations from lienholders recommended by me or required by Rural Development have been obtained.

B. The legal instruments referred to above give unto the Corporation a continuous and adequate right-of-way to permit the construction, operation, and maintenance of the Corporation's facilities except as below noted.

C. Exceptions:

(i) The letter dated May 2, 2023, from the San Benito County Engineer confirming no recorded easements, property purchases, or rights of way or land use permits are required for the construction, operation and maintenance of that portion of the project located within lands and/or rights of way owned by the County of San Benito is not of record in the County land records. (ii) The Encroachment Permit No. 05-23-N-UJ-0094 approved by the California Department of Transportation on May 4, 2023, to allow installation of one 10" HDPE force main and one 6" conduit inside an existing 42" casing pipe in and adjacent to State Route 156 right of way is not of record in the County land records. (iii) CA Public Utilities Code 10101 giving the City a statutory right to construct operate and maintain sewer mains upon roads and highways is not of record in the County land records.

Very truly yours,


Robert W. Rathie
Attorney for the City of San Juan Bautista

6. Letter from Engineer discussing the status of any permits required for construction.



Stantec Consulting Services
101 Providence Mine Road, Suite 202, Nevada City, CA 95959

June 7, 2023
File: 184031441

Attention: Don Reynolds
City Manager
311 Second Street
San Juan Bautista CA 95045

Dear Mr. Reynolds,

Reference: San Juan Bautista Sanitary Sewer Force Main to Hollister Project Permit Status

The San Juan Bautista Sanitary Sewer Force Main to Hollister Project requires a variety of environmental regulatory and agency jurisdictional permits. Permits secured by the City of San Juan Bautista include the following:

Permit/Action	Permit Number	Status
USFWS BO	08EVEN00-2022-0031493-S7	Completed 08/23/22.
USACE 404 Permit	Corps file number: 2022-00065	Not required. Confirmed 10/24/22.
USACE Section 10 Permit	--	Not required. Confirmed 10/18/22.
CDFW ITP	2081-2022-033-04	Completed 02/09/23
CDFW SAA	SBO-29921-R4	Agreement not needed per SAA Supervisor 02/02/23.
RWQCB NOI	--	Completed. NOI issued 10/21/22
RWQCB Water Change Petition	VW0110	Completed. Petition issued 03/28/23
Caltrans Encroachment Permit	05-SBT-156-8 05-23-N-UJ-0094	Completed. Received 05/05/2023

As noted, the above permits have been completed. However, the Contractor will also be required to secure project related permits to work under the jurisdictions described below. These permits will be secured after the low bid Contractor is under contract with the City to complete the project.

Permit	Description
Caltrans Form TR-0429	This informs Caltrans who (the contractor) is working under the City's permit, described above
County of San Benito Encroachment Permit	This informs the County who is working in their rights of way and provides requirements for the contractor to work in the County rights of way

June 7, 2023
Don Reynolds
Page 2 of 2

Reference: San Juan Bautista Sanitary Sewer Force Main to Hollister Project Permit Status

Permit (continued)	Description
City of Hollister Tree Removal Permit	This is required for tree removal on the City of Hollister Wastewater Treatment Plant site
California Air Resources Board Air Permit	Permit to operate combustion engine equipment in the Air District
Occupational Safety and Health Administration (OSHA) Excavation and Overhead Utility Proximity Permit	These are safety related permits for excavation and work under or near overhead utilities
California State Water Resources Control Board (SWRCB) General Construction Activity Storm Water Permit	This permit regulates stormwater runoff for the project

The pending contractor secured permits will be managed by the Construction Management and Inspection team and can be provided to the City or USDA upon request.

Regards,

Stantec Consulting Services, Inc.



Gabe Aronow, PE credentials
Principal
Phone: 530-913-9197
gabe.aronow@stantec.com

Attachment: none

c. Doug Pike, City Engineer; Paul Greenfield, City Engineer; Mike Starinsky, State Engineer, RD USDA

7. Updated total project budget based upon the actual bid showing all costs associated with the project.

**City of San Juan Bautista
Sanitary Sewer Force Main to Hollister Project
Project Budget Summary**

Description	Amount
Funding Sources	
EPA STAG	\$1,000,000
State of California Appropriation	\$3,000,000
USDA Grant	\$4,303,000
USDA Loan	\$10,268,000
Reimbursable with SD County	\$4,000,000
STBG	\$410,000
Potential USDA Grant	\$250,000
Wastewater Fund	\$427,937
Total Funding Sources	\$23,658,937
Project Costs	
Bond Counsel	\$76,812
Legal Counsel	\$92,232
Interim Financing Interest & Cost of Issuance	\$543,650
Municipal Advisor / Financial Consultant	\$90,000
Hollister Connection Fee	\$2,547,200
Misc Administration, Permits and Fees	\$300,000
Environmental Services	\$291,667
<i>Engineering Services:</i>	
Basic Services	\$2,212,173
Additional Services (incl. Mitigation Credits)	\$864,388
<i>Subtotal: Engineering Services</i>	\$3,076,561
<i>Construction Costs:</i>	
Construction Base Bid	\$18,632,399
Less: Deductive Alternatives	(\$2,113,650)
Less: Construction CCO	(\$391,676)
<i>Subtotal: Construction Costs</i>	\$16,127,073
Contingency	\$513,742
Total Project Costs	\$23,658,937
Funding less Costs	\$0

ITEM	Subtotal	Budget Total	Budget for Award with Deferred Project Elements ^(a)
Property Purchase / Lease Agreements		\$0	\$0
Easement Acquisition / Right of Way / Water Rights		\$0	\$0
Bond Counsel		\$76,812	\$76,812
Legal Counsel		\$92,232	\$92,232
Interim Financing Interest and Costs of Issuance		\$543,650	\$543,650
Municipal Advisor / Financial Consultant		\$90,000	\$90,000
Hollister Wastewater Treatment Connection Fee		\$2,547,200	\$2,547,200
Miscellaneous Administration, Permits and Fees		\$300,000	\$300,000
Environmental Services			
- CEQA Environmental Report	\$70,000		
- NEPA Environmental Report	\$30,323		
- Environmental Permitting	\$66,844		
- Spoils Site Clearance	\$20,000		
- Biological Monitoring During Construction	\$104,500		
Total Environmental Services:		\$291,667	\$291,667
Engineering Services			
Basic Services:			
- Preliminary Engineering Report (PER)	\$112,000		\$112,000
- Preliminary and Final Design Phase Services	\$675,022		\$675,022
- Bidding/Contract Award Phase Services	\$57,832		\$57,832
- Engineering Services During Construction (RFIs, Submittals, DB Support, Meetings, Record Dwgs)	\$521,019		\$521,019
- SCADA and PLC Programming	\$198,500		\$198,500
- Resident Project Representative Services (resident inspector)	\$647,800		\$647,800
Additional Services:			
- Regulatory Compliance Reports	\$5,000		\$5,000
- Environmental Mitigation (Construction Phase - 7.8 credits)	\$468,000		\$468,000
- Easement Acquisition/ROW's Services (Construction Phase)	--		--
- Surveying Services (Construction Phase)	--		--
- Operation & Maintenance Manual	\$125,000		\$36,888
- Geotechnical Services	\$104,500		\$104,500
- Hydrogeologist Services	--		--
- Materials Testing Services (Construction Phase)	\$250,000		\$250,000
Total Engineering Services		\$3,164,673	\$3,076,561
Equipment/Materials (Direct purchase using approved methods, separate from construction bid/cost)		--	
Construction			
- Construction Cost (bid with value engineering and deferred work)	\$17,236,581		\$16,127,073
San Juan Bautista Construction Costs		\$17,236,581	\$16,127,073
Contingency Allowance		\$862,185	\$513,742
TOTAL PROJECT BUDGET:		\$25,205,000	\$23,658,937

SECTION 1**REVISED SCOPE OF SERVICES****Background and Project Understanding**

MNS understands the City is seeking a qualified consulting firm capable of providing construction management (CM) and inspection services for the Sanitary Sewer Force Main to Hollister Project (Project). MNS also understands this portion of the Project will require coordination with Caltrans. The work consists of the following:

- Construction of a 10-inch high-density polyethylene force main (HDPE) sanitary sewer force main extending from the City of San Juan Bautista Wastewater Treatment Plant to the City of Hollister Domestic Wastewater Treatment Plant
- Construction of a primary pump station to convey the wastewater to Hollister
- Construction of a Storage Pump Station
- Construction of Chemical Feed System

MNS understands the work will be complete by June 24, 2024.

The MNS Work Plan**MNS Team**

Based on discussions with the City, we have revised our scope to just include inspection, materials testing, and part-time administrative support. The MNS team for this project includes:

Construction/Project Manager. Murat Bozkurt, PE, PMP, QSD/QSP, will manage the CM contract. Murat has over 18 years of experience in large (\$100M+) complex construction projects (water, wastewater, and power). Murat will be responsible for managing and overseeing the MNS staff and is available to assist with additional technical if needed. He will work directly with the City and will coordinate with the City's Resident Engineer (RE) for the project.

Assistant Resident Engineer (Senior Construction Inspector). Bill Smith, PE, has over 36 years of experience in the design and construction field. Over the past 15 months, Bill has been providing inspection services on various underground storm drain, sanitary sewer, water, and miscellaneous utilities in City right-of-way in both San Juan Bautista and Greenfield. He has a deep understanding and knowledge of City standards and expectations. As the project inspector, Bill will be responsible for daily inspection of the project and coordinating with the City's RE, materials testing subconsultant, and City staff on field related items. It is anticipated that Bill will split his time between the pump station improvements and the pipeline. Since the planned pump station and the pipeline are several miles apart, Bill will not be able to be dedicate full-time inspection to either operation.

Electrical Inspector. It is my understanding that the design engineer will provide electrical inspection as needed for the pump station and plant improvements; therefore, MNS has not included electrical inspection in our scope of work.

Project Administrator/Document Control (Office Administrator). MNS will provide part-time project administration for the project. MNS plans on utilizing Construction Management Information System (CMIS), a cloud-based document control system, to provide all project stakeholders a tool to handle key issues and communications quickly and efficiently. The Office Administrator duties include assisting the RE with managing the document control system, assisting with weekly statement of working days, spot check of certified payroll, assist with progress payments.

Special Inspections and Testing. Pacific Crest Engineering, Inc. (PCE) will provide quality assurance special inspections and materials testing for the new construction as needed. Located in Watsonville, PCE is a local firm that provides geotechnical engineering, geology, materials testing, and special inspections to the public and private sectors of the Monterey Bay area.

Scope of Services

Upon further discussions with the City and in an effort to reduce project costs, it is our understanding that the City will be responsible for providing the RE for the project. MNS will provide one full-time inspector for the project, part-time office administration support, and will contract directly with the materials testing subconsultant, PCE, to provide as needed quality assurance materials testing. We have broken our scope down into three work groups—Task Group 1, Pre-Construction Phase; Task Group 2, Construction Phase; and Task Group 3, Post-Construction Phase.

TASK 1	Pre-Construction Phase
TASK 1.0	Communications Protocol

We will identify key project contacts during the pre-construction phase to include appropriate contacts and permissions for the document control system. Our cloud-based document control system, CMIS, ensures the document distribution process reflects this communication matrix; defines those items requiring action; and provides a resource to ensure timely and effective communication. This system ensures all project stakeholders are informed of the status and allows for effective communication.

TASK 1.1	Pre-Construction Meeting
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A pre-construction meeting will be scheduled once the contractor receives the Notice of Award. MNS will attend the meeting. Topics of discussion typically include special contract requirements/concerns and establishing the protocol used throughout the project. The RE will be responsible for chairing the pre-construction meeting.

TASK 1.2	Pre-Construction Site Survey
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MNS will use both video and photographs to conduct the pre-construction survey. This site survey will provide a record of the conditions of all areas that may be impacted by construction associated with this project.

TASK 1.3	Electronic Document Control System
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Before commencing construction, MNS will establish a cloud-based construction document control and filing system—saving time and reducing risk. MNS will utilize CMIS to integrate information from the design, construction, and City teams. MNS will provide detailed instructions and training on the document submission process.

TASK 2	Construction Phase
TASK 2.0	Weekly Progress Meetings

MNS will attend weekly meetings throughout the project as dictated by the City's RE.

TASK 2.1	Project Communication and Correspondence
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It is understood that all project correspondence will be initiated and maintained through CMIS. This project workflow ensures all project correspondence is held in a single cloud-based file and is available for review on a 24/7 basis.

TASK 2.2	Inspection
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MNS approaches inspection with the understanding we serve as an extension of the City to ensure the contractor provides a quality product meeting the plans and specifications. The Construction Inspector's (Inspector) primary duties involve inspecting and verifying the work in place meets the requirements of the contract. The Inspector's responsibilities include:

Quality Assurance. Inspect the work for quality assurance to verify it meets the requirements of work outlined in the contract documents, tracking of pay items, and materials verification. Any observed deficient work will be rejected.

Daily Inspection Reports/Documentation. The daily report will accurately describe the labor and equipment, work description, and work performed. The inspector will also maintain as-builts; coordinate materials testing; monitor work to comply with project permits and approved stormwater BMPs; regularly photograph construction activity/progress; verify the material

conform to the project specifications and approved submittals.

TASK 2.3	Progress Payment
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MNS will work with the contractor's team and the RE monthly to ascertain the work's fair value since the last period and apply this to the pay request. Extra work and supplemental work costs will be tracked.

TASK 3	Project Closeout
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MNS will review the Contractor's As-Built plans for completeness prior to forwarding drawings to the Design Engineer for final processing of the as-built record drawings. The Inspector will work with the RE and City staff in preparing a final punch list of outstanding contract items to the contractor. A final walkthrough of the project will be scheduled with the City and any other involved entities at the City's discretion. MNS will re-inspect outstanding punchlist items. MNS will submit electronic job files and final reports to the City upon completion of the contract.

CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

Sanitary Sewer Force Main to Hollister Project
City of San Juan Bautista



Project Schedule																													
2023													2024																
PHASE	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov						
Pre-Construction																													\$ 43,520.00
Construction Management																													\$ 1,265,661.20
Project Closeout																													\$ 73,840.00

PHASE																										2023	2024	2023	2024		
		2023												2024												TOTAL HOURS	TOTAL HOURS	HOURLY RATE	HOURLY RATE	TOTAL COST	
Role		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov							
PRE-CONSTRUCTION																															
Construction/Project Manager (Principal CM)								16																		16	0	320.00	332.80	\$ 5,120.00	
Resident Engineer								80																		80	0	255.00	265.20	\$ 20,400.00	
Assistant Resident Engineer(Sr. Insp)								40																		40	0	190.00	197.60	\$ 7,600.00	
Supplemental Asst. Resident Engineer(Sr. Insp)																										0	0	190.00	197.60	\$ -	
Project Administration/Document Control								80																		80	0	130.00	135.20	\$ 10,400.00	
SUB-TOTAL		0	0	0	0	0	0	216	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	216	0			\$ 43,520.00	
CONSTRUCTION MANAGEMENT		Construction																													
Construction/Project Manager (Principal CM)									20	20	20	20	20	20	20	20	20	20	20							100	120	320.00	332.80	\$ 71,936.00	
Resident Engineer									150	150	150	150	150	150	150	150	150	150	150	150							750	900	255.00	265.20	\$ 429,930.00
Assistant Resident Engineer(Sr. Insp)									172	172	172	172	172	172	172	172	172	172	172	172							860	1032	190.00	197.60	\$ 367,323.20
Supplemental Asst. Resident Engineer(Sr. Insp)											80	80	80	80	80	80											160	240	190.00	197.60	\$ 77,824.00
Electrical Inspector(Asst. RE)																											0	0	205.00	213.20	\$ -
Project Administration/Document Control									80	40	40	40	40	40	40	40	40	40	40							240	240	130.00	135.20	\$ 63,648.00	
SUB-TOTAL		0	0	0	0	0	0	0	422	382	382	462	462	462	462	462	382	382	382	382	0	0	0	0	0	2110	2532			\$ 1,010,661.20	
Project Closeout																															
Construction/Project Manager (Principal CM)																				20	10					0	30	320.00	332.80	\$ 9,984.00	
Resident Engineer																				80	40					0	120	255.00	265.20	\$ 31,824.00	
Assistant Resident Engineer(Sr. Insp)																				80						0	80	190.00	197.60	\$ 15,808.00	
Supplemental Asst. Resident Engineer(Sr. Insp)																										0	0	190.00	197.60	\$ -	
Project Administration/Document Control																				80	40					0	120	130.00	135.20	\$ 16,224.00	
SUB-TOTAL		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	260	90	0	0	0	0	0	350			\$ 73,840.00	
TOTAL HOURS		0	0	0	0	0	0	216	422	382	382	462	462	462	462	462	382	382	382	260	90	0	0	0	2326	2882			\$ 1,128,021.20		

Direct Expenses		TOTAL COST	
Direct Expenses		\$	5,000.00
DIRECT EXPENSES SUB-TOTAL		\$	5,000.00

Subconsultants		TOTAL COST	
Materials Testing	PCE	\$	250,000.00
Environmental	Watearth	\$	-
SUBCONSULTANTS SUB-TOTAL		\$	250,000.00

CONSTRUCTION PHASE TOTAL	\$ 1,383,021.20
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Notes:

- Hours based on a construction period start date of August, 2023 and final completion by before June 26, 2024
- Durations based on contractor working 8 hours per day. Overtime will be considered extra and billed at Regular x 1.5.
- Inspection hourly rate reflects day shift rate; night shift hours will be billed at regular plus \$7/hr night differential; hourly rate may adjust should there be any increase in DIR prevailing wage rates.
- Direct expenses will be billed per MNS Standard Fee Schedule
- In the event the services needed beyond 12/31/2024, 4% escalation will be added to hourly rates.

EXHIBIT A

City of San Juan Bautista

City of San Juan Bautista to Hollister Sanitary Sewer Force Main Project

Stantec Scope of Services

The following tasks constitute the scope of work for engineering services during construction, construction management support, biological monitoring, and SCADA and PLC programming for the City of San Juan Bautista to Hollister Sanitary Sewer Force Main Project. The project components for said services are as defined in the Project Documents bids June 2, 2023, include the following:

1. New HDPE force main from San Juan Bautista to the City of Hollister, including open cut and casing construction, canal crossings, pig launch and receiving stations, tie-in manhole rehabilitation, manhole removal and road restoration, conduit and pull box placement, and pavement repair, placement, and stripping.
2. New primary pump station, including geotechnical exploration and final structural design (via design-build delivery by Contractor), chemical feed odor control, force main flushing system and control valve, yard piping, pig launch station, and site work. Existing screen and influent pumps will be replaced and converted to use as storage pumps for peak flow equalization and emergency use. Existing treatment basins will be emptied and converted to equalization and emergency volume. To return contents from the basins, a new drain manhole and pump is included.
3. New electrical service, controls and standby generator are included for the new pump station facilities.
4. Demolition and decommissioning of wastewater treatment facilities that are not retained as part of the new pump station facilities.

This scope also includes project management of the engineering, construction management support, biological monitoring, and SCADA and PLC programming services, and USDA coordination support as the Engineer of Record. Project management of the construction project is not included.

Assumptions:

1. The City or City finance team will manage funding reimbursement requests and non-technical USDA or other grant coordination.
2. The City will manage reporting and coordination related to the State Compliance Project.
3. The City will manage coordination with State and Federal regulators (EPA and RWQCB).
4. Stantec's focus, as provided in this scope of services, is limited to technical input and the specific services described herein.
5. The project will be substantially completed within one year.
6. Changed environmental field observations from those anticipated in the permits are not included in this scope.
7. Biological monitoring services will be provided by EMC as a subconsultant, included in this

- scope. (EMC completed the CEQA/NEPA work and applied for the environmental permits.)
8. The City will provide arborist services, tree removal permitting, and tree replacement services, if required. These services are not included in this scope (tree services may be avoided with careful placement of the force main on the Hollister WWTP site.)
 9. SCADA and PLC programming will be provided by ControlPoint as a subconsultant, included in this scope. (ControlPoint is the design electrical engineer.)
 10. A limited Operation and Maintenance manual is included in this scope to limit costs. It will need to be completed as part of a separate project when funds allow.

TASK 1. ATTEND PRE-CONSTRUCTION MEETING

Stantec will attend the pre-construction meeting with the Contractor, inspection staff, and City, and contribute technical input on the project in support of a smooth project launch. It is assumed that safety, sequencing, staging, communications, inspection expectations, biological monitoring, schedule (3-week and critical path), and future construction meetings will be discussed at this meeting. It is also anticipated that the Contractor will provide a detailed work schedule and schedule of values at or around the time of meeting. Any unanswered questions will be assigned as action items to be addressed by the appropriate party.

TASK 2. REVIEW CONTRACTOR SUBMITTALS

Upon receipt from the Contractor, Stantec design staff will review material, equipment, and operation manual submittals for compliance with the contract documents and the design intent. Review comments will be returned to the Contractor and City staff. Submittals will be reviewed and returned within 30 days unless an earlier reply is requested on selected submittals.

Deliverables: Review and provide written responses electronically for an estimated 100 submittals and 30 resubmittals.

TASK 3. RESPOND TO CONTRACTORS RFIS AND CLARIFICATIONS

Stantec design staff will respond in writing and in a timely manner to requests for information (RFIs) from the contractor. RFI's will be reviewed and returned to the Contractor. Stantec will respond to RFI's in writing within 7 calendar days, unless an earlier reply is requested on selected RFIs.

Deliverables: Respond in writing electronically to an estimated 75 RFIs.

TASK 4. ASSIST IN PREPARATION OF CHANGE ORDERS (5)

Stantec will assist with the technical review, drawings and specifications for change orders.

Deliverables: Respond in writing electronically to an estimated five (5) modest change orders.

TASK 5. ATTEND CONSTRUCTION PROGRESS MEETINGS

Stantec will attend and participate in the weekly construction progress meetings and visit the job site as necessary in order to provide better communication between the Contractor, Design Team and City staff.

Deliverables: Attend, support and provide meeting minutes electronically (Teams, Zoom or teleconference) for a maximum of fifty (50) weekly construction progress meetings. Three of the meetings may be in the field, if required. The electrical engineer can have up to four

additional site visits. The biological monitor will have additional field meetings per the attached EMC scope.

TASK 6. LIMITED OPERATION & MAINTENANCE MANUAL

Stantec will develop a hard copy operation and maintenance (O&M) manual for the new pump station and force main facility. The manual will be limited in detail and comprehensiveness to accommodate available budget, covering only the most critical project elements. References will be made to the design drawings; specialized graphics will not be included.

The O&M will include entries for future development such that an outline for the completed O&M is provided. The completed O&M manual may be developed at a time in the future when funds allow. Until it is completed, the operations team may be handicapped.

The O&M is estimated to include the following limited sections:

O&M Chapter	Current Scope	Deferred
Manual Purpose and Organization	X	
Process Overview	X	
Headworks & and Storage Pumps		X
Primary Pump Station	X	
Pipeline	X	
Pipe pigging		X
Odor Control	X	
Emergency Storage Basins		X
Flushing Tanks		X
Electrical, MCC and Generator	X	
SCADA and Instrumentation	X	
Monitoring and Sampling		X
Support Systems		X
Safety Programs		X
Personnel		X

Deliverables: Three (3) hard copy manuals and a PDF manual will be provided.

TASK 7. PREPARE CONFORMED DRAWINGS AND RECORD DRAWINGS

Stantec will prepare conformed drawings (incorporate addenda changes) and as-built record drawings based on the markups from the Contractor and inspection team. It is expected that the inspection team will verify that the as-built markups prepared by the Contractor are accurate and correct.

Deliverables: PDF files of conformed drawings and as-built record drawings will be provided to the City.

TASK 8. SCADA AND PLC PROGRAMMING

ControlPoint will provide SCADA and PLC programming services in accordance with the attached scope. (ControlPoint's engineering services scope and hours are also attached.)

TASK 9. BIOLOGICAL MONITORING

EMC will provide biological monitoring services in accordance with the attached scope.

TASK 10. SUPPLEMENTAL ENVIRONMENTAL SITE SURVEY

EMC will survey for protected habitat sites local to the force main project that the City identifies for potential expanded project work areas. Identifying these sites will allow the City to expand potential staging or storage areas needed for the project. EMC will present the survey results in a letter report. There is no guarantee that sites will be usable, and this scope does not accommodate determination of mitigation measures or costs.

TASK 11. CONSTRUCTION MANAGEMENT SUPPORT SERVICES

Stantec shall provide Construction Management (CM) support services consisting of tracking and managing project submittals and clarifications, reviewing of project schedules, logging, tracking and managing project cost changes (PCOs) and change orders, attending and facilitating project meetings, preparing reports and project punch lists, and review of the construction record drawings. The Contractor and inspection team will also be required to keep record drawings for compilation at the end of the project.

These Construction Administration services will be performed as an extension of the engineering services that Stantec will already be providing as the project engineer, and this CM effort will not repeat that work effort. Stantec will also coordinate with the MNS inspection team and rely on them for support of the CM tasks, anticipating their inclusion in RFI, submittal, and change review and logging, and will count on their participation in keeping construction record changes for as-built preparation in the field and participate and support construction meetings and stakeholder interface needs. Stantec will keep project documents on behalf of the City and will prepare formal correspondence in conjunction with the City Manager and City Engineer and MNS will provide the on-site extension of these services in addition to construction observation and daily status reports (see MNS scope). The goal is to provide appropriate project administration with minimal staff responsibility overlap and to maximize the utility of each team member to help the City and the Contractor efficiently deliver a successful project.

For the tasks listed below, work effort will not be redundant where it is also defined in the engineering services tasks. These services will add the CM perspective to each assignment, including possible disbursement of materials to the inspection team, City staff, operations staff (if approved by the City), and other agencies as appropriate, such as the City of Hollister, County of San Benito or other stakeholders.

Specialty Construction proposes to use the data management Procore for the project and has offered access to all members of the project team. Stantec is familiar with Procore and proposes to adopt use of this platform. Stantec will also keep a copy of all files for ultimate delivery to the City.

Subtask 11.1 – Submittal Coordination

Stantec will review general conformance of project submittals and submit to the Design Engineer (specific design staff) and/or City for technical review. Stantec will manage, prepare and issue comments by the Design Engineer and City, including resubmittals provided by the Contractor. Stantec will manage and track the review and approval status.

Subtask 11.2 – Manage Clarifications

Stantec will process, manage, and issue responses to Requests for Information (RFI) submitted by the Contractor. Stantec will review RFIs and coordinate with the design team disciplines to compile the final response to the construction Contractor.

Subtask 11.3 – Project Scheduling

Stantec will review and provide written comments for project schedules submitted by the Contractor for conformance with the contract documents. Stantec will review up to two revisions of the Original CPM Schedule (Baseline Schedule) and up to five subsequent monthly CPM updates. The Contractor will provide weekly 3-week look ahead schedules that will also be reviewed.

Subtask 11.4 – Stantec Payment Requests

Stantec will review the construction Contractor's Schedule of Values for the purpose of making detailed periodic requests for payment of scheduled and completed work. Stantec will review payment applications submitted by the construction Contractor to verify the requested amount reflects the progress of the work and the required project monthly schedule update. Stantec will review up to twelve monthly progress payments. This work will rely on input from the inspection team to confirm work progress in the field.

Subtask 11.5 – Change Order Management

Stantec will manage project potential change orders (PCO) for the Project and establish a change order tracking system, identifying each PCO item to a unique number. Stantec will review change order requests submitted by the Contractor for merit, entitlement, and general conformance to the contract documents and accuracy. Stantec will prepare contract change orders (CCOs) for the City to review and process. Stantec will maintain a log of PCO items consisting of cost, schedule impacts, status and total change order amounts for the Project.

Subtask 11.6 – Project Meetings

- Subtask 11.6.1 – Weekly Progress Meetings: During the weekly progress meeting, Stantec will review the project status by covering a variety of topics and issues related to safety, WWTP operations and maintenance concerns, specific current issues, stakeholder interface issues, status of key RFIs and submittals, and other items for third party quality control testing, and closeout issues. These meetings will be a mix of on-site and virtual meetings (Microsoft Teams) to allow for easy participation. It is anticipated that various parties may join these meetings including the CM, inspection staff, Contractor, or other City staff. These meetings are anticipated to occur to June 2024.
- Subtask 11.6.2 – Issues Management Meetings: Project issues will arise and require specific meetings as standalone items. Issue types can include submittal, PCO, quality control deficiencies, traffic or operation related, or public outreach complaints. These meetings will be held as needed, in person or virtually, as appropriate.
- Subtask 11.6.3 – Site Visit Meetings: Stantec will periodically visit the site to observe the work in progress, coordinate field issues, document the progress of the work and to identify potential issues. These will likely be doubled with the construction meetings and coordinated with the Contractor and inspection team.

