



Date: November 1, 2022
To: All Bidders
Project: West Bay Street Coastal Access Repair Project
Subject: Addendum #2
Sent Via: Posted at <https://www.sandcity.org/our-community/advanced-components/rfp-posts-list>

Bidders shall acknowledge this addendum by listing each addendum by number in his or her bid proposal by completing the Acknowledgement of Addenda form in Part II Proposal of the specifications.

Clarifications – questions submitted by bidders with responses as follows:

1. Question: What is the engineer's estimate for the project?

Response: The City does not release an engineer's estimate for the project.

2. Question: We have downloaded plans and specs for this project from your website. Can we please get listed on your Plan Holder's list for this project?

Response: The City's web site where the project was posted does not have the ability to track potential bidders or plan holders. Therefore, the City does not maintain a plan holder's list, but does document each question submitted by interested or potential bidders. Therefore, the City only has a list of interested or potential bidders that have submitted questions and/or who attended the pre-bid conference. This list is included with this addendum.

List of interested bidders who have submitted questions:

1. Anderson Pacific, Inc.
2. Graniterock
3. Bid America
4. Construct Connect
5. The Don Chapin Company
6. Kraemer Engineering, Inc.
7. Monterey Peninsula Engineering, Inc.
8. Precision Grade

List of interested bidders who attended the pre-bid conference held on 10/20/22:

1. Coastal Paving and Excavating, Inc.

3. Question: We received the bid documents for the above referenced project but were unable to locate the engineer's estimate. If possible, please reply back to this email with the engineer's estimate of kindly forward this to the person best able to provide this information.

Response: The City does not release an engineer's estimate for the project.

4. Question: For the project above, could you please attach or forward the pre-bid meeting sign in sheet?

Response: A copy of the sign-in sheet from the pre-bid conference held on 10/20/22 is included with this addendum.

5. Question: What is the EE for the above mentioned project?

Response: The City does not release an engineer's estimate for the project.

6. Question: Please confirm scale is correct on L sheets. If it is, it shows proposed Boardwalk width is 12'.

Response: The graphic scale shown on the landscape sheets is partially incorrect. The right side of the scale indicates a "4 scale" while the left side indicates a "8 scale" which is incorrect. The correct scale for all landscape plans is 4 scale. Based on this, the wooden boardwalk width is 6' wide, not 12' wide.

7. Question: Per note 2 on C3.0 says to remove and haul off existing pavement per note 2 on C4.0 says to grind both existing asphalt and base rock together to a depth of 6" as needed. Please confirm to either grind and reuse or haul away and bring in new base rock.

Response: Plans have been updated to demo and offhaul 6" existing roadway. Revised plan sheets are included with this addendum.

8. Question: Per spec section 10-3.50 Maintenance and Monitoring, "Monitoring shall occur annually in April or May for 5 years following the completion of planting". Will full retention on the project be released at the end of the project or will it be held through the entire maintenance period? Furthermore, will the performance and payment bonds for the project be tied up during this maintenance period as well?

Response: This question will be addressed with a subsequent addendum.

9. Question: Where on the project is bid item #38 "Rock Slope Protection" to be used?

Response: Bid item Rock Slope Protection has been revised to Stabilized Access – 12" Rock. See attached revised plans in this addendum for proposed placement of Stabilized Access – 12" Rock.

10. Question: Is there a location on the site where bid item #46 "Timber Stairs" is used? Is there a detail available?

Response: Bid Item #46 "Timber Stairs" and bid item #47 "Metal Handrail" are not a part of the project scope of work and have been removed from the bid schedule.

11. Question: Is there an engineer's estimate for this project?

Response: The City does not release an engineer's estimate for the project.

12. Question: For the West Bay Coastal Access Repair Project bid, I see a planting plan sheet, but I don't see a bid item for it? Where would you like us to include that work?

Response: This question will be addressed with a subsequent addendum.

13. Question: Also, bid item descriptions for #39-#50 are missing.

Response: This question will be addressed with a subsequent addendum.

14. Question: Installation of Bike Rack (Bid Item No. 37): The contract Price Paid per each for "Installation

of Bike Rack" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved with removing and replacing the metal fence as specified in these Special Provision, as shown on the plan and as directed by the Engineer, and no additional compensation will be allowed. Is this an error?

Response: The bid description for bid item #37 "Installation of Bike Rack" has been revised. See Specification changes on page 4 of this addendum.

15. Question: Will new bid schedule forms be distributed, ones in the spec book do not offer space for bidder to enter bid amount.

Response: The bid schedule has been revised to include columns for unit cost and bid amount.

16. Question: I would like to request a plan holders or bidder list, and to confirm that the bid date and time are unchanged. If any addenda have been recently released and you are able to attach them to this response that would be greatly appreciated.

Response: The City's web site where the project was posted does not have the ability to track potential bidders or plan holders. Therefore, the City does not maintain a plan holder's list, but does document each question submitted by interested or potential bidders. Therefore, the City only has a list of interested or potential bidders that have submitted questions and/or who attended the pre-bid conference. This list is included with this addendum, see response to Question 2 above. The new bid opening date is listed at the end of this addendum.

17. Question: Bid Item #49 is a LS unit, but has a quantity of 2. Please clarify.

Response: Bid Schedule change: Unit cost for bid item #49 "Interpretive signs" has been revised to EA with quantity of 1.

18. Question: Bid item descriptions for items #39-50 appear to be omitted from the specs. Please provide.

Response: This question will be addressed with a subsequent addendum.

19. Question: Please provide depth of existing pavement and subbase, if known.

Response: Per the City of Sand City SCWSP Coastal Access Project As-Builts dated February 2010, the existing pavement section is 2" AC over approximately 4" AB. The As-Built plan sheet is included with this addendum.

20. Question: I would like to request a copy of the plan holders list and the addendum, please.

Response: See response to Question 2, above.

Revisions – Changes to Project Plans:

1. **REMOVE** sheet C2.0 and **REPLACE** with the attached sheet C2.0 dated 11/1/22.
2. **REMOVE** sheet C3.0 and **REPLACE** with the attached sheet C3.0 dated 11/1/22.
3. **REMOVE** sheet C4.0 and **REPLACE** with the attached sheet C4.0 dated 11/1/22.
4. **REMOVE** sheet C7.0 and **REPLACE** with the attached sheet C7.0 dated 11/1/22.

Revisions – Changes to Project Specifications:

1. **REMOVE** “The Contract Price Paid per each for “**Installation of Bike Rack**” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved with removing and replacing the metal fence as specified in these Special Provisions, as shown on the plans and as directed by the Engineer, and no additional compensation will be allowed.”

REPLACE with “The Contract Price Paid per each for “**Installation of Bike Rack**” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved with removing and replacing the bike rack as specified in these Special Provisions, as shown on the plans and as directed by the Engineer, and no additional compensation will be allowed.”

2. **REMOVE** “**Grind and Removal of Existing Roadway (Bid Item No. 9)**The Contract unit price per cubic yard for “Grind and Removal of Existing Roadway” shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals, and for doing all the work including excavation, grinding, removal, and disposal of materials such as fabric and road mesh, grading and compaction, complete in place as specified in these Special Provisions, as shown on the Plans and as directed by the Engineer and no additional compensation will be allowed therefor. “Grind and Removal of Existing Roadway” includes the removal of existing asphalt and existing aggregate base for all areas identified in the plans. Refer to construction details in project plans for grind and removal locations. Depths of existing asphalt and existing pavement vary and will be determined in the field by the engineer. This item is revocable if not used and Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply to this bid item. Prior to digging, the contractor shall call 811 and pothole to determining exact utility horizontal locations and depths.

REPLACE with” **Demo and Offhaul Existing Roadway (AC and AB) (Bid Item No. 9)**The Contract unit price per cubic yard for “Demo and OffHaul Existing Roadway (AC and AB)” shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals, and for doing all the work including excavation, grinding, removal, and disposal of materials such as fabric and road mesh, grading and compaction, complete in place as specified in these Special Provisions, as shown on the Plans and as directed by the Engineer and no additional compensation will be allowed therefor. “Demo and OffHaul Existing Roadway (AC and AB)” includes the removal of existing asphalt and existing aggregate base for all areas identified in the plans. Refer to construction details in project plans for grind and removal locations. Depths of existing asphalt and existing pavement vary and will be determined in the field by the engineer. This item is revocable if not used and Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply to this bid item. Prior to digging, the contractor shall call 811 and pothole to determining exact utility horizontal locations and depths.”

3. **REMOVE** “**12” Rock Slope Protection (Bid Item No.38)**The contract unit price per cubic yard for “**12” Rock Slope Protection**” shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidents, and for doing all the work including grading and complete in place as specified in these Special Provisions, as shown on the Plans and as directed by the Engineer and no additional compensation will be allowed therefor.

The contractor shall supply weight tags to the Engineer on a daily basis. Quantities of 12” base rock will be determined and approved by the Engineer by using the tags. Base rock weight tags shall contain the project name and indicate cubic yardage.”

REPLACE with “**Stabilized Access – 12” Rock (Bid Item No.38)**The contract unit price per cubic yard for “**Stabilized Access – 12” Rock**” shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidents, and for doing all the work including grading and complete in place as specified in these Special Provisions, as shown on the Plans and as directed by the Engineer and no additional compensation will be allowed therefor.

The contractor shall supply weight tags to the Engineer on a daily basis. Quantities of 12" base rock will be determined and approved by the Engineer by using the tags. Base rock weight tags shall contain the project name and indicate cubic yardage."

4. **REVISE** Bid Schedule to include columns for Unit Cost and Amount
5. **REVISE** Bid Schedule Item 9 – "Grind and Removal of Existing Roadway" with "Demo and Offhaul Existing Roadway (AC and AB)"
6. **REVISE** Bid Schedule Item 38 – "Rock Slope Protection" with "Stabilized Access – 12" Rock"
7. **REVISE** Bid Schedule Item 46 – "Timber Stairs" with "Not Used"
8. **REVISE** Bid Schedule Item 47 – "Metal Handrail" with "Not Used"
9. **REVISE** Bid Schedule Item 49 – Interpretive Signs unit "LS" and quantity of "2" with unit "EA" and quantity of "1".
10. **ADD** the following to Part IV: Special Provisions - Licenses and Permits, "Any work within property belonging to the State of California Department of Parks and Recreation shall be in accordance with the executed Right of Entry permit between the State of California Department of Parks and Recreation and the City of Sand City. Contractor shall obtain a copy of the executed ROE permit on site at all times during the course of construction."
11. **REMOVE** Technical Specifications section 17. "Rock Slope Protection."

REPLACE with Technical specifications section 17. "Stabilized Access – 12" Rock."

The Bid Opening Date for this project is being extended. Sealed, unbound bid proposals for furnishing all labor, materials, tools, equipment and incidentals for the construction of the West Bay Street Coastal Access Repair Project in Sand City, California, in accordance with these plans and specifications, will be received until **2:00pm, Friday, November 4, 2022** ("Bid Opening Date"), at which time they will be publicly opened and read in the City Council Chambers.

All other conditions of the Specifications remain the same. Failure to acknowledge addendum will result in a nonresponsive bid.

Sincerely,



Leon D. Gomez, PE
City Engineer

GENERAL NOTES

GENERAL

- ALL WORK AND MATERIALS SHALL COMPLY WITH THE SPECIFICATIONS, STANDARDS AND ORDINANCES OF THE CITY OF SAND CITY, CITY OF SEASIDE, AND THE STATE STANDARD SPECIFICATIONS, CITY STANDARD DRAWINGS AND DETAILS ARE AVAILABLE ONLINE.
- ALL EXISTING IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO LANDSCAPING, FENCES, DRIVEWAYS, ACCESS ROADS, CURB, GUTTER, SIDEWALK, CULVERTS, DRAINS, AND MONUMENTS, SHALL BE RESTORED TO THE CONDITION IN WHICH THEY WERE, OR BETTER, BEFORE EXCAVATION WAS MADE. SEPARATE PAYMENT FOR RESTORATION OF EXISTING IMPROVEMENTS TO THEIR ORIGINAL CONDITION WILL NOT BE MADE. COMPENSATION FOR THIS TASK SHALL BE CONSIDERED AS INCLUDED IN THE VARIOUS BID ITEMS OF WORK INVOLVED. SOME EXISTING IMPROVEMENTS MAY NOT BE INCLUDED ON PLANS. CONTRACTOR SHALL INSPECT THE SITE IN ORDER TO SATISFY HIMSELF/HERSELF OF THE ACTUAL EXISTING SITE CONDITIONS.
- VEGETATION AND IMPROVEMENTS SHALL BE REMOVED ONLY WHEN DIRECTED IN WRITING BY THE ENGINEER. NO TREES, VEGETATION OR IMPROVEMENTS (INCLUDING FENCES) SHALL BE REMOVED WITHOUT THE PRIOR WRITTEN CONSENT AND APPROVAL OF THE ENGINEER OR UNLESS OTHERWISE SPECIFIED IN THIS PLAN SET.
- ALL EXISTING UTILITIES AND IMPROVEMENTS THAT BECOME DAMAGED DURING CONSTRUCTION SHALL BE COMPLETELY RESTORED BY THE CONTRACTOR AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE CITY.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DESIGN, INSTALLATION, AND REMOVAL OF ALL REQUIRED SHORING, SHEETING, AND BRACING, PER STATE AND FEDERAL REQUIREMENTS.
- CONTRACTOR SHALL AT ALL TIMES HAVE AT THE JOB SITE SUFFICIENT PUMPING EQUIPMENT READY FOR IMMEDIATE USE. THE TRENCHES AND EXCAVATIONS SHALL BE KEPT ENTIRELY FREE OF WATER. WATER SHALL BE DISPOSED OF IN SUCH A MANNER AS WILL NOT CAUSE INJURY TO PUBLIC OR PRIVATE PROPERTY, NOR BE A MENACE TO PUBLIC HEALTH.
- NO OPEN TRENCHES SHALL BE ALLOWED AT THE END OF ANY CONSTRUCTION WORK DAY. ALL EXCAVATIONS SHALL BE FILLED IN WITH TEMPORARY PAVING AT THE END OF EACH WORK DAY.
- CONTRACTOR SHALL CONFINE HIS OPERATIONS AND ACTIVITIES WITHIN THE PROJECT LIMITS CONSISTING OF EASEMENTS, ROAD RIGHT-OF-WAY, AND RIGHTS OF ENTRY AS SHOWN ON THE PLANS AND AS DIRECTED BY THE ENGINEER.
- THE EXACT LOCATION OF PROPOSED FACILITIES MAY BE FIELD ADJUSTED IF PROPOSED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER PRIOR TO INSTALLATION.
- IF ARCHAEOLOGICAL MATERIALS ARE UNCOVERED DURING GRADING, TRENCHING, OR OTHER EXCAVATION, EARTHWORK WITHIN 100 FEET OF THIS AREA SHALL BE STOPPED UNTIL A PROFESSIONAL ARCHAEOLOGIST WHO IS CERTIFIED BY THE SOCIETY FOR CALIFORNIA ARCHAEOLOGY (SCA) OR THE SOCIETY OF PROFESSIONAL ARCHAEOLOGISTS (SOPA) HAS HAD AN OPPORTUNITY TO EVALUATE THE SIGNIFICANCE OF THE FIND AND SUGGEST APPROPRIATE MITIGATION MEASURES, IF THEY ARE DEEMED NECESSARY.
- ALL SEWER MAINS AND SERVICES SHALL BE SEPARATED FROM WATER MAINS AND SERVICES PER STATE HEALTH DEPARTMENT STANDARDS.
- CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING AND ACQUIRING LAYDOWN AREA TO BE USED FOR STAGING AND MATERIAL STORAGE DURING CONSTRUCTION.
- FACILITIES DISTURBED DURING CONSTRUCTION SHALL BE RE-INSTALLED IN ACCORDANCE WITH RESPECTIVE CITY STANDARD DETAILS. THE EXACT LOCATION MAY BE FIELD ADJUSTED IF REQUESTED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER PRIOR TO INSTALLATION.

