City of Carpinteria
City Council Regular Meeting Agenda
Monday, April 8, 2024
Council Chamber, 5775 Carpinteria Avenue, Carpinteria, CA 93013

5:30 p.m. Regular Meeting
In-Person and Virtual Participation Options

Attendance/Viewing Options:

- Attend the in-person meeting in City Council Chambers at City Hall (5775 Carpinteria Ave.).
- View the meeting live through the City's website (https://carpinteriaca.gov/city-hall/agendas-meetings/).
- View the meeting on Government Access Television Channel 21 (broadcast live and rebroadcast on the Wednesday and the Saturday following the meeting at 8:00 p.m. and 5:00 p.m., respectively).
- Call 669-900-9128 (and enter Webinar ID 889 0390 2262) to listen to the meeting.
- Join the City's Zoom webinar by CLICKING HERE. Alternatively, you can join the Zoom webinar by logging on to www.zoom.us, downloading the application, selecting "Join Meeting", and entering Webinar ID 889 0390 2262.
- Spanish interpretation will be available at the in-person meeting and through the City's Zoom webinar.

Public Comments

- Provide a live public comment in City Council Chambers at City Hall (5775 Carpinteria Ave.).
- Provide a live comment through the City's Zoom webinar platform (through the link provided above). To make public comments through this platform please use the "raise your hand" feature to notify staff that you would like to make a public comment during designated public comment times. Once it is your turn to provide a public comment, staff will unmute your microphone and you will be given a designated amount of time to provide your comment. At the end of your comment, staff will once again mute your microphone.
- Submit a written comment (as either a general public comment or on a specific agenda item) to be distributed to Council Members by **12:00 P.M. on the day of the meeting** by either submitting your comment via (1) email to PublicComment@carpinteriaca.gov, or (2) the **eComment** link on the City's agenda website available at https://carpinteriaca.gov/city-hall/agendas-meetings/.

Please reference the agenda item to which your comment pertains. Although written comments become part of the record, they will not be read aloud at the meeting.

Please note that the City will make every effort to make the meeting accessible virtually; however, if one of the above virtual attendance/viewing or public comment options is unavailable due to technological issues, you are invited to take advantage of one of the other participation options outlined above (including attending and providing public comment in-person in the City Council Chambers). Additional options may be made available at the meeting.

Levine Act Warning

Applicants and their agents before the City Council are subject to the campaign disclosure provisions detailed in Government Code Section 84308. No City Council Member may accept, solicit, or direct a contribution of more than $250 from any party or agent for 12 months following the date a final decision is rendered by the City. This prohibition commences when an application has been filed, or the proceeding is otherwise initiated. A party to a City proceeding—which includes both applicants and agents—shall disclose on the record of the proceeding any contribution of more than $250 made to any Council Member by the applicant or agent, during the preceding 12 months. No party to a City proceeding, or agent, shall make a contribution to a Council Member during the proceeding and for 12 months following the date a final decision is rendered by the City. Prior to rendering a decision on a City proceeding, any Council Member who received contribution of more than $250 within the preceding 12 months from any party, or agent, to a proceeding shall disclose that fact on the record of the proceeding, and shall be disqualified from participating in the proceeding. However, if any Council Member receives a contribution that otherwise would require disqualification, and returns the contribution within 30 days of knowing about the contribution and the relevant proceeding, the Council Member shall be permitted to participate in the proceeding. If you believe that these provisions apply to you or a Council Member, please inform the City Clerk at the earliest possible opportunity. Failure to do so may affect the City's ability to process your application.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

COUNCILMEMBER(S) REQUEST FOR REMOTE PARTICIPATION UNDER AB 2449: The City Council may consider Councilmember(s) request to participate in the meeting remotely under the regulations of AB 2449 by making the necessary findings and voting on whether the Councilmember(s) may participate remotely.

AGENDA MODIFICATIONS: The City Council may modify the regular agenda by tabling items, adding urgency items to the agenda, or changing the order in which items are considered. Changes to the Consent Calendar are considered at the time the Consent Calendar is considered.

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS:

1. Proclamation Celebrating the 15th Anniversary of the Rotary Club of Carpinteria Talent Showcase. *(Requires approval prior to presentation of proclamation.)*

2. Proclamation Designating April 2024 as Fair Housing Month. *(Requires approval prior to presentation of proclamation.)*

3. Proclamation Designating the Week of April 7 – 13, 2024 as "National Library Week". *(Requires approval prior to presentation of proclamation.)*

TEMPORARY ADJOURNMENT FOR THE PURPOSE OF HOLDING THE MONTHLY MEETING OF THE CARPINTERIA LIBRARY BOARD OF TRUSTEES

RECONVENE THE REGULAR MEETING OF THE CITY COUNCIL

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS

This may include updates on law enforcement activity within the City from a Sheriff's Office representative.

CITY MANAGER'S REPORT

The City Manager will report to the City Council regarding various City and/or community events and/or matters of interest. There will be no City Council discussion except to ask questions or refer matters to staff; and no action will be taken unless listed on a subsequent agenda or as otherwise specified below.

a. Senior Services Programming
b. City Employee Updates
c. Updates on Capital Improvement Projects
d. Updates on Development Applications
e. Other City/Community Updates

PLANNING COMMISSION ACTIONS:

The City Council may vote to appeal a decision of the Planning Commission to itself by majority vote (CMC 14.78.040(2)).

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

This is a time for public comments on matters not otherwise on the agenda but within the subject matter jurisdiction of the City Council. The Mayor may establish reasonable regulations for public comment based on the time available and/or the number of persons waiting to speak. Typically, the Council's practice has been to limit each speaker to three minutes. The audio-visual system in the Council Chamber is not available for speaker use during the general Public Comment period.

The City and the City Council are not responsible for the content of statements made during the public comment period, or the factual accuracy of any such statements.

CONSENT CALENDAR: Items on the consent calendar are considered to be routine and are normally enacted by one unanimous vote of the Council. If you wish to speak on a consent calendar item please do so during the public comment period provided at the beginning of this item.

4. Receive and file the Expenditures for the period beginning March 18, 2024 and ending March 29, 2024.

5. Adopt Resolution Nos. 6302, 6303, 6304, and 6305, congratulating the Carpinterian of the Year for 2023, the Junior Carpinterian of the Year for 2023, the Volunteer of the Year for 2023, and the Outstanding Community Business of 2023, respectively.

6. Approve and adopt Resolution No. 6307, declaring certain City-owned property/equipment as surplus assets and authorizing disposal.

ADMINISTRATIVE MATTERS:

7. Resolution No. 6306, Approving the Road Maintenance and Rehabilitation Account Fiscal Year 2024-25 Project List.

   Recommendation: Adopt Resolution No. 6306, approving the Road Maintenance and Rehabilitation Account Fiscal Year 2024-25 Project List.

   Staff Presenter: Stephon Downes, Management Analyst I

   a. Staff Report
   b. Public Comment
   c. City Council Determination

8. Second Amendment to the Cooperative Agreement with the Santa Barbara County Association of Governments for Carpinteria Circulation Improvement Funds.

Recommendation: Authorize the Mayor to sign the Second Amendment to the Cooperative Agreement with the Santa Barbara County Association of Governments for Carpinteria Circulation Improvements Funds. *(This motion requires a roll call vote.)*

Staff Presenter: John L. Ilasin, Public Works Director

a. Staff Report
b. Public Comment
c. City Council Determination

PUBLIC HEARING: NONE

CONSIDERATION OF ANY ITEMS REMOVED FROM CONSENT CALENDAR AND/OR OTHER AGENDA ITEMS REQUESTED TO BE ADVANCED

MATTERS CONTINUED FROM PREVIOUS MEETINGS: NONE

OTHER BUSINESS:

9. Receive an update on the status of private parklets and provide direction to Staff on permitting for permanent private parklets.

   Recommendation: Receive an update on the status of private parklets; receive public comment; and provide direction to Staff on permitting for permanent private parklets.

   Staff Presenter: Nick Bobroff, Community Development Director

   a. Staff Report
   b. Public Comment
   c. City Council Determination

10. A Construction Contract for the 2022 Pavement Rehabilitation Project to Toro Enterprises, Inc., and Agreements for related Construction Management and Inspection, and Testing Services.