Subtask 11.7 – Project Reports

Stantec will prepare monthly statements of contract time, summarizing the working days charged by the construction Contractor, and general project status for the City. The inspection team will be required to support these statements.

Subtask 11.8 – Project Punchlist

Stantec will prepare a project punchlist summarizing the outstanding deficient or uncompleted work items that need to be completed prior to the Contractor filing its Notice of Completion. The inspection team will be required to support this process.

Subtask 11.9 – Post-Construction Services

Prior to the completion and acceptance of the project and before final payment to the construction Contractor, Stantec will provide project closeout services during the post-construction phase supported by the City and inspection team consisting of the following:

- Subtask 11.9.1 – Contractor Record Drawings

Stantec will review the final record drawings submitted by the Contractor and provide review comments for items requiring correction, clarification and inclusion. The inspection team will be heavily relied upon to confirm accuracy.

- Subtask 11.9.2 – Notice of Final Completion

Stantec will review the final requirements of the contract documents and prepare a written Notice of Completion for the City.

- Subtask 11.9.3 – Final Payment

Stantec will review the final payment requested by the Contractor, verify completion of the work, and make a recommendation to the City as a condition for final payment. The inspection team will be heavily relied upon to confirm accuracy.

CM Task Assumptions:

- Work effort is limited to the hours identified in the fee estimate.
- Inspection staff and City staff will work as an extension of the CM staff and share responsibilities as a team.
- The count for submittals, RFIs, changes, etc. shall match those identified for engineering.
- Schedules are limited to those identified in the bid documents.
- Final Project electronic files will be transferred to the City.

BUDGET ESTIMATE

The total budget estimate for the above scope of services is \$880,882. A cost summary is provided below and a breakdown of the estimated labor hours and budget by task is shown on Attachment A.

1	Pre-Construction Meeting	\$11,971
2	Review Submittals (100 submittals; 30 resubmittals)	\$190,984
3	Review RFIs (75)	\$85,940
4	Assist in Preparation of Change Orders (5; modest)	\$11,432
5	Construction Meetings (50 total; 3 civil and 4 electrical on site)	\$45,232
6	Limited Operation & Maintenance Manual	\$36,888
7	Prepare Conformed Drawings and Record Drawings	\$25,444
Total Engineering Services and Limited O&M Manual		\$407,891
8	PLC and SCADA Programming	\$198,498
9	Biological Monitoring	\$104,492
10	Supplemental Environmental Site Survey	\$20,000
11	Construction Management Support Services	\$150,000
Total Scope of Services		\$880,882



March 27, 2023

Gabe Aronow, P.E
Principal
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gabe.aronow@stantec.com

RE: Proposal for San Juan Bautista Sanitary Sewer Force Main Engineering PLC & SCADA Integration

Mr. Aronow:

This document describes our proposal to provide PLC & SCADA integration for all of the processes associated with the San Juan Bautista Sanitary Sewer Force Main Project. These processes include the Headworks, Emergency Storage System, Primary Pumps, Chemical Metering, and miscellaneous signals.

The attached fee summary details the associated tasks and their costs.

Scope of Work

Our offer includes the following:

1. Project Management
2. Process Control Strategies
3. Hardware Configuration & Installation
4. PLC Programming
5. SCADA System Development
6. Software Testing
7. System Commissioning
8. Training

1. Project Management

We have included time for project check-in meetings and ongoing project-related correspondence and coordination.

Labor: 36 hours

2. Process Control Strategies

We will conduct two (2) workshops with Engineering and Operations in order to develop a comprehensive control strategy for all of the processes associated with the project. The output of these workshops will be a written document that includes process descriptions and detailed listings of all alarm and control functions.

Labor: 40 hours

3. Hardware Configuration & Installation

We will install and configure a new SCADA server, Historian, QNAP storage device, alarm SMS modem, communications router, and SCADA clients to operate Ignition® software from Inductive Automation.

Labor: 52 hours

4. PLC Programming

A new PLC with approximately 90 I/O points will be programmed per the control strategies developed in Task 2.

Labor: 216 hours

5. SCADA System Development

We will develop new control graphics and tags within the Ignition® software to provide process visualization, setpoint manipulation, alarming, and trending for all processes connected to the new PLC plant and the vendor-provided Headworks PLC. These SCADA controls will provide the ability to monitor and control all of the new equipment.

Labor: 400 hours

6. Software Testing

Will bench test the new PLC code with the new SCADA application objects. This labor-intensive exercise provides an opportunity to find development bugs prior to field deployment. We will test display points, setpoints, alarms, and control strategy functions during this exercise.

Labor: 92 hours

7. Startup & Commissioning: Loopchecks, Function Tests, Acceptance Tests

Each I/O point will be loop checked to/from the corresponding field device in the field. There are roughly 90 I/O points associated with the project. Once loop checks are completed, the PLC code and HMI functionality will be tested. Functional tests will be performed with operations staff as each motor and field device are brought online. We have planned for our programming team to be onsite during the functional and acceptance testing and to address post-commissioning punch list items after startup.

Labor: 150 hours

8. Training

We will provide system training to Operations staff.

Labor: 10 hours

Exclusions

1. Hardware / Materials (by Contractor)
2. Software Licenses (by Contractor)
3. VFD Drive Configuration (by Contractor)

City of San Juan Bautista Force Main SCADA Integration Fee Summary					
	Description	PM, EE, SCADA Developer	Lead SCADA Developer	SCADA Developer	
Task 1	Project Management	20	16		
1.1	Project Update Meetings	4			
1.2	Project Correspondence and Coordination	16	16		
Task 2	Process Control Strategies	20	20		
2.1	Control Strategy Development Meetings	4	4		
2.2	Control Strategy Document (Draft, 90%, 100% Submittals)	16	16		
Task 3	Hardware Configuration & Installation		26	26	
3.1	SCADA Hardware Setup and Configuration		16	16	
3.2	Communications Router		4	4	
3.3	SCADA Clients		4	4	
3.4	SMS Alarm Modem		2	2	
Task 4	PLC Programming	16	100	100	
4.1	Headworks PLC (vendor-provided, no PLC code required)				
4.2	Emergency Storage (storage pumps, return pump, EQ valve, tanks, basin)	4	30	30	
4.3	Primary Pumps (three 75 hp VFDs)	4	30	30	
4.4	Chemical Metering (2 pumps, storage tank)	4	20	20	
4.5	Miscellaneous (roughly 15 signals)	4	20	20	
Task 5	SCADA Application Development	24	188	188	
5.1	Headworks	2	16	16	
5.2	Emergency Storage (storage pumps, return pump, EQ valve, tanks, basin)	4	40	40	
5.3	Primary Pumps (three 75 hp VFDs)	4	40	40	
5.4	Chemical Metering (2 pumps, storage tank)	4	20	20	
5.5	Miscellaneous (roughly 15 signals)	2	16	16	
5.6	Facility Overview	2	16	16	
5.7	Alarm Configuration, Summary, and History Pages	2	16	16	
5.8	Historical Trends	2	16	16	
5.9	City of Hollister View Portal	2	8	8	
Task 6	Software Testing	20	24	48	
6.1	Bench Test New PLC Code with New SCADA Screens	16	16	40	
6.2	Field Test Headworks Vendor PLC with New SCADA Screens	4	8	8	
Task 7	System Commissioning	70	80		
7.1	Loopchecks with the Contractor	30	30		
7.2	Functional and Acceptance Testing with the Contractor and the City	30	30		
7.3	Post-commissioning Punchlist	10	20		
Task 8	Training		10		
8.1	SCADA Training for City Operations Staff		10		
Total		170 Hours	464 Hours	362 Hours	



March 27, 2023

Gabe Aronow, P.E
Principal
Stantec
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Nevada City, CA 95959
gabe.aronow@stantec.com

RE: Proposal for San Juan Bautista Sanitary Sewer Force Main Engineering Services During Construction

Mr. Aronow:

ControlPoint Engineering, Inc. is pleased to present this proposal for electrical engineering services during construction for the City of San Juan Bautista Sanitary Force Main Project.

Scope of Work

Our scope of work will provide the following:

- Engineering Construction Coordination
- Contractor Shop Drawing, RFI, and Change Order Review
- Pre-Construction Meeting
- Electrical Inspections
- Start-Up Assistance / Close Out / Record Drawings

Labor: 270 hours

Exclusions

- PLC Programming and SCADA Systems Integration

San Juan Bautista Sewer Force Main Engineering Services During Construction Task List and Hourly Breakdown

Prepared by ControlPoint Engineering, Inc.

March 27, 2023

Description		Hours			
		270			
Task 1	Engineering Construction Coordination	40			
1.1	Phone calls, email correspondence, meetings.	24			
1.2	Coordination with PG&E.	16			
Task 2	Contractor Shop Drawing, RFI, and Change Order Review	80			
2.1	Review shop drawings and submittals from the Contractor (assume 15-20).	50			
2.2	Review and respond to RFIs submitted by the Contractor (assume 8-10).	20			
2.3	Review and respond to Contract Change Order (CCO) requests submitted by the Contractor (assume 2).	10			
Task 3	Pre-Construction Meeting	10			
3.1	Attend one (1) site pre-construction meeeting.	10			
Task 4	Electrical Inspections	40			
4.1	Up to 4 trips onsite.	40			
Task 5	Start-Up Assistance / Close Out / Record Drawings	100			
5.1	Witness Factory Test (Switchboard, MCC, Primary VFD Sections, and Control Panel)	30			
5.2	Engineering-level design and oversight during start-up.	30			
5.3	Coordinate with City operations staff and Contractor for start-up and commissioning.	8			
5.4	Finalize and coordinate an electrical punch list and walkthrough.	12			
5.5	Verify Contractor mark-ups and assist with the preparation of Record Drawings accordingly.	20			
TOTAL		270			



Planning for Success.

March 7, 2023

Gabe Aronow
Principal
STANTEC
3785 Atherton Road
Rocklin, CA 95765

Re: San Juan Bautista to Hollister Sanitary Force Main Project
Proposal for Biological Construction Compliance Services

Dear Gabe,

Thank you for requesting a scope of work for biological construction compliance services for the San Juan Bautista to Hollister Sanitary Force Main Project. For purposes of this scope of work, a construction duration is estimated as twelve months, with a start date estimated in summer 2023.

The following scope of work includes tasks needed to comply with biological measures as described in the following documents:

- *Mitigation Monitoring and Reporting Plan* (EMC Planning Group 2022);
- *Biological Opinion for the San Juan Bautista to Hollister Sewer Force Main Project, San Benito County, California* ("BO", USFWS 2022);
- *Section 2081 Incidental Take Permit, San Juan Bautista to Hollister Sewer Force Main Project (2081-2022-033-04)* ("CDFW ITP", CDFW 2023); and
- *Notice of Applicability for the San Juan Bautista to Hollister Sanitary Sewer Force Main Project, San Benito County, Project No. 33522WQ04* (Water Board 2022).

EMC PLANNING GROUP INC.
A LAND USE PLANNING & DESIGN FIRM

601 Abrego Street, Monterey, CA 93940 Tel 831-649-1799 Fax 831-649-8399
www.emcplanning.com

Task 1 Project Administration and Communication

EMC Planning Group will conduct necessary project management and administration tasks, and coordinate with the construction team/client as needed.

Task 2 Offsite Mitigation Credit Approval

Per California Department of Fish and Wildlife (CDFW) Incidental Take Permit (ITP) measure 17 and the U.S. Fish and Wildlife Service (USFWS) Biological Opinion (BO), habitat impacts would be offset through the purchase of conservation credits. According to the BO, 7.8 acres of dual species credits are required. 2.1 of the credits for California tiger salamander will also satisfy the CDFW ITP measures. This task will include coordination with Sparling Ranch Mitigation Bank, or another conservation bank if preferred by the City of San Juan Bautista (City). Prior to the purchase of the credits, CDFW and USFWS approval of the bank will be requested. Once the credits have been purchased, a copy of the bill of sale and payment receipt will be submitted to CDFW and USFWS prior to the start of burrow/crevice excavation and/or construction.

Schedule: Upon contract authorization

Task 3 Submittal of Biologist Qualifications, Project Schedule, and Project Plans

To comply with MM BIO-7 and conservation measures identified in the CDFW ITP and USFWS BO, EMC Planning Group will submit qualifications of the project team biologists for USFWS and CDFW approval. We have included Bryan Mori as a part of our project team, an independent wildlife biologist with the handling permits specific to California tiger salamander and California red-legged frog. Once approved, the project plans and work schedule will be submitted to USFWS and CDFW.

In addition to the project plans, Geographic Information Systems (GIS) data files for the temporary and permanent habitat impact areas authorized under the CDFW ITP will be submitted to CDFW.

Schedule: Upon contract authorization

Task 4 California Tiger Salamander and California Red-Legged Frog Mortality Reduction and Relocation Plan

If California tiger salamanders and/or California red-legged frogs are found during surveys or construction, they will require relocation to an offsite location. Per CDFW ITP Measure 9, a *California Tiger Salamander and California Red-Legged Frog Mortality Reduction and Relocation Plan* will be prepared and submitted to CDFW for review and approval. The Plan shall include, but not be limited to, a discussion and map of the portion of the project area which represents potential upland habitat; identification of the area within 1.3 miles of known or potential breeding habitat for California tiger salamander; detailed survey, capture, handling, and relocation methods; identification of relocation areas; and identification of a wildlife rehabilitation center or veterinary facility capable of treating injured wild amphibians.

Schedule: Upon authorization; to be submitted a minimum of 30 days prior to construction.

Task 5 Pre-Activity Surveys and Letter Reports

There are a number of special-status species with the potential to occur in or adjacent to the project area. Pre-activity surveys will be conducted for the following:

- California tiger salamander, California red-legged frog – immediately prior to construction within potential aquatic habitat (BO CTS/CRLF 4, CDFW ITP 12);
- American badger – within 14 days prior to construction (MM BIO-3);
- San Joaquin kit fox – within 30 days prior to construction (MM BIO-4, BO SJKF 1);
- Burrowing owl – within 14 days prior to construction (MM BIO-5);
- Roosting bats – within 14 days prior to construction (MM BIO-6);
- Nesting birds - within 14 days prior to construction if started during nesting season (January 15 – September 15) (MM BIO-8); and
- Dusky-footed woodrat – within 14 days prior to construction (per request from the City of Hollister).