PERMITS

- THE CONTRACTOR SHALL NOTIFY CITY INSPECTOR AT LEAST 48 HOURS IN ADVANCE OF ANY WORK THAT WILL REQUIRE INSPECTION BY THE RESPECTIVE UTILITY COMPANIES. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, NATURAL GAS, ELECTRICAL, TELEPHONE, AND CABLE TELEVISION, FIBER OPTICS CABLES, ETC.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS AND LICENSES TO PERFORM THE IMPROVEMENTS IN THESE PLANS FROM THE APPROPRIATE AGENCIES AND TO COMPLY WITH THE AGENCIES' REQUIREMENTS. THE CONTRACTOR MUST COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL LAWS.
- ANY WORK WITHIN PROPERTY BELONGING TO THE STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION SHALL BE IN ACCORDANCE WITH THE EXECUTED RIGHT OF ENTRY (ROE) PERMIT BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION AND THE CITY OF SAND CITY. CONTRACTOR SHALL OBTAIN A COPY OF THE EXECUTED ROE PERMIT ON SITE AT ALL TIMES DURING THE COURSE OF CONSTRUCTION.

SAFETY

- SAFETY MEASURES: AT ALL TIMES, INCLUDING NON-WORKING HOURS, THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, CONTRACTOR'S OPERATION, AND/OR MATERIALS AND EQUIPMENT STORED IN THE STAGING AREAS, INCLUDING SAFETY OF PERSONS AND PROPERTY, AND FOR ALL NECESSARY INDEPENDENT ENGINEERING REVIEWS OF THE CONDITIONS. THE ENGINEER'S JOB SITE REVIEW IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES.
- WARNING! THE EXISTING SANITARY SEWERS ARE KNOWN TO HAVE HIGH CONCENTRATIONS OF TOXIC AND/OR EXPLOSIVE GASES. OTHER PIPELINES MAY ALSO HAVE TOXIC AND/OR EXPLOSIVE GASES. SEWER WASTEWATER MAY CONTAIN INFECTIOUS AND/OR CONTAGIOUS DISEASES AND THE CONTRACTOR SHALL OBSERVE ALL NECESSARY PRECAUTIONS.
- MANHOLE ENTRY AND/OR ENTRY TO ANY EXCAVATION GREATER THAN FOUR (4) FEET DEEP SHALL BE IN FULL COMPLIANCE WITH THE CONFINED SPACE ENTRY REQUIREMENTS OF CALIFORNIA AND FEDERAL OSHA.

TRAFFIC CONTROL

- THE CONTRACTOR SHALL PROVIDE ADEQUATE TRAFFIC CONTROLS INCLUDING FLAG PERSONS AND CHANGEABLE MESSAGE SIGNS. THE CONTRACTOR SHALL PREPARE AND SUBMIT TO THE CITY A PROJECT SPECIFIC TRAFFIC CONTROL PLAN PER SPECIFICATIONS FOR REVIEW AND APPROVAL PRIOR TO THE START OF WORK. THE TRAFFIC CONTROL PLAN SHALL BE PREPARED BY A REGISTERED CIVIL ENGINEER OR A LICENSED TRAFFIC ENGINEER IN THE STATE OF CALIFORNIA. THE CITY RESERVES THE RIGHT TO REQUIRE MODIFICATIONS TO THE APPROVED PLAN IN THE FIELD. WORK SHALL NOT BEGIN UNTIL ADEQUATE TEMPORARY BARRICADES, BARRIERS, FENCES, WARNING SIGNS, LIGHTS, OR OTHER SUCH TRAFFIC AND PEDESTRIAN WARNING AND CONTROL DEVICES ARE INSTALLED AS REQUIRED BY THE TRAFFIC CONTROL PLAN.
- ACCESS TO EACH PROPERTY SHALL BE PROVIDED AT ALL TIMES. IF DURING THE COURSE OF CONSTRUCTION IT BECOMES NECESSARY TO RESTRICT ACCESS TO A GIVEN PROPERTY IN ORDER TO COMPLETE PROJECT IMPROVEMENTS, CONTRACTOR SHALL COORDINATE WITH PROPERTY OWNER AFTER OBTAINING APPROVAL FROM THE CITY.
- CONTRACTOR SHALL MAINTAIN CONTINUOUS PEDESTRIAN ACCESS TO ALL ADJACENT PROPERTIES THROUGHOUT DURATION OF CONSTRUCTION. CONTRACTOR SHALL PROVIDE TEMPORARY WALKWAY FACILITIES AND GUIDANCE SIGNAGE TO DIRECT THE PUBLIC THROUGH OR AROUND ACTIVE CONSTRUCTION.
- CONTRACTOR SHALL TAKE SPECIAL MEASURES TO CLEAN UP THE CONSTRUCTION SITE AND PROVIDE SMOOTH TRANSITION TO ALL ACTIVE CONSTRUCTION AREAS.
- NO MATERIALS OR EQUIPMENT SHALL BE STORED WITHIN THE PUBLIC RIGHT-OF-WAY.

STREET SURFACE NOTES

- REPLACEMENT ASPHALT CONCRETE THICKNESS SHALL MATCH EXISTING.
- THE CONTRACTOR SHALL NOT ORDER NOR PLACE ANY PORTLAND CEMENT CONCRETE OR ASPHALT CONCRETE PAVING UNTIL THE FORMS AND SUBGRADE AND/OR AGGREGATE BASE HAVE BEEN INSPECTED BY THE CITY AND APPROVED BY THE CITY.
- EDGE OF EXISTING ASPHALT PAVEMENT SHALL BE TACK COATED PRIOR TO CONSTRUCTION OF NEW ADJACENT ASPHALT PAVEMENT.
- THE FINAL OR SURFACE LAYER OF ASPHALT CONCRETE SHALL NOT BE PLACED UNTIL ALL ON-SITE IMPROVEMENTS HAVE BEEN COMPLETED AND UNTIL ALL UNACCEPTABLE CONCRETE WORK HAS BEEN REMOVED AND REPLACED, UNLESS OTHERWISE APPROVED BY THE CITY.

POLLUTION PREVENTION

- THE CONTRACTOR SHALL COMPLY WITH THE CITY'S NON-POINT SOURCE POLLUTION PREVENTION ORDINANCE AND THE STORM WATER POLLUTION PREVENTION PLAN BEST MANAGEMENT PRACTICES (BMP) FOR THIS PROJECT.

UTILITIES

- THE HORIZONTAL AND VERTICAL LOCATIONS AND TYPES OF EXISTING UTILITIES SHOWN ON THE IMPROVEMENT PLANS ARE BASED ON SURVEY AND INFORMATION FURNISHED BY SERVICING AGENCIES AND ARE TO BE SUPPLEMENTED BY ACTUAL FIELD INVESTIGATIONS AND VERIFICATIONS BY CONTRACTOR. CONTRACTOR SHALL DETERMINE DEPTHS AND EXACT LOCATIONS OF EXISTING SERVICES WHETHER SHOWN ON THE PLANS OR NOT. CONTRACTOR SHALL AVOID DAMAGES TO EXISTING UTILITIES ENCOUNTERED. ANY DAMAGE TO EXISTING FACILITIES CAUSED BY THE CONTRACT SHALL BE PREPARED AT THE CONTRACTOR'S EXPENSE. ANY ADDITIONAL COSTS IF INCURRED, AS A RESULT OF CONTRACTOR'S FAILURE TO VERIFY LOCATIONS OF EXISTING UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION IN THEIR VICINITY, SHALL BE BORNE BY THE CONTRACTOR. CONTRACTOR SHALL NOTIFY THE UTILITY AGENCIES AND UNDERGROUND SERVICE ALERT (USA) AT (900) 227-2600 AT LEAST TWO (2) WORKING DAYS PRIOR TO EXCAVATING.
- THE CONTRACTOR SHALL EXERCISE NECESSARY CAUTION WHEN WORKING NEAR ALL EXISTING UTILITIES. ALL EXISTING UTILITIES, IMPROVEMENTS, STREETS, STREET MARKINGS & REFLECTORS, AND SIDEWALKS THAT BECOME DAMAGED DURING CONSTRUCTION OR ANY ACTIVITY BY CONTRACTOR OR CONTRACTOR'S REPRESENTATIVE IN ASSOCIATION WITH THIS WORK SHALL BE COMPLETELY RESTORED IN ACCORDANCE WITH STANDARDS AND REQUIREMENTS OF THE FACILITIES' OWNER, TO THE SATISFACTION OF THE CITY, AT THE CONTRACTOR'S EXPENSE AT NO ADDITIONAL COST TO BOTH THE OWNER AND THE CITY.
- EXISTING SERVICES TO THE PROPERTIES MUST BE MAINTAINED BY CONTRACTOR AT ALL TIMES DURING CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE PROPERTY OWNERS OF ANY INTERRUPTION OF SERVICES PRIOR TO ANY WORK ON EXISTING UTILITY LINES.
- THE CONTRACTOR SHALL PROVIDE ACCESS TO UTILITY COMPANIES FOR MAINTENANCE AND WORK ON THEIR UTILITIES DURING THE COURSE OF THE WORK.
- ALL VALVE BOXES AND MANHOLES, IF ANY, SHALL BE ADJUSTED TO GRADE, UNLESS OTHERWISE NOTED.

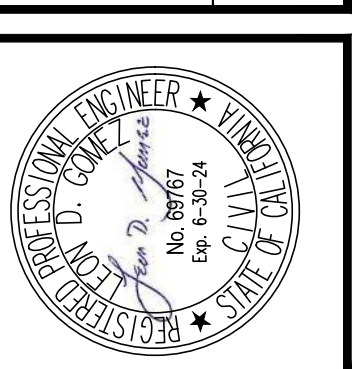
SURVEY MONUMENTS

- THE CONTRACTOR IS RESPONSIBLE FOR THE PRESERVATION AND OR PERPETUATION OF ALL EXISTING MONUMENTS AND STAKES WITHIN THE CONTRACTOR'S AREA OF WORK. THE CONTRACTOR SHALL NOT DISTURB OR REMOVE ANY MONUMENTS OR STAKES WITHOUT THE WRITTEN PERMISSION OF THE CITY ENGINEER, AND SHALL BEAR THE EXPENSE OF RESETTING ANY MONUMENTS OR STAKES WHICH MAY BE DISTURBED OR REMOVED WITH OR WITHOUT PERMISSION. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 15 WORKING DAYS NOTICE TO THE CITY ENGINEER PRIOR TO DISTURBANCE OR REMOVAL OF EXISTING MONUMENTS OR STAKES. THE CONTRACTOR SHALL UTILIZE THE SERVICES OF A CALIFORNIA LICENSED LAND SURVEYOR TO RESET ALL DISTURBED OR REMOVED MONUMENTS AND STAKES OR PROVIDE WITNESS MONUMENTS, PREPARE ALL REQUIRED DOCUMENTATION AND RECORDS, AND FILE THE REQUIRED DOCUMENTATION AND RECORDS WITH THE MONTEREY COUNTY SURVEYOR.