    Recommendation: (1) Award a Construction Contract to Toro Enterprises, Inc. in the Total Base Bid amount of $5,416,217 for the 2022 Pavement Rehabilitation Project. (2) Authorize the City Manager to execute an Agreement with Filippin Engineering to provide construction management and inspection services in an amount not-to-exceed $311,320 for the 2022 Pavement Rehabilitation Project. (3) Authorize the City Manager to execute an Agreement with Cotton Shires and Associates, Inc. to provide acceptance/materials testing services in an amount not-

to-exceed $86,790 for the 2022 Pavement Rehabilitation Project. (4) Approve a budget appropriation in the amount of $840,250 to the Capital Improvements Fund of the Fiscal Year 2023-24 Capital Improvements Program Budget for the 2022 Pavement Rehabilitation Project. *(This motion requires a roll call vote.)*

Staff Presenter: John L. Ilasin, Public Works Director

a. Staff Report
b. Public Comment
c. City Council Determination

11. Approval of a budget appropriation for the Franklin Creek Trail Improvement Project for Fiscal Year 2023-24.

Recommendation: Approve a budget appropriation of $209,650 to the Measure A Fund to transfer to the Capital Improvement Project Fund for the Franklin Creek Trail Improvement Project. *(This motion requires a roll call vote.)*

Staff Presenter: Gilbert Punsalan, Finance Manager

a. Staff Report
b. Public Comment
c. City Council Determination

12. Senate Bill 329 and potential adjustments to City Council compensation.

Recommendation: Receive and file report, and direct staff as determined appropriate.

Staff Presenter: Teresa Ilasin, Management Analyst II

a. Staff Report
b. Public Comment
c. City Council Determination

LEGISLATIVE UPDATE: The City Council will discuss local, state and/or federal legislation under consideration and decide whether to direct staff to place a matter(s) on a future City Council agenda for consideration.

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS

Informational reports from Councilmember representatives on the committees, commissions and organizations listed below. This is also an opportunity for

Councilmembers to request information from staff or seek support from fellow Councilmembers for future agenda items.

1. Appointees to Other Government Agencies

    a. Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) (Solórzano/Alt. Clark)
    b. California Joint Powers Insurance Authority (CJPIA) (Clark/Alt. Alarcon)
    c. Santa Barbara County Association of Governments (SBCAG)(Clark/Alt. Nomura)
    d. Santa Barbara County Air Pollution Control District (APCD)(Clark/Alt. Nomura)
    e. Central Coast Community Energy (3CE) (Nomura/Alt. Goleta)
    f. Santa Barbara Mosquito and Vector Management District (Joe Franken)
    g. Santa Barbara Metropolitan Transit District (Solórzano)

2. Regional Committees

    a. Channel Counties Division, League of California Cities (Nomura/Alt. Alarcon)
    b. Santa Barbara Joint Affordable Housing Task Group (Alarcon & Solórzano)
    c. Santa Barbara County Elected Leaders Forum to Address Homelessness (Clark/Alt. Alarcon)
    d. South Coast Youth Safety Partnership (Solórzano/Alt. Lee)
    e. Multijurisdictional Solid Waste Task Group (Lee/Alt. Alarcon)

3. Joint and Standing Committees

    a. City Council/Economic Vitality Committee (Alarcon & Lee)
    b. City Council/Public Safety Committee (Clark & Nomura)
    c. City Council/School Board Committee (Lee and Alarcon)
    d. City Council/Utilities Committee (Lee & Nomura)
    e. City Council/First District Supervisor Committee (Lee & Solórzano)
    f. City Council Finance/Budget Committee (Alarcon & Clark)
    g. Transportation Committee (Lee & Clark)
    h. Development Review Committee (Joint Committee membership from City Council, Planning Commission and Architectural Review Board) (CC: Clark & Nomura) (PC: To Be Selected by Planning Commission) (ARB: Stein & O'Connor)
    i. General Plan and Coastal Plan Update Committee (Joint Committee membership from City Council and Planning Commission) (Lee & Clark) (PC: Benefield and Salant)
    j. Public Facility Site Acquisition/Development Committee (Clark & Nomura)
    k. City Council Boards, Commissions and Committees Review Committee (Clark & Nomura/ Alt. Lee)

l. Sustainability Committee (Nomura & Solórzano)

4. Ad Hoc Committees

a. Senior Services Planning Committee (Lee & Solórzano)
b. Civic/Youth Engagement Committee (Lee & Nomura)
c. City Council Housing Element Committee (Clark & Nomura)
d. Harbor Seal Advisory Committee (Solórzano & Alarcon)
e. Appointment Process Committee (Alarcon & Clark)

5. Appointed Representatives to Area Boards & Committees

a. Community Media Access Center (Gary Dobbins)
b. County Library Advisory Committee (Gail Marshall)

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

ADJOURNMENT

The next regular City Council meeting will be held April 22, 2024 at 5:30 p.m.

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact the City Clerk's Office at (805) 755-4403 or the California Relay Service at (866) 735-2929. Notification two business days prior to the meeting will enable the City to make reasonable arrangements for accessibility to this meeting.

Materials related to an agenda item submitted to the City Council after distribution of the agenda packet are available for public review at the City Clerk's Office, located at 5775 Carpinteria Avenue, Carpinteria, CA 93013 or by going to the City's website at https://carpinteriaca.gov/city-hall/agendas-meetings/.

This agenda was posted on Thursday, April 4, 2024, in the City Clerk's Office, on the City Hall Public Notices Board, and on the Internet.

A PROCLAMATION OF THE CARPINTERIA CITY COUNCIL CELEBRATING THE 15TH ANNIVERSARY OF THE ROTARY CLUB OF CARPINTERIA TALENT SHOWCASE

***WHEREAS**, the Rotary Club of Carpinteria, led by members David Powdrell and Ryan Nakasone, held its first Talent Showcase on February 20, 2010, at the Carpinteria Boys & Girls Club, with over 400 community members in attendance. John Palminteri has been the Master of Ceremonies since the very first Showcase in 2010; and*

***WHEREAS**, the Talent Showcase's popularity required the event to move to the Alcazar Theatre in 2011 and included two performances; and*

***WHEREAS**, The Rotary Club of Carpinteria Talent Showcase attracts 60 to 80 performers each year, including singers, guitarists, pianists, dancers, storytelling, jugglers, magicians, comedians, ukulele bands, cappella singers, the Middle School Red Hawk String Orchestra, and the Carpinteria High School Warrior Band; and*

***WHEREAS**, in total, the Talent Showcase has hosted a total of 980 performers including 485 youth and 96 seniors; and*

***WHEREAS**, The Rotary Club of Carpinteria considers the Talent Showcase its major fundraiser, and funds raised are to support music programs throughout the Carpinteria Unified School District; and*

***WHEREAS**, the Rotary Club of Carpinteria has donated over $200,000 towards the purchase of new and refurbished musical instruments and cases, sheet music and books, tuners and recorders, band shirts, music scholarships, academic scholarships, and a visit to the symphony; and*

***WHEREAS**, the Rotary Club of Carpinteria strongly believes that "Learning music changes lives" and it is the Club's goal to provide support and promote music education in the Carpinteria Unified School District; and*

***WHEREAS**, in addition to providing access to music education, college scholarships are now available, along with recently added Community Grants for local projects such as Youth Arts, Athletics and Theatre programs; and*

***WHEREAS**, the Rotary Club of Carpinteria will hold its 15th Talent Showcase on Saturday April 20, 2024 at 6pm at The Alcazar Theatre.*

***NOW THEREFORE**, the City Council of the City of Carpinteria congratulates the Rotary Club of Carpinteria on its 15th anniversary of the Talent Showcase and commends it for the years of providing music programs and instruments to the youth in the Carpinteria Community.*

***IN WITNESS THEREOF**, the Mayor hereunto set their hand and caused the official seal of the City of Carpinteria, California, to be affixed this 8th day of April 2024.*

Al Clark, Mayor
City of Carpinteria

ATTEST:

Brian C. Barrett, CMC, CPMC
City Clerk, City of Carpinteria

PROCLAMATION

PROCLAMATION OF THE CARPINTERIA CITY COUNCIL DESIGNATING APRIL 2024 AS FAIR HOUSING MONTH

***WHEREAS**, April is National Fair Housing Month, which celebrates the 56th Anniversary of the passage of the Federal Fair Housing Act on April 11, 1968. The enactment of this Act as expanded prohibits discrimination concerning the sale, rental and financing of housing based on race, color, national origin, religion, sex, disability, and familial status; and*

***WHEREAS**, during the month of April, the U.S. Department of Housing and Urban Development and fair housing advocates will participate in a national effort to promote fair housing with a theme, "Fair Housing: The 'Act' in Action;" and*

***WHEREAS**, the City of Carpinteria's effort towards advancing equity in housing by partnering with the City of Santa Barbara's Rental Housing Mediation Program for the past 17 years, providing education, eviction prevention, mediation with the successful out-of-court resolution of rental housing disputes, thereby assisting in the prevention of homelessness; and*

***WHEREAS**, according to the 2023 Fair Housing Trends Report, despite the local, state, and federal laws prohibiting discrimination, more than 33,000 fair housing complaints were filed, the most ever filed in a single year, alleging discrimination based on one or more of the Fair Housing Act's seven protected classes; and*

***WHEREAS**, as part of the City's participation in National Fair Housing Month, notice will be placed on the City's website directing residents to information about Fair Housing and the Rental Housing Mediation Program and its services.*

