



**CITY OF SEASIDE
DESIGN PROFESSIONAL SERVICE AGREEMENT
FOR CONSTRUCTION PROJECTS
SEASIDE MUNICIPAL WATER SYSTEM MASTER PLAN**

THIS AGREEMENT, is made and effective **JANUARY 19, 2023**, between the City of Seaside, a municipal corporation ("Agency") and **SCHAAF & WHEELER, A CORPORATION** ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the effective date above and shall remain and continue in effect until tasks described herein are completed, but in no event later than **JUNE 30, 2023**, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the tasks described and set forth in **Exhibit A**, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in **Exhibit A**.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. AGENCY MANAGEMENT

Agency's City Engineer shall represent Agency in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to Consultant. Agency's City Manager shall be authorized to act on Agency's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change Consultant's compensation, subject to Section 5 hereof.

5. PAYMENT

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit A**, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **EIGHTY EIGHT THOUSAND DOLLARS (\$88,000)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency City Manager and Consultant at the time Agency's written authorization is given to Consultant for the performance of said services.

(c) Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the Agency disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The Agency may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the Agency suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the Agency shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Agency. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the Agency pursuant to Section 3.

7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, Agency shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the Agency Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the Agency shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by Agency that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of Agency or its designees at reasonable times to such books and records; shall give Agency the right to examine and audit said books and records; shall permit Agency to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer discs, and reports prepared by the Contractor under this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Contractor. With respect to computer files, Contractor shall make available to City, at City's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. INDEMNITY AND DEFENSE

(a) Indemnification and Defense for Professional Services

To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Agency and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's duty to defend shall consist of reimbursement of defense costs incurred by Agency in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Consultant's percentage of fault, the parties agree to mediation with a third party neutral to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the Agency.

(b) For All Other Liabilities

Notwithstanding the foregoing and without diminishing any rights of Agency under Section 9.A, for any liability, claim, demand, allegation against Agency arising out of, related to, or pertaining to any act or omission of Consultant, but which is not a design professional service, Consultant shall defend, indemnify, and hold harmless Agency, its officials, employees, and agents ("Indemnified Parties") from and against any and all damages, costs, expenses (including reasonable attorney fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the Agency, except for the sole or active negligence of, or willful misconduct of the Agency.

10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in **Exhibit B** attached to and part of this Agreement.

11. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the Agency a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither Agency nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the Agency. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against Agency, or bind Agency in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, Agency shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for Agency. Agency shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The Agency, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the Agency in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the Agency will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this

Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of Agency, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without Agency's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the Agency Manager or unless requested by the Agency Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the Agency. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives Agency notice of such court order or subpoena.

(b) Consultant shall promptly notify Agency should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the Agency. Agency retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with Agency and to provide the opportunity to review any response to discovery requests provided by Consultant. However, Agency's right to review any such response does not imply or mean the right by Agency to control, direct, or rewrite said response.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or

(iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To Agency: City of Seaside
440 Harcourt Ave
Seaside, CA 93955
Attention: City Clerk

To Consultant: SCHAAF & WHEELER
3 QUAIL RUN CIRCLE, SUITE 101
SALINAS, CA 93907

17. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the Agency. Because of the personal nature of the services to be rendered pursuant to this Agreement, **ANDREW A. STERBENZ, P.E** shall be the Project Manager and Engineer of Record for the services described in this Agreement.

ANDREW A. STERBENZ, P.E may use assistants, under its direct supervision, to perform some of the services under this Agreement. Consultant shall provide Agency fourteen (14) days' notice prior to the departure of **ANDREW A. STERBENZ P.E** from Consultant's employ. Should he/she leave Consultant's employ, the Agency shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the Consultant.

18. **LICENSES**

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

19. GOVERNING LAW

The Agency and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the Agency.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. WORK SCHEDULED/TIME OF COMPLETION

Consultant shall complete the outlined scope of work in a timely manner within the time frame per "Section 1. Term" of this contract.

22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL


Consultant is bound by the contents of Agency's Request for Proposal, **Exhibit "C"** hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, **Exhibit "A"** hereto. In the event of conflict, the requirements of Agency's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CONSULTANT:

By:  Date: 01/11/2023
ANDREW A. STERBENZ, P.E.