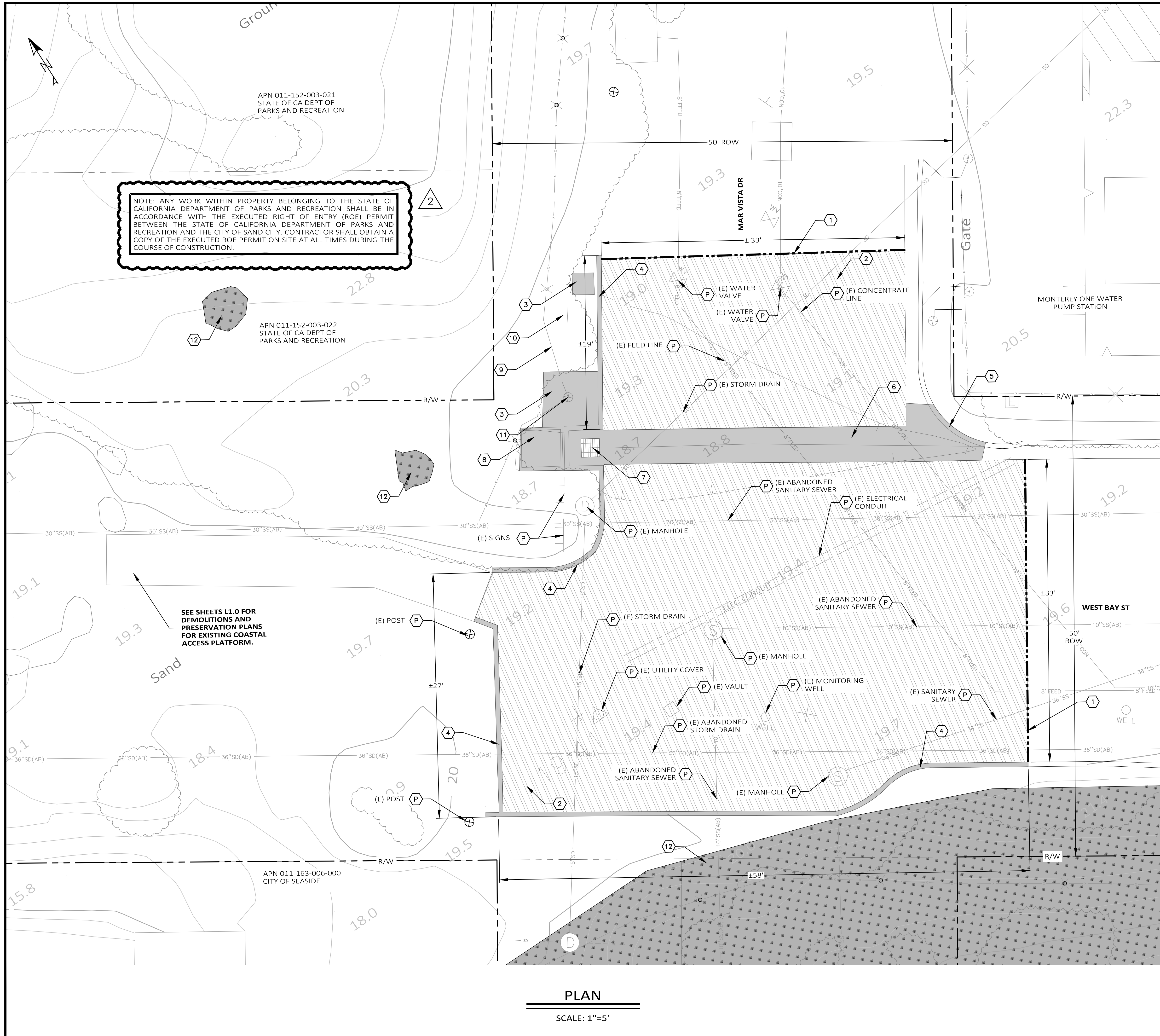
REV. NO.	DATE	DESCRIPTION
1	11/1/22	CM
		ADDITIONAL PERMIT NOTE CHANGES

Harris & Associates
 450 Lincoln Avenue, suite 103, Salinas, CA 93901
 p: 831.233.9242 * WeAreHarris.com



CITY OF SAND CITY
 ADDRESS: 1 PENDERGRASS WAY, SAND CITY, CA 93955
 PROJECT TITLE: WEST BAY ST. COASTAL ACCESS REPAIR PROJECT
 SHEET DESCRIPTION: GENERAL NOTES

DESIGNED BY:
DATE: 11/1/22
SCALE:
PROJECT NO. 1200673001
DRAWING NO. C2.0
SHEET 2 OF 15



DEMO CONSTRUCTION NOTES:

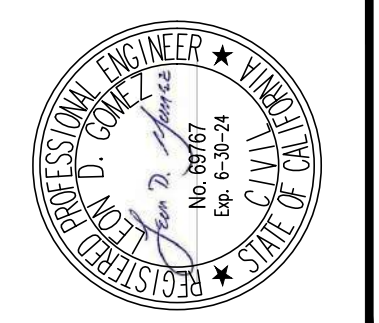
- (P) PROTECT IN PLACE.
- (1) SAWCUT LIMITS.
- (2) DEMO AND OFF-HAUL 6" OF EXISTING ROADWAY (AC AND AB).
- (3) REMOVE AND OFF-HAUL EXISTING CONCRETE PAD.
- (4) SAWCUT AND REMOVE EXISTING VERTICAL CURB.
- (5) SAWCUT AND REMOVE EXISTING CURB AND GUTTER.
- (6) REMOVE AND OFF-HAUL EXISTING VALLEY GUTTER.
- (7) REMOVE EXISTING STORM DRAIN CATCH BASIN.
- (8) REMOVE EXISTING STORMWATER INFILTRATION UNIT AND COVER.
- (9) EXISTING FENCE TO BE RELOCATED. SEE SITE PLAN SHEET C4.0 FOR NEW LOCATION.
- (10) EXISTING PET STATION TO BE RELOCATED. SEE SITE PLAN SHEET C4.0 FOR NEW LOCATION.
- (11) EXISTING BIKE POST TO BE REMOVED AND SALVAGED.
- (12) PROTECT AND DO NOT DISTURB ENVIRONMENTALLY SENSITIVE HABITAT. THE LOCATIONS AND AREAS OF SENSITIVE HABITAT SHOWN ON THIS PLAN ARE BASED ON A FIELD SURVEY PERFORMED BY DENISE DUFFY & ASSOCIATES SHOWN ON THE MAP ENTITLED, "FIGURE 1" DATED 6/13/18.

LEGEND:

- (Symbol: Hatched box) DEMO AND OFF-HAUL EXISTING ROADWAY (AC AND AB).
- (Symbol: Solid grey box) EXISTING CONCRETE TO BE REMOVED AND OFF-HAULED.
- (Symbol: Dotted box) ENVIRONMENTALLY SENSITIVE HABITAT. PROTECT AND DO NOT DISTURB.

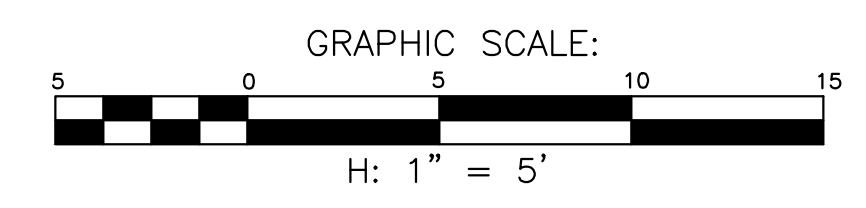


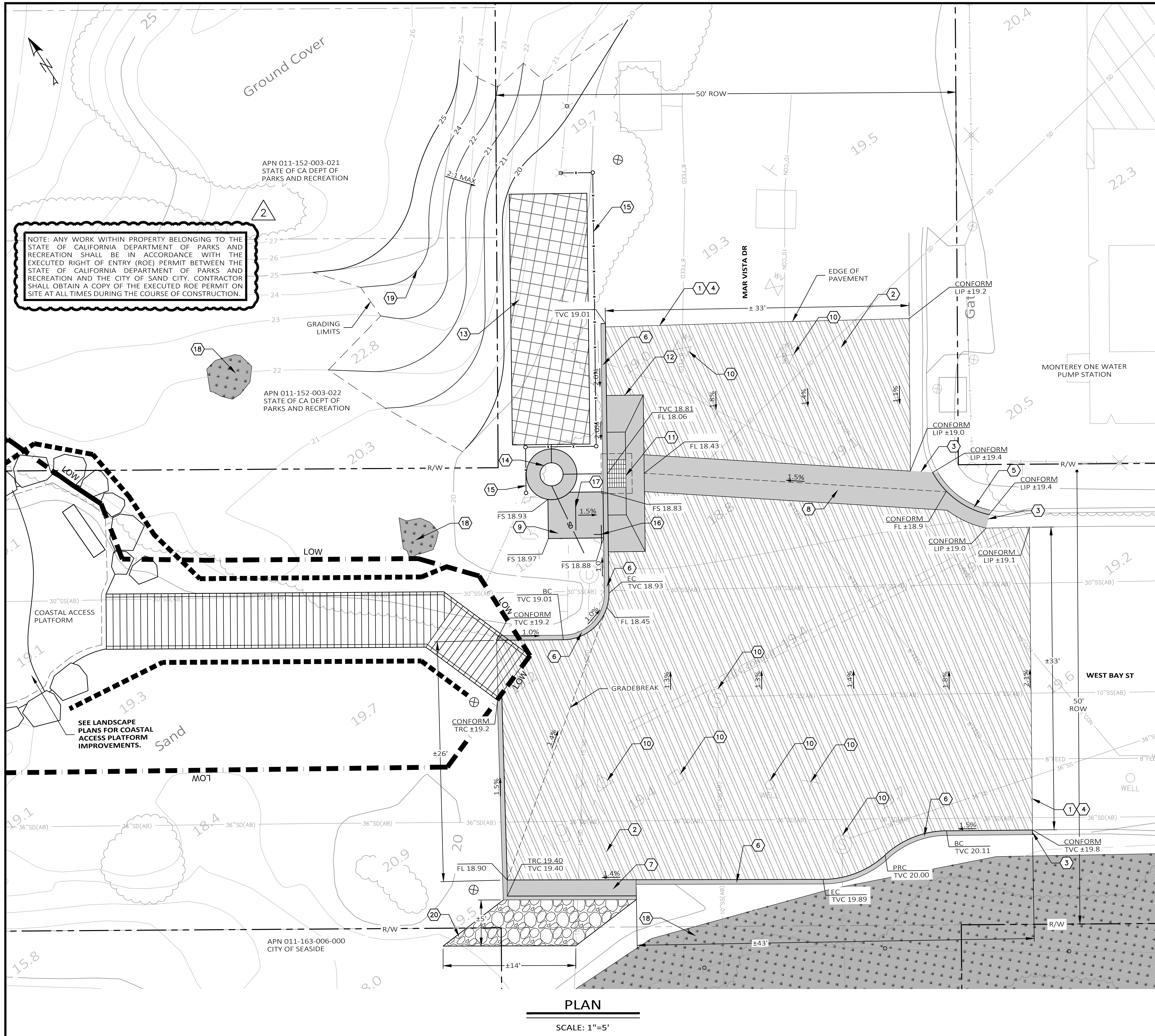
Harris & Associates
 450 Lincoln Avenue, suite 103, Salinas, CA 93901
 p: 831.233.9242
 WeAreHarris.com



CITY OF SAND CITY
 ADDRESS 1 PENDERGRASS WAY, SAND CITY, CA 93955
 PROJECT TITLE WEST BAY ST. COASTAL ACCESS REPAIR PROJECT
 SHEET DESCRIPTION WEST BAY STREET DEMOLITION PLAN

DESIGNED BY:
 DATE: 11/1/22
 SCALE:
 PROJECT NO.
 1200673001
 DRAWING NO.
 C3.0
 SHEET 3 OF 15





NOTE: ANY WORK WITHIN PROPERTY BELONGING TO THE STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION SHALL BE IN ACCORDANCE WITH THE EXECUTED RIGHT OF ENTRY (ROE) PERMIT BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION AND THE CITY OF SAND CITY. CONTRACTOR SHALL OBTAIN A COPY OF THE EXECUTED ROE PERMIT ON SITE AT ALL TIMES DURING THE COURSE OF CONSTRUCTION.

- ### CONSTRUCTION NOTES:
- 1 LIMITS OF WORK FOR ROADWAY IMPROVEMENTS.
 - 2 DEMO AND OFFHAUL (E) ROADWAY (AC AND AB) TO A DEPTH OF 6". PLACE NEW AB, SHAPE, AND COMPACT TO VARIABLE DEPTH AS NEEDED PER PLAN AND APPLY 2" OF NEW AC TO MATCH FINISH GRADE PER PLAN. REFER TO DETAIL 1 ON SHEET C7.0. EXACT LIMITS TO BE DETERMINED IN THE FIELD BY THE ENGINEER.
 - 3 LIMIT OF CONCRETE WORK. SAW CUT (E) CURB AND GUTTER. NEW CONCRETE SHALL CONFORM TO (E) CONCRETE.
 - 4 LIMIT OF ASPHALT WORK. SAW CUT (E) A.C. PAVEMENT. NEW PAVEMENT SHALL CONFORM TO (E) A.C. PAVEMENT.
 - 5 CONSTRUCT NEW COMBINATION CURB AND GUTTER PER DETAIL 2 ON SHEET C7.0.
 - 6 CONSTRUCT NEW "TYPE A1-6" VERTICAL CURB PER CALTRANS 2018 STANDARD PLAN A87A. REFER TO DETAIL 3 ON SHEET C7.0.
 - 7 CONSTRUCT NEW "TYPE D-6" ROLLED CURB PER CALTRANS 2018 STANDARD PLAN A87A. REFER TO DETAIL 3 ON SHEET C7.0.
 - 8 CONSTRUCT NEW VALLEY GUTTER PER DETAIL 4 ON SHEET C7.0.
 - 9 CONSTRUCT NEW SIDEWALK PER DETAIL 2 ON SHEET C7.0.
 - 10 ADJUST EXISTING UTILITY MANHOLE OR COVER TO NEW FINISH GRADE.
 - 11 CONSTRUCT NEW CATCH BASIN "TYPE GO" AS INDICATED ON PLANS AND PER 2018 CALTRANS STANDARDS PLAN D73E. REFER TO DETAIL 5 ON SHEET C7.0.
 - 12 CONSTRUCT CONCRETE GUTTER DEPRESSION FOR "TYPE GO" INLET AS INDICATED ON PLANS AND PER 2018 CALTRANS STANDARDS PLAN D73A. REFER TO DETAIL 6 ON SHEET C7.1.
 - 13 INSTALL ADS MC3500 UNDERGROUND CHAMBER INFILTRATION SYSTEM. REFER TO DRAINAGE PLAN AND DETAILS ON SHEETS C5.0 - C5.2.
 - 14 INSTALL 30" ADS NYOPLAST DRAIN BASIN AND CONCRETE COLLAR. REFER TO DRAINAGE PLAN AND DETAILS ON SHEETS C5.0 - C5.2.
 - 15 RELOCATE EXISTING FENCE. REFER TO DEMOLITION SHEET C3.0 FOR EXISTING FENCE ALIGNMENT.
 - 16 RELOCATE EXISTING PET STATION. REFER TO DEMOLITION SHEET C3.0 FOR EXISTING PET STATION LOCATION.
 - 17 INSTALL BIKE RACK. SPECIFIC BIKE RACK STYLE TO BE DETERMINED BY CITY ENGINEER.
 - 18 PROTECT AND DO NOT DISTURB ENVIRONMENTALLY SENSITIVE HABITAT. THE LOCATIONS AND AREAS OF SENSITIVE HABITAT SHOWN ON THIS PLAN ARE BASED ON A FIELD SURVEY PERFORMED BY DENISE DUFFY & ASSOCIATES SHOWN ON THE MAP ENTITLED, "FIGURE 1" DATED 6/13/18.
 - 19 GRADE SURFACE TO FINISH GRADE AT A 2:1 MAXIMUM SLOPE PER PLAN. CONTRACTOR TO COORDINATE WITH SITE BIOLOGIST TO ACCOMMODATE FOR ENVIRONMENTALLY SENSITIVE HABITAT DURING GRADING ACTIVITIES.
 - 20 INSTALL STABILIZED ACCESS - 12" ROCK AT A DEPTH OF 24 INCHES AND COVER WITH NATIVE SOIL.