***NOW, THEREFORE, BE IT RESOLVED,** the City Council of the City of Carpinteria hereby proclaims April 2024 as **FAIR HOUSING MONTH** in the City of Carpinteria, and urges all citizens to understand and exercise their right to equal housing opportunity.*

***IN WITNESS THEREOF**, the Mayor hereunto set their hand and caused the official seal of the City of Carpinteria, California, to be affixed this 8th day of April, 2024.*

_____
Al Clark, Mayor

ATTEST:

_____
Brian C. Barrett, CMC, CPMC
City Clerk

PROCLAMATION

A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA DESIGNATING THE WEEK OF APRIL 7 - 13, 2024, AS "NATIONAL LIBRARY WEEK"

WHEREAS, *Carpinteria Community Library adapts to the ever-changing needs of its community, continually expanding collections, services, and partnerships; and*

WHEREAS, *our librarians work to serve all community members, including people of color, immigrants, people with disabilities, and the most vulnerable in our community, and strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all; and*

WHEREAS, *the City of Carpinteria, through support of its Library, provides the opportunity for everyone to pursue their passions and engage in lifelong learning, allowing them to live their best life; and*

WHEREAS, *the Carpinteria Community Library plays an important role in the economic vitality of Carpinteria and the residents who live here, by providing internet and technology access, WIFI Hotspots, literacy skills, learning platforms, and support for job seekers; and*

WHEREAS, *the Carpinteria Community Library is an accessible and inclusive place that promotes a sense of local connection, advancing learning and understanding, civic engagement, and shared community goals.*

NOW, THEREFORE*, the City Council of the City of Carpinteria hereby proclaims the week of April 7 – 13, 2024 as "National Library Week" in the City of Carpinteria and encourages all local residents to get a library card and explore the wealth of resources available at the Carpinteria Community Library.*

IN WITNESS WHEREOF, *the Mayor hereunto set their hand and caused the official seal of the City of Carpinteria, California to be affixed this 8th day of April, 2024.*

_____
Al Clark, Mayor
City of Carpinteria

ATTEST:

_____
Brian C. Barrett, CMC, CPMC
City Clerk, City of Carpinteria

CARPINTERIA LIBRARY BOARD OF TRUSTEES
5775 Carpinteria Avenue
Carpinteria, CA 93013

REGULAR MEETING AGENDA
MONDAY, APRIL 8, 2024
5:30 P.M.

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1. Call to order and roll call.

2. Confirmation of legal noticing and procedural requirements of meeting.

3. Public Comment – This is the time for public comments on matters not otherwise on the agenda but within the subject matter of the Carpinteria Library Board of Trustees.

4. Approval of minutes of the regular meeting held March 11, 2024.

5. April 2024 Community Library Report.

   Recommendation: Receive and file the report.

6. New Business & Discussion.

7. Adjournment.

The Carpinteria Library Board of Trustees agenda and any associated staff reports will be available on Thursday, April 4, 2024 on the City's Website: https://carpinteriaca.gov/city-hall/agendas-meetings/. The Carpinteria Library Board of Trustees agenda and staff reports are part of the City Council agenda for its regular meeting of April 8, 2024. Please see "TEMPORARY ADJOURNMENT FOR THE PURPOSE OF HOLDING THE MONTHLY MEETING OF THE CARPINTERIA LIBRARY BOARD OF TRUSTEES." Details and procedures on how to provide public comment and participate in the meeting through telephonic means are available on the posted City Council agenda at https://carpinteriaca.gov/city-hall/agendas-meetings/.

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact Brian Barrett, City Clerk at brianb@carpinteriaca.gov or (805) 755-4403. Notification two business days prior to the meeting will enable the City to make reasonable arrangements for accessibility to this meeting. This agenda was posted on Thursday, April 4, 2024, in the City Clerk's Office, on the City Hall Public Notices Board, and on the Internet.

CARPINTERIA LIBRARY BOARD OF TRUSTEES
5775 Carpinteria Avenue
Carpinteria, CA 93013

REGULAR MEETING MINUTES
MONDAY, MARCH 11, 2024

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1. Call to order and roll call.

President Clark called the meeting to order at 5:40 pm.

Boardmembers present:	Boardmember Roy Lee Boardmember Wade T. Nomura (present via Zoom) Boardmember Mónica J. Solórzano Vice President Natalia Alarcon President Al Clark
Staff members present:	Michael Ramirez, Chief Executive Officer Mack Carlson, Legal Counsel Jody Thomas, City Librarian Brian C. Barrett, Secretary

Boardmember Nomura's request for remote participation under AB 2449 was approved by the City Council during the City Council meeting held March 11, 2024 of which the Library Board of Trustees agenda is a part.

2. Confirmation of legal noticing and procedural requirements of meeting.

Secretary Barrett acknowledged that all legal noticing and procedural requirements have been met.

3. Public Comment

There was no public comment.

4. Approval of minutes of the regular meeting held February 12, 2024.

There was no public comment.

Motion by Vice President Alarcon, seconded by Boardmember Solórzano, to approve the minutes of the regular meeting held February 12, 2024. Upon voice vote, the motion carried unanimously.

5. March 2024 Community Library Report.

Recommendation: Receive and file the report.

City Librarian Thomas provided the staff report.

There was no public comment.

Motion by Boardmember Solórzano, seconded by Vice President Alarcon, to receive and file the report. Upon voice vote, the motion carried unanimously.

6. New Business & Discussion.

There was no new business nor discussion.

7. Adjournment.

President Clark adjourned the meeting at 5:49 pm.

_____
Brian C. Barrett, CMC, CPMC, Secretary

City of Carpinteria

LIBRARY BOARD OF TRUSTEES AGENDA STAFF REPORT
April 8, 2024

ITEM FOR LIBRARY BOARD OF TRUSTEES CONSIDERATION

April 2024 Community Library Report

STAFF RECOMMENDATION

Receive and file the report.

Sample Motion: I move to receive and file the Carpinteria Community Library report.

BACKGROUND

The Carpinteria Community Library, established by Ordinance 747 on June 14, 2021, and added to the Municipal Code, Chapter 2.38, also established a Library Board of Trustees (section 2.38.030) to meet at least once a month.

DISCUSSION

The April 2024 report includes program and staff updates. In addition to the information included herein, the City Librarian is working with the Library Advisory Commission and City Attorney's Office to revise language in the Carpinteria Municipal Code (CMC) related to submission of reports to the State, and to develop additional language related to inclusion of youth on the Library Advisory Committee (LAC.) These proposed amendments to the CMC are tentatively scheduled for City Council consideration on April 22, 2024.

Updates
Due to the recently increased cost of the United States Citizenship application, several local residents applied for citizenship prior to the increase, and now need to prepare for the exam. Beginning April 13, the Carpinteria Community Library will be hosting a four-week volunteer-led class working through the 100 possible questions that applicants could be asked. The program volunteer is a trilingual retired attorney who lives in Carpinteria and he will be working in partnership with Eric Castro, the City's outreach

librarian. Classes will be at 10:00 a.m. for four consecutive Saturdays. The program is offered at no-cost to participants.

The Library handed out 1000 solar eclipse glasses to local residents in order to view the partial eclipse the morning of April 8, 2024. The Library provided educational literature on when and how to view the eclipse. The eclipse glasses were paid for by the Friends of the Carpinteria Library out of their Program budget. In addition to serving current library patrons, this event, and other similarly unique events, serve as an excellent way to attract new library users, allowing attendees to see first-hand all the library has to offer, and creating opportunities for card registration.

The upcoming Summer Reading Program is in the planning stages and will be open to readers of all ages. Library Tech Terra Furuta is again creating a unique program for Carpinteria with the theme of insects. The working name of the program is "I Larv-A Good Book." The program will extend for 10 weeks this summer, running from June 10 – August 16. We will have magic shows, story tellers, beekeepers, and more, with lots of science activities and new books for the collection. Also in the works is a book group for teens and a book group for adults. Book recommendations can be made at the Library between now and the end of May. We also plan to continue the very successful "World's Safest Bingo" from the 4th of July through Labor Day at City Beach at the end of Linden Ave. All ages will be invited to join Library staff and volunteers to play Bingo on the beach once a week. The Library provides the Bingo cards and prizes are donated by the Friends of the Library book store and local businesses. Last year this event attracted locals and visitors of all ages. World's Safest Bingo is not officially part of the Summer Reading Program, but a fun, intergenerational outreach program for the community and summer visitors.

Donations

The Library applied for a small grant from Art Resources Transfer (A.R.T.) for several art books, which were received in March. A.R.T.'s mission is egalitarian access to art and literacy. Carpinteria is an artful community and enlarging the art book collection is a goal for the Library.

It is that time of year when high school students need to complete their community service hours. We have several new high school students volunteering at the library just in time to help us prepare for a large number of upcoming outreach events , as well as to assist with tasks such as shelving and organizing books.