City of Seaside, A Municipal Corporation

Jaime Fontes, City Manager Date: _____

Attachments: Exhibit A Scope of Work/Consultant Proposal
 Exhibit B Insurance Requirements
 Exhibit C Request for Proposal
 Exhibit D Resolution Approving On-Call List

EXHIBIT A

Schaaf & Wheeler CONSULTING CIVIL ENGINEERS

3 Quail Run Circle, Suite 101
Salinas, CA 93907
831-883-4848

December 27, 2022

City of Seaside, Public Works Department
Attn: Ms. Nisha Patel, PE
440 Harcourt Avenue
Seaside, CA 93955

Subject: Proposal for Seaside Municipal Water System Master Plan

Dear Nisha:

Schaaf & Wheeler is pleased to propose engineering services for the **Seaside Municipal Water System Master Plan**. The City's water system includes one active well, two storage tanks, a small booster pump station and approximately 800 customer connections. The service area is effectively built-out. The previous master plan was prepared in 2005. The City wishes to update the master plan and update the water system capital improvements program.

Our detailed scope of work and fee estimate are attached. We estimate that the planning effort will take four to five months to complete, depending upon the availability of City staff and access to needed system data. Our estimated fee for this project is \$88,000. Costs will be billed on a time and materials basis, with a not-to-exceed limit. Our 2023 charge rate schedule is attached.

We thank you for this opportunity to propose services for the **City of Seaside Municipal Water System Master Plan**. Should you need any further information, please contact me at (831) 883-4848 or asterbenz@swsv.com.

Sincerely,
Schaaf & Wheeler



Andrew A. Sterbenz, PE
Vice President

Project Understanding

The City of Seaside Municipal Water System serves a portion of the City, with 760 residential customers and 32 commercial customers. The system has one active water well, two water storage tanks and a small booster pump station. The majority of the system is under gravity pressure from the water tanks. All water supply comes from the Seaside Groundwater Basin. The system has an emergency inter-tie with California American Water, which serves the adjacent portions of the City. The City is also responsible for groundwater supply to the Bayonet and Blackhorse Golf Course.

The last water system master plan was prepared in 2005. Since that time, the City's allocation of groundwater under the Seaside Basin Water Master has been reduced, and the City is currently converting the golf course to recycled water, which will allow increased groundwater use elsewhere within their system. The City is currently updating the General Plan, but the portion of the City within the Municipal Water System is effectively built out. The City is also currently designing a new water supply well.

Scope of Work

1. Project Management and Meetings
 - 1.1. Schaaf & Wheeler will manage the project and prepare and submit monthly invoices and progress reports.
 - 1.2. The Schaaf & Wheeler team will attend meetings with City staff, the City Council and other agencies as needed to complete the master plan analysis and reports, and to present the results. We will prepare agendas, presentations and staff reports as needed, depending upon the meeting, and prepare meeting summaries and action item lists. The anticipated meetings for this project are:
 - Project kick-off meeting with City staff
 - Review meeting(s) with staff to discuss the modeling results, draft CIP and draft reports
 - City Council meeting to present draft report
 - City Council meeting to present final report for adoption
2. Review Existing Plans and Related Documents
 - 2.1. Schaaf & Wheeler will review the City's general plan and the following technical reports, which form the basis of the current capital improvement program:
 - 2005 Water System Master Plan and Rate Study
 - 2019 Water Rate Study
 - FY 2022/23 CIP
 - 2.2. Schaaf & Wheeler will review the Seaside Basin Water Master rules, Monterey Peninsula Water Management District rules and any agreements pertaining to water supply for the City.
3. Conduct Analysis
 - 3.1. Schaaf & Wheeler will conduct analyses as required to prepare the master plans.
 - 3.1.1. Construct the current condition system model. The 2005 Master Plan modelled the system in WaterCAD. If those files are available, we will update the model with current water demands and production wells. If they are not available, we will reconstruct the model. Water demands will be based on customer billing records.