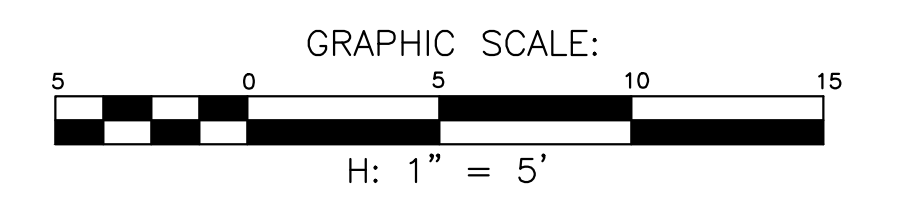
- ### LEGEND:
- PROPOSED ASPHALT PAVEMENT IMPROVEMENTS
 - PROPOSED CONCRETE IMPROVEMENTS.
 - ENVIRONMENTALLY SENSITIVE HABITAT. PROTECT AND DO NOT DISTURB.
 - PROPOSED STABILIZED ACCESS - 12" ROCK

LINE TABLE

LINE#	LENGTH	BEARING
L1	9.35'	S55°54'11"E
L2	34.32'	S55°25'28"E
L3	19.97'	S32°59'38"W
L4	7.25'	S55°42'54"E
L5	29.31'	N33°58'10"E

CURVE TABLE

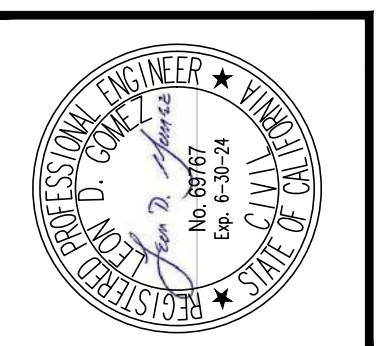
CURVE#	DESC	RADIUS	DELTA	LENGTH
C1	FOC	10.00'	41°58'15"	7.33'
C2	FOC	10.00'	42°26'59"	7.41'
C3	FOC	5.00'	90°18'56"	7.88'



PLAN
SCALE: 1"=5'



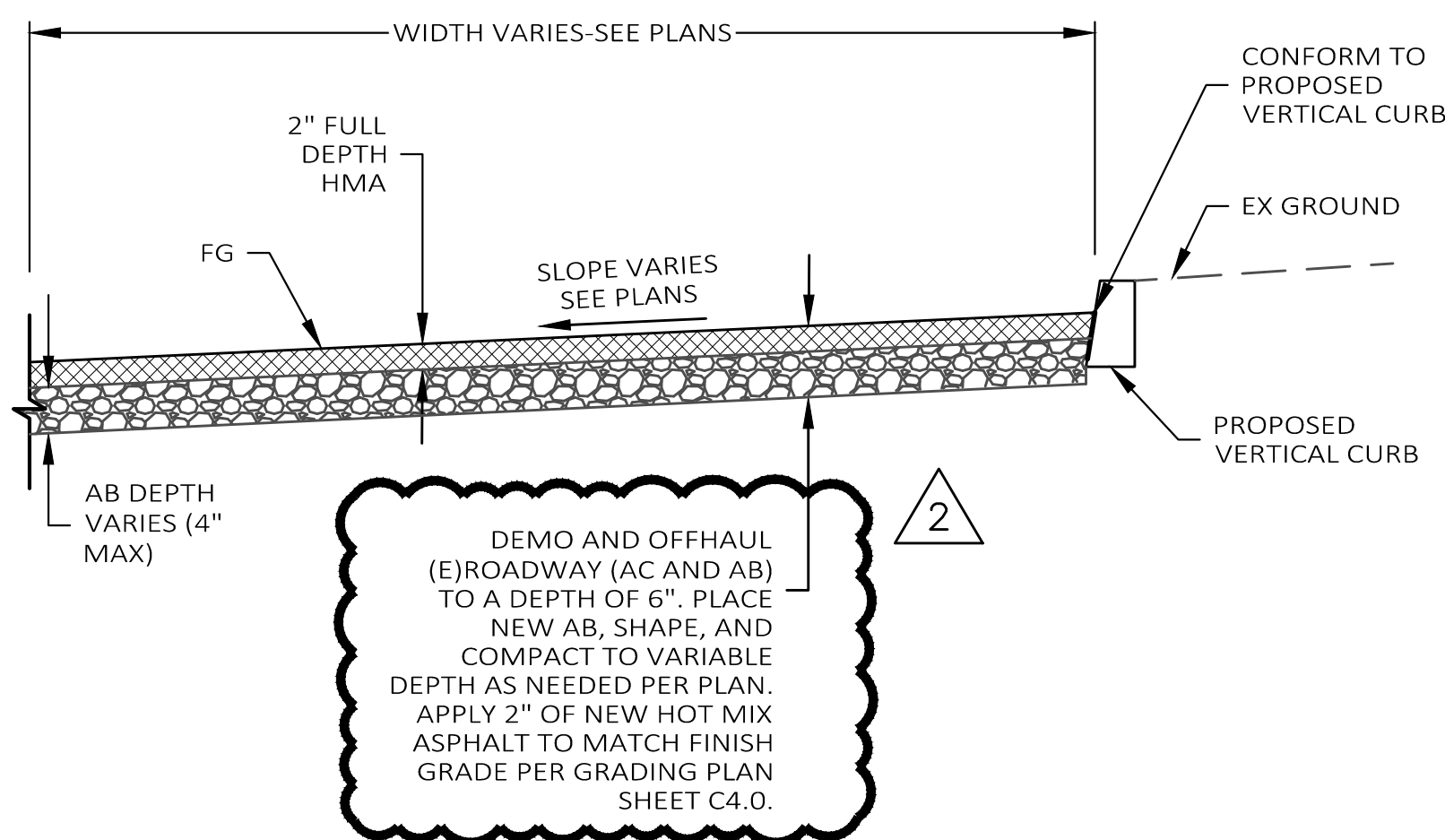
Harris & Associates
 450 Lincoln Avenue, suite 103, Salinas, CA 93901
 WeAreHarris.com
 p: 831.233.9242



CITY OF SAND CITY
 ADDRESS 1 PENDERGRASS WAY, SAND CITY, CA 93955
 PROJECT TITLE WEST BAY ST. COASTAL ACCESS REPAIR PROJECT
 SHEET DESCRIPTION WEST BAY STREET SITE PLAN & GRADING

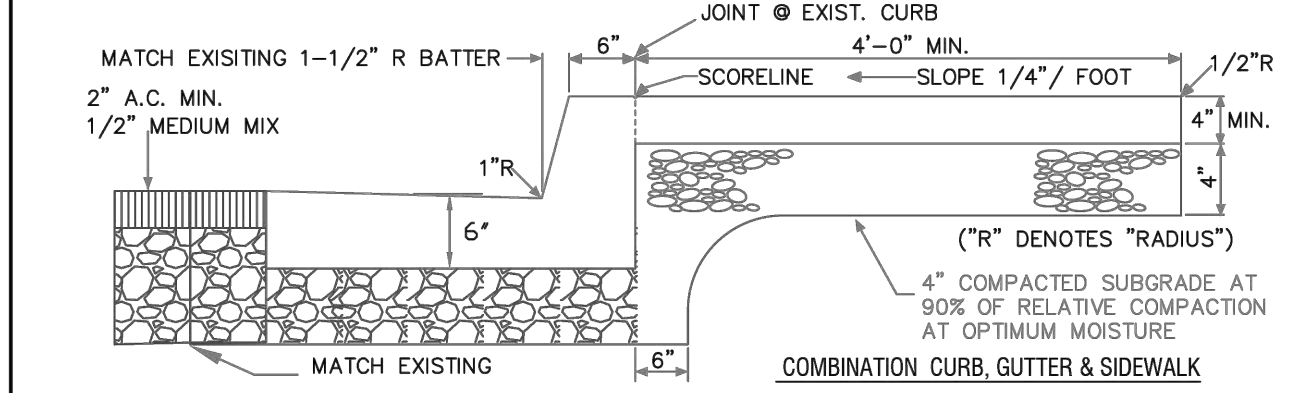
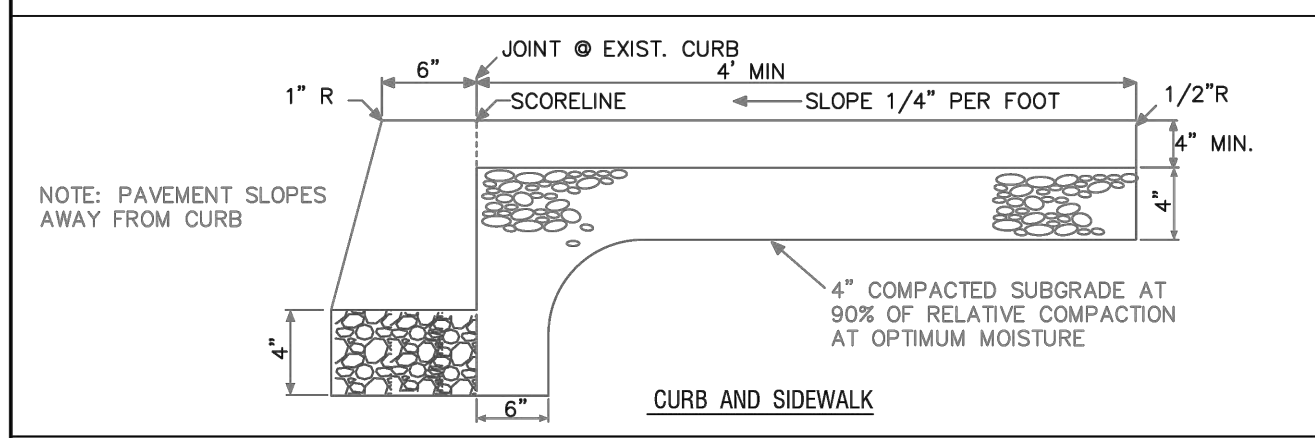
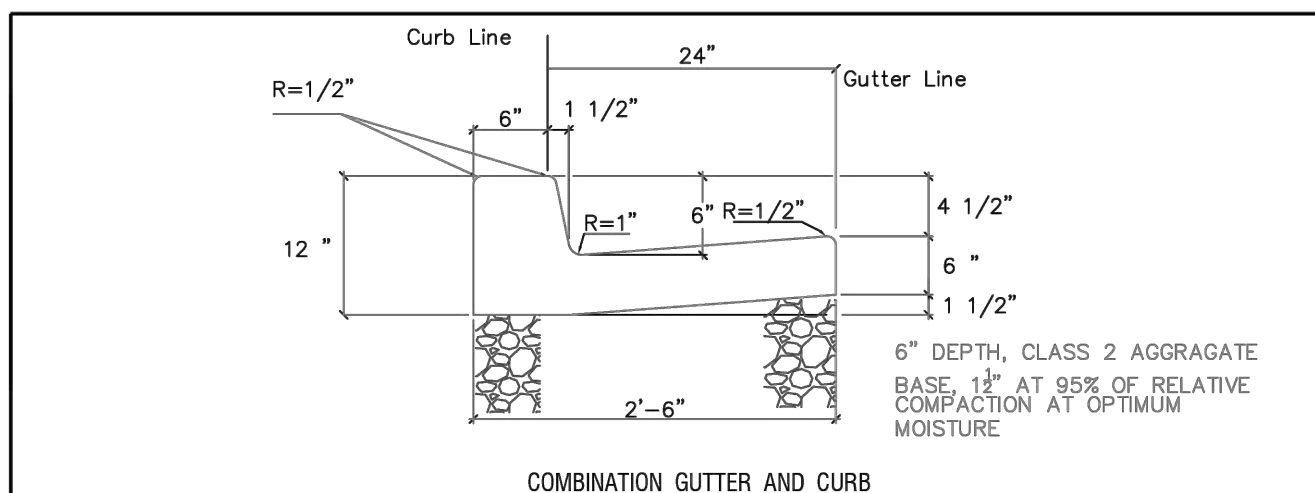
DESIGNED BY:
 DATE: 11/1/22
 SCALE:
 PROJECT NO.
 1200673001
 DRAWING NO.
 C4.0
 SHEET 4 OF 15

BID SET



DEMO AND OFFHAUL (E)ROADWAY (AC AND AB) TO A DEPTH OF 6". PLACE NEW AB, SHAPE, AND COMPACT TO VARIABLE DEPTH AS NEEDED PER PLAN. APPLY 2" OF NEW HOT MIX ASPHALT TO MATCH FINISH GRADE PER GRADING PLAN SHEET C4.0.