Staff

Eric Castro has just returned from Columbus, OH having attended the Public Library Association (PLA) Conference. The PLA Conference is held every other year and brings together librarians from all over the country to learn from each other and be introduced to new ideas and technology.

The Library Technician position is open with the first round of interviews tentatively scheduled for the third week in April.

POLICY CONSISTENCY

The Library programs and resources are consistent with the actions of the City Council concerning the establishment of a municipal library.

FINANCIAL CONSIDERATIONS

There are no budget impacts as a result of this action.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

As determined necessary and appropriate, staff consults with the City Attorney's Office and risk managers of its insurance entity, the California Joint Powers Insurance Authority, in order to ensure compliance with legal requirements and best practices.

OPTIONS

1. Receive and file.
2. Direct staff as appropriate.

PRINCIPAL PARTIES EXPECTED AT MEETING

No Principal Parties expected at the meeting.

ATTACHMENTS

Staff contact: Jody Thomas, City Librarian
(805) 684-4314, jodyt@carpinteriaca.gov

Jodi J. Thomas
Signature

Staff contact: Michael Ramirez, City Manager
(805) 755-4450, michaelr@carpinteriaca.gov

Signature

MEMORANDUM

Council Meeting Date: April 8, 2024

To: Honorable Mayor and City Council

From: Michael Ramirez, City Manager

Subject: **City Manager's Report**

SENIOR SERVICES PROGRAMMING (AGEWELL)

Senior Lecture Series

The Senior Lecture Series continues on Thursdays from 9:30 a.m. to 10:45 a.m. at the Carpinteria Veterans Hall, 941 Walnut Ave. On Thursday, April 11th Mark Cardona from the Santa Barbara Legal Aid Foundation will provide an update on the rules regarding housing in our area. Whether you are a tenant, property owner, or just curious about the future, this workshop can help you learn about housing laws, illegal housing practices, and landlord-tenant rights and responsibilities.

Monte Vista Dog Park

On Saturday April 13th, the City of Carpinteria will host the ribbon cutting ceremony for the Monte Vista Off-Leash Dog Park at 11am. Penelope's Shaved Ice & Hot dog truck will provide a Hotdog lunch from 12pm-2pm for the first 200 attendees. The Carpinteria Dog Owners Group (C-DOG) has generously sponsored the opening of the off-leash dog park celebration, including the free lunches. Carpooling to the event is encouraged. Additional parking will be available in the Bluffs parking lot on the south end of Bailard Ave.

CITY EMPLOYEE UPDATES

Recruitments

Below is a list of current recruitments for full-time positions. Additional information, including part-time positions, are available at https://carpinteriaca.gov/city-hall/human-resources/

- Assistant City Manager
    - Start date April 29, 2024

- Parks, Recreation, and Community Services Director
    - In process: Pending successful completion of a background check.

- Accounting Technician
    - April 11, 2024: First review of applications
    - 9 application received to date.

- Aquatics Superintendent
    - Being underfilled as an Aquatics Program Coordinator
    - In process: Pending successful completion of a background check.

UPDATES ON CAPITAL IMPROVEMENT PROJECTS

No updates

UPDATES ON DEVELOPMENT APPLICATIONS

Lagunitas Mixed Use Development; 6380 Via Real

Story poles have been erected for the proposed Lagunitas Mixed Use Development project located at 6380 Via Real. The contemplated project would include 159 apartment units (20 studio units; 72 one-bedroom units; & 67 two-bedroom units) and 8,942 square feet of commercial/office space (2,224 square feet market/café; 6,718 square feet of R&D office). The project is scheduled for its first preliminary review by the Architectural Review Board on Thursday, April 11, 2024. The meeting will be held in-person in the City Hall Council Chambers and will begin at 5:30 p.m. The ARB meeting agenda and staff report is available on the City website at: https://carpinteriaca.gov/city-hall/agendas-meetings/ A full-size copy of the proposed project plans is available to review in the public lobby at City Hall.

OTHER CITY/COMMUNITY UPDATES

Compost Workshop

On Saturday, April 13th and April 20th, CivicSpark and the City of Carpinteria will host compost workshops at the Carpinteria Community Garden. The April 13th session will be presented in English and the April 20th session will be presented in English & Spanish. Both presentations will take place from 11am to 12pm. The first 10 people to rsvp will receive a free compost bucket with worms! These Compost Workshops are a collaboration between the Public Works (CivicSpark) and Parks, Recreation, & Community Services Departments. Join the fun in learning how worms break down organic material and turn it into black gold- Compost!

RSVP at https://tinyurl.com/carpcompost. If you have any questions, please contact sustainability@carpinteriaca.gov.

County-wide Library Survey

Last Fall, City Council approved a City contribution to a County-wide survey to test potential voter approval of a tax ballot that would support public libraries. The survey of 884 County residents was done by FM3 Research in November 2023. The potential funding source suggested in the survey was either a ¼ cent sales tax or a $60 annual

parcel tax, either of which would generate approximately $15 million dollars annually and require a 2/3 approval rating. A majority of voters were in favor of a quarter cent Library sales tax, but were well short of the two-thirds support needed to put a measure on the ballot in November 2024.

Santa Barbara County Housing Element

In order to have a certified Housing Element that is in compliance with State law and regional housing needs, the County of Santa Barbara is continuing its effort to select sites in the unincorporated area to be rezoned for high-density residential land uses. On April 1, 2024, the County Planning Commission reviewed all proposed rezone sites for the South County, which included the three sites adjacent to the Carpinteria City boundary known as Bailard, Van Wingerden 1 and Van Wingerden 2. Our City Community Development staff submitted a letter and spoke at the hearing to recommend that these three sites be removed from the County's rezone list for numerous reasons, including notable direct conflicts with State and local land use policies. Commissioner Michael Cooney, representing the 1st District, thanked the City for participating in the process. Ultimately, however, he and the other Commissioners unanimously voted to recommend that the Board of Supervisors include the two Van Wingerden sites in the final rezone list but exclude the Bailard site. Accordingly, County staff removed Bailard from the recommended rezone list but noted that since it is a Builder's Remedy application and a pending project, the Bailard project proponents still have the right to move forward with a privately-initiated rezone. The County Board of Supervisors will make the final selection of rezone sites at its hearings on April 30th and May 3rd, with the South County determinations scheduled for the May 3, 2024 hearing. City staff will continue to monitor and participate in the process, and advocate for the City's interests.

FEMA Preliminary Flood Insurance Rate Maps

The Federal Emergency Management Agency (FEMA) proposes an update to the flood insurance rates maps and flood insurance study of the Carpinteria watershed. The last update was in September 2018. In March 2024, FEMA issued preliminary flood insurance rate maps and the accompanying preliminary flood insurance study, respectively, to the City. Flood insurance rates maps show all the flood zones within the city limits and are used for flood management purposes including flood insurance. The Carpinteria Community participates in the National Flood Insurance Program (NFIP), which makes federally backed flood insurance available to property owners.

FEMA will be scheduling a meeting, called Community Coordination and Outreach (CCO) Meeting, with local officials (i.e., City Council and staff) in order to discuss said preliminary documents. The CCO Meeting is not open to the public. FEMA will be scheduling a final meeting, called Flood Risk Open House, which will be open to the Carpinteria community. After the CCO Meeting and Flood Risk Open House, FEMA will schedule a public review period, called 90-Day Appeal and Comment Period. The estimated time frames of conducting said meetings are within this year.

Annual Household Goods and Hazardous Waste Collection Event

The Annual Household Goods and Hazardous Waste Collection Event is scheduled for Saturday, April 13, 2024, from 9:00 a.m. to 1:00 p.m. at City Hall (5775 Carpinteria Ave.) Household goods include furniture, appliances, and electronics as well as yard waste. Household hazardous waste includes pesticides, automotive fluids, light bulbs, medications, and other household chemicals. Liquids are limited to 15 gallons per vehicle. Tires, explosives, and biohazards and radioactive materials will not be accepted. Household goods and hazardous waste must be delivered in the participant's vehicle car trunk or truck bed, and participants are required to remain in their vehicle during unloading at the event. The event is only for Carpinteria residents. Carpinteria businesses may participate but must make an appointment. For more information of the Annual Household Goods and Hazardous Waste Collection Event, contact Environmental Program Manager Erin Maker at (805) 880-3415 or erinm@carpinteriaca.gov.