- 3.1.2. Model calibration will use available SCADA system records, augmented as needed with pressure recorders and hydrant flow tests.
 - 3.1.3. Update the future water demand projections. This will include accounting for in-fill development (ADUs) as well as any new demands external to the system which would need to be met from City wells. This would include providing water to CalAm under the mutual support agreement.
 - 3.1.4. Schaaf & Wheeler will visit and evaluate the water system facilities. We intend to visit every location with SCADA and control panels, including all wells, booster pump stations and water tanks. Data will be collected in standardized worksheets and the results presented in a technical appendix to the report. The inspections will be visual and focused upon the electrical and pumping equipment. Additional electrical or structural evaluations may be recommended. Facilities requiring upgrade or repair will be addressed in the capital improvement project list.
 - 3.1.5. We will work with the City O&M Superintendent to identify facilities in need of replacement or upgrade. We would like to review the valve exercising schedule, pump maintenance schedules and any other applicable records in order to identify needed capital replacements.
 - 3.1.6. Review the current capital improvement programs and the projects identified in the 2005 master plan. The need for each project will be validated against the updated development projection and current and future condition system models.
 - 3.1.7. Prepare updated capital improvement project lists, with current-year cost estimates. Project descriptions will include the timing of the project, the reason it is required (which deficiency it addresses or development it supports), an allocation of need between cost centers (if applicable) and details of the project (location map and materials list).
4. Prepare Administrative Draft Plans, Cost Estimates and Reports
 - 4.1. Schaaf & Wheeler will prepare administrative draft water master plan for staff review, as outlined below. Plans will be submitted in hard copy and as electronic files (pdf, MS Word, MS Excel). Following review by City staff, we will meet with staff to receive comments and discuss changes.
 - 4.1.1. Report Outline
 - Introduction and Overview. Provide the background, history, purpose of the report. Summarize existing land use and planning information and agency coordination.
 - System Description. Provide a general description of water system, zones, wells, pump stations, reservoirs, distribution system and service area networks, location and service area maps,
 - Water Usage and Demand Projections. Water demand, use and deliveries; projected water demands; updated zoning and land use plans. Demand changes due to recycled water availability.
 - Supply Sources. Existing and Planned Sources of Water, Groundwater, Surface Water, Stormwater, Exchanges or Transfers, Future Water Projects, Basin Management, and Climate Change.

- Planning and Design Criteria. Water Quality, Seawater Intrusion, Groundwater Contamination, Water Supply Capacity, Storage Requirements – Operational, Fire, Emergency and Total Storage, Service Pressures, Mains and Peaking Factors.
 - Supply and Storage Evaluation. Evaluate Supply Capacity, Water Rights and Augmentation, Storage Capacity and Proposed Reservoirs.
 - Hydraulic Analysis. Provide Model Development and Calibration, Results of Hydraulic Analysis, Modeling of Future System and Projected Demands. Recommended Improvements, Projects and Project Information.
 - Capital Improvement Program. Recommend projects with descriptions, cost estimates and projected timing.
5. Prepare Public Review Draft Plan and Cost Estimates
- 5.1. Schaaf & Wheeler will incorporate changes pursuant to comments received from staff during the administrative draft review. We will prepare Public Review Drafts of the reports. We will submit one electronic copy and submit 10 bound copies for a City Council meeting
- 5.2. Schaaf & Wheeler will attend and present the draft report at the City Council meeting. Schaaf & Wheeler will prepare a draft Agenda transmittal and presentation for inclusion in the Council meeting packet.
6. Prepare Final Plan Report
- 6.1. Schaaf & Wheeler will incorporate changes pursuant to comments received at the City Council presentation. We will submit an electronic proof copy in tracked-changes for staff review. Following staff approval, we will submit one unbound copy, 10 bound copies, and one electronic copy of the report.
- 6.2. Schaaf & Wheeler will present the final Master Plan report and recommended CIP to the City Council at a regularly scheduled Meeting. We will receive any final City Council corrections and changes for adoption of the Final Plan Report. We anticipate that the plans will be approved with edits at the meeting.
- 6.3. Schaaf & Wheeler will incorporate the final corrections and changes for the adopted Final Report and provide 10 bound copies of the City Council adopted Master Plan Report and one electronic copy of each report. The final deliverable package will include the water master plan model files.
7. Assumptions and Limitations
- 7.1. We assume that CEQA review is not required for the master planning effort. CEQA reviews will be conducted on a project by project basis as needed.
- 7.2. We assume there will be no more than three modeling scenarios required to consider providing water to outside customer areas.
8. Services Not Included
- 8.1. Detailed civil design. Capital Projects will be identified and estimated at a functional/conceptual level only.
- 8.2. Topographic surveying. Model will be based on the existing topographic map and system plans.