1 FULL DEPTH HMA (TYP)
NOT TO SCALE

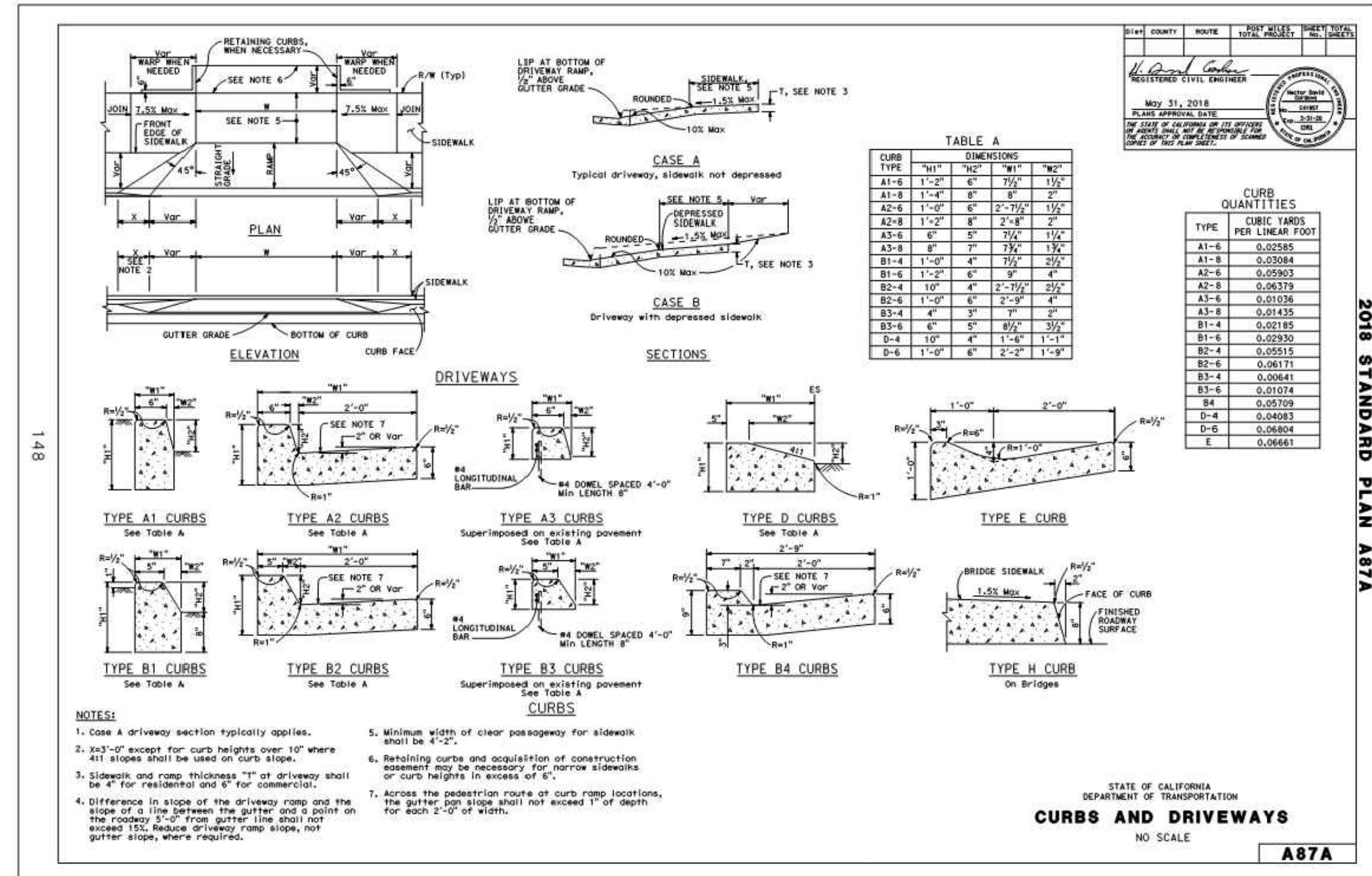


- NOTES:**
1. ALL WORK AND MATERIAL SHALL CONFORM TO CITY OF SEASIDE STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS.
 2. CONCRETE SHALL MEET 3,000 PSI IN 28-DAY REQUIREMENT.
 3. CONCRETE SHALL BE CLASS 3, OR BETTER, PER SECTION 90-10, STANDARD SPECIFICATIONS, CALIFORNIA DEPARTMENT OF TRANSPORTATION.
 4. WORK SHALL BE IN ACCORDANCE WITH SECTION 73, CONCRETE CURBS AND SIDEWALKS, STANDARD SPECIFICATIONS, CALIFORNIA DEPARTMENT OF TRANSPORTATION.
 5. CLASS 2 AGGREGATE BASE, 1 1/2" DIAMETER, 6" DEPTH, RELATIVE COMPACTION AT 95%.
 6. ALL CONCRETE SURFACES WHICH HAVE BEEN MARKED OR DEFACED WILL NOT BE ACCEPTED.
 7. SURFACES SHALL BE BROOM FINISHED, BROOM SURFACE TRANSVERSELY TO LINE OF TRAFFIC. ADD WATER TO SURFACE AS NEEDED OF TRAFFIC.
 8. EXPANSION JOINT / SCORELINE - SEE DETAIL S-104.
 9. CURB, GUTTER, SIDEWALK AND DRIVEWAY REMOVAL SHALL BE AT SCORE LINES. LIMITS OF REMOVAL DETERMINED BY CITY INSPECTOR.

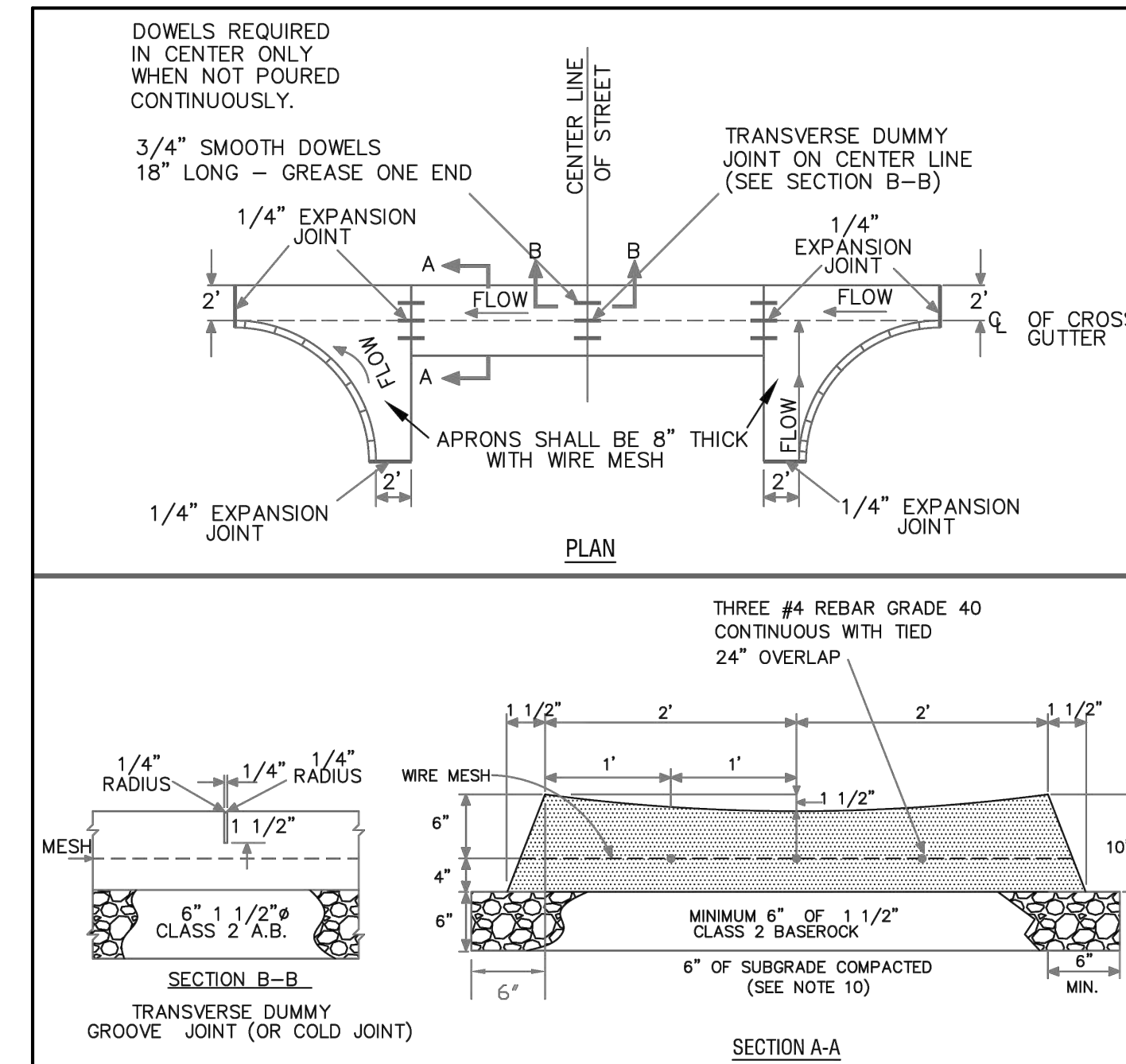
PUBLIC WORKS DEPARTMENT
Drawing File No. S-101
APPROVED: _____
TIMOTHY P. O'HALLORAN, CITY ENGINEER - RCE NO. 49501

STANDARD DRAWING FOR NEW CURB, GUTTER & SIDEWALK
CITY COUNCIL RESOLUTION NO. _____

2 COMBINATION CURB AND GUTTER
NOT TO SCALE



3 VERTICAL CURB AND ROLLED CURB
NOT TO SCALE

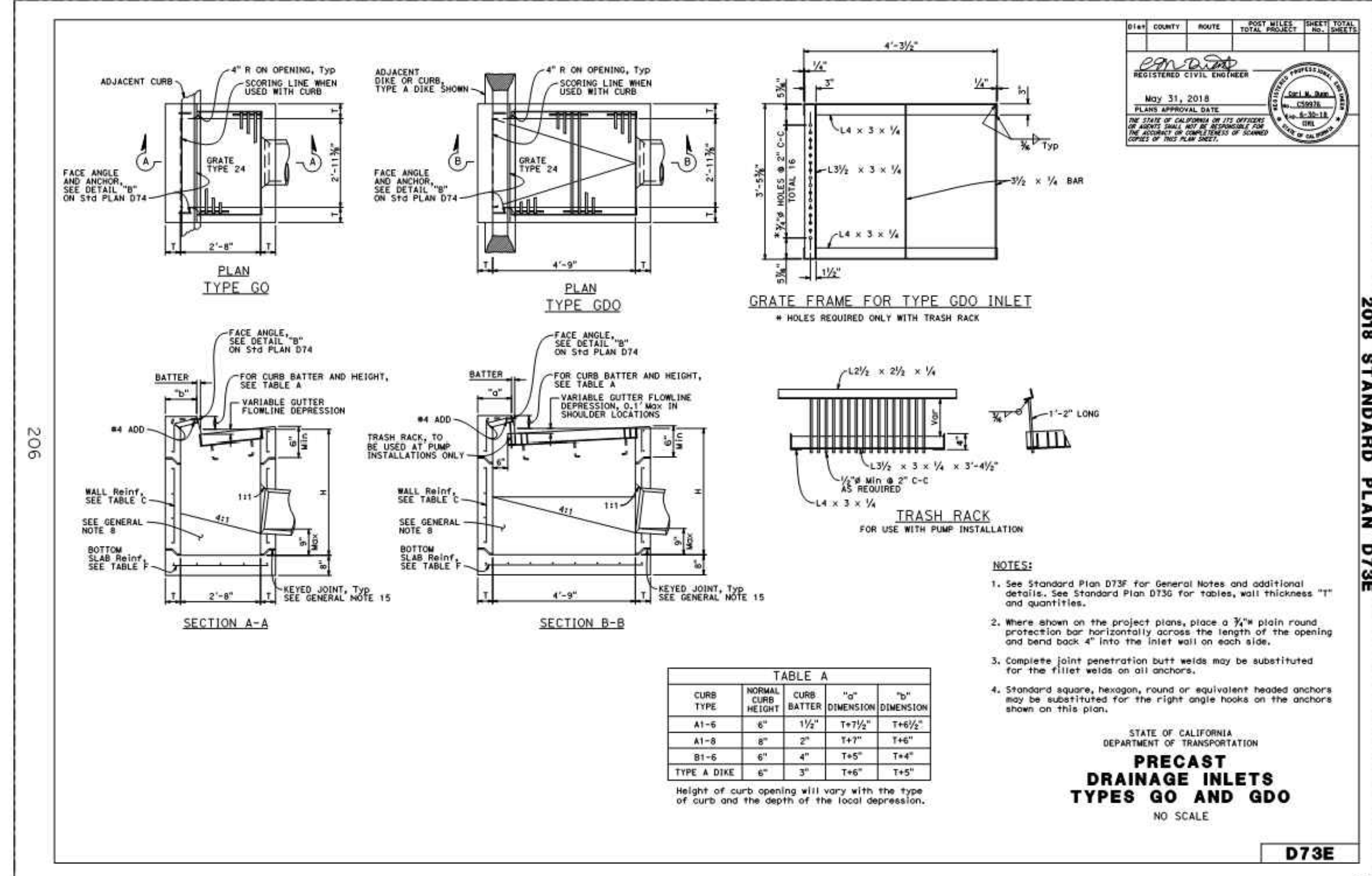


- NOTES:**
1. UNLESS OTHERWISE SPECIFIED, CROSS GUTTER CONSTRUCTION SHALL ADHERE TO REQUIREMENTS OF SECTION 73 OF THE STANDARD SPECIFICATIONS, CALIFORNIA DEPARTMENT OF TRANSPORTATION.
 2. PAVEMENT SLOPES OF LESS THAN 2% SHALL REQUIRE A CONCRETE VALLEY GUTTER IN PUBLIC AND PRIVATE AREAS.
 3. WIRE MESH SHALL BE 6"x6" SQUARES NO. 10 X NO. 10 ELECTRICALLY WELDED WIRE PER A.S.T.M. DESIGNATION A185-53-T.
 4. THREE #4 REBARS GRADE 40 CONTINUOUS WITH TIED 24" OVERLAP.
 5. WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED AT 20' INTERVALS AT RIGHT ANGLES TO THE FLOWLINE.
 6. DOWELS REQUIRED ONLY WHEN GUTTER IS POURED IN PHASES. DOWELS ARE 3/4" SMOOTH, 18" LONG. GREASE ONE END.
 7. GUTTER SHALL BE POURED MONOLITHICALLY UNLESS OTHERWISE APPROVED BY CITY INSPECTOR.
 8. IF DIRECTIONAL FLOW OF CROSS GUTTER IS OPPOSITE TO THAT SHOWN, THE DETAIL OF FLOW AT EACH CURB WILL BE THAT OF THE OPPOSITE RETURN ON THE LINE OF THE CROSS GUTTER.
 9. CONCRETE SHALL BE 3,000 PSI COMPRESSIVE STRENGTH IN 28-DAYS (MINIMUM), OR MEET REQUIREMENTS OF SECTION 90-10 OF THE STANDARD SPECIFICATIONS, CALIFORNIA DEPARTMENT OF TRANSPORTATION, WHICHEVER IS MORE STRINGENT.
 10. BASEROCK TO BE CLASS 2, 1/2" COMPACTED TO 95% RELATIVE COMPACTION AT OPTIMUM MOISTURE CONTENT.
 11. NATIVE SUBGRADE TO BE COMPACTED TO 90% RELATIVE COMPACTION AT OPTIMUM MOISTURE CONTENT.