Some surveys can occur concurrently. This task includes six (6) survey site visits and two (2) letter reports documenting the results of the surveys to be submitted to USFWS,

CDFW and the City of San Juan Bautista. Surveys for amphibians will adhere to the recommendations in the *Declining Amphibian Populations Task Force's Fieldwork Code of Practice*. If special-status species, roosting bats, or nesting birds or raptors are identified during the surveys, additional monitoring, coordination with USFWS/CDFW, or relocation may be recommended, and a contract amendment may be required.

Schedule: Fourteen (14) days prior to the start of project activities, six (6) site visits

Task 6 Burrow/Crevise Flagging and Excavation

To comply with CDFW ITP measures 13 and 14, the biologist will flag all animal burrows and crevices suitable for California tiger salamander occupancy within the project area and a 50-foot buffer outside the project area. Prior to ground disturbance, the burrows/crevices will be fully excavated. Methods include hand excavation or guided machine excavation with assistance from the construction crew. For purposes of this proposal, three (3) full days of burrow excavation are included. If additional days are needed, a contract amendment may be required.

Schedule: Prior to the start of construction (3 site visits)

Task 7 Delineation of Habitat, Exclusion Fencing Plan and Installation

CDFW mitigation measure 7 requires a clear delineation of habitat prior to the start of construction. Signs, posting stakes, flags and/or rope or cord may be used to delineate the boundaries. Per CDFW ITP measure 15, an Exclusion Fencing Plan will be prepared and submitted to CDFW. Once the Plan has been approved, exclusion fencing will be installed under the direct supervision within no longer than 48 hours after burrow/crevice excavation has been completed. The biologist will work with the construction crew to identify the areas requiring symbolic fencing and coordinate the extent and locations of exclusion fencing.

Schedule: Prior to the start of construction, periodic checks of fencing throughout project duration (1 site visit)

Task 8 Training Session for All Construction Personnel

To comply with USFWS and CDFW conservation measures and MM BIO-2, an EMC Planning Group biologist will develop and implement a worker environmental awareness program (WEAP) to inform workers of sensitive biological resources in the

area, the potential presence of special-status species and their protected status, work boundaries, and measures to be implemented to avoid loss of these species during construction.

This task includes preparation of program materials and two (2) “tailgate” meetings to train workers on the site. A log documenting completion of the training will be maintained and submitted to the CDFW, USFWS, and the City with a copy of the education materials to document compliance.

Schedule: Immediately prior to project activities, 2 site visits

Task 9 Construction Monitoring

To comply with USFWS and CDFW conservation measures and measures contained in the MMRP, monitoring during initial disturbance (MM BIO-7, BO CTS/CRLF 4 and 6), inspection of excavated holes and trenches (BO CTS/CRLF 7), trash removal and storage compliance monitoring, exotic species removal, and designation of a construction biological monitor (BO CTS/CRLF) will occur. Daily monitoring will occur during construction in or adjacent to aquatic habitat and grassland (upland) habitats (30 days). Once construction in or adjacent to aquatic habitat and grassland (upland) habitats has been completed, the monitor selected from the construction crew, not under contract to EMC Planning Group, will provide weekly monitoring and monitoring for the remainder of the project duration. The biological monitor will conduct a site visit once per month to document compliance with measures during construction (12 half-day site visits).

Schedule: During project activities, 30 8-hour visits, 12 4-hour visits

Task 10 Reporting

To comply with USFWS and CDFW conservation measures and the MMRP, EMC Planning Group and the designated construction biological monitor will maintain a daily log to document excavate hole and trench investigation, trash removal and storage compliance, and wildlife observations. Weekly reports on construction monitoring activities for San Joaquin kit fox, California red-legged frog, and California tiger salamander will be completed and submitted to USFWS and the City of San Juan Bautista. Quarterly compliance reports will also be submitted to CDFW and the City of San Juan Bautista. For construction conducted in 2023, an annual report will be prepared

by January 15, 2024, and a final project report will be prepared in 2024 after the work is completed.

An Annual Project Status Report will be prepared and submitted to the Central Coast Water Board by May 31 of each year following the issuance of the Notice of Availability, regardless of whether project construction has started or not.

Schedule: 48 weekly reports, 4 quarterly reports, 1 annual report (CDFW/USFWS), 1 final project report (CDFW/USFWS), 3 Central Coast Water Board Annual Project Status Reports

Assumptions

Duration and number of site visits required are based on the assumption that construction would begin in spring 2023 and require 12 months to complete. It is also assumed that the City will provide arborist services, if required, tree removal permitting, and tree replacement directly and that scope is therefore not included here. Additional tasks or survey days may require a contract amendment.

Biological Team

The following biologists would administer and perform the tasks listed above.

- Janet Walther, EMC Planning Group Principal Biologist Monitor;
- Patrick Furtado, EMC Planning Group Senior Biologist Monitor;
- Inger-Marie Laursen, EMC Planning Group Associate Construction Monitor/Wildlife Biologist; and
- Bryan Mori, Wildlife Biologist, Bryan Mori Biological Consulting Services.

When possible, site visits will be combined to comply with multiple tasks for cost savings.



FEE ESTIMATE - San Juan Bautista Force Main Project

Staff Name Billing Rates Total Hours Total Fee *													
	Aronow, Gabe	Cohen, Beth	McGartland, Kelly	Vakulchik, Alex	Padilla, Mitchell	Bartos, Andy	Olivia Herrera		Expenses, Travel	ControlPoint SCADA and PLC Programming	ControlPoint E&I Support	EMC, Environmental Monitoring	Capstone, Structural Support
	\$276	\$275	\$200	\$200	\$187	\$211	\$164						
	616	66	482	438	164	72	156						
	\$170,016	\$18,150	\$96,400	\$87,600	\$30,668	\$15,192	\$25,584	\$12,100	\$192,236	\$59,459	\$118,476	\$55,000	
Project Summary Totals													
	Hours	Labour	Expense	Subs	Total								
	1,994	\$301,002	\$2,500	\$407,380	\$880,882								
Task Name													
1 Pre-Construction Meeting	12		12	12				\$500		\$3,359			
2 Review Submittals (100 submittals; 30 resubmittals)	70	40	250	250	24	16				\$19,800		\$33,000	
3 Review RFIs (75)	40	24	80	80						\$14,300		\$22,000	
4 Assist in Preparation of Change Orders (5; modest)	6		16	16		16							
5 Construction Meetings (50 total; 3 civil & 4 electrical on site)	32		60	40				\$1,000		\$15,400			
6 Limited Operation & Maintenance Manual	8		40		140			\$500					
7 Prepare Conformed Drawings and Record Drawings	4		4	40		40		\$500		\$6,600			
Total Engineering Services and Limited O&M Manual	172	64	462	438	164	72		\$2,500		\$59,459		\$55,000	
8 PLC and SCADA Programming	12	2	12						\$192,236				
9 Biological Monitoring	8		8								\$100,684		
10 Supplemental Environmental Site Survey	8										\$17,792		
11 Construction Management Support Services	416						156	\$9,600					
Total Scope of Services	616	66	482	438	164	72	156	\$12,100	\$192,236	\$59,459	\$118,476	\$55,000	

Hours	Labour	Expense	Subs	Total
1,994	\$301,002	\$2,500	\$407,380	\$880,882

* 2023 rates used for 2023 and 2024; no rate escalation included. Rates will have to increase for 2025 if there are delays and the budget adjusted.

BUDGET ESTIMATE

The total budget estimate for the above scope of services is \$880,882. A cost summary is provided below and a breakdown of the estimated labor hours and budget by task is shown on Attachment A.

1	Pre-Construction Meeting	\$11,971
2	Review Submittals (100 submittals; 30 resubmittals)	\$190,984
3	Review RFIs (75)	\$85,940
4	Assist in Preparation of Change Orders (5; modest)	\$11,432
5	Construction Meetings (50 total; 3 civil and 4 electrical on site)	\$45,232
6	Limited Operation & Maintenance Manual	\$36,888
7	Prepare Conformed Drawings and Record Drawings	\$25,444
Total Engineering Services and Limited O&M Manual		\$407,891
8	PLC and SCADA Programming	\$198,498
9	Biological Monitoring	\$104,492
10	Supplemental Environmental Site Survey	\$20,000
11	Construction Management Support Services	\$150,000
Total Scope of Services		\$880,882



CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT

DATE: AUGUST 3, 2023

DEPARTMENT: CITY MANAGER

FROM: DON REYNOLDS

BY: DON REYNOLDS

TITLE: AUTHORIZING THE CITY MANAGER TO SIGN AND FILE A FINANCIAL ASSISTANCE APPLICATION FOR A FINANCING AGREEMENT FROM THE STATE WATER RESOURCES CONTROL BOARD FOR THE CITY'S SANITARY SEWER FORCE MAIN PROJECT ("PROJECT")

RECOMMENDED MOTION:

A motion is sought to approve the attached Resolution designating the City Manager to sign and file application and related documents as required by the State Water Resources Control Board and allow the City access the \$3 million State grant awarded in June 2022.

RECOMMENDATION:

Designate Don Reynolds, City Manager to sign and file the application, agreement, requests for reimbursements, and other related documents required by the State Water Resources Control Board to allow the City to access the \$3 million State grant awarded in June 2022

EXECUTIVE SUMMARY:

With the support of Speaker of the House Rivas, and Senator Caballero, the City was awarded \$3 million in the State's Fiscal Year 2022/23 Budget. It has taken a year to get the application, agreement and paperwork situated and ready for execution. These funds are flexible and can be used to reimburse the City for the costs of design, and future construction costs. The City has also received grant commitments from the Environmental Protection Agency, and the United States Department of Agriculture (USDA) for a total of \$8 million, and a low interest loan of \$10 million from the USDA.

FISCAL IMPACT:

These State grant funds are a critical piece of the City's financial plan to build the Project. Executing this Resolution is the final step towards receiving these funds.

ATTACHMENT- Resolution

RESOLUTION NO. 2023- XXX

A RESOLUTION OF THE CITY OF SAN JUAN BAUTISTA AUTHORIZING THE CITY MANAGER TO SIGN AND FILE A FINANCIAL ASSISTANCE APPLICATION FOR A FINANCING AGREEMENT FROM THE STATE WATER RESOURCES CONTROL BOARD FOR THE CITY'S SANITARY SEWER FORCE MAIN PROJECT ("PROJECT")

WHEREAS, On July 11, 2022, the City issued a press release in gratitude to Assemblymember (now Speaker of the House) Rivas and Senator Caballero for their success in securing a \$3 million dollar appropriation from the State for the City's sanitary sewer force main project ("Project"); and

WHEREAS, this \$3 million is a critical part of the \$23.6 million needed to fund the whole project, that now is ready to break ground and commence construction once the contract is awarded; and

WHEREAS, Municipal Code 2-2-120 "City Manager powers" provides for the City Manager to have the power and authority to properly perform any duty assigned to him/her by the City Council or by other process of law, including the signing and filing of legal documents and agreements that implement City policy; and

WHEREAS; the City Council agrees to delegate its authority to the City Manager to execute agreements and documents with the State Water Resources Control Board, that will allow the City to receive the \$3 million grant awarded in the State's Fiscal Year 2022/23 Budget for the Project.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA ("ENTITY") NOW HEREBY FINDS:

1. That the recitals in this Resolution and accompanying staff report are true and correct and are hereby made a part of this Resolution.
2. The City Manager (the "Authorized Representative") or designee is hereby authorized and directed to sign and file, for and on behalf of the Entity, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of its sanitary Sewer Force Main (the "Project").
3. This Authorized Representative, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.
4. The Authorized Representative, or his/her designee, is designated to represent the Entity in carrying out the Entity's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the Entity and compliance with applicable state and federal laws.

PASSED AND ADOPTED by the City Council of the City of San Juan Bautista at a special meeting held on the 3rd day of August 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Leslie Q. Jordan, Mayor

CERTIFICATION/ATTEST:

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the San Juan Bautista City Council held on August 3, 2023

Elizabeth Soto, Deputy City Clerk



CITY OF SAN JUAN BAUTISTA CITY COUNCIL REPORT

AGENDA TITLE: **FIRST ANNUAL REPORT OF THE ECONOMIC DEVELOPMENT CITIZEN ADVISORY COMMITTEE (EDCAC) - A STANDING COMMITTEE OF THE CITY COUNCIL FOR BUSINESS IMPROVEMENT, RESILIENCY, AND OVERALL COMMUNITY ECONOMIC DEVELOPMENT**

MEETING DATE: July 18, 2023

DEPARTMENT HEAD: Brian Foucht, Community Development Director

RECOMMENDED ACTION(S):

Accept the report of the EDCAC and direct staff and the committee toward preparation of an economic development strategy for San Juan Bautista.

BACKGROUND:

In September, an informal group of San Juan Bautista business interests (San Juan Bautista Business Forum) expressed a desire to establish a formal, organized approach to address business improvement, resiliency and overall economic development in San Juan Bautista. The Business Forum discussion focused on the need for 1) enhanced resources for local business development and support; 2) organized communication and follow up with staff and City Council regarding these concerns, and 3) ongoing liaison and follow up with economic development resources in San Benito County and through State and Federal agencies.

In September 2021, Mayor Jordan asked that this discussion be placed on the City Council agenda for discussion and possible direction to staff, resulting in formation of the EDCAC. The attached report contains a brief history of the formation of the EDCAC, followed by a report and recommendations prepared by three subcommittees established by the EDCAC as working groups to address various aspects of economic development.

DISCUSSION:

The 11 - member (as constituted) EDCAC provides an invaluable filter to identify economic development connections and relationships initiatives most helpful to the City's business and overall economic outlook. The EDCAC has struggled at times, but prevailed collaboratively to achieve a unified set of prescriptions capable of evolving a local strategy.