MEMORANDUM

Date: **April 2, 2024**

To: **City Council**

From: **Nick Bobroff, Community Development Director**

Subject: **April 1, 2024 Planning Commission Action**

On Monday, April 1st, the Planning Commission considered the following hearing requests with Commissioners Allen, La Fevers, Moyer and Salant in attendance (Benefield absent):

1) **Bono Duplex Addition & Remodel**
Project # 23-2237-CUP/CDP/ARB
Address: 4788 & 4792 Dorrance Way
Applicant: Dylan Chappell, architect, for Brandon Bono & Lorraine Pulido
Planner: Syndi Souter

Hearing at the request of Dylan Chappell, architect, for Brandon Bono and Lorraine Pulido to consider Project 23-2237-CUP/CDP/ARB (application filed July 21, 2023) for approval of a Conditional Use Permit and a Coastal Development Permit to construct a new 371 square-foot second-story addition to an existing 1,781 square-foot single-story duplex and to convert an existing 354 square-foot carport into a two-car garage under the provisions of Carpinteria Municipal Code (CMC) §14.14 – Planned Residential Development District, §14.62 – Conditional Use Permit, and §14.82 – Nonconforming Uses; and to approve an Exemption pursuant to §15301, §15302, and §15332 of the California Environmental Quality Act (CEQA) Guidelines. The application involves APN 003-435-006, addressed as 4788 and 4792 Dorrance Way.

The Planning Commission voted 4-0 to approve the project as submitted.

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
April 08, 2024

ITEM FOR COUNCIL CONSIDERATION

Expenditures for the period beginning March 18, 2024 and ending March 29, 2024.

STAFF RECOMMENDATION

Receive and file Warrant Register for the period of March 18, 2024, through March 29, 2024, pursuant to Carpinteria Municipal Code 2.08.150(F).

DISCUSSION

As part of each regular City Council agenda, a list of all checks (attached) dispersed since the last reporting period is presented to the City Council pursuant to C.M.C. 2.08.150(F). The report is provided for City Council and public information and serves as staff's verification that the expenditures have been reviewed and are within budgeted appropriations.

FINANCIAL CONSIDERATIONS

The warrant register is designed to communicate fiscal activity since the prior reporting period.

ATTACHMENTS

Attachment A: Warrant Register for the period beginning March 18, 2024 and ending March 29, 2024.

Staff contact: Brenda Robinson, Accounting Specialist
(805) 755-4442, BrendaR@carpinteriaca.gov

Signature

Staff contact: Licette Maldonado, Admin Services Dir.
(805) 755-4448, LicetteM@carpinteriaca.gov

Signature

Reviewed by: Michael Ramirez, City Manager
(805) 755-4450, MichaelR@carpinteriaca.gov

Signature

Warrant Register

Carpinteria, CA

Date Range: 03/18/2024 - 03/29/2024

Vendor Number / Payable #	Vendor Name / Payable Type	Payable Description	Payment Date	Payment Amount	Number
Bank Code: AP Bank-AP Bank					
Payment Type: Regular					
	AMAZON CAPITAL SERVICES INC		03/21/2024	2,207.26	103225
16F4-GNPT-GYRF	Invoice	KRAFT PAPER TAPE FOR LIBRARY			
1CTV-HCLL-MYN4	Invoice	BOOKS FOR LIBRARY			
1GND-LFFD-CYY9	Invoice	POST ITS,TAPE,TAPE DSIPENSER FOR FINANCE			
1J7J-DNGQ-H4WG	Invoice	BOOKS FOR LIBRARY			
1K9H-JFXV-PK7K	Invoice	ENVELOPES FOR COMMUNITY DEVELOPMENT DEPT.			
1M67-CYQN-DKGN	Invoice	ZIP BOOKS-B. CAMPBELL			
1MFM-96D9-F4RL	Invoice	LABELS,DOG BAGS,STAPLER,PICTURE HANGER, FOR OFFICE			
1N4Y-YKTT-VQPM	Invoice	BOOKS FOR LIBRARY			
1NQ7-YK3F-X99G	Invoice	BOOKS FOR LIBRARY			
1QJ4-JMX9-WR41	Invoice	BOOKS FOR LIBRARY			
1T43-3Q1G-YTDK	Invoice	ECLIPSE GLASSES FOR LIBRARY PROGRAM			
1V4C-GYW6-WRYN	Invoice	BOOKS FOR LIBRARY			
1VYP-7TP7-W9F9	Invoice	BOOKS FOR LIBRARY			
1WHW-R3W9-H7H1	Credit Memo	BOOKS FOR LIBRARY			
1X3P-GKFD-14MV	Invoice	TONER FOR POOL			
1XGD-GVGQ-D9FV	Invoice	FLAGS FOR LAWN MARKING BLUFFS			
1XRM-KJD7-QMLL	Credit Memo	BOOKS FOR LIBRARY			
	Void		03/21/2024	-	103226
	AQUASOURCE		03/21/2024	6,042.96	103227
404335	Invoice	BLUE TABLETS FOR POOL 3/8/24			
	BAY ALARM		03/21/2024	186.75	103228
21264453	Invoice	POOL ALARM SERVICES 4/1/24-6/30/24			
	BIG GREEN CLEANING COMPANY		03/21/2024	5,099.00	103229
643028	Invoice	MAR24 CONTRACTED CLEANING SERVICES AT POOL			
643064	Invoice	MAR24 CONTRACTED CLEANING SERVICES AT SEASIDE			
643065	Invoice	MAR24 CONTRACTED CLEANING SERVICES CITY & VETS			
	CA DEPT OF JUSTICE		03/21/2024	64.00	103230
719921	Invoice	FEB24 FINGERPRINT APPLICATIONS			
	CANNON		03/21/2024	1,039.25	103231
87589	Invoice	FEB24 VENOCO PIPELINE ABANDONMENT			
87593	Invoice	FEB24 DESIGN SERVICE-700 LINDEN AVE			
	CARPINTERIA ARTS CENTER		03/21/2024	2,000.00	103232
9019	Invoice	COMMUNITY ART PROJECT FOR CHALK WALK			
	CARPINTERIA VALLEY LUMBER CO		03/21/2024	38.44	103233
531606	Invoice	GREEN PAINT AND SPRAY PAINT FOR SHOP			
	COAST AUTO PARTS INC		03/21/2024	98.10	103234
776009	Invoice	STA-PLEX GREASE FOR SHOP			
	COASTAL VIEW NEWS		03/21/2024	799.00	103235
60962	Invoice	SANTA MONICA CREEK RESTORATION AD 3/7/24			
60993	Invoice	COASTAL LAND USE PLAN MEETINGS AD 3/14/24			
60994	Invoice	NOTICE OF PUBLIC HEARING AD 3/14/24			
	CONNOR NEMETZ		03/21/2024	55.00	103236
INV0005439	Invoice	FEB24 COASTAL CHAMPIONSHIP MEET-REFUND			
	COUNTY SANITATION COMPANY INC STEWARTS & SELZEF		03/21/2024	710.00	103237
63820	Invoice	NEW TOILET FOR VIOLA PARK RESTROOM			
	COX BUSINESS		03/21/2024	135.99	103238

MAR24 001 3011 028450702	Invoice	MAR24 VETS HALL INTERNET-PHONE SERVICE			
	DAN CHEPLEY		03/21/2024	182.10	103239
INV0005437	Invoice	UTILITY WORK BOOTS REIMBURSEMENT			
	ENCOMPASS CONSULTANT GROUP INC		03/21/2024	4,307.50	103240
05354	Invoice	FEB24 PAVEMENT MAINTENANCE			
	EVERYWHERE RIGHT NOW		03/21/2024	190.00	103241
3849	Invoice	FEB24 WEBSITE PROGRAMMING FOR CITY HALL			
	FENCE FACTORY		03/21/2024	9,814.00	103242
234592	Invoice	REPAIRS TO CHAIN FENCE FOR FARM			
234593	Invoice	REPAIR OF CHAIN LINK FENCE FOR FARM			
	GILBERT PUNSALAN		03/21/2024	145.52	103243
INV0005440	Invoice	PETTY CASH REPLENISHMENT 3/18/24			
	GRANICUS		03/21/2024	11,603.45	103244
180087	Invoice	4/1/24-3/31/25 GOVT TRANSPARENCY HARDWARE RENEW			
	HAAKER EQUIPMENT COMPANY		03/21/2024	4,043.03	103245
W1A790	Invoice	REPLACE BROOMS & DRAG SHOES FOR SWEEPER 2/29/24			
	JAYNE DIAZ		03/21/2024	712.14	103246
INV0005435	Invoice	APR24 MEDICAL REIMBURSMENT			
	LARRY DRIGGERS		03/21/2024	712.14	103247
INV0005433	Invoice	APR24 MEDICAL REIMBURSMENT			
	MARY ANN COLSON		03/21/2024	712.14	103248
INV0005434	Invoice	APR24 MEDICAL REIMBURSMENT			
	MISSION UNIFORM SERVICE		03/21/2024	710.14	103249
521144711	Invoice	MAT REPLACEMENT, UNIFROM CLEANING 3/4/24			
521144712	Invoice	TOWEL & MAT REPLACEMENT FOR CITY HALL 3/4/24			
521192412	Invoice	TOWEL & MAT REPLACEMENT-VETS HALL 3/11/24			
521192423	Invoice	TOWEL & MAT REPLACEMENT-VETS HALL 3/11/24			
521192424	Invoice	NEW UNIFROM & MAT REPLACEMENT 3/11/24			
521192426	Invoice	TOWEL & MAT REPLACEMENT FOR CITY HALL 3/11/24			
	POLICORE INC.		03/21/2024	3,390.25	103250
403271	Invoice	IT SERVICES-LIBRARY NOV23			
	QUADIENT FINANCE USA INC		03/21/2024	500.00	103251
JAN2024 7900 0440 8110 0954	Invoice	POSTAGE FOR CITY HALL JAN23			
	RISDON'S 76 SERVICE		03/21/2024	1,637.82	103252
1933	Invoice	CAR WASH FOR UNIT 250 2/11/24			
6621	Invoice	CAR WASH FOR UNIT 255 2/24/24			
A80758	Invoice	NEW TIRES & ALIGNMENT FOR UNIT 414 2/7/24			
	SANSUM CLINIC		03/21/2024	414.00	103253
76615	Invoice	PRE-HEALTH SCREENING FOR P & R ATTENDANT			
	SANTA BARBARA PEST CONTROL		03/21/2024	95.00	103254
25142	Invoice	MAR24 PEST CONTROL AT POOL			
	SANTA BARBARA SAND & TOP SOIL CORP		03/21/2024	2,586.19	103255
197689	Invoice	GRAVEL FOR MONTE VISTA PARK 3/12/24			
197722	Invoice	GRAVEL MAINTENANCE FOR YARD 3/12/24			
	SO CA EDISON		03/21/2024	9,297.95	103256
MAR24 700405192484	Invoice	FEB24 ELECTRICITY-MULTIPLE LOCATIONS			
MAR24 700474689651	Invoice	FEB24 ELECTRICITY-4683 9TH ST			
	STAPLES ADVANTAGE		03/21/2024	183.37	103257
3559505760	Invoice	FOLDERS,TAPE DSPR,SCISSORS,RULER,COPY PAPER			
	THE WHARF		03/21/2024	160.01	103258
205484	Invoice	WORK BOOTS FOR FRANCISCO MORALES			
	TRI-CO REPROGRAPHICS		03/21/2024	76.20	103259
196045	Invoice	SCANNING SMALL FORMAT, FILE RENAME 3/6/24			