PUBLIC WORKS DEPARTMENT
Drawing File No. S-106
APPROVED: _____
TIMOTHY P. O'HALLORAN, CITY ENGINEER - RCE NO. 49501

STANDARD DRAWING FOR CONCRETE CROSS GUTTER
CITY COUNCIL RESOLUTION NO. _____

4 VALLEY GUTTER
NOT TO SCALE

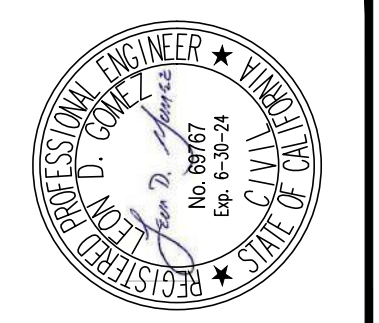


5 TYPE "GO" CATCH BASIN
NOT TO SCALE



REVISIONS	NO.	DATE	INITIAL	DESCRIPTION
	1	11/1/22	CM	REVISION TO DETAIL 1

Harris & Associates
450 Lincoln Avenue, suite 103, Salinas, CA 93901
p. 831.233.9242
WeAreHarris.com



CITY OF SAND CITY
ADDRESS 1 PENDERGRASS WAY, SAND CITY, CA 93955
PROJECT TITLE WEST BAY ST. COASTAL ACCESS REPAIR PROJECT
SHEET DESCRIPTION PRECAST DRAINAGE INLETS TYPES GO AND GDO CONSTRUCTION DETAILS

DESIGNED BY:
DATE: 11/1/22
SCALE:
PROJECT NO. 1200673001
DRAWING NO. C7.0
SHEET 9 OF 15

BID SET

Class II Aggregate Base Material – 4” Agg Base New Pavement Section (Bid Item No. 8)

The Contract unit price per cubic yard for “Class II Aggregate Base Material – Agg Base New Pavement Section” shall be considered full compensation for all labor, materials, tools, equipment, transportation, and incidentals to do all the work involved as specified in these Special Provisions, as shown in the Plans, and as directed by the Engineer and no additional compensation will be allowed therefore. All Class II Aggregate Base shall comply with the requirements and installation procedures outlined in Section 26 “Aggregate Bases” of the Standard Specifications and these Special Provisions. Class II Aggregate Base Material sections varies in depth with 4 inches max depth for all proposed locations of New Pavement as shown in the project plans.

Demo and Offhaul Existing Roadway (AC and AB) (Bid Item No. 9)

The Contract unit price per cubic yard for “Demo and OffHaul Existing Roadway (AC and AB)” shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals, and for doing all the work including excavation, grinding, removal, and disposal of materials such as fabric and road mesh, grading and compaction, complete in place as specified in these Special Provisions, as shown on the Plans and as directed by the Engineer and no additional compensation will be allowed therefor. “Demo and OffHaul Existing Roadway (AC and AB)” includes the removal of existing asphalt and existing aggregate base for all areas identified in the plans. Refer to construction details in project plans for grind and removal locations. Depths of existing asphalt and existing pavement vary and will be determined in the field by the engineer. This item is revocable if not used and Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply to this bid item. Prior to digging, the contractor shall call 811 and pothole to determining exact utility horizontal locations and depths.

Remove Concrete (Bid Item No. 10)

The contract price paid per square foot for “Remove Concrete” is **Final Pay** and shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing all of the work involved for removal and disposal of existing concrete curb, gutter, sidewalk, driveway, valley gutter and other concrete features as detailed in the Standard Specifications, these Special Provisions, and the plans. Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply to this bid item. Prior to digging, the contractor shall call 811 and pothole to determining exact utility horizontal locations and depths.

Minor Concrete-Curb and Gutter (Bid Item No. 11)

The contract price paid per linear foot for curb and gutter concrete improvements under “Minor Concrete (Curb and Gutter)” is **Final Pay** and shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing all work involved as detailed in the Standard Specifications, these Special Provisions, and the plans and typical sections. The price for Minor Concrete (Curb and Gutter) bid item includes subgrade quantity and preparation, furnishing, placing and compaction of aggregate base, all costs associated with incidental work such as construction staking, the cost of restoring adjacent pavement and backfilling the adjacent area with native material shall be included in the unit cost of the work and no additional compensation will be allowed therefor. Hot Mix Asphalt used for the HMA plug adjacent to concrete curbs is paid as part of the respective bid item and no additional compensation will be allowed therefor. Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply.

Minor Concrete-Vertical Curb (Bid Item No. 12)

The contract price paid per linear foot for curb and gutter concrete improvements under “Minor Concrete-Vertical Curb” is **Final Pay** and shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing all work involved as detailed in the Standard Specifications, these Special Provisions, and the plans and typical sections. The Vertical Curb shall be constructed per Caltrans Standard Plan A87A Type A1-6. The price for Minor Concrete (Vertical Curb) bid item includes subgrade quantity and preparation, furnishing, placing and compaction of aggregate base, all costs associated with incidental work such as construction staking, the cost of restoring adjacent pavement and backfilling the adjacent area with native material shall be included in the unit cost of the work and no additional compensation will be allowed therefor. Hot Mix Asphalt used for the HMA plug adjacent to concrete curbs is paid as part of the respective bid item and no additional compensation will be allowed therefor. Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply.

Layout and placement of temporary tabs will be included in the unit price bid for each striping detail and no additional compensation will be allowed therefor. Measurement and payment for traffic striping, characters, arrows, pavement markers, raised pavement markers and reflective pavement markers shall be paid on a unit cost basis as identified in the Bid Schedule. Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved with placing thermoplastic or and markings, including pavement markers, as specified in these Special Provisions, as shown on the plans and as directed by the Engineer, shall be considered as included in the contract lineal foot price for Thermoplastic of the various kinds identified in the Bid Schedule, and the contract square unit price for Thermoplastic or Painted Markings, as identified in the Bid Schedule, and no additional compensation will be allowed.

Excavation and Off haul (Bid Item No. 33)

The Contract unit price per cubic yard for **“Excavation and Off-haul”** is **Final Pay** and shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals, and for doing all the work including excavation, grinding, removal, disposal, off-haul material, grading and compaction, complete in place as specified in these Special Provisions, as shown on the Plans and as directed by the Engineer and no additional compensation will be allowed therefor. The volume includes the excavation quantity required to install the MC 3500 underground chambers. The volume also includes the excavation quantity to install the new storm drain pipes and catch basin. This item is revocable if not used and Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply to this bid item. Prior to digging, the contractor shall call 811 and pothole as first order of business in order to determine exact utility horizontal locations and depths.

Removal and Replacement Fence (Bid Item No. 34)

The Contract Price Paid per linear foot for **“Removal and Replacement of Fence”** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved with removing and replacing the metal fence as specified in these Special Provisions, as shown on the plans and as directed by the Engineer, and no additional compensation will be allowed. Contractor must coordinate fence removal and replacement with the Engineer.

Removal and Replacement of Outdoor Pet Station (Bid Item No. 35)

The Contract Price Paid per each for **“Removal and Replacement of Outdoor Pet Station”** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved with removing and replacing the outdoor pet station as specified in these Special Provisions, as shown on the plans and as directed by the Engineer, and no additional compensation will be allowed. Contractor must coordinate outdoor pet station removal and replacement with the Engineer. Engineer shall dictate location of Outdoor Pet Station.

Removal of Bike Post (Bid Item No. 36)

The Contract Price Paid per each for **“Removal of Bike Post”** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved with removing the Bike Post as specified in these Special Provisions, as shown on the plans and as directed by the Engineer, and no additional compensation will be allowed. Contractor must coordinate bike post removal with the Engineer and shall salvage and save the bike post per direction from the City.

Installation of Bike Rack (Bid Item No. 37)

The Contract Price Paid per each for **“Installation of Bike Rack”** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved with removing and replacing the bike rack as specified in these Special Provisions, as shown on the plans and as directed by the Engineer, and no additional compensation will be allowed.

Stabilized Access – 12” Rock (Bid Item No.38)

The contract unit price per cubic yard for **“Stabilized Access – 12” Rock”** shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidents, and for doing all the work including grading and complete in place as specified in these Special Provisions, as shown on the Plans and as directed by the Engineer and no additional compensation will be allowed therefor.

The contractor shall supply weight tags to the Engineer on a daily basis. Quantities of 12” base rock will be determined and approved by the Engineer by using the tags. Base rock weight tags shall contain the project name and indicate cubic yardage.

and evidence of insurance that conforms to the contract within fifteen (15) calendar days after written notice that a contract has been awarded to him.

The Contractor shall maintain the performance bond in full force and effect during the guarantee period for the purpose of insuring that said repairs or replacements will be made, or may, at the Contractor's option, replace said performance bond for a similar bond in the amount of twenty percent (20%) of the total contract amount, including adjustments, or the original performance bond, whichever is greater.

TIME LIMITS

Within fifteen (15) calendar days after written notice that a contract has been awarded (Notice of Award), the Contractor shall submit two (2) signed original contracts, required bonds or alternative security, evidence of insurance that conforms to the contract, and City of Sand City Business License or evidence of application for said license.

A Notice to Proceed will be issued upon receipt of the foregoing documents. The Contractor shall begin work within fourteen (14) calendar days after the effective date of the Notice to Proceed.

The Contractor shall diligently prosecute the contract to completion on or before the expiration of **80 calendar days** from the effective date of the Notice to Proceed.

LICENSES AND PERMITS

Prior to the execution of any contractual agreements, the successful Bidder shall obtain a City of Sand City Business License, and all applicable permits (except Coastal Zone Conservation permits) for construction.

City permits shall be issued at no charge.

Contractor shall be required to obtain and hold a Public Works Permit (Encroachment Permit) and/or Building Permit from the Building Permit and Inspection Division. Contractor shall provide a copy of the completed permit(s) to the Engineering Division no later than three (3) days prior to the start of construction. The permit application fee(s) shall be waived. Where applicable, the City shall submit permit applications.

Any work within property belonging to the State of California Department of Parks and Recreation shall be in accordance with the executed Right of Entry permit between the State of California Department of Parks and Recreation and the City of Sand City. Contractor shall obtain a copy of the executed ROE permit on site at all times during the course of construction.

SITE INSPECTION

It shall be the Contractor's responsibility to inspect the site and become thoroughly familiar with all aspects of the work to be done.

The submission of a bid shall be conclusive evidence that the Bidder has investigated the site and is thoroughly satisfied as to the conditions to be encountered, as to the character, quality, and scope of the work to be performed; the quantity of materials to be furnished; and as to all the requirements of these specifications.

It shall be the Contractor's responsibility to be aware of surface and subsurface drainage conditions that may exist at the site. The Contractor is further responsible for work necessary to rectify any resulting drainage problems; labor, materials, equipment, and incidentals necessary to achieve the solution shall be borne by the Contractor.

SUBMITTALS

The review of submittals and approval thereof by the City does not relieve the Contractor from compliance with the requirements and intentions of the plans and specifications to which the submittals pertain.

Filler material used in bituminous adhesive shall be Type PC, Grade III, calcium carbonate conforming to ASTM D1199, and shall conform to the following gradation:

Sieve Size	Percent Passing
No. 100	100
No. 200	95
No. 325	75

Bituminous adhesive shall be heated indirectly in an applicator with continuous agitation or recirculation. Bituminous adhesive shall not be heated above the maximum safe heating temperature recommended by the manufacturer and shall not be applied at temperatures greater than 425°F. nor less than 375°F.

Immediately after application of the adhesive, pavement markers shall be placed in position and pressure applied until firm contact is made with the pavement.

Placement of pavement markers using bituminous adhesive shall conform to the requirements of Section 81-3.03B, "Hot Melt Bituminous Adhesive" of the Standard Specifications except blast cleaning shall be required.

The adjustment provisions in Section 9-1.06B of the Standard Specifications shall not apply.

17. STABILIZED ACCESS – 12" ROCK

General

1.01 SECTION INCLUDES

- A. Specifications for constructing a stabilized access using 12"/200lb sized rock.

Products

1.02 GEOTEXTILE FABRIC

- A. Conform to the requirements of Section 02071.