Nonetheless, the Committee, through the activities of its subcommittees, ultimately over-reached beyond the intent of the City Council; i.e. subcommittee members have developed and implemented specific programs well ahead of City Council acknowledgement, direction and assignment of administrative support. In a few instances lines have been blurred between private or individual member interests and those local public interest initiatives that require support from strategic and leveraged grant funding or the City's general fund. These are not negative results; it means that aspirations of Committee members for the City, commitment, and excitement among members regarding a new way of looking community health and economic resilience, and communication between EDCAC members, its subcommittees and community affiliates is at a very high level. The EDCAC was designed to accommodate this sort of integrated outreach, as a way of enriching the Committee's knowledge base necessary for informed recommendations to the City Council.

Further Discussion Items: As the Committee goes forward staff recommends that the City Council request that the EDCAC incorporate the following measures:

1. EDCAC more frequently (quarterly) involve the City Council in dialogue;
2. Prioritize and report EDCAC subcommittee recommendations, endorsed by the Committee as a whole, as a set of economic development policies and implementation programs for reference in the SJB Economic Development Strategy Plan and General Plan;
3. Continue to work to evolve relationships using resources referenced in the City's 2023-24 Budget;
4. Reemphasize and confirm the valuable role of each subcommittee, as currently constituted. Staff recommends that the existing EDCAC subcommittees demonstrate the continued ability to work to accomplish their objectives in the manner established by the EDCAC. In particular, staff recommends that the City Council direct the EDCAC to ensure that working subcommittees are integrated, interdependent and mutually supportive.

Attachments:
EDCAC Report 2022-23
EDCAC Bylaws



San Juan Bautista Economic Development Citizens Advisory Committee
Overview Of Activities and Report 2022-23
With Recommendations

Formation, Organization and Support

The City Council formally established the Economic Development Citizens Advisory Committee (EDAC) via Resolution 2021-65 in November 2021 in response to a desire by the business community to establish a formal, organized approach to addressing business improvement, resiliency, and overall economic development in San Juan Bautista. The focus at the time was on 1) enhanced resources for local business development and support; 2) organized communication and follow up with staff and City Council regarding these concerns, and 3) ongoing liaison and follow up with economic development resources in San Benito County and through State and Federal agencies.

The need for organized community input to the then impending San Benito County Comprehensive Economic Development Strategy (CEDS) was cited a persuasive reason to establish the EDCAC. The importance of the EDCAC in addressing economic development initiatives for the benefit of the SJB community remains significant with the ongoing development of the Comprehensive Economic Recovery Fund (CERF) program. This top down economic development planning exercise is paving the way for funding economic development projects at the local San Benito County and SJB City levels.

EDCAC was established as a “standing committee” , first with 7 members and then subsequently increased membership to 11 members shortly thereafter via Resolution 2021-74. Subsequent resolutions have been adopted recognizing member resignations and appointments; however, despite several opportunities to do so, the City Council’s intent and the assigned activities have not been amended in any way.

The City Council determined that organized, ongoing and formal communication regarding economic development requires a concerted partner-driven effort involving local education, the arts and culture, education, transportation, land development, public and private investment priorities, marketing and promotion. To accomplish this objective, the City Council established the EDCAC as a “standing committee” with the following purpose:

- 1) Stimulate the provision of enhanced resources for local business development and support;

- 2) Establish and maintain communication with City staff and City Council regarding business support, development, and overall economic development;
- 3) Establish and maintain an ongoing liaison with economic development resources in San Benito County and State and Federal agencies.

To accomplish this purpose, the City Council directed the EDCAC to conduct activities including but not limited to the following:

- 1) Host an active forum for exchange of ideas and information and otherwise reach out to the business community, residents, and visitors to promote business development;
- 2) Evaluate and determine the economic needs of the business community and residents;
- 3) Interact proactively with a broad spectrum of economic development interests;
- 4) Recommend strategies to the City Council to provide resources directly to local businesses.

A standing committee of this sort, distinguished from an ad hoc committee, is subject to the Brown Act (Government Code Section 54952) and also the “Maddie Act” (Government Code Section 54970 et seq) designed to increase public awareness of appointments made by the City Council and to provide the local legislative bodies access to critical talent resources that would otherwise go unused. This type of committee is subject to specific reporting requirements regarding appointments, terms and qualifications of committee members. Staff resources are necessary to support such committees, including preparation of the list of appointees, management of agendas and minutes, arrangement of resources, research, report preparation, and meeting facilitation, and implementation, via grants and staffing, of programs and activities. The EDCAC adopted Bylaws on December 21, 2022.

(EDCAC meetings are recorded video meetings, and agendas, minutes and videos can be accessed on the City’s website at the following location: [Welcome to San Juan Bautista, CA \(san-juan-bautista.ca.us\)](https://www.san-juan-bautista.ca.us))

This model is precisely what the Business Forum participants suggest is an important objective for the committee - a way to bring information, resources, and feedback to the City Council that would otherwise be difficult to access or obtain. Information and resources would be expected to come to the committee from staff, advisors, and committee research and outreach for organized presentation to the City Council.

The EDCAC has been supported from the beginning, at nearly every meeting, by a dedicated and knowledgeable technical advisory group (“advisors”) group of economic development professionals via the San Benito County Economic Development Corporation (Renee’ Wells) and Governor’s Office of Business and Economic Development (GoBiz: Danna Stroud and Brian

Coleman). Staff at the Monterey Bay Economic Partnership (MBEP) recently joined with GoBiz staff to provide support in connecting key resources discussed later in this report.

To date, the EDCAC has functioned without specific budget as a general fund expenditure as a Community Development Department Program.

The EDCAC very quickly understood the importance of establishing both a Mission Statement aligned with the City Council's statement of purpose and of establishing a San Juan Bautista Vision statement as a way of ensuring that the Committee would work toward results that are aligned with the community values and long-term aspirations. The following are EDCAC Mission and City Vision statements adopted by the EDCAC to guide the work of the Committee and to frame recommendations to the City Council:

EDCAC MISSION STATEMENT

The San Juan Bautista EDCAC's Mission is to engage, support and attract local business to create a sustainable, diverse community that promotes, increases and sustains economic opportunities and success, facilitates and promotes community activities that attract local citizens and visitors alike, and improves the quality of life in San Juan Bautista.

EDCAC VISION (statement) OF SAN JUAN BAUTISTA

San Juan Bautista is a small, welcoming City with a vibrant economy that is surrounded by protected and conserved open space. The City is enriched through preservation of its historical resources and creative expression through the arts and within its public places. The City rests on a rural foundation that celebrates diversity, connectivity and supports residents and visitors alike with quality services and amenities within a well-developed central business district, a new employment center, and well-maintained neighborhoods. These attributes are made possible through education at all levels, focused government programs, and enlightened and compassionate governance.

Key work products attached as exhibits to this report explain the process used to derive these statements, including a member questionnaire, organized discussion of key topics of concern derived from the questionnaire, content analysis by staff of alternatives (interpretive guide) and finally a limited menu of preferred statements from which the above statements were derived.

These statements are the result of a successful EDCAC practice of establishing subcommittees to set the stage for action by full EDCAC.

SUBCOMMITTEES

The depth and variety of the topics in the member responses to the questionnaire prompted staff and advisors to work with the Committee to establish subcommittees arranged by key topics derived from the City Council Resolution and the Mission and Vision Statements.

The EDCAC thereafter shifted the most significant work of the EDCAC to these subcommittees, with coordination by the EDCAC of subcommittee findings and recommendations during monthly meetings. Due to Brown Act requirements, such a structure prompted the EDCAC to establish rules of member conduct within and between subcommittees and with the EDCAC. The EDCAC determined that all voting members must participate in one of three (3) subcommittees, with a requirement that not more than a quorum of EDCAC members may serve on an individual subcommittee, no member may serve on more than one subcommittee, and committee members may not discuss their work with members of other subcommittees outside an EDCAC meeting.

Each subcommittee has been responsible to develop an agenda, methods and cultivate resources necessary to accomplish their objective.

The work of subcommittees, taken together, are the basis for development of a local economic development strategy that can then be integrated with the City's Economic Development planning, County CEDS program, CA GoBiz CERF program, and other ED programs.

The following are subcommittee roles, responsibilities membership and recommendations of each subcommittee

I. Economic Development Outreach Subcommittee (2022 members: Darlene Boyd, Lizz Sanchez-Turner, Fran Fitzharris; 2023 Members: Leslie Jordan, Fran Fitzharris, Lizz Sanchez - Turner) :

A. Role and Responsibility: This subcommittee will research and inform the EDCAC and other subcommittees of work by economic development organizations and entities within San Juan Bautista, the County and the broader region including: the San Juan Business Association; San Juan Committee; San Benito County Economic Development Corporation (CEDS initiative); San Benito County Economic Development Advisory Committee; San Benito County Business Council; San Benito County Chamber of Commerce; Hollister Downtown Association; Economic Development Corporation Partnership (San Benito County); Monterey Bay Economic Partnership; Rural Counties Representatives of California, Central Coast Coalition (Uplift Central Coast), and GoBiz (CERF initiative); and CALED.

- Current EDCAC appointed Members: Fran Fitzharris, Lizz Sanchez-Turner, Leslie Jordan.

- Previously Appointed Members: Luke Kerbs (resigned); Beverly Meamber (resigned); Darlene Boyd (appointed to Community Relations and Resources subcommittee)

B. Recommendations of the Outreach Subcommittee for the 2023 SJB EDCAC

Outreach subcommittee researched nearly 40 organizations to obtain an idea of who might be positioned to:

- 1- Offer grants that may be pertinent to our planning – what are our priorities?
- 2- Might become suitable partners with our plans – what are our priorities?
- 3- Tools to guide us through the planning processes to create & review priorities, including sustainability.

San Juan Committee DBA: San Juan Bautista Business Association	The mission of this organization is to promote economic vitality while maintaining the charm and history of San Juan Bautista. .(This group can function to provide programs, offer services and engage in other activities that promote and support community development, acting much like a community development corporation.)
San Benito County Economic Development Corporation (CEDS initiative development)	promotes economic growth and development in San Benito County, California through business attraction, retention, expansion and creation, while maintaining and preserving our agricultural land and rural environment.
San Benito County Economic Development Advisory Committee	is committed to preserving and nurturing public access and participation in economic development and revitalization
San Benito County Business Council	Local business, agency & government leaders committed to actively contributing to the economic vitality and wellbeing of the communities of SBC
San Benito County Chamber of Commerce	provide benefits and resources to support member businesses for a strong community and regional economy, civic, cultural and educational climate.
Economic Development Corporation Partnership (San Benito County)	promotes economic development through business attraction and support, creating economic opportunities to improve our quality of life.
Central Coast Coalition	California's Economic Development Network
California Main Street	Transformation strategies that articulate a focused, deliberate path to revitalizing or strengthening a downtown or commercial district's economy

Save Our Town https://saveyour.town/	specialize in low or no cost solutions, ones that will work in even the tiniest of towns.
SERP = CEQA Statutory Exemption Restoration Projects: https://wildlife.ca.gov/Cutting-Green-Tape/SERP	for fish and wildlife restoration ... San Juan Creek? Marsh/riparian restoration habitat? Upland restoration habitat?

C. EDCAC Adopted Outreach Recommendations

1. City Council

Immediately update the City Community Center to a variable use facility. (i.e.: sound proofing, installing WIFI access, white board(s) projector, zoom live stream camera, microphone(s) for use by city committees and other organizations. Create a “Room Request Form” and calendar and access protocols for use.

2. Planning Commission

Legislate for the Historic Downtown Business zone property owners to maintain certain building and upgrade standards for appearance, safety, useability of space and timeliness of vacancies to help support city infrastructure and services to benefit the City, property owners, attract upscale tenants and economic development.

3. SJBBA (staff note: formerly San Juan Committee)

- Prepare actuary of city grants and statistical analysis upon the impact of advocacy efforts, marketing, and visitor attraction to our city.
- Consider hiring a part/full-time social media producer and coordinator to attract visitors to our city/region. Use of grants with developing plans to sustain this position.

4. 2023 EDCAC planning

- Create a handbook for EDCAC members to allow for easy access to organizational expectations and processes as well as updating subcommittees and other task force formations and activities.
- Do a review of the Brown Act as presented to the City Council and the Planning Commission. Include this slide presentation and any updates in the handbook.

- Study the **SJB Strategic Plan** to determine areas in which to pursue assistance, grants, partnerships. Brainstorm ideas, choose best ones to pursue.
- **Find funding sources (and partners) that fit our priorities, rather than shaping our priorities to fit funding sources (and partners).**
- Urge **Business Development and Retention** subcommittee to create a work plan (Pg. 18 in Revitalizing Main Street), including timelines, assignments, itemized budget if needed, pertinent data, and evaluation (benchmarks) procedure. Also read and adopt significant ideas of the book Recast Your City by Ilana Preuss. Also review “Why Business Retention and Expansion Plans are Important for Downtowns” at <https://www.mainstreet.org/blogs/national-main-street-center/2017/05/24/why-business-retention-and-expansion-plans-are-important-for-downtowns>.
- Urge both **Business Development and Retention** and **Community Relations and Resources** subcommittee to review the **Community Heart & Soul** grant (i.e.: seed funds to establish the CHS community engagement model in your district; <https://www.mainstreet.org/howwecanhelp/fundingopportunities>) and **Mobile-T** grants (<https://www.t-mobile.com/brand/hometown-grants>).

II. Business Development and Retention subcommittee (3 members: Heliena Walton, Patricia Bains, Stephanie Correia):

A. Role and Responsibility: This committee will take a hard and critical look to develop recommendations for establishing and enhancing business development and retention tools and practices in the City. The focus will be on the experience of prospective, new, and existing business interactions with the City, County, State and economic development entities to achieve stability and success.

- Current Appointed members: Heliena Walton, Patricia Bains, Stephanie Correia, Deanna Snyder;
- Previously Appointed Members: Fran Fitzharris (appointed to Outreach subcommittee)

B. The Business Development & Retention Sub-Committee Recommendations:

1. Update the City's website with a tab for business resources to make it user-friendly for potential businesses and resources for new and existing companies to utilize with actionable intel. We should have periodic workshops, such as the one provided by GoBiz, to educate and instruct our businesses regarding available resources and to stay up to date with emerging business support resources.