EXHIBIT A

Schaaf & Wheeler CONSULTING CIVIL ENGINEERS

Client: City of Seaside

Project: Water System Master Plan

Task:

Estimate Date: 12/20/2022

NO.	TASK ITEMS DESCRIPTION	PRINCIPAL PM \$275	SENIOR PM \$250	SENIOR ENG \$235	ASSOC ENG \$210	ASST ENG \$195	JUNIOR ENG \$185	SUBTOTAL M.H.'S	IN-HOUSE LABOR COSTS \$	IN-HOUSE MATERIAL COSTS \$	TOTAL COSTS \$ W/ MARK-UP	TASK TOTAL
1	Project Management & Meetings											\$10,730
	Management and Routine Meetings	12				12		24	\$5,640		\$5,640	
	Kickoff Meeting	2				2		4	\$940		\$940	
	Admin Draft Review Meeting	4				8		12	\$2,660		\$2,660	
	Present public draft at City Council	2				2		4	\$940		\$940	
	Present final report at City Council	2						2	\$550		\$550	
2	Review Existing Plans and Documents											\$3,360
	Document Review	4				4	8	16	\$3,360		\$3,360	
3	Analysis											\$42,750
	Current condition model (assumes rebuilding from map)	2	4			4	80	90	\$17,130		\$17,130	
	Calibration field work					12	24	36	\$6,780		\$6,780	
	Future condition model(s)	2	4			8	24	38	\$7,550		\$7,550	
	Site visits and evaluations	2	4			8	8	22	\$4,590		\$4,590	
	Catalog existing needs/deficiencies					4		4	\$780		\$780	
	Assess status of previous CIP's					4		4	\$780		\$780	
	Identify required projects	4	4			8	8	24	\$5,140		\$5,140	
4	Prepare Administrative Draft Report											\$19,030
	Prepare Report Chapters	12	8			8	24	52	\$11,300	\$500	\$11,850	
	Prepare Project Descriptions and Cost Estimates	4				16	16	36	\$7,180		\$7,180	
5	Prepare Public Review Draft Report											\$7,170
	Update report text and figures	4	4			8	16	32	\$6,620	\$500	\$7,170	
5	Prepare Final Report											\$4,910
	Update report text and figures	4	4			4	8	20	\$4,360	\$500	\$4,910	
	Total	60	32	0	0	112	216	420	\$86,300	\$1,500	\$87,950	\$87,950
ROUNDED TOTAL											\$88,000	

EXHIBIT A

Schaaf & Wheeler CONSULTING CIVIL ENGINEERS

4699 Old Ironsides Dr., Suite 350
Santa Clara, CA 95054-1860
408-246-4848

Hourly Charge Rate Schedule

Personnel Charges

Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the project.

Current rates by classification are listed below:

<u>Classification</u>	<u>Rate/Hr</u>	<u>Classification</u>	<u>Rate/Hr</u>
Principal Project Manager	\$275	Construction Manager	\$250
Senior Project Manager	\$250	Senior Resident Engineer	\$235
Senior Engineer	\$235	Resident Engineer	\$210
Associate Engineer	\$210	Assistant Resident Engineer	\$190
Assistant Engineer	\$195		
Junior Engineer	\$185		
Designer	\$175		
GIS Analyst	\$175		
Technician	\$160		
Engineering Trainee	\$135		

Litigation Charges

Work done in preparation for litigation and other very high level-of-expertise assignments is charged at \$400 per hour. Court or deposition time as an expert witness is charged at \$500 per hour.

Materials and Services

Subcontractors, special equipment, outside reproduction, data processing, computer services, etc., will be charged at 1.10 times cost.

Effective 1/1/23

EXHIBIT B

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of Agency, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Agency.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

Note: May need to delete workers' compensation and employer's liability insurance requirements for certain sole proprietorships, partnerships, or corporations without employees.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

Note: If the required limits for general liability, auto and employer's liability are \$1 million or less, the following paragraph may be omitted.

Umbrella or excess liability insurance. [Optional depending on limits required]. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrence of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance to Agency as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Agency's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Agency at all times during the term of this contract. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by Agency shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Agency before the Agency's own insurance or self-insurance shall be called upon to protect it as a named insured.

Agency's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Agency has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Agency will be promptly reimbursed by Consultant or Agency will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Agency may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Agency, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Agency, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Agency nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to Agency with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that Agency and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to Agency and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to Agency for review.

Agency's right to revise specifications. The Agency reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the Agency and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by Agency. Agency reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by Agency.