196051	Invoice	SCANNING SMALL FORMAT, FILE RENAME 3/6/24			
196061	Invoice	SCANNING SMALL FORMAT, FILE RENAME 3/6/24			
196062	Invoice	SCANNING SMALL FORMAT, FILE RENAME 3/6/24			
196063	Invoice	SCANNING SMALL FORMAT, FILE RENAME 3/6/24			
196064	Invoice	SCANNING SMALL FORMAT, FILE RENAME 3/6/24			
196066	Invoice	SCANNING SMALL FORMAT, FILE RENAME 3/6/24			
196069	Invoice	SCANNING SMALL FORMAT, FILE RENAME 3/6/24			
196070	Invoice	SCANNING SMALL FORMAT, FILE RENAME 3/6/24			
196071	Invoice	SCANNING SMALL FORMAT, FILE RENAME 3/6/24			
196072	Invoice	SCANNING SMALL FORMAT, FILE RENAME 3/6/24			
196073	Invoice	SCANNING SMALL FORMAT, FILE RENAME 3/6/24			
	TRUE NORTH COMPLIANCE SERVICES INC		03/21/2024	860.08	103260
24-02-039	Invoice	FEB24 BUILDING AND SAFEY PERMITS MULTIPLE LOC.			
	TWO TRUMPETS COMMUNICATIONS		03/21/2024	5,550.00	103261
1362	Invoice	FEB24 COMMUNICATION SERVICES			
	TYLER BUSINESS FORMS		03/21/2024	860.62	103262
92364	Invoice	A/P CHECKS 2000CT			
	TYLER TECHNOLOGIES INC		03/21/2024	90.00	103263
025-454797	Invoice	INCODE PCI SERVICE FEE APR24-SEP24			
	UNIQUE MANAGEMENT SERVICES INC		03/21/2024	65.00	103264
6123517	Invoice	MAR24 LOST LIBRARY BOOKS			
	UNITED PET CARE		03/21/2024	35.00	103265
30029791	Invoice	MAR24 INSURANCE PREMIUMS			
	VILLAGE POOL SUPPLY		03/21/2024	236.10	103266
48313	Invoice	CHLORIDE, ACID FOR POOL 2/8/24			
	VITAL RECORDS CONTROL		03/21/2024	95.00	103267
4096346SBP1	Invoice	MAR24 CONTRACTED SHREDDING SERVICES			
	WAXIE SANITARY SUPPLY		03/21/2024	357.80	103268
82326210	Invoice	BATH TISSUE, TRASH BAGS - CITY HALL 3/5/24			
	WEST COAST ARBORISTS INC		03/21/2024	12,700.00	103269
211638	Invoice	TREE MAINTENANCE 2/5/24-2/9/24			
	WILL MEDINA		03/21/2024	30.00	103270
INV0005438	Invoice	LIVESCAN-FINGERPRINTING FOR PRE-EMPLOYMENT			
	WILLIAMS SCOTSMAN INC.		03/21/2024	2,696.81	103271
9020119811	Invoice	FEB24 LEASE FOR PARK & REC MOBILE OFFICE			
	MISSIONSQUARE		03/21/2024	7,752.79	103272
INV0005456	Invoice	Deferred Compensation Contribution-Part Time Emp			
INV0005457	Invoice	MissionSquareEmployee Contributions			
INV0005458	Invoice	MISSIONSQUARE Employee Contributions			
	SEIU LOCAL 620		03/21/2024	258.96	103273
INV0005459	Invoice	Employee Union Dues Contribution			
	AFLAC		03/28/2024	179.85	103274
291275	Invoice	MARCH 2024 EMPLOYEE PREMIUMS			
	AMAZON CAPITAL SERVICES INC		03/28/2024	752.77	103275
1MJL-TYKV-7431	Invoice	PAPER & ENVELOPES FOR CDD			
1X1J-9J1G-4VVP	Invoice	PRINTER FOR A/P & P/R			
	BIG GREEN CLEANING COMPANY		03/28/2024	1,170.00	103276
644261	Invoice	FEB24 HOMELESS CLEANUP BLUFFS 2/16/24			
	BROWNSTEIN HYATT FARBER SCHRECK		03/28/2024	90,294.50	103277
975604	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 1/31/24			
975606	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 1/31/24			
975607	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 1/31/24			
975609	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 1/31/24			
975610	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 1/31/24			
975611	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 1/31/24			

975612	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 1/31/24			
	CANNON		03/28/2024	729.50	103278
87730	Invoice	FEB24 DESIGN SERVICE-650 COCHA LOMA DR			
	CANON FINANCIAL SERVICES INC		03/28/2024	1,249.52	103279
32254318	Invoice	MAR24 MAINT & SERVICE CANON PRINTERS			
	CARPINTERIA VALLEY LUMBER CO		03/28/2024	116.50	103280
531779	Invoice	12QT SEED STARTER			
532047	Invoice	PITCHING MACHINE REPAIRS FOR EL CARRO PARK			
532369	Invoice	NEW EXTERIOR LIGHT FOR POOL BACK AREA			
	CHEVRON U.S.A. INC		03/28/2024	271,161.00	103281
INV0005468	Invoice	MAR24 CASITAS PIER LEASE PAYMENT			
	COAST AUTO PARTS INC		03/28/2024	308.54	103282
776152	Invoice	MOTOR OIL FOR TRUCK 324			
776227	Invoice	FUEL ADDITIVE FOR STREET SWEEPER			
776239	Invoice	NEW BATTERY FOR TRUCK 325			
	FRONTIER COMMUNICATIONS		03/28/2024	327.92	103283
MAR24 805-684-4314-063022-5	Invoice	MAR24 PHONE & INTERNET SERVICES FOR LIBRARY			
MAR24 805-684-7613-042205-5	Invoice	MAR24 PHONE & INTERNET FOR LG TOWER & BOATHOUSE			
	GUARDIAN		03/28/2024	8,936.24	103284
MAR24 PREMIUMS	Invoice	MAR24 PREMIUMS			
	HAAKER EQUIPMENT COMPANY		03/28/2024	11,772.00	103285
E5A06I	Invoice	2/14/24-3/12/24 HAAKER STREET SWEEPER RENTAL			
	HDL SOFTWARE LLC		03/28/2024	1,673.57	103286
SIN036497	Invoice	JAN-MAR24 NEW ACCOUNTS PROCESSED/STR RETURNS			
SIN036594	Invoice	JAN-MAR24 NEW ACCOUNTS PROCESSED/STR RETURNS			
	INFOARMOR INC		03/28/2024	71.80	103287
6456Mar24	Invoice	MAR24 IDENTITY THEFT EMPLOYEE PREMIUMS			
	MARINE RESCUE PRODUCTS INC		03/28/2024	3,585.00	103288
168498A	Invoice	BEACH CHAIRS WITH WHEELS			
	MCCORMIX CORP		03/28/2024	274.13	103289
16081	Invoice	FUEL FOR CITY VEHICLES			
	MISSION UNIFORM SERVICE		03/28/2024	193.08	103290
521230785	Invoice	MAT REPLACEMENT, UNIFORM CLEANING 3/18/24			
521230786	Invoice	TOWEL & MAT REPLACEMENT FOR CITY HALL 3/18/24			
	MNS ENGINEERS INC		03/28/2024	860.57	103291
85245	Invoice	DEC23 SURVEY FOR 4954 FIFTH ST			
85246	Invoice	DEC23 SURVEY FOR 4716 SEVENTH ST			
	POLICORE INC.		03/28/2024	6,073.29	103292
403269	Invoice	IT SERVICES/EQUIPMENT-CITY HALL FEB24			
403270	Invoice	IT SERVICES-LIBRARY OCT23			
	QUADIENT FINANCE USA INC		03/28/2024	500.00	103293
MAR2024 7900 0440 8110 0954	Invoice	POSTAGE FOR CITY HALL 3/18/24			
	ROCKWELL PRINTING		03/28/2024	49.05	103294
44119	Invoice	BUSINESS CARDS FOR SYNDI SOUTER			
	RRM DESIGN GROUP		03/28/2024	1,330.00	103295
2911-01-0224	Invoice	MAR24 FRANKLIN CREEK TRAIL IMPROVEMENT			
	SANTA BARBARA PEST CONTROL		03/28/2024	130.00	103296
25727	Invoice	MAR24 PEST CONTROL VETS HALL			
25732	Invoice	MAR24 PEST CONTROL CITY HALL			
	SO CA EDISON		03/28/2024	84.83	103297
MAR24 700163777874	Invoice	MAR24 ELECTRICITY-6145 CARPINTERIA AVE			
	STAPLES ADVANTAGE		03/28/2024	112.25	103298
3561503189	Invoice	COPY PAPER			