2. It would be helpful to have a list of strategic alliances with community-based organizations, County and even State resources. For instance, we can partner with a Business Association and have a Business Resource Center in the heart of downtown. Use the GoBiz model of providing information locally that will benefit local businesses.
3. Create a strategic plan for our new Business District and implement outsourced resources with the core competency to accomplish the goals. One measure of such a strategy would be to create disincentives for vacant buildings in Downtown.
4. Create a healthy City with Tourism which is a critical component to maintaining existing businesses and attracting new businesses to our City. We need to create a business retention and expansion plan. One way to do this is to create a marketing tool that emphasizes San Juan Bautista charm, such as a "San Juan Bautista Insider" magazine.
5. The revitalization of the main street is essential, whether we use Retail Strategies or piggyback on some options with the downtown Main Street program. Whatever source(s) are chosen, the bottom line is that we need professional assistance in order to reach our desired goal. The City should invest in a staff person that is contracted specifically to work directly and closely with local businesses and groups to accelerate ED.
6. There should be a program to support rehabilitation, including seismic retrofit of historic resources (via Mills Act tax credit program and grant funding) of buildings in the Downtown. Downtown revitalization should result in a greater diversity of restaurants and lodging.
7. We need to develop and maintain a social presence and marketing strategies with quantitative and qualitative rates with measurable outcomes.
8. We need to create on-boarding experience(s) around "aha" moments. A prime example would be partnering with the State Park to do re-enactments and maintain a consistent presence on the main street. The concept would be to ensure that activities at the State Park and the Mission filter into the Downtown in a significant way.
9. We need to create strategic alliances around tourism with Tour Bus Companies and create actionable moments. Revitalization must be accompanied by a reimagined and vibrant social atmosphere for locals that visitors would enjoy participating in. For example, some of the things that are in the planning stages through one of our partners will be a "Murder Mystery" for the City which will create a "buzz" and draw in new people to participate in functions. These types of events will bring

excitement as well as anticipation of things to come.

10. We have identified some funding sources to support our efforts; however, we need a Grant Writer in order to gain access to the additional funding options such as Grants, funding from City, County, State and Federal sources.
11. We would like to work with the San Juan Committee to identify marketing benchmarks in the effectiveness of our current marketing strategy. It would be great to have a facilitated retreat with the San Juan Committee and the SJB Business Association to create a cohesive and mutually supportive, unified strategy.

III. Community Relations and Resources subcommittee (3 members):

- A. Role and Responsibilities: This subcommittee will look ways to enhance the SJB Community with relationships and resources necessary to support the health, safety and well-being of City residents and business owners/employees, including creative placemaking, parks and recreation, business and resident collaborative groups, active transportation support amenities, the arts, security (connections with the safety committee) and health and wellness community and neighborhood activities and events. Appointed Members: Teresa Lavagnino, Kim Calame, Darlene Boyd; Previously Appointed Members: Rosa Velez (resigned); Kristina Hastings (resigned); Stephanie Correia (appointed to Business Development and Retention subcommittee)
- B. Subcommittee Report Summary:

Community Engagement This report reflects the work lead by the Community Resources sub- Committee of EDCAC. The committee is apprised of three volunteers from within the SJB community that strive to facilitate a process leading to a community- driven community recreation program. Rather than reformat the report delivered to the EDCAC and approved, the Community Relations and Resources Report is Attachment 1, as submitted.

The work of this subcommittee focusses on the health of residents and employees via recreation as a means of enhancing quality of life and establishing San Juan Bautista as a desirable place to live and invest in the future (see the attached subcommittee full report).

RESOURCES CONSIDERED BY EDCAC

- GoBiz: Governor's Office Of Business Development

[Business Forum CALOSBA - YouTube](#) (January 11, 2023)

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Linda Quiñones-Vaughan
Central California Regional Advisor
California Office of the Small Business Advocate (CalOSBA)
Governor's Office of Business and Economic Development
1325 J Street, Suite 1800 | Sacramento, CA 95814
(916) 447-7937 [Office]
(916) 716-2614 [Mobile]

- Comprehensive Economic Development Resilience Fund (CERF): See initial EDCAC presentation [2022 February 16 EDCAC \(Economic Development Citizens Advisory Committee\) - YouTube](#)
- Retail Strategies Inc.: See EDCAC presentation September 21, 2022 [2022 September 21 EDCAC \(Economic Development Citizens Advisory Committee\) - YouTube](#)
- California Main Street (Main Street USA): See EDCAC presentation October 26, 2022 [2022 October 26 EDCAC \(Economic Development Citizens Advisory Committee\) - YouTube](#)
- San Benito County Economic Development Corporation Comprehensive Economic Development Strategy (CEDS) See September 21, 2022 [2022 September 21 EDCAC \(Economic Development Citizens Advisory Committee\) - YouTube](#)

EDCAC AFFILIATED MEMBERSHIPS

Affiliated Memberships Various subcommittee members are also involved in other economic development initiatives and organizations as follows:

- Leslie Jordan and Stephanie Correia: EDCAC liaison to San Benito County Comprehensive Economic Development Strategy (CEDS) Steering Committee;
- Fran Fitzharris, Leslie Jordan: San Juan Bautista Business Association (501C3) (Formerly San Juan Committee / San Juan Bautista Community Business Association)
- Heliena Walton, Patricia Bains: San Juan Bautista Business Association (501(c) (3); Discover San Juan Bautista (501(c)(6) in process)
- California Main Street (CAMS): The City is a member of California Main Street as a basic member. Sub members with access : Darlene Boyd, Leslie Jordan, Heliena Walton (in addition to Don Reynolds, with Brian Foucht as Main Street membership lead)

- San Benito County Economic Development Advisory Committee (now combined with the SBC EDP): the SJB EDCAC is formally established as an ex-officio member. An EDCAC liaison has not been assigned.
- The City is a member of California Association for Local Economic Development (CalED) with free individual member access to webinars. CalEd programs include [California Academy for Economic Development - CALED](#); AND [Local Economic Advisory Program \(LEAP\) | edacademy.org](#)

EDCAC Report 2022-23

Attachment 1

**San Juan Bautista Economic Development
Citizens Advisory Committee**

**Community Relations & Resources Sub-committee
2022-23 Annual Report**

**San Juan Bautista
Community Recreation Project
Dream, Develop, and Deliver!**



The Benefits are ENDLESS!

Community Recreation builds Healthy Communities!
It improves the "Quality of Life"
within its community.

The benefits of Community Recreation
reaches community members of all ages and cultures.

Parks and Recreation programs bring
opportunities for tourism.

Quality recreation programs invite new families and
business to a community.





SUMMARY

The City of San Juan Bautista, Ca. hosts a population of 2,086. To address local issues, an Economic Development Citizens Action Committee (EDCAC) was developed.

This report reflects the work lead by the Community Resources sub-Committee of EDCAC. The committee is apprised of three volunteers from within the SJB community that strive to facilitate a process leading to a community-driven community recreation program.



INTRODUCTION

DREAM

A unique opportunity to “dream” what we as the citizens want in a community recreation program.

DEVELOP

Create values, systems, and funding opportunities tailored to meet our foundational needs through ongoing community engagement.

DELIVER

Provide a sustainable community recreation program that will benefit the community of San Juan Bautista.



Figure 1

DREAM

DREAM Priorities

- Engage our community
- Partner with businesses
- Build relationships
- Analyze existing programs



ADDED PRIORITIES

- Engage with youth
- Connect with advocates
- Develop partnerships and sponsorships
- Explore Multi-agency Use Agreements, (school district, County, non-profits, etc.)

Agendas

DREAM Meeting 1

Agenda

- Introductions
- Meet and Greet
- Activity Brainstorm
- Survey
- Wall Exercise

COMMUNITY ENGAGEMENT

Community engagement is essential to building support for developing a community recreation program. As a small community, our physical and structural resources that are available for recreation programming are limited. By leveraging the support of the community through engagement, we can benefit from a variety of individual, non-profit, commercial and government resources.

MEETING 1

Our first meeting hosted 18 people from a variety of backgrounds. We talked about the benefits that a community recreation program can bring to a community. We brainstormed the recreational activities that people were looking for in our community. We also developed a big idea form that anyone could complete. These were available at a variety of locations around SJB. In summary, we want it all!

In introductions, each person introduced themselves and talked about how recreation programs have influenced their lives. There were a variety of different recreation interests, including sports, music, fitness, wellness, aquatics, field trips, camps, free programs, events, and more. We also discussed:

“How Community Recreation can benefit a community?”

- Connects and brings a community together including the Mission, the School District, and local and regional business partners.
- Improves the health and wellness of people within the community.
- Provides skill-building and socialization in a positive environment.
- Delivers life-long learning opportunities.
- Can support local social problems (drug use, mental health, nutritional support, builds confidence, obesity, etc.)
- Provides positive activities for all ages.
- Builds economic development through events, programs, and activities.
- Recreation provides a conduit for Social Equity through free and reduced fee programs.
- Connects communities with local business through sponsorships/partnerships.
- Increases tourism.
- Escalates economic development.
- In recreation, sportsmanship matters.
- Recreation can work with other agencies to provide services, (Meals on Wheels, Shuttle services, etc.)
- Celebrates Cultural Events.

DREAM Meeting 2

A g e n d a

- Introductions
- Brainstorm Results
- Survey Results
- Focus Groups Q1-4

Next, each person completed a survey and added activities to our wall exercise. Large poster paper was placed on the wall with categories of recreation activities, and participants listed activities/programs in which they were most interested.

For the next two meetings, we had a nice mix of new people and returning supporters. Below, you will see a summary for each meeting. Please refer to Addendum pages for the survey results, which includes activities listed during a wall exercise. Also, see the discussion notes regarding each focus group questions.

DREAM Meeting 3

A g e n d a

- Introductions
- Review Meetings 1 and 2
- Results of Focus Group Questions 1-4
- Focus Groups Q5-8

MEETING 2

In this meeting, about a third of the attendees were also at the first meeting, We had a total of 19 attendees. We reviewed the results of our activity brainstorm, and we reviewed the results of the survey and the ideas collected in the Big Idea form. We had a solid variety of interests represented in this meeting and a strong interest to get some going as soon as possible. There were community members that have been at each meeting and representatives that can connect us with sponsorship/partnership opportunities.

MEETING 3

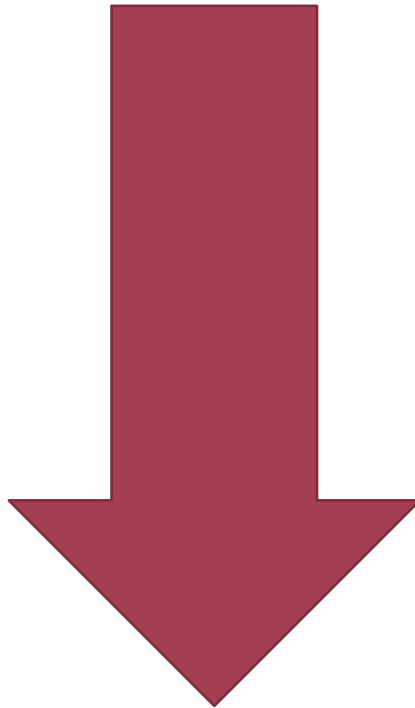
We had 17 attendees at this meeting, many of them were new and leaders within their organizations. In this meeting, we had several new advocates including representatives from the city council, the school district, non-profit leaders, and state parks. We provided a summary of all our meetings and reviewed the results of focus group question 1-4. Then, we divided into focus groups and completed discussion for focus group questions 5-6. Finally, we asked for volunteers to help us develop systems, programs and administrative policies and processes.

**THROUGH THESE MEETINGS AND THE
SUPPORT OF OTHER GROUPS IN TOWN,
WE HAVE COLLECTED AN INVENTORY OF
PROGRAMS, CONTACTS, AND
ADVOCATES.**

The first phase of the Community Recreation Project was to connect and to create engagement opportunities with people that see the benefits that come with community recreation. While we identified “Dream” as the “first phase”, that doesn’t mean the dreaming ever stops.

We will always seek input and feedback throughout all our processes as we move toward the next phases,

DEVELOP, then, DELIVER!



WHAT CAN SOCIAL EQUITY LOOK LIKE IN SAN JUAN BAUTISTA COMMUNITY RECREATION?

“It is a right, not just a privilege, for people nationwide to have safe healthful access to parks and recreation...regardless of income level, ethnicity, gender, ability or age.” Cities across the nation are beginning to incorporate the value of social equity into their parks and recreation planning.

Free and reduced fee-based programs and activities are strong components on the path to social equity in recreation.

Social Equity in Recreation

Providing access to parks and recreational opportunities to all members of a community is a critical opportunity for enhancing social sustainability within a community. Parks promote physical activity and promotes mental wellness in addition to decreasing crime rates. In local governments across the nation, consideration of social equity in parks and recreation operations lie on a broad spectrum. The Department of Parks and Recreation at the City of Sacramento, California has its own sustainability plan based on the Triple Bottom Line principle including social equity. This strategy is something we should explore in the Develop Phase.

In other communities, public service-oriented leadership strives to provide low or no cost recreational programs to allow greater access.

We must address these concepts as a foundation to building our Community Recreation Program.



DEVELOP

We are now recruiting volunteers/advocates to build program priorities, foundations, and schedules, and to help develop an administrative structure and processes with the city, develop funding strategies, and meet with potential partners and sponsors.

Once we recruit support, we will start working through all the steps necessary to building a community recreation program. Our next meeting will be April/May.

**Recreation
makes
life
Better.**



DELIVER

Feedback has been consistent. People want to get something going so our community can see it and get excited about new recreational opportunities for the SJB community.

While we have some serious work in developing our values, infrastructure, administrative processes, volunteers and staff recruitment, there are programs that we can start very soon.... the low hanging fruit. We will collate all the existing programs and work to promote them by season/quarter and send them to the community through an eblast.

To deliver a sustainable community recreation program, we need to think out of the box! We need to ask for more than we think we deserve and be creative in developing sustainable funding strategies while attaining strong partnerships and sponsorships. We can build our own unique model.



The Little Town that could, should, and will...

Phase 2 and 3, Develop and Deliver, will and can go hand in hand. We can develop as we go.

It will be a process, but with patience and support from our community, our local and regional government leadership, schools, and our business community, we can design an organically-grown, unique, sustainable, robust community recreation program for all ages.

Next Steps

- Establish task forces consisting of interested parties, including local and regional volunteers, local non-profits, and city leadership. Each committee becomes one of three task forces:

Program Taskforce, Administrative Taskforce, Strategic Funding Task Force.