Timely notice of claims. Consultant shall give Agency prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

EXHIBIT C

REQUEST FOR QUALIFICATIONS ON-CALL CONSULTANTS - ENGINEERING FOR CITY OF SEASIDE

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Introduction

The City of Seaside (City) seeks Request for Qualifications (RFQs) from qualified consulting firms or individuals to provide On-Call Engineering Services for miscellaneous undetermined projects. The selected engineering firms may be requested to help with the design of federal, state and locally funded capital improvement projects. The City intends to select multiple consultants for a three-year period, with the option of two (2) one-year extensions through mutual consent between the City and the chosen Consultant(s). Consultants do not need to be able to provide all services described in the “Preliminary Scope of Services,” below. Selection will be based on demonstrated expertise in providing support to the City of Seaside Public Works and Engineering Department.

Proposal Requirements

Statement of Qualifications (SOQ) must be received by 5:00 PM Friday, April 22, 2022 at the following address:

City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

SOQ received after this deadline will not be accepted. Incomplete responses that do not conform to the requirements specified herein will not be considered. The SOQ and any accompanying documents shall be submitted in a sealed envelope with the words “**On-Call Consultants-Engineering**” clearly marked in the lower left-hand corner of the envelope. Three bound copies, plus one electronic copy submitted on CD, USB flash drive, or by email to pwinfo@ci.seaside.ca.us, containing an Adobe pdf copy, should be submitted.

EXHIBIT C

City of Seaside-Statement of Qualifications
On-Call Consultants - Engineering

Statement of Qualifications Submittal Requirements

The SOQ should include the following information:

1. Name of proposer and principal contact person, including office location, address, telephone number, fax numbers and e-mail address.
2. Brief description and history of the proposed project team and experience of the principal contact. Clearly describe project team member's experience in work described under "Preliminary Scope of Services". Describe the average project size and scope of the team member's past projects.
3. Provide as exhibits, listings of your firm's and its principals' and project teams experience demonstrating their capabilities and qualifications to perform the assigned task as described in the "Preliminary Scope of Services". For each individual, provide current professional registrations, related experience, educational background and years of experience with the team.
4. Enclosed is a copy of the City's standard contract, which stipulates, among other things, insurance requirements. Please confirm that the project team can accept the terms of the contract and has the required insurance, or can acquire insurance, that meets the minimum standards.
5. Please provide at least three professional references. Indicate which references are public agencies for which the project team, or its principals, have provided services for within the past five years.
6. Standard Hourly Fees: Provide your standard hourly fees by job classification and billing criteria for providing the services described in this RFQ in a separate sealed envelope. Do not provide in the response to this request as an exhibit or in the body of the response

The SOQ will be limited to 10 numbered pages including title sheet and cover letter if provided. Minimum font size is 12. Page size is limited to letter size with no fold-outs. Submittals must be printed on both sides of the paper. A clear front and back cover shall be provided and the front and back clear cover will not count towards the 10 page limit.

Schedule for Selection Process

The proposed consultant selection schedule is as follows.

Release RFQ	Thursday, March 24, 2022
Questions Due	Friday, April 8, 2022
Proposal due	Friday, April 22, 2022
Proposal Ranking	April 24, 2022 – May 20, 2022
Consultant Award (if applicable)	Friday, May 27, 2022

EXHIBIT C

City of Seaside-Statement of Qualifications
On-Call Consultants - Engineering

Questions Regarding This Project

All questions and/or contacts regarding this Request should be directed to:

Patrick Grogan
City of Seaside-Engineering Division
440 Harcourt Avenue
Seaside, CA 93955
E-mail: pgrogan@ci.seaside.ca.us or pwinfo@ci.seaside.ca.us
Phone (831) 899-6885

Form of Agreement

A copy of the City of Seaside Consultant Contract is included herewith.

Evaluation and Rating Criteria

City staff will review each SOQ for completeness and content. Each SOQ will be evaluated based upon the relevant qualifications and experience of the consultant. Consultants do not need to be able to provide all services described in the “Preliminary Scope of Services,” below. Staff may conduct interviews if necessary. References may also be verified. The SOQ review will focus upon the following criteria:

1. Experience and demonstrated ability of the team. – 25 points
2. Appropriate relevant experience and skills of personnel (principals, project managers and other key personnel). – 30 points
3. Prime consultant and sub-consultants experience in providing similar projects. – 15 points
4. Client References. – 10 points
5. Overall quality of the response and conformance with SOQ requirements for content (reference Proposal and Submittal Requirements). – 20 points

SOQs will be ranked on the basis of qualifications. The City of Seaside may conduct interviews with some or all of the firms/individuals who submit proposals, or it may complete its evaluation based on the proposals alone. If interviews are conducted, firms/individuals selected for interview will be contacted at that time to arrange the date and time for their interview.