	TRANSAMERICA EMPLOYEE BENEFITS		03/28/2024	507.78	103299
2505320402	Invoice	MAR24 EMPLOYEE PREMIUMS			
	VILLAGE POOL SUPPLY		03/28/2024	452.62	103300
48527	Invoice	CHLORIDE,ACID FOR POOL			
	WAXIE SANITARY SUPPLY		03/28/2024	2,402.56	103301
82341622	Invoice	BATH TISSUE, DOGGIE TRASH BAGS FOR ALL PARKS			
82348779	Invoice	DOGGIE WASTE BAGS FOR ALL PARKS			
	WESTERN EXTERMINATOR COMPANY		03/28/2024	82.05	103302
58426480	Invoice	MAR24 PEST CONTROL AT CLINIC 3/4/24			
	WEX BANK (CHEVRON)		03/28/2024	1,723.21	103303
95853070	Invoice	MAR24 FUEL FOR CITY VEHICLES			
	MISSIONSQUARE		03/27/2024	4,240.39	103304
INV0005470	Invoice	M. RAMIREZ CONTRIBUTIONS			
	EDD-SDI		03/21/2024	1,855.14	DFT0003239
PR06 03/21/2024	Invoice	PR06 03/21/2024 SDI TAX PAYMENT			
	EDD-SIT		03/21/2024	6,857.68	DFT0003240
PR06 03/21/2024	Invoice	PR06 03/21/2024 SIT TAX PAYMENT			
	INTERNAL REVENUE SERVICE		03/21/2024	20,495.43	DFT0003241
PR06 03/21/2024	Invoice	PR06 03/21/24 FEDERAL TAX PAYMENT			
	CalPERS		03/21/2024	13,555.93	DFT0003242
3/2/24-3/15/24 CLASSIC	Invoice	CLASSIC RETIREMENT CONTRIBUTION 3/2/24-3/15/24			
	CalPERS		03/21/2024	11,202.38	DFT0003243
3/2/24-3/15/24 PEPRA	Invoice	PEPRA RETIREMENT CONTRIBUTION 3/2/24-3/15/24			

RESOLUTION NO. 6302

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA, CONGRATULATING RICK OLMSTEAD UPON BEING NAMED CARPINTERIAN OF THE YEAR FOR 2023

WHEREAS, Rick Olmstead is a lifelong resident of Carpinteria spending his employment years as a teacher and coach in the Carpinteria Unified School District mentoring thousands of our youth; and

WHEREAS, Rick Olmstead spends his retirement years caring for the Carpinteria beaches he loves; and

WHEREAS, Rick Olmstead was the driving force in starting "The Lunch Bunch" and "Carpinteria Homeless Outreach Group", both organizations transforming the lives of many of our less fortunate citizens; and

WHEREAS, Rick Olmstead regularly lends a helping hand at the St. Joseph Retail Shop, the SB Food Bank, the SB Rescue Mission and his own local church; and

WHEREAS, Rick Olmstead is a quiet, humble, honest man of integrity who never seeks recognition for his good deeds.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. The above recitals are true and correct, and incorporated herein by reference.

SECTION 2. The City Council of the City of Carpinteria recognizes and commends Rick Olmstead as "2023 Carpinterian of the Year," for his years of dedication towards the betterment of the community and its citizens.

PASSED, APPROVED AND ADOPTED on the 8th day of April, 2024, by the following vote:

AYES: COUNCILMEMBER(S):

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

ABSTAIN: COUNCILMEMBER(S):

_____
Mayor, City of Carpinteria

ATTEST:

_____
Brian C. Barrett, CMC, CPMC
City Clerk, City of Carpinteria

I hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Carpinteria held on April 8, 2024.

_____
Brian C. Barrett, CMC, CPMC
City Clerk, City of Carpinteria

APPROVED AS TO FORM:

_____
Jena Shoaf Acos, on behalf of Brownstein
Hyatt Farber Schreck, LLP acting as
City Attorney of the City of Carpinteria

RESOLUTION NO. 6303

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA, CONGRATULATING LIZBETH ALPIZAR FARFAN UPON BEING NAMED JUNIOR CARPINTERIAN OF THE YEAR FOR 2023

WHEREAS, Lizbeth Alpizar Farfan is an outstanding student at Carpinteria High School, she received the National Hispanic Recognition Award, is an AP Scholar with Distinction, was on the President's Honor Roll, has a GPA of 4.7, having completed an unprecedented 9 AP Courses; and

WHEREAS, Lizbeth Alpizar Farfan has participated in AVID, STEM, MESA (Mathematics, Engineering, Science Achievement) Club as Co-President, REACH (a selective experimental educational program helping high school students transition to college), Mission Scholars of Santa Barbara, and Girls Inc Eureka program since 7th grade; and

WHEREAS, this highly motivated student has volunteered at Santa Barbara Cottage Hospital and Planned Parenthood and has regularly held part-time jobs; and

WHEREAS, Lizbeth Alpizar Farfan is active in CHS athletics serving as Captain of the Girls Basketball team and honored as Best Defensive Player for 3 years, serves as Captain of the Court for CHS Girls Volleyball, and plays on the CHS Girls Softball team.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. The above recitals are true and correct, and incorporated herein by reference.

SECTION 2. The City Council of the City of Carpinteria recognizes and commends Lizbeth Alpizar Farfan as the "2023 Junior Carpinterian of the Year," honoring her outstanding scholarship, personal commitment to giving back to the community and leadership qualities at Carpinteria High School.

PASSED, APPROVED AND ADOPTED on the 8th day of April, 2024, by the following vote:

AYES: COUNCILMEMBER(S):

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

ABSTAIN: COUNCILMEMBER(S):

_____
Mayor, City of Carpinteria

ATTEST:

_____
Brian C. Barrett, CMC, CPMC
City Clerk, City of Carpinteria

I hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Carpinteria held on April 8, 2024.

_____
Brian C. Barrett, CMC, CPMC
City Clerk, City of Carpinteria

APPROVED AS TO FORM:

_____
Jena Shoaf Acos, on behalf of Brownstein
Hyatt Farber Schreck, LLP acting as
City Attorney of the City of Carpinteria

RESOLUTION NO. 6304

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA, CONGRATULATING JACK NIEDERPREUM UPON BEING NAMED VOLUNTEER OF THE YEAR FOR 2023

WHEREAS, Jack Niederpreum has been a stellar volunteer at the library for a year, consistently shelving books weekly with unwavering dedication; and

WHEREAS, beyond his regular duties, Jack goes above and beyond, assembling IKEA furniture and saving valuable staff time; and

WHEREAS, Jack extends his generosity by volunteering with the Wednesday Lunch Bunch for homeless outreach every week, in addition to driving for HELP at least once a week; and

WHEREAS, Jack's responsible and positive demeanor, coupled with his excellent communication skills, make him a standout volunteer who significantly contributes to our community; and

WHEREAS, Jack's volunteerism adds up to at least twelve hours per week.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. The above recitals are true and correct, and incorporated herein by reference.