- Develop clear, sustainable funding strategies.
- Identify potential corporate and sponsorship opportunities. Make contact. Develop levels of sponsorship packages.
- Collaborate with organizations that support and provide existing sports, arts, and other recreational programs to bring them under one umbrella. Identify summer programs to develop an eblast.
- Collaborate with School District to involve kids in this process. Connect with school leadership to develop school contest to develop artwork and tagline for a Community Recreation logo.
- Collaborate with school leadership to create programs for youth and teens, such as Youth Alliance, Teen Council, etc.
- Build facility inventory and identify gaps.
- Build a sustainable scholarship fund.
- Explore partnerships with local and regional.
- Collaborate with city leadership to develop systems that support registration, accounting, policies, and procedures.
- Develop Joint-Use Facility Agreements with the School District, State Parks and Hollister Parks and Recreation.
- Plan strategies to keep some activities free and/or reduced.



CEDS: Recommended Projects

- Complete Luck Park Plan-Expand library
- At Luck Park, add Senior Center with catering kitchen, meeting rooms, and multi-purpose classrooms attached to Library. Add Visitor Center at Luck Park to better interpret the story of SJB.
- Use funding strategies to expand the High School Campus to include a full-service Community Recreation Center and Community School programs to bring a Recreation/Education hub to the community, including a Technology Center. If not, explore a stand-alone Community Recreation Center.
- Support a Multi-Modal Hub that would increase tourism and support Community Recreation and Events.
- Splash Pad-Verutti Park, Abbe Park, or property near Washington/Lang.
- More restrooms to support events and community
- Downtown Revitalization
- Skatepark
- Dog Park
- Active Transportation Plan



The End...and the BEGINNING!



Parks and Recreation is more than just fun and games. It becomes the heartbeat of a community and provides a conduit to skill building, arts, improved health, wellness, sports, events, and socialization for all ages! Community Recreation raises the quality of life within a community, and it increases opportunities for tourism, and local businesses.

“If change is to be, it’s up to you and me.”

“Dreams are simply goals with wings.” Charles Jordan, Parks, and Recreation



The BENEFITS ARE ENDLESS!



Addendum

An informal Survey includes a list of suggested activities/programs

Focus Group Questions and Answers

Community Engagement Flyers Examples

Task Force Recruitment letter

An Informal survey to determine priorities. Each X represents an answer for an individual.

1. Do you reside in San Juan Bautista?

Yes - X X X X X X X X X X X-11

No - X X X-3

2. Do you currently own, operate or volunteer for any organization that offers recreational programming in San Juan Bautista?

Please list:

None

Not Yet

ASJUSD

Scouts

Battle Barn Games

Anza Trail Volunteer

R.E.A.C.H San Benito Parks Foundation

Jr. Giants

Soccer

EDCAC

GoBIZ (Funding)

Pinnacles National Park Partnership

Who, in your household, would be participating in programs? (Check all that apply)

- ☐ Children under age of 5 - X X X
- ☐ Children between 6-10 - X X X
- ☐ Children between 11- 15 X X X X
- ☐ Teens/Young adults between 16-20 X X
- ☐ Adults 21-30 - X X X X X
- ☐ Adults 31-40 X X X
- ☐ Adults 41- 50 X X
- ☐ Adults 51- 65 - X X X X X X X
- ☐ Adults 66 + X X X X X X
- ☐ Person(s) with a disability X (! yes, please), X

Are there any parks, recreation, or cultural activities that you or members of your household would like to see offered in San Juan Bautista that are not currently available? List as many as you would like.

Justice, Equity, Inclusion, Access

Judo, Intro extension of Watsonville Judo Club

Dog Park

Walking Trails in Town

Walking Club

Art & Wine

Singles Events
Couples Events
Kids Waterpark
Festivals
Splashpad
Aquatic programs
Indoor park
Music
Dance
Art
Interactional Activities
Skate Park - X
Basketball courts,
Tabletop Gaming
Board Gaming
Robotics
STEM programs
STEAM Programs
Game Nights
Luck Park Plan
Community Garden
Culinary Arts
Theater
Biking
Chess Club
Bonsai
Yoga
Senior specific wellness programs
SJB Youth/Teen Commission
Camps-themed, school breaks for holidays, spring breaks and summer camps.
Transportation to out of town facilities for field trips.
Adult Leagues-All sports

What programs would you be interested in? (Check all that apply)

Children/young adult team sports

- ☐ Craft/Fiber Art/ cooking activities - X X X X X X X
- ☐ Fitness/wellness activities - X X X X X X X X X X
- ☐ Recreation for people with disabilities - X X X X
- ☐ Life-time sports (e.g., hiking, pickleball, climbing) - X X X X X X X X X
- ☐ Arts/music programs (i.e., art, theater or music lessons - X X X X X X X
- ☐ Adult team sports - X X X X X X X X
- ☐ Special Interest (i.e., Table games, gardening, self-improvement - X X X X X X X X
- ☐ Educational programs (e.g., tutoring, English as a second language classes, STEM, STEAM) - X X X X X X X
- ☐ Childcare (afterschool, preschool, summer, and holiday break camps) - X X X X X X X
- ☐ Technology programs (i.e., computer fluency lessons - X X X X X X X X X
- ☐ Family activities (i.e., movie night, Indoor Park, Game nights) - X X X X X X X X X X
- ☐ Senior programs - (i.e., social activities, health, and wellness activities) X X X X X X X X
- ☐ Other (please specify)

3. Would you be willing to pay a fee to participate in programs offered through the Recreation Department?

- ☐ Yes - X X X X X X X X X X
- ☐ No - X

Comments: Budget-friendly, please

7. Do you participate in recreational activities offered in other cities?

- ☐ Yes - X X X X X X X X
- ☐ No - X X X

8. If yes, which programs have you participated in and in which city have they been located?

Where?

Swim

Santa Cruz

Capitola Bay Area Gaming Events

Historical Park

Regional Park

FPOA

Watsonville Bonsai Club

Hollister Recreation

Elkhorn Slough

SJB Life Drawing Group

7th & 8th grade basketball

9. How would you like to learn about future Community Recreation planning? (indicate all that apply)

☐ Emails - X X X X X X X X

☐ Flyers in school backpack - X X X

☐ Newspaper - X X X X

☐ Public access television - X

☐ Recreation information fair - X X X

☐ Recreation website - X X X X X X

☐ Social media - X X X X X X X

☐ Other (please specify) - X

EDCAC

10. Do you support the development of a SJB Community Recreation Program?

Yes -X X X X X X X X X

Comments - Absolutely!, Definitely

No - zero responses

Focus Group Questions 1-4

The bullets listed under each question reflect the combined notes taken from multiple discussion groups. Repeated or similar listings indicate answers from more than one person.

1. **Prioritize our service priorities. What are the benefits of recreation for each group. Why or why not ...do we need to set priorities?**
 - Priorities determined by money and resources
 - Find funding through grants
 - Social, learning, Health, and Fun
 - Look for city support to provide more access
 - Take care of land, transportation, equipment
 - Mental and physical health, community support
 - Data collection
 - Open space
 - **Youth and Teen**-keep them active and engaged and off the streets
 - **Adults**-Time off from kids & parents, health, and Wellness activities
 - **Seniors**-Keep active and engaged
 - **People with disabilities**
 - **Notes: Naming opportunities for Big Farm/Business**
 - Money from: True leaf, Taylor Farms, Coke, Willis, Granite Rock,
 - **Strada Verde**-get them to build a community center for P&R to serve senior programs, sports, fitness, classroom space, connected to outdoor space.

2. **What are local community issues, with any age group, that we can address through recreation programming. How can we best address immediate needs while working through the bigger picture?**
 - Social/community engagement with good leadership
 - Limit bullying-provide community support for team building and skill building (building relationships)
 - Provide training for community to work together and leadership skill building
 - Health and Well-being
 - Gathering spaces
 - Volunteer screenings
 - P&R can identify and show where more attention is needed.
 - A year-round, diverse recreation program
 - Utilize the resources we in town to create recreation programs and a schedule
 - Collaboration and communication city and school district-all public money
 - Human Resources
 - Transportation
 - Accessibility
 - Inclusion
 - Vacant lots
 - Identify programs that don't need money-knitting, walking, pick-up basketball, Indoor park

3. What values are important to sports programs: How do we establish a value surrounding sportsmanship and other bad behaviors from participants and spectators?

- Encourage participation
- Team building
- Leadership
- Community support
- Behavior contract
- Teach sportsmanship
- Competitiveness
- Self-motivation
- Fun
- Develop mission statement
- Set protocols-Program and Individual activity
- Spectators with bad behavior-no tolerance-eject them

4) What would the administrative structure look like in a SJB Community Recreation program? Is there a parks and recreation committee> Recreation Coordinator, Special event Coordinator? Both? Who would manage them?

- Parks and Recreation Director FT or PT
- Parks & Recreation Coordinator
- School staff-sports to get credit for coaching
- City would manage them
- Volunteered-Require background checks
- Funded, paid positions
- Volunteers are important, sometimes hard to sustain
- Partner support San Benito County support
- CM Asst ➡ ACM ➡ Parks and Recreation Coordinator
- Create Parks and Recreation Commission

Focus Group Questions 5-8

Our third community engagement meeting participants were divided into 4 groups to discuss and to initiate discussion on important topics needed to develop a Community Recreation program. Below, you will see the combined results of discussion for each group for questions 5-8.

5) How can we work with local businesses to support community recreation? Talk about ideas for developing partnership relationships?

- Work with local business to teach students about the business: Provide hands on experience such as, What it takes to run a business, fashion design, ask business to be a part of teaching skills.
- Have a career fair, Rent a dad or mom program, Big Brother, Big Sister programs, Mental Health resources.
- Collaborate with SJB Business Association
- Ask for donations from local groups. Ex: El Camino Produce-funded soccer.
- Recruit/collaborate with parents who are business owners.
- Tech companies-Employee sponsorships
- Bring business to school programs such as afterschool to enrich content.
- Luna Gallery can off a space for studio art.
- Business Grant programs
- Partner with small business of large organizations
- Plan outcomes: Who, What, when, where, and Why.
- Business mentoring and fundraising opportunities
- Appeal-share the why
- Grant writing and story-telling
- Find seed money, tap the community, leverage community interest.
- Government support-Local and regional
- Offer different levels of support of stakeholder investment with opportunity to buy in.
- Identify Point person or liaison to connect with lead person at agency.
- Collaborate utilizing Chamber Mixers, Events Networking/ San Juan Committee/ SJBBA
- Sponsorships-Go Big!
 - Ag. Businesses, State Parks, Hildebrand, Foundations-Shawn Herrera, Libraries
 - And local Artisans
- Host Lunches for: jobs, skill sets, building, artisans, agriculture

6) What funding strategies can we start now as “seed” money? How can we fund community recreation without becoming an unsustainable burden to our community.

- Paid Classes-Sip and Donate
- Beer Garden
- Carnival-Dunk the Principal
- Game Nights-Pay to Play-Adults: Chess, Backgammon, Cards, Bingo
- City Sponsored Pickleball Tournament
- Restaurant Week-A % will go to fund.
- Tourism brings visibility and helps business and would fund percentage
- Kaiser Foundation

- San Benito Health Center
- Afterschool Aces-60 students
- Sustain partnerships with school Youth Alliance
- Non-profit average X three years to sustainability
- Rotary, Veterans, R.E.A.C.H, Historical Society
- Fiscal sponsors in exchange for media/marketing
- Grant writing
- Innovative-new approach
- Youth Advocates
- San Benito Foundation
- Social Media Fundraising
- Communication is the challenge
- QR codes Direct Mail/ Email Blast/Social Media
- Events Calendar
- Create Campaigns
- Annual Crab Feed-Unduplicated
- Creative and innovative, per quarter
- Charter Fund provides sustainable funding
- Marketing/ Tourism- for Recreation @ 5 year term
- Music Festivals
- Jasper Movie Festival

7) Scholarship programs are generally based on the free lunch income guidelines. How do we ensure that we keep fees affordable for everyone in SJB. Can/ Should we establish some fresh programs for our community.

- Non-profits
- Yes
- Skill building with Seniors
- Asking for donations-sending letters out
- Volunteer Parks and Recreation tax
- Grants
- Mentorship opportunities/skill building with referred cohort (employee development)
- Peer mentorship
- Volunteer hours
- Reduced/free lunch to incentivize participation
- Community Service hours
- Provide opportunities for corporate and organizations
- Community members to sponsor
- Exchange: Annual appreciation event
- Free=for everyone, community supported, consistency, sustainability
- Yes
- Soccer partners w/other (insurance \$10 because in the umbrella)
- Kids only pay \$100 for soccer and there is a need for scholarships

8) What are your thoughts in developing a small parks district with other local communities. Is that the direction we want to go... or...do we just do what we can with our limited resources? Should we do our own thing...and partner with Hollister on some programs, aquatics, sports leagues, etc.

- City Leagues
- Recreation Coordinator
- Recreation Commission
- We reach out to Hollister pool program
- Horse Play-Aromas
- Community Garden
- Azevdo - Family Non-profit
- Stay within the San Juan Community
- Expand for growth (Hollister and other communities)
- Partners-Create Special District/Property tax vote
- Go with Aromas or not if you want the city to run it and not have a special vote
- Partner with Hollister for Aquatics
- Buses to Gilroy/ Hollister
- Hollister Aquatics-non-profit



You are invited to a series of "Think Tank" Discussions to talk about
"Community-based" Resources/ Programs & Events/

Please join us to dream/ define/ develop & deliver
what we want in our community/

Each meeting will build from the previous meetings.

Mark your calendars and be a part of planning
SJB Community-based programs.

Hosted By Economic Development Citizens Action Committee

Dates: October 20 November 9 January 29

Location: VFW, 58 Monterey St

Time: 6-Spm

For more information, contact:

Brian Foucht <ACM-CDDirector@san-Juan-Bautista.ca.us

831-623-4661 X20 Office

831-207-5430 Cel

San Juan Bautista Community Recreation Think Tank!

Join engaged SJB community members to
“Dream, Develop, and Deliver” a
grassroots Community Recreation Program

Thursday, January 19
6-8pm

VFW Post, 58 Monterey St

RECREATION Makes Life BETTER!

Builds Confidence

Quality of Life

IMPROVE HEALTH and WELLNESS

Access

Socialization

SKILL Development

Ignites

Economy

ACTIVE

PLAY

Connect to Nature

Inclusion



DRAFT Recruitment letter for Task Force members.