1.03 STABILIZED ACCESS

- A. Method B placement: Comply with the rock grading shown in the following table:

Rock Size	Class, Percentage Larger ^(a)							
	1 T	1/2 T	1/4 T	Light	Facing	No. 1	No. 2	No. 3
2 ton	0-5	--	--	--	--	--	--	--
1 ton	50-100	0-5	--	--	--	--	--	--
1/2 ton	--	50-100	0-5	--	--	--	--	--
1/4 ton	95-100	--	50-100	0-5	--	--	--	--
200 lb	--	95-100	--	50-100	0-5	0-5	--	--
75 lb	--	--	95-100	--	50-100	50-100	0-5	--
25 lb	--	--	--	95-100	90-100	90-100	25-75	0-5
5 lb	--	--	--	--	--	--	90-100	25-75
1 lb	--	--	--	--	--	--	--	90-100

^(a) For any class, the percentage of rock smaller than the smallest rock size must be determined on the basis of weight. For all other rock sizes within a class, the percentage must be determined on the basis of the ratio of the number of individual rocks larger than the smallest size shown for that class compared to the total number of rocks.

- B. Rock must comply with the material properties shown in the following table:

Test	California Test No.	Specification
Apparent Specific Gravity	206	2.5 minimum
Absorption	206	4.2% maximum ^(a)
Durability Index	229	52 minimum ^(b)
Notes: DAR is defined as the durability absorption ratio. $DAR = \text{course durability index} / (\% \text{ absorption} + 1)$ ^(a) If the DAR is greater than 10, the absorption may exceed 4.2 % ^(b) If the DAR is greater than 24, the durability index may be less than 52		

- C. Rock found on site and indicated to be demolished or removed or rock found through excavation may be used provided it meets the above criteria.
- D. Select rock such that shapes provide a stable structure of the required section. When the slope is steeper than 2:1, do not use rounded boulders and cobbles. Flat or needle shaped rock must not be used unless.

Execution

1.04 GENERAL

- A. Where placement of fabric is required, place the fabric before placing specified rock.
- B. Before placing the fabric, the slope surface must be free of loose or extraneous material and sharp objects that may damage the fabric.
- C. Handle and place fabric in compliance with the manufacturer's recommendations. Place the fabric loosely on the slope such that the fabric conforms to the surface without damage when the cover material is placed.
- D. Join edges of the fabric with either overlapped joints or stitched seams.
- E. If the fabric is joined with overlapped joints, adjacent borders of the fabric must be overlapped by at least 24 inches. Overlap in the same direction that the cover material is placed.
- F. If the fabric is joined by stitched seams, stitch with contrasting colored yarn. Use the size and composition of yarn that is recommended by the fabric manufacturer. Use 5 to 7 stitches per inch of seam. The strength of a stitched seam must be the same as that specified for the fabric, except if the stitched seams are oriented up and down a slope, the strength may be reduced to a value that it is at least 80 percent of that specified for the fabric.
- G. Do not operate equipment or drive vehicles directly on the fabric.
- H. If the fabric is damaged and the Engineer determines that it cannot be repaired, replace the fabric.
- I. If the Engineer determines that the fabric can be repaired, then repair by covering the damaged area with new fabric. If the repair is made using overlapped joints, the overlap must be at least 3 feet.

1.05 STABILIZED ACCESS

- A. Excavate the footing trench along the toe of the slope.
- B. Local surface irregularities of the rock slope protection must not vary from the planned slope by more than 1 foot as measured at right angles to the slope.
- C. At the completion of stabilized access work, fill voids in the footing trench with excavated material. Compaction is not required.
- D. Placement Method B

1. Rocks may be placed by dumping and may be spread in layers by bulldozers or other suitable equipment.
 2. Place rocks such that:
 - a. There is a minimum of voids
- E. Geotextile Fabric:
1. Provide geotextile fabric for rock slope protection as follows:
 - a. Rock 1 Ton and Smaller: 7.5 oz/sy
 - b. Rock Larger than 1 Ton: 9.5 oz/sy

LANDSCAPE SPECIFICATIONS

SECTION 10-1 LANDSCAPE BOULDERS

10 – 1.10 DESCRIPTION OF WORK - Extent: The extent of work in this Section includes, but is not limited to, the provision of labor for placement of existing landscape boulders.

10 – 1.20 SUBMITTALS - Contractor shall identify existing landscape boulders and approximate sizes for reuse on the project.

10 – 1.30 REVIEWS - Contractor shall layout all landscape boulder locations for review by the Engineer prior to placement.

10 – 1.40 LANDSCAPE BOULDERS - Landscape boulders onsite are gold granite boulders within the following dimensions (height, width, length) limitations:

Minimum 36" x 24" x 36" – 65%
Maximum 60" x 36" x 60" – 35%

10 – 1.50 INSTALLATION - Grading: Grade to the design configuration as shown on the Plans.

Excavate the soil as required for placement as shown on the Plans.

Place the landscape boulders approximately as shown on the Plans. Contractor shall allow for field adjustment by Engineer, Engineer shall be present onsite during placement. Provide 48 hours notice before placement.

10- 1.60 WASTE REMOVAL- All waste as a result of landscape boulder installation shall be removed from the site and disposed of legally. Clean the boulders thoroughly.

10 – 1.70 MEASUREMENT AND PAYMENT - The unit price paid for Landscape Boulders will be considered full compensation for furnishing all labor and incidentals and for all work involved as specified in this Section and as shown on the Plans.

SECTION 10-2 SITE FURNISHINGS

10 -2.10 DESCRIPTION OF WORK - Work in this Section is as shown on the Plans and includes, but is not limited to, furnishing all material, equipment, labor, and incidentals for the installation of the following items, including foundations and footings: Bench
Interpretive Sign

10-2.20 RELATED WORK- SITE CONCRETE

WEST BAY STREET COASTAL ACCESS REPAIR PROJECT

**CITY OF SAND CITY
PROPOSAL AND BID SCHEDULES**

To the Honorable City Council
City of Sand City
City Hall
Sand City, California

The undersigned declares to have carefully examined the location of the proposed work, that the Plans and Specifications as set forth herein have been examined, and hereby proposes to furnish all materials and equipment and do all the work required to complete the said work in accordance with said Plans and Specifications for the lump sums and unit prices set forth in the following schedule:

BASE BID SCHEDULE

Item No.	Item Description	Unit	Estimate d Quantity	Unit Cost	Amount
1	Mobilization	LS	1		
2	Traffic Control System	LS	1		
3	Water Pollution Control Plan	LS	1		
4	CPM Schedule	LS	1		
5	Excavation Safety (Temporary Sheeting, Shoring, and Bracing)	LS	1		
6	Clearing and Grubbing	LS	1		
7	Hot Mix Asphalt (Type A)-2" Overlay	TON	32		
8	Class II Aggregate Base Material-4" Agg Base New Pavement Section	CY	32		
9	Demo and OffHaul Existing Roadway (AC and AB)	CY	49		
10	Remove Concrete (Final Pay)	SF	309		
11	Minor Concrete (Curb and Gutter)- (Final Pay)	LF	10		
12	Minor Concrete (Type A1-6 Vertical Curb per Caltrans Standard Plan A87A) -(Final Pay)	LF	116		
13	Minor Concrete (Sidewalk)-(Final Pay)	SF	30		
14	Minor Concrete (Type D-6 Rolled Curb per Caltrans Standard Plan A87A)-(Final Pay)	LF	15		
15	Minor Concrete - Valley Gutter-(Final Pay)	SF	130		
16	Minor Concrete - (Type GO Gutter Depression per Caltrans Standard Plan D73A)-(Final Pay)	SF	68		
17	Adjust Monument Cover to Grade	EA	2		
18	Adjust Sanitary Sewer Manhole Cover to Grade (SSMH)	EA	2		
19	Adjust Water Valve Cover to Grade (WV)	EA	2		
20	Adjust Utility Vault Cover to Grade	EA	1		
21	Adjust Monitoring Well Cover to Grade	EA	1		
22	Remove Existing Storm Drain Catch Basin	EA	1		
23	Remove Existing Storm Water Infiltration System	EA	1		
24	Construct Storm Drain Inlet, Type GO (Depth of 5')	EA	1		
25	Construct 15-Inch RCP Storm Drain Pipe	LF	15		
26	Construct 30" ADS Nyoplast Drain Basin	EA	1		

Item No.	Item Description	Unit	Estimated Quantity	Unit Cost	Amount
27	Construct 24-Inch HDPE Storm Drain Pipe	LF	5		
28	Construct ADS MC 3500 Underground Chambers	LS	1		
29	Connect New Storm Drain Pipe to Existing Manhole	EA	1		
30	Pavement Marking (White)	SF	85		
31	Curb Markings (Red with White Text)	SF	157		
32	Thermoplastic Traffic Stripe - Detail 43 per CA MUTCD Chapter 3	LF	358		
33	Excavation and Offhaul (Final Pay)	CY	49		
34	Removal and Replacement of Fence	LF	45		
35	Removal and Replacement of Outdoor Pet Station	EA	1		
36	Removal of Bike Post	EA	1		
37	Installation of Bike Rack	EA	1		
38	Stabilized Access - 12" Rock	CY	37		
39	Clearing and Grubbing (Landscape Plans)	SF	1020		
40	Demo and Removal of Existing Pad	SF	420		
41	4" Concrete Paving	SF	420		
42	Thickened Edge	LF	80		
43	Wood Boardwalk	SF	190		
44	Decorative Paving Element	LS	1		
45	Post and Cable Barrier	LF	750		
46	Not Used				
47	Not Used				
48	Boulders	EA	17		
49	Interpretive Signs	EA	1		
50	Bench	EA	2		

Total Base Bid Amount \$ _____

Total Base Bid Amount in Words: _____

BASIS OF AWARD

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Total Base Bid Schedule (items 1 through 50).

RIGHT OF ENTRY PERMIT

Agency: Department of Parks and Recreation

Project: Monterey District, Monterey State Beach
Coastal Access Repair Project
West Bay Street, City of Sand City, CA

This Right of Entry Permit (Permit) is made and entered into this 1st day of May, 2022 between the State of California, acting by and through its Department of Parks and Recreation, hereinafter called State, and the City of Sand City, a municipal corporation, hereinafter called Permittee; State and Permittee may hereinafter be referred to as a Party, or collectively the Parties.

RECITALS

- **Whereas**, the State owns, operates and maintains the State Park known as Monterey State Beach, in the County of Monterey, State of California; and
- **Whereas**, Permittee has applied to State for permission to access Monterey State Beach for purposes of carrying out Permittee's Coastal Access Repair Project on West Bay Street (the Project); and
- **Whereas**, the State desires to accommodate Permittee's application for permission to enter Monterey State Beach for purposes of the Project, as provided herein and as, and to the extent, such Project may be ultimately described, permitted, approved and conditioned by Permittee's environmental document entitled Notice of Exemption, West Bay Street Coastal Access Repair Project, City of Sand City, filed February 1, 2022, with the Monterey County Clerk, document number 2022-0016, the Environmental Document and herein incorporated by reference, and as may be conditioned by any other regulatory agency having jurisdiction, if applicable.

TERMS AND CONDITIONS

Now therefore, the State by this Permit hereby grants to the Permittee permission to enter upon State's property, conditioned upon the agreement of the Parties that this Permit does not create or vest in Permittee any interest in the real property herein described or depicted, that the Permit is revocable and non-transferable, and that the Permit is further subject to the following terms and conditions:

1. **Project Description:** By this Permit, the State hereby grants to the Permittee permission to enter onto those lands depicted and/or described on **Exhibit A** (the Property), attached hereto and herein incorporated by this reference, solely for the purpose of completing the Coastal Access Repair Project on West Bay Street. The project is the repair of an existing concrete observation platform and amenities, wood boardwalks, asphalt pavement, posts, signs, a storm water infiltration system that were damaged during previous winter storms.
2. **Permit Subject to Laws and Regulatory Agency Permits:** This Permit is expressly conditioned upon Permittee's obtaining any and all regulatory permits or approvals required by the relevant regulatory agencies for the Project and Permittee's use of the Property, and upon Permittee's compliance with all applicable municipal, state and federal laws, rules and regulations, including all State Park regulations. Permittee shall, at Permittee's sole cost and expense, comply with the Project Description, and requirements and mitigations contained in the Environmental Document.

Prior to commencement of any work, Permittee shall obtain all such legally required permits or approvals and submit to the State full and complete copies of all permits and approvals, including documentation related to or referenced in such permits and approvals, along with the corresponding agency contact and telephone numbers, and related California Environmental Quality Act (CEQA) and/or National Environmental Policy Act (NEPA) documentation as applicable.
3. **Term of Permit:** This Permit shall only be for the period beginning on May 1, 2022 and ending on May 1, 2023 or as may be reasonably extended by written mutual agreement of the Parties.
4. **Consideration:** N/A
5. **Permit Subject to Existing Claims:** This Permit is subject to existing contracts, permits, licenses, encumbrances and claims which may affect the Property.