PRELIMINARY SCOPE OF SERVICES

Consultant is required to provide engineering design and professional services for various projects to be implemented throughout the City. The scope of work under this contract may include but not be limited to the following:

A. Engineering Services

Design, Survey and Geometrics
Pavement Evaluation, Design and Testing
Pavement Management Program Evaluation and Report

EXHIBIT C

City of Seaside-Statement of Qualifications
On-Call Consultants - Engineering

Hydrology/Hydraulic Analysis
Structural Analysis and Design
Well Design and Rehabilitation
Water System Design and Rehabilitation
Storm Drain System Design and Rehabilitation
Value Engineering
Seismic Evaluations
Construction Phase Services

B. Professional Services

Disabled Accessibility Evaluations and Mitigation
Preliminary Engineering Studies
Technical Studies and Reports
Peer Reviews
Coordination with Other Agencies and Utilities
Constructability and Bidability Reviews
On-Call Services
Staff Augmentation

All materials submitted to the City will become the exclusive property of the City of Seaside.

The consultant will not be allowed to provide services when the City determines a potential conflict of interest may exist.

Consultant services will be on an as-needed, on-call basis. Consultant services will be authorized by separate contract(s). The Consultant is responsible for acknowledging receipt of requests for services within two (2) working days. Contracts may vary significantly in size and scope and will be determined in greater detail as each is assigned. The Consultant will be responsible for preparing a detailed scope and fee estimate for each contract request and shall identify the number of hours to be worked and position of each person performing work on a particular proposal. If during actual work the number of hours is increased by more than 20% of the estimate, the consultant shall notify the Project Manager as soon as possible before exceeding the estimated time. The City may elect to reduce the scope of work or may require a revised scope of work to cover the excess time. Work authorization will be issued for each work request. The City shall authorize all consultant quotes for tasks prior to the consultant commencing work. The City may accept the Consultant's scope and fee or negotiate with the Consultant, as appropriate. The City reserves the right to not accept the Consultant's scope and fee.

General Provisions

1. The City will assume no responsibility for any understandings or representations concerning conditions made by any of its officers or employees prior to execution of a final agreement unless they are included in this Request for Qualifications.
2. Any reasonable inquiry to determine the responsibility of a prospective Consultant(s) may be conducted. The submission of Qualifications shall constitute permission by the

EXHIBIT C

City of Seaside-Statement of Qualifications
On-Call Consultants - Engineering

prospective Consultant(s) for the City to verify all information contained therein. If the City deems it necessary, additional information may be requested from the prospective Consultant(s) for further consideration.

3. A prospective Consultant(s) may withdraw their Qualifications at any time prior to the date and time which is set forth herein as the deadline for acceptance of Qualifications.
4. Each prospective Consultant(s) submitting Qualifications in response to this Request agrees the preparation of all materials for submittal to the City and all presentations are at the prospective entities sole cost and expense, and the City will not, under any circumstances, be responsible for any costs or expenses incurred by a prospective Consultant(s). In addition, each prospective Consultant(s) agrees that all documentation and materials submitted with Qualifications will remain the property of the City and will become a public document.
5. The City reserves the right to request additional information from any and all prospective entities as deemed necessary by the City in order to evaluate the Qualifications. This process may not be used as an opportunity to submit missing documentation or to make substantive revisions to the original Qualifications.
6. The City reserves the right to reject any and all Qualifications and, in the event the Consultant selected, it may attempt to negotiate an agreement with the Consultant that, in the sole judgment of the City, is the best qualified to provide the services requested.
7. The City shall not enter into an agreement with any prospective Consultant(s) that has previously had an agreement with the City terminated, or that has previously been found to have violated any provision of the Seaside City Code, or related resolutions or ordinances, or any provision of federal law, state, or other local law.
8. The City reserves the right to enter into an agreement with an Consultant(s) at any time, deviate from this Request, reject any or all SOQs, continue to advertise for new Qualifications, negotiate with multiple entities simultaneously, waive any defects in Qualifications, or to proceed otherwise. The Request and the selection process will in no way be deemed to create a binding contract or agreement of any kind between the City and any prospective Consultant(s). The submission of Qualifications does not in any way commit the City to enter into an agreement with any prospective Consultant(s).
9. Each prospective Consultant(s) shall agree to abide by all federal, state, and local laws, rules, and regulations and to secure all necessary licenses, permits, and other forms of identification as may be required in connection with the resulting agreement, all at no additional cost to the City.
10. All Qualifications, charge rates or representations will remain in effect and be legally binding for at least one hundred twenty (120) days from the date of submission.