Dear Friends of the Community Recreation Project

My name is Kim Calame and many of you have shown interest or have participated in our effort to create a Community Recreation program. We have made good progress. We have hosted three community engagement meetings that included residents, business owners, school leadership, non-profit leadership, state parks, and local government representatives. In addition, we have surveyed and discussed what members of the community want to see in a Community Recreation program, and we have developed a mechanism for individuals to give us their “Big Ideas”. Finally, we have had great discussions on key topics that will impact how we approach Community Recreation programs. You may remember our tagline: Dream, Develop, Deliver! We have been dreaming since October 2023 and now we are moving to the next phase, Develop.

There are only three of us on the Community Resource Committee facilitating this project. We need your time, your knowledge, and your energy to keep our momentum moving forward to make this a reality. We have three groups that will be meeting to start working through programming priorities, administrative structures, policies and processes.

The first task force is the Programming Committee, led by Teresa with my support.

Identify low hanging fruit-look at Youth, Teen, Adult (Bring existing programs together to promote)
Discussion: Transitioning existing programs under a Parks & Recreation umbrella
Develop 1st quarterly eblast to provide recreation program information for existing programs by quarter
Teen Council
Develop behavior contract
Develop participant waiver
Develop registration process for new recreation
Identify available spaces by quarter Fall, Winter, Summer, Spring Volunteer
Guidelines/Recruitment strategies/Background check

The second taskforce is Administration Development, led by Kim and Darlene, who will take the lead on the Strategic Funding Task Force with my support.

Identify Administrative Reporting Structure
Research current city policies/permitting rules for park/facility usage
Meet with students
Work with city to develop systems (program registration, website, FaceBook, GoFundMe, etc.)
Develop SJB Community Recreation Report

Identify potential grants, sponsors and partners and make contact
Work with grant writer to identify project scope, etc.
Develop a presentation package for funding support
Connect with SBC P&R Foundation (represent)
Present to Rotary other local agencies

Of course, this isn't EVERYTHING! Each working committee will prioritize, research, and work together to develop different areas. We need people that are currently active and/or that are interested in recreational programs. We need people that represent a variety of our community's needs. We also need folks with administrative and managerial background, and we need people who can get excited about developing funding strategies.

Join us to making our Community Recreation Project a reality! Please give us your time! Once we get a list of interest, we will survey everyone for the best times to meet. If you are interested in any level of participation, please reply to this email with indicate which area, Programming or Administrative Development/ Funding Strategies. Make sure I have the email that you want for communication and a phone number.

Sincerely, Kim Calame

This report reflects information gathered by community members, non-profit and for-profit representatives, and Community Recreation advocates.

A BIG Thank you for your input and support!

EDCAC/Community Resource Committee/ Dream, Develop, and Deliver Community Recreation Project



CITY OF SAN JUAN BAUTISTA
ECONOMIC DEVELOPMENT CITIZEN ADVISORY COMMITTEE BYLAWS
Adopted January 6, 2023

A. POWERS AND DUTIES

The Economic Development Citizens Advisory Committee (EDCAC) is established pursuant to Attachment “A” of City Council Resolution 2021-74 and the respective members thereof shall perform the duties and activities described therein in order to accomplish the limited objective of recommending economic development strategies to the City Council.

The EDCAC may establish ad hoc committees. The EDCAC shall establish roles and responsibilities of any such committee deemed necessary by the EDCAC to accomplish the duties and complete the activities described in Attachment “A” of City Council Resolution 2021-74.

B. MEMBERSHIP

The EDCAC shall be established with eleven (11) voting members. Membership requirements and considerations include the following established via City Council resolution 2021-74:

1. Members shall reside, operate a business within, have gainful employment with, or be involved in a substantial, meaningful way with entities whose mission and activity includes education, social services, health services, historic preservation activities, culture and the arts.
2. Members shall take an interest in issues associated with economic development, business development, resiliency, the arts, culture, historic preservation, recreation and public education.
3. Members may have special knowledge, expertise, or skills related to economic development, business operation, public private partnerships including finance, federal state and local economic development programs.
4. Members may also have special knowledge or experience in the arts and culture, education, recreation, transportation or other qualifications related to economic development. Special knowledge, skills, or expertise is not mandatory for appointment to the committee.

In addition to membership requirements stated above, members shall review the City of San Juan Bautista Code of Ethics established by the City Council via Resolution 2018-17.

C. APPOINTMENTS

Appointments to the EDCAC shall be made by the City Council based on review of applications submitted on the City of San Juan Bautista standard application form.

D. TERMS

The Terms of the Committee members shall be as set forth in City Council Resolution 2021-74.

E. OFFICERS AND ROLES

1. The Chairperson shall be selected by the membership, from among the membership, to serve a one-year term.
2. The Chairperson shall preside at all regular meetings of the committee and may delegate duties to the members, subject to the approval of the Committee.
3. The Vice Chairperson shall serve in the capacity of the Chairperson in his or her absence, and shall assist the Chairperson in fulfilling his or her duties as requested.
4. A Recording Secretary shall keep a true record of minutes of all Committee meetings to be presented to the Committee for approval at the following regular meeting. The Committee may delegate this function to a City staff person. Minutes and any recordings shall be posted to the City's website.

F. MEETINGS

1. The EDCAC shall typically meet monthly at a time and place established by the EDCAC and shall meet at least once quarterly.
2. Meetings shall be conducted in accordance with Roberts Rules of Order.
3. EDCAC meetings and communications shall be subject to the Brown Act, California Government Code Section 54950 et. seq.
4. Consistent with Powers and Duties Ad hoc sub-committee meetings of less than a quorum of the full membership of the committee may be held as needed to research and compile information to apprise the EDCAC. Such meetings shall not be subject to the Brown Act requirements.
5. Any member of the EDCAC who has a conflict of interest on any item before the EDCAC shall announce on the public record the nature of the conflict, vacate his/her seat, and recuse themselves from discussing and voting on said item.

G. QUORUM

A majority of the members of the committee shall constitute a quorum. A quorum is necessary at a regular meeting of the EDCAC for any action to be taken. In the event that there is no quorum, any discussions which are held by those assembled shall be regarded as informal and meeting minutes will not be prepared.

H. ATTENDANCE

An EDCAC member who is absent without excuse from two (2) regular meetings of the Committee in a six (6) month period shall automatically forfeit his/her position.

Absences will be deemed excused if the Chairperson receives notification in advance of the meeting and identifies the member as excused in the minutes of the meeting during which the absence is noted.

AMENDMENTS

Amendments to these bylaws may be initiated at any EDCAC meeting, to be voted upon not sooner than the next regularly scheduled meeting. Bylaws shall not conflict with the City Code or other Council approved policy, rule, or regulation.

Recommendation of any amendment shall require a majority vote of the Committee members.

Upon approval by the EDCAC, these bylaws and future amendments to these bylaws, shall take effect immediately.



Item: 9.E
City Council Meeting
April 18, 2023

CITY OF SAN JUAN BAUTISTA CITY COUNCIL REPORT

DATE: APRIL 18, 2023 – Continued

DEPARTMENT: CITY ATTORNEY

BY: ROBERT W. RATHIE, CITY ATTORNEY

TITLE: REVISITING ZONING CODE SECTION 11-04-110
REGARDING REGULATION OF LARGE-SCALE RETAIL,
FORMULA RETAIL, FORMULA RESTAURANT AND
FORMULA VISITOR ACCOMMODATIONS BUSINESSES.

DISCUSSION ITEM:

During the discussion of Item 6.C. at the City Council meeting on March 21, 2023, Council Members discussed and received comments from members of the public concerning possibly revisiting the “Formula Business Ordinance” with the goal of encouraging a bank, pharmacy or another hotel to locate in San Juan Bautista. The City Council requested that an ordinance revision be brought back at this meeting as a discussion item. The attached change to Section 11-04-110, which like any revision to the Municipal Code would need to be adopted by ordinance, is submitted for that purpose.

This revision would establish a purpose for the regulation and describes the three types of businesses that would continue to be regulated - large-scale retail, formula retail and formula restaurant and further describes and defines the attributes of “large-scale” retail and “formula” retail and restaurant businesses. Reference to “Visitor accommodations” is deleted in the revision.

Neither the present ordinance nor the revision effect a total ban on such businesses and the findings required for a conditional use permit, required in each instance, remain essentially the same.

The proposal would exclude as formula businesses banks or credit unions, pharmacies not otherwise located within a large-scale retail business, grocery stores, and gas stations. Hotels, motels and inns are also excluded from categorization as formula businesses and each is permitted as a conditional use in the Commercial and Mixed Use Districts. Banks are a permitted use in the Commercial and Mixed Use Districts as are drug stores and grocery stores. Gas stations are conditional uses in the Commercial and Industrial Districts. “Large-scale retail business development” is defined in the Zoning Code as meaning any structure of 5,000 square feet or greater occupied by one retail establishment.

The revision also provides that in the event of any conflict with another section of the Municipal Code, Section 11-04-110 would control and that in the event an applicant challenges the

designation of the business as one of the types of businesses regulated by Section 11-04-110 the burden is on the applicant to prove otherwise.

California has a well-established history with formula business restrictions at the city level. In addition to prominent “big box” store regulations, many cities of varying size across the state have enacted prohibitions against formula businesses. California courts have largely upheld these restrictions against legal challenges under the dormant commerce¹ and equal protection clauses of the U.S. Constitution.

It is also a well-established legal principle that a city’s police power has broad application to protect the public health, safety and welfare of its residents which has been interpreted to include regulating formula businesses.

The attached proposed revision of Section 11-04-110 is submitted for purposes of discussion.

-RWR

¹ The Dormant Commerce Clause, or Negative Commerce Clause, in American constitutional law, is a legal doctrine that courts in the United States have inferred from the Commerce Clause in Article I of the US Constitution. The primary focus of the doctrine is barring state protectionism. The Dormant Commerce Clause is used to prohibit state legislation that discriminates against, or unduly burdens, interstate or international commerce.

11-04-110 Large-scale retail business, formula retail or formula restaurant business.

(A) The purpose of this section is to regulate the location and design of large-scale retail business, formula retail business, and formula restaurant business establishments in order to maintain the unique and historic small town visual appearance and character of the City, the diversity of the community's unique commercial area, the quality of life for City residents, and to promote the long-term economic health of visitor-serving businesses and the community as a whole.

(B) "Large-scale retail" means a commercial retail establishment for the sale of merchandise, services or a product to which either of the following apply: (i) such establishment has ground floor street-level facade exceeding twenty-five (25) linear feet on any street, or (ii) the useable area of the building or structure wherein a single business is to be located and conducted is five thousand (5,000) square feet or greater.

(C) "Formula" for purposes of this section means a type of business activity which is required by contractual or other arrangement or affiliation to maintain a standardized ("formula") array of merchandise and/or a product, menu, employee uniforms, décor, façade, design, signage, color scheme, trademark or service mark, name, or similar standardized features which cause it to be substantially identical to other businesses in the United States, regardless of ownership or location, at the time the conditional use permit application required herein is deemed complete.

(D) "Formula retail business" means a commercial retail establishment for the sale of merchandise, services and/or a product including a standard array of merchandise and/or a product and one or more of the other attributes described in subsection (C) above.

(E) "Formula restaurant business" means a retail establishment primarily devoted to the on-site preparation and offering of food and beverage for sale to the public for consumption either on or off the premises and which is required by contractual other arrangement to offer any of the following: standardized menus, ingredients, food preparation, décor, uniforms, architecture, signs or similar standardized features and which causes it to be substantially identical to other restaurants.

(F) Other Definitions.

"Color scheme" means selection of colors used throughout, such as on the furnishings, permanent fixtures, and wall coverings, or as used on the façade.

"Decor" means the style of interior furnishings, which may include, but is not limited to, style of furniture, wall coverings or permanent fixtures.

"Facade" means the face or front of a building, including awnings, looking onto a street or an open space.

"Ground floor street-level facade" means that street level portion of a building facing a public street.

"Service mark" means word, phrase, symbol or design, or a combination of words, phrases, symbols or designs that identifies and distinguishes the source of a service from one party from those of others.

"Signage" means a sign pursuant to Chapter 11-10 of this title.

“Standardized array of merchandise or a product” means fifty (50) percent or more of in-stock merchandise or a product are from a single distributor bearing uniform markings.

“Standardized array of services” means a substantially common menu or set of services priced and performed in a consistent manner.

“Trademark” means a word, phrase, symbol or design, or a combination of words, phrases, symbols or designs that identifies and distinguishes the source of the goods from one party from those of others.

“Uniform apparel” means standardized items of clothing including but not limited to standardized aprons, pants, shirts, smocks, dresses, hats, and pins (other than name tags) as well as standardized colors of clothing.

(G) A Conditional Use Permit shall be required for any large-scale retail business, formula retail business, or formula restaurant business in the City. Procedures for each such business’ conditional use permit application shall conform to Chapter 11-20. The following findings shall be required:

- (1) The business offers merchandise, a product and/or services that serve the unmet needs of the population.
- (2) Although a formula-based business may have other store locations throughout the country, State, or region, the business will complement and enhance the existing character of the City.
- (3) Both exterior and interior appearance and presentation of the business are compatible with the existing scale of development, distinctive architecture and pedestrian orientation of the town character and result in an enhancement of the look and feel (i.e., unique historic character) of the surrounding area.
- (4) Signs shall conform to the City sign standards and design guidelines.
- (5) Drive-through food establishments are prohibited.

(H) Large-scale retail, formula retail business, and formula restaurant business are subject to review by the Planning Commission so therefore the business/applicant shall fill out the application requirements for a conditional use permit and any other pertinent applications as specified therein, pay fees specified, and submit plans as set forth therein.

(I) Notwithstanding any other provision of this section, the following types of businesses are not formula businesses: hotels, motels, and inns, banks or credit unions, pharmacies not otherwise located within large-scale retail businesses, grocery stores, or automobile service (i.e., gas) stations.

(J) This section is in addition to, and not in replacement of, any other regulations set forth elsewhere in this title. In the event of a conflict between the provisions of this section, and any other regulations in this title, the provisions of this section shall prevail.

(K) In the event the City determines that a permit application or permit subject to this section is for a large-scale retail or a formula business, the permit applicant or holder bears the burden of proving to the City that the proposed or existing use does not constitute a large-scale retail or a formula business.