6. **Waiver of Claims and Indemnity:** Permittee waives all claims against State, its officers, agents and/or employees, for loss, injury, death or damage caused by, arising out of, or in any way connected with the condition or use of the Property, the issuance, exercise, use or implementation of this Permit, and/or the rights herein granted. Permittee further agrees to protect, save, hold harmless, indemnify and defend State, its officers, agents and/or employees from any and all loss, damage, claims, demands, costs and liability which may be suffered or incurred by State, its officers, agents and/or employees from any cause whatsoever, arising out of, or in any way connected with this Permit, exercise by Permittee of the rights herein granted, Permittee's use of the Property and/or the Project for which this Permit is granted, except those arising out of the sole active negligence or willful misconduct of State. Permittee will further cause such indemnification and waiver of claims in favor of State to be inserted in each contract that Permittee executes for the provision of services in connection with the Project for which this Permit is granted.
7. **Contractors:** Permittee shall incorporate the terms, conditions and requirements contained herein when contracting out all or any portion of the work permitted hereunder. Permittee shall be responsible for ensuring contractor/subcontractor compliance with the terms and conditions contained herein. Failure of Permittee's contractors to abide by State's terms and conditions shall constitute default by Permittee (see DEFAULT paragraph below) allowing State to terminate this Permit and seek all legal remedies.
8. **Insurance Requirements:** As a condition of this Permit and in connection with Permittee's indemnification and waiver of claims contained herein, Permittee shall maintain, and cause its contractors to maintain, a policy or policies of insurance as follows:

General Provisions Applying to All Policies

- A. **Coverage Term** – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- B. **Policy Cancellation or Termination & Notice of Non-Renewal** – Contractor is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- C. **Deductible** – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- D. **Primary Clause** – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- E. **Insurance Carrier Required Rating** – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- F. **Endorsements** – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- G. **Inadequate Insurance** – Inadequate or lack of insurance does not negate the contractor obligations under the contract.
- H. **Satisfying an SIR** - All insurance required by this contract must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
- I. **Available Coverages/Limits** - All coverage and limits available to the contractor shall also be available and applicable to the State.
- J. **Subcontractors** - In the case of Contractor utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor and insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

COMMERCIAL GENERAL LIABILITY:

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, and liability assumed under an insured contract. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000. **The State of California, its officers, agents, and employees are to be covered as additional insureds with respect to liability arising out of work or operations.**

AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability Insurance covering all owned, non-owned, and hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. **The State of California, its officers, agents, and employees are to be covered as additional insureds with respect to liability arising out of work or operations.**

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

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. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State of California.**

- 9. **Reservation of Rights:** State reserves the right to use the Property in any manner, provided such use does not unreasonably interfere with Permittee's rights herein.
- 10. **Access Limits and Conditions:** Access to the Property shall be limited to the access designated by State.
- 11. **Notice of Work:** Any required notices to State shall be sent to the State authorities in charge of Monterey State Beach named below. At least forty-eight (48) hours prior to any entry upon the Property for any of the purposes hereinabove set forth, Permittee shall provide the State contact[s] named below with written notice of Permittee's intent to enter the Property. Permittee shall also notify the State contact[s] listed below in writing at least **Error! Bookmark not defined.** forty-eight (48) hours prior to any change in the Project schedule or cessation or completion of work. Should State personnel need to contact Permittee, State shall notify Permittee's contact person listed below:

STATE:

Contact: Brent C. Marshall, District Superintendent
District: Monterey District
Address: 2211 Garden Road
Monterey, CA 93940
Telephone: 831-649-2836

PERMITTEE'S CONTACT:

Contact: Leon D. Gomez, City Engineer
Harris & Associates
Address: 450 Lincoln Ave, Suite 103
Salinas, CA 93901
Telephone: 831-272-4909

- 12. **Limits of Work:** In no event shall this Permit authorize work in excess or contrary to the terms and conditions of any regulatory agency permit or approval. Under no circumstances, whether or not authorized by any regulatory agency, other permit or any person or entity other than State, shall work exceed that which is authorized by this Permit.
- 13. **Public Safety:** Permittee shall erect orange plastic temporary construction fencing and appropriate signage prior to commencement of work to prevent public access to the construction zone. Permittee shall remove such fencing within two (2) days after the completion of work. Permittee shall take, and shall cause its contractors or subcontractors to take, any and all necessary and reasonable steps to protect the public from harm in connection with the Project or implementation of this Permit.
- 14. **Compliance with Project Requirements, Monitoring and Mitigation Measures (if applicable):** Resource monitoring and mitigation measures identified by Senior Environmental Scientist, Amy Palkovic, shall be completed in accordance with and to the satisfaction of the District Superintendent or designee.

Project Conditions: Permittee shall provide a written work schedule to the State for all work activities within Monterey State Beach, and shall invite State Parks representative to any preconstruction or onsite planning meetings.

In order to comply with the Federal Endangered Species Act, it will be necessary to avoid "take" of the western snowy plover, which breeds and overwinters at Monterey State Beach. Snowy plovers are most susceptible to human disturbance during their breeding season, which extends from March 1st through late September. Work activities on the beach should be scheduled to take place

between late September and February 28th. Activities that occur on the beach between March 1st and late September will require an onsite qualified biological monitor. The biological monitor will be pre-approved by State Parks. The biological monitor will have the authority to stop work in order to avoid impacts to western snowy plovers

Permittee's activities conducted under this Permit shall comply with all State and Federal environmental laws, including, but not limited to, the Endangered Species Act, CEQA, and Section 5024 of the Public Resources Code.

Any of Permittee's archaeological consultants working within the boundaries of the Property shall submit a DPR 412A permit application to the District cultural resource specialist for approval prior to commencing any archaeological or cultural investigations of the Property.

Permittee shall immediately advise State's contact person if any new site conditions are found during the course of permitted work. State will advise Permittee if any new historical resources (including archaeological sites), special status species, threatened/endangered species protocols, or other resource issues are identified within the Project site. Permittee shall abide by District Superintendent or designee's instructions to protect the resource(s) during the permitted work or risk revocation of the Permit.

Permittee shall make all excavation activities on the Property available to the State archaeologist for observation and monitoring. During excavation, the State archaeological monitor may observe and report to the State on all excavation activities. State archaeological monitor shall be empowered to stop any construction activities as necessary to protect significant cultural resources from being disturbed.

In the event that previously unknown cultural resources, including, but not limited to, dark soil containing shell, bone, flaked stone, groundstone, or deposits of historic trash are encountered during Project construction by anyone, work will be suspended at that specific location, and the Permittee's work will be redirected to other tasks, until a State archaeologist or professionally qualified designee has evaluated the find and implemented appropriate treatment measures and disposition of artifacts, as appropriate, in compliance with all applicable laws and department resource directives.

If human remains are discovered during the Project, work will be immediately suspended at that specific location and the District Superintendent or designee shall be notified by Permittee. The specific protocol, guidelines and channels of communication outlined by the California Native American Heritage Commission (NAHC), and/or contained in Health and Safety Code Section 7050.5 and Public Resources Code Sections 5097.9 et seq., will be followed. Those statutes will guide the potential Native American involvement in the event of discovery of human remains.

If resource monitoring is required to be performed by State staff, the Permittee shall provide a written work schedule to the State at least 48 hours in advance of the work. Permittee shall provide reasonable advance notice of and invite the District Superintendent or designee to any preconstruction meetings with the prime contractor or subcontractors.

- 15. Restoration of Property:** Permittee shall complete the restoration, repair, and revegetation of the Property in consultation with, and to the satisfaction of, the State Environmental Scientist within one (1) year after completion of the Project or the expiration or termination of this Permit, whichever comes first. This obligation shall survive the expiration or termination of this Permit.
- 16. Performance Bond:** N/A
- 17. Right to Halt Work:** The State reserves the right to halt work and demand mitigation measures at any time, with or without prior notice to Permittee, in the event the State determines that any provision contained herein has been violated, or in the event that cessation of work is necessary to prevent, avoid, mitigate or remediate any threat to the health and safety of the public or state park personnel, or to the natural or cultural resources of the state park.
- 18. Use Restrictions:** The use of the Property by Permittee, including its guests, invitees, employees, contractors and agents, shall be restricted to the daytime hours between sunrise and sunset on a day-by-day basis, unless otherwise approved in advance in writing by State. No person shall use or occupy the Property overnight.

Activities on the Property shall be conducted only in a manner which will not interfere with the orderly operation of the state park. Permittee shall not engage in any disorderly conduct and shall not maintain, possess, store or allow any contraband on the Property. Contraband includes, but is not limited to: any illegal alcoholic beverages, drugs, firearms, explosives and weapons.

Roads and trails where motorized vehicles are normally prohibited may be used for vehicle access by Permittee, its employees, agents or contractors for patrol, maintenance or repair purposes only, and only to the extent specified by State, and shall be otherwise subject to all other conditions and/or restrictions of this Permit and any applicable laws, state park regulations and state park policies.

Permittee shall not use or allow the Property to be used, either in whole or in part, for any purpose other than as set forth in this Permit, without the prior written consent of the State.

- 19. State's Right to Enter:** At all times during the term of this Permit and any extension thereof, there shall be and is hereby expressly reserved to State and to any of its agencies, contractors, agents, employees, representatives, invitees or licensees, the right at any and all times, and any and all places, to temporarily enter upon said Property to survey, inspect, or perform any other lawful State purposes.

Permittee shall not interfere with State's right to enter.

- 20. Protection of Property:** Permittee shall protect the Property, including all improvements and all natural and cultural features thereon, at all times at Permittee's sole cost and expense, and Permittee shall strictly adhere to the following restrictions:
- (a) Permittee shall not place or dump garbage, trash or refuse anywhere upon or within the Property, except in self-contained trash receptacles that are maintained to State's satisfaction by Permittee.
 - (b) Permittee shall not commit or create, or suffer to be committed or created, any waste, hazardous condition or nuisance in, on, under, above or adjacent to the Property.
 - (c) Permittee shall not cut, prune or remove any vegetation upon the Property, except as identified in the Project description and herein permitted or subsequently approved in writing by the District Superintendent.
 - (d) Permittee shall not disturb, move or remove any rocks or boulders upon the Property, except as identified in the Project description and herein permitted or subsequently approved in writing by the District Superintendent.
 - (e) Permittee shall not grade or regrade, or alter in any way, the ground surface of the Property, except as herein permitted, or subsequently approved in writing by the District Superintendent.
 - (f) Permittee shall not bait, poison, trap, hunt, pursue, catch, kill or engage in any other activity which results in the taking, maiming or injury of wildlife upon the Property, except as identified in the Project description and herein permitted or subsequently approved in writing by the District Superintendent.
 - (g) Permittee shall not use, create, store, possess or dispose of hazardous substances (as defined in the California Hazardous Substances Act) on the Property except as herein permitted, or subsequently approved in writing by the District Superintendent.
 - (h) Permittee shall exercise due diligence to protect the Property against damage or destruction by fire, vandalism and any other causes.
- 21. Default:** In the event of a default or breach by Permittee of any of the terms or conditions set forth in this Permit, State may at any time thereafter, without limiting State in the exercise of any right of remedy at law or in equity which State may have by reason of such default or breach:
- (a) Maintain this Permit in full force and effect and recover the consideration, if any, and other monetary charges as they become due, without terminating Permittee's right to use of the Property, regardless of whether Permittee has abandoned the Property; or
 - (b) Immediately terminate this Permit upon giving written notice to Permittee, whereupon Permittee shall immediately surrender possession of the Property to State and remove all of Permittee's equipment and other personal property from the Property. In such event, State shall be entitled to recover from Permittee all damages incurred or suffered by State by reason of Permittee's default, including, but not limited to, the following:
 - (i) any amount necessary to compensate State for all the detriment proximately caused by Permittee's failure to perform its obligations under this Permit, including, but not limited to, compensation for the cost of restoration, repair and revegetation of the Property,

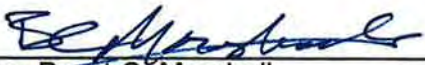
which shall be done at State's sole discretion and compensation for the detriment which in the ordinary course of events would be likely to result from the default; plus

- (ii) at State's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

22. **State's Right to Cure Permittee's Default:** At any time after Permittee is in default or in material breach of this Permit, State may, but shall not be required to, cure such default or breach at Permittee's cost. If State at any time, by reason of such default or breach, pays any sum or does any act that requires the payment of any sum, the sum paid by State shall be due immediately from Permittee to State at the time the sum is paid. The sum due from Permittee to State shall bear the maximum interest allowed by California law from the date the sum was paid by State until the date on which Permittee reimburses State.
23. **Revocation of Permit:** The State shall have the absolute right to revoke this Permit for any reason upon ten (10) days written notice to Permittee. Written notice to Permittee may be accomplished by electronic or facsimile transmission, and the notice period set forth in this paragraph shall begin on the date of the electronic or facsimile transmission, or, if sent by mail, on the date of delivery. If Permittee is in breach of the Permit or owes money to the State pursuant to this Permit, any prepaid monies paid by Permittee to State shall be held and applied by the State as an offset toward damages and/or amounts owed. Nothing stated herein shall limit the State's exercise of its legal and equitable remedies.
24. **Recovery of Legal Fees:** In any action brought to enforce or interpret any provisions of this Permit or to restrain the breach of any agreement contained herein, or for the recovery of possession of the Property, or to protect any rights given to the State against Permittee, and in any actions or proceedings under Title 11 of the United States Code, if the State shall prevail in such action on trial or appeal, the Permittee shall pay to the State such amount in attorney's fees in said action as the court shall determine to be reasonable, which shall be fixed by the court as part of the costs of said action.
25. **Voluntary Execution and Independence of Counsel:** By their respective signatures below, each Party hereto affirms that they have read and understood this Permit and have received independent counsel and advice from their attorneys with respect to the advisability of executing this Permit.
26. **Reliance on Investigations:** Permittee declares that it has made such investigation of the facts pertaining to this Permit, the Property and all the matters pertaining thereto as it deems necessary, and on that basis accepts the terms and conditions contained in this Permit. Permittee acknowledges that State has made, and makes, no representations or warranties as to the condition of the Property, and Permittee expressly agrees to accept the Property in its as-is condition for use as herein permitted.
27. **Entire Agreement:** The Parties further declare and represent that no inducement, promise or agreement not herein expressed has been made to them and this Permit contains the entire agreement of the Parties, and that the terms of this agreement are contractual and not a mere recital.
28. **Warranty of Authority:** The undersigned represents that they have the authority to, and do, bind the person or entity on whose behalf and for whom they are signing this Permit and the attendant documents provided for herein, and this Permit and said additional documents are, accordingly, binding on said person or entity.
29. **Assignment:** This Permit shall not be assigned, mortgaged, hypothecated, or transferred by Permittee, whether voluntarily or involuntarily or by operation of law, nor shall Permittee let, sublet or grant any license or permit with respect to the use and occupancy of the Property or any portion thereof, without the prior written consent of State.
30. **Choice of Law:** This Permit will be governed and construed by the laws of the State of California.

STATE OF CALIFORNIA
Department of Parks and Recreation

CITY OF SAND CITY

By: 
Name: Brent C. Marshall
Title: District Superintendent
Monterey District

By: 
Name: Vibeke Norgaard
Title: City Manager
Address: 1 Pendergrass Way
Sand City, CA 93955
Phone: (831) 394-3054, ext. 212