EXHIBIT C

City of Seaside-Statement of Qualifications
On-Call Consultants - Engineering

11. This Request for Qualifications shall be governed in accordance with the laws of the State of California and the jurisdiction of any disputes hereunder shall be had in Monterey County.

Non-Discrimination & Non-Preferential Treatment

The successful Consultant shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of City of Seaside contracts.

Grounds for Disqualification

All prospective entities are expected to conduct themselves with the utmost integrity and responsibility throughout the Request process. Any prospective Consultant(s) that violates these expectations, as determined in the sole discretion of the City, will be subject to disqualification. Generally, the grounds for disqualification include:

1. Contact regarding this procurement with any City official or employee, other than the contact person designated in this Request, from the time of issuance of this Request until the consideration and approval of a professional services agreement.
2. Evidence of collusion, directly or indirectly, among prospective entities in regard to the amount, or the terms and conditions of this Request and the prospective agreement.
3. Influencing, or attempting to influence, any City staff member or official throughout the solicitation process, including the development of specifications beyond those included here, if any.
4. Evidence of submitting incorrect or inaccurate information in response to this Request or misrepresentation or failing to disclose facts during the evaluation or negotiation process.
5. Existence of any lawsuit, claim, or dispute between the prospective Consultant(s) and the City.
6. Evidence of the prospective Consultant(s)'s inability to successfully complete the responsibilities and obligations of the Request process.
7. The prospective Consultant(s)'s default under any City agreement or termination of a previous agreement.

Records and Financial Data

All correspondence with the City, including responses to this Request, will become the exclusive property of the City and will become public records under the California Public Records Act. All documents submitted in response to this Request will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement.

EXHIBIT C

City of Seaside-Statement of Qualifications
On-Call Consultants - Engineering

Personal financial information that a prospective Consultant(s) considers confidential, the disclosure of which would be an unwarranted invasion of personal privacy, should be submitted in a sealed envelope marked “CONFIDENTIAL: PERSONAL FINANCIAL RECORDS; NOT PUBLIC RECORDS.” A prospective Consultant(s) should not mark their entire Qualifications as “Confidential.” During the selection process, the City will keep such information confidential and will not disclose it, except as otherwise required under applicable law. This means that, depending on the nature of timing of the request, or future court decisions, that personal financial information may not remain private and may be publicly disclosed. Once the selection process is completed, the City will return this information to any prospective agency that is not selected.

If an Consultant(s) is selected, the City may retain any submitted information and disclose it to the City Council, and any subcommittees thereof, and the public in connection with consideration of an agreement with the City as evidence of the entities ability to carry out the development. Given the nature of the applicable law under the California Public Records Act, the City cannot guarantee or warrant that it will be able to keep submitted information, including personal financial records, confidential. The successful Consultant(s) agrees to indemnify, defend, and hold the City harmless from and against any suit brought under the California Public Records Act to obtain the records; otherwise, the City shall not be obligated to defend such suit and may release the records.



ADDENDUM No.1
For the Request for Qualifications for
On-Call Consultants – Engineering Services
April 5, 2022

Addendum No. 1 is being issued for revisions to the Request for Qualifications for On-Call Consultants - Engineering Services.

The clarifications and revisions declared in this addendum are an essential element to the Request for Qualifications. All other requirements remain unchanged.

REVISIONS

Proposal Requirements

1. Replace the last paragraph on page 2 under *Statement of Qualifications Submittal Requirements* with the following:

The SOQ will be limited to 10 numbered pages excluding the title sheet if provided. Minimum font size is 12 point. Page size is limited to letter size with no fold-outs. Submittals must be printed on both sides of the paper, such that scanning the document yields 10 pages of content. Front and back covers, if provided, will not count towards the 10 page limit. Additional information may be attached as appendices which will not count against the page limit. The City makes no assurances that any additional information in appendices will be reviewed.

If there are any questions regarding this addendum, please contact Patrick Grogan at pgrogan@ci.seaside.ca.us

Sincerely,

A handwritten signature in blue ink, appearing to read "Nisha Patel", is written over a horizontal line.

Nisha Patel
PW Director / City Engineer

EXHIBIT C



ADDENDUM No.2
For the Request for Qualifications for
On-Call Consultants – Engineering Services
April 20, 2022

Addendum No. 2 is being issued for revisions to the Request for Qualifications for On-Call Consultants - Engineering Services.

The clarifications and revisions declared in this addendum are an essential element to the Request for Qualifications. All other requirements remain unchanged.

REVISIONS

Proposal Requirements

The Table of Contents does not count toward the 10-page limit.

Schedule for Selection Process

SOQ's must be received by 5:00PM April 29, 2022. SOQ's received after this deadline will not be accepted.

The proposed consultant selection schedule is as follows.

Release RFQ	Thursday, March 24, 2022
Proposal Due	Friday, April 29, 2022
Proposal Ranking	May 2 to May 20, 2022
Project Award	Thursday, June 2, 2022

If there are any questions regarding this addendum, please contact Patrick Grogan at pgrogan@ci.seaside.ca.us

Sincerely,

A handwritten signature in blue ink, appearing to read "Nisha Patel", is written over a horizontal line.

Nisha Patel
PW Director / City Engineer

RESOLUTION NO. 22-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING AN ON-CALL LIST FOR ENGINEERING SERVICES

WHEREAS, a formal on-call list is needed to 1) provide an opportunity for qualified professionals to provide professional and technical services of a temporary nature, and 2) ensure consultants have demonstrated the necessary qualifications and experience to provide the requested services; and

WHEREAS, the City of Seaside, on occasion, is in need of consultants who specialize in a variety of engineering services and maintain necessary licenses; and

WHEREAS, an on-call list of firms is necessary to assure the quality of materials and installation satisfies the project's specifications; and

WHEREAS, there is a need for these services due to the capital improvement program projects identified in the coming years; and

WHEREAS, on March 24, 2022, staff issued a Request for Qualifications (RFQ) to solicit proposals from eligible firms to provide engineering services; and

WHEREAS, on April 29, 2022, Statement of Qualifications (SOQ) were received from thirteen firms offering professional services; and

WHEREAS, a selection panel reviewed and identified the eleven top firms shown in Exhibit 'A', attached, based upon qualifications.

NOW THEREFORE, BE IT RESOLVED, that the City of Seaside City Council approve the firms listed in Exhibit 'A' to provide engineering services on an as needed basis; and

EXHIBIT D

BE IT FURTHER RESOLVED, approval to provide Engineering Services is for a period of three (3) years and may be extended at the City Manager's recommendation for two (2) one year extensions through June 2nd, 2027. Agreements will have a defined scope, schedule and fee arrangements that will be negotiated on a project by project basis.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 2nd day of June 2022 by the following vote:

AYES:	5	COUNCIL MEMBERS	Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard
NOES:	0	COUNCIL MEMBERS	None
ABSENT:	0	COUNCIL MEMBERS	None
ABSTAIN:	0	COUNCIL MEMBERS	None

APPROVED:



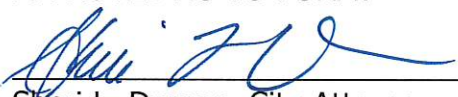
Ian N. Oglesby, Mayor

ATTEST:



Dominique L. Davis, City Clerk

APPROVED AS TO FORM:



Sheri L. Damon, City Attorney



EXHIBIT "A"

**On-Call List for Engineering Services
June 2, 2022
City of Seaside**

Kimley-Horn and Associates, Inc.

1615 Bunker Hill Way, #200
Salinas, CA 93906

Harris & Associates, Inc.

450 Lincoln Avenue, Suite 103
Salinas, CA 93901

**Schaaf & Wheeler, Consulting Civil
Engineers**

3 Quail Run Circle, Ste. 101
Salinas, CA 93907

Ruggeri-Jensen-Azar, Inc.

8055 Camino Arroyo
Gilroy, CA 95020

Verde Design, Inc.

2455 The Alameda
Santa Clara, CA 95050

Wallace Group, Inc.

201 John Street, Suite H
Salinas, CA 93901

MNS Engineers, Inc.

811 El Capitan Way, Suite 130
San Luis Obispo, CA 93401

Whitson Engineers, Inc.

6 Harris Court
Monterey, CA 93940

Pavement Engineering, Inc.

3485 Sacramento Drive, Suite A
San Luis Obispo, CA 93401

CSG Consultants, Inc.

3150 Almaden Expressway, #255
San Jose, CA 95118

ZFA Structural Engineers, Inc.

1390 El Camino Real, Suite 100
San Carlos, CA 94070