SECTION 2. The City Council of the City of Carpinteria recognizes and commends Jack Niederpreum as "2023 Volunteer of the Year," for his dedication towards the betterment of the community and its citizens.

PASSED, APPROVED AND ADOPTED on the 8th day of April, 2024, by the following vote:

AYES: COUNCILMEMBER(S):

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

ABSTAIN: COUNCILMEMBER(S):

_____
Mayor, City of Carpinteria

ATTEST:

_____
Brian C. Barrett, CMC, CPMC
City Clerk, City of Carpinteria

I hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Carpinteria held on April 8, 2024.

_____
Brian C. Barrett, CMC, CPMC
City Clerk, City of Carpinteria

APPROVED AS TO FORM:

_____
Jena Shoaf Acos, on behalf of Brownstein
Hyatt Farber Schreck, LLP acting as
City Attorney of the City of Carpinteria

RESOLUTION NO. 6305

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA, CONGRATULATING COASTAL VIEW NEWS UPON BEING NAMED OUSTANDING COMMUNITY BUSINESS OF 2023

WHEREAS, Coastal View News serves the entire community of Carpinteria as our local news source; and

WHEREAS, Coastal View News has operated in the Carpinteria Valley for the past 30 years and provides this newspaper free to readers; and

WHEREAS, Coastal View News maintains a reader-friendly mix of hard news and stories with heart; and

WHEREAS, Coastal View News continues to weave itself into the lives and hearts of the Carpinteria Valley's residents; and

WHEREAS, Coastal View News is always packaged and delivered by professional journalists with the utmost integrity.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. The above recitals are true and correct, and incorporated herein by reference.

SECTION 2. The City Council of the City of Carpinteria recognizes and commends Coastal View News as "2023 Outstanding Community Business" for their years of dedication towards the betterment of the community and its citizens.

PASSED, APPROVED AND ADOPTED on the 8th day of April, 2024, by the following vote:

AYES: COUNCILMEMBER(S):

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

ABSTAIN: COUNCILMEMBER(S):

_____
Mayor, City of Carpinteria

ATTEST:

_____
Brian C. Barrett, CMC, CPMC
City Clerk, City of Carpinteria

I hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Carpinteria held on April 8, 2024.

_____
Brian C. Barrett, CMC, CPMC
City Clerk, City of Carpinteria

APPROVED AS TO FORM:

_____
Jena Shoaf Acos, on behalf of Brownstein
Hyatt Farber Schreck, LLP acting as
City Attorney of the City of Carpinteria

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
April 8, 2024

ITEM FOR COUNCIL CONSIDERATION

Approval and adoption of Resolution No. 6307, declaring certain City-owned property/equipment as surplus assets and authorizing disposal.

STAFF RECOMMENDATION

Approve and adopt Resolution No. 6307, declaring certain City-owned property/equipment as surplus assets and authorizing disposal.

Sample Motion: I move to approve and adopt Resolution No. 6307, as read by title only.

BACKGROUND/DISCUSSION

Inventory of certain City-owned property/equipment that is listed in Exhibit 1 of Resolution No. 6307, as shown as Attachment A, has been designated for surplus. Designated surplus property/equipment is the former emergency generator that was used at the time of occupancy in the temporary City Hall facility at 4180 Via Real from 2018 to 2019 during the renovation of City Hall. See Attachment B for photographs of the property/equipment.

The purpose of this agenda matter is for the City Council to approve and adopt Resolution No. 6307, declaring certain City-owned property/equipment as surplus assets and authorizing disposal.

POLICY CONSISTENCY

Carpinteria Municipal Code Section 3.32.050 authorizes the City Manager, as purchasing officer, in part, to supervise the exchange or trade-in of all supplies and equipment that have become unsuitable for City use. The disposal of assets requires Council approval.

FINANCIAL CONSIDERATIONS

Any proceeds from the sale of surplus assets would be accounted for as revenue to the City's General Fund.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The recommendation is in accordance with Carpinteria Municipal Code Section 3.32.050 (Surplus supplies—Trade-ins authorized). Taking out of service and disposing of equipment that is no longer needed or in disrepair is consistent with the City's risk management interests.

OPTIONS

1. Approve and adopt Resolution No. 6307, declaring certain City-owned property/equipment as surplus assets and authorizing disposal. (Staff recommendation)
2. Do not approve the resolution and direct staff as determined appropriate.

PRINCIPAL PARTIES EXPECTED AT MEETING

None.

ATTACHMENTS

Attachment A: Resolution No. 6307
Attachment B: Property/Equipment Photographs

Staff contact:
Stephon Downes, Management Analyst
(805) 755-4446; stephond@carpinteriaca.gov

Signature

Reviewed by:
John L. Ilasin, Public Works Director
(805) 880-3402; johni@carpinteriaca.gov

Signature

Reviewed by:
Licette Maldonado, Administrative Services Director
(805) 755-4448; licettem@carpinteriaca.gov

Signature

Reviewed by:
Dave Durflinger, City Manager
(805) 755-4400; daved@carpinteriaca.gov

Signature

ATTACHMENT A

Resolution No. 6307

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RESOLUTION NO. 6307

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA DECLARING CERTAIN CITY-OWNED PROPERTY/EQUIPMENT AS SURPLUS ASSETS AND AUTHORIZING DISPOSAL

WHEREAS, The City-owned property/equipment shown in Exhibit 1 to this Resolution has been determined to be inoperative, obsolete or otherwise no longer suitable for service; and

WHEREAS, Carpinteria Municipal Code Section 3.32.050 (Surplus supplies—Trade-ins authorized) authorizes the City Manager, as purchasing officer, in part, to supervise the exchange or trade-in of all supplies and equipment that have become unsuitable for City use.

NOW, THEREFORE, BE IT RESOLVED as follows:

The City Council declares said City-owned property/equipment shown in Exhibit 1 as surplus assets and authorizes the City Manager to dispose of such surplus assets.

PASSED, APPROVED AND ADOPTED on April 8, 2024, by the following vote:

AYES: COUNCILMEMBER(S):

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

ABSTAIN: COUNCILMEMBER(S):

_____
Mayor, City of Carpinteria

ATTEST:

_____
Brian C. Barrett, CMC, CPMC
City Clerk, City of Carpinteria

I hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Carpinteria held on April 8, 2024.

Brian C. Barrett, CMC, CPMC
City Clerk, City of Carpinteria

APPROVED AS TO FORM:

Jena Shoaf Acos, on behalf of Brownstein
Hyatt Farber Schreck, LLP acting as
City Attorney of the City of Carpinteria

Exhibit 1 to Resolution No. 6307

INVENTORY

Quantity	Item Description	Year	Serial No.
1	Generator, Diesel, Trailer Mount, Caterpillar Model No. XQ125	2018	CATXQ125JCK500392

Quantity	Item Description	Year	Serial No.
1	Generator, Diesel, Trailer Mount, Caterpillar Model No. XQ125	2018	CATXQ125JCK500392

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
April 8, 2024

ITEM FOR COUNCIL CONSIDERATION

Resolution No. 6306, Approving the Road Maintenance and Rehabilitation Account Fiscal Year 2024-25 Project List.

STAFF RECOMMENDATION

Adopt Resolution No. 6306, approving the Road Maintenance and Rehabilitation Account Fiscal Year 2024-25 Project List.

Sample Motion: I move to adopt Resolution No. 6306, as read by title only.

BACKGROUND

On April 28, 2017, the Governor signed Senate Bill (SB 1), which is known as the Road Repair and Accountability Act of 2017. SB 1 increased fuel excise taxes, diesel fuel sales taxes, and vehicle registration fees to address basic road maintenance, rehabilitation, and critical safety needs for state highways and local streets and roads.

On November 1, 2017, the State Controller (Controller) began depositing various portions of SB 1 funding into the Road Maintenance and Rehabilitation Account (RMRA). A percentage of the RMRA funding is apportioned by formula to eligible local agencies (i.e. cities and counties) pursuant to California Streets and Highways Code Section 2032(h). The Controller apportions RMRA funds on a monthly basis to eligible cities using a process and system similar to that of Highway Users Tax Account apportionments. RMRA funding is continuously apportioned and is not provided on a reimbursement basis.

SB 1 emphasizes the importance of accountability and transparency in the delivery of California's transportation programs. To be eligible for RMRA funding, local agencies must provide annual RMRA project reports to the California Transportation Commission (Commission). The Commission first receives the project lists, determines completeness and compliance with basic statutory requirements, and finally approves and submits a statewide list to the Controller for local agencies that are eligible to receive RMRA funding apportionments.

The purpose of this agenda matter is for the City Council to consider adopting Resolution No. 6306, granting approval of the Fiscal Year 2024-25 RMRA project list for submittal to the State.

DISCUSSION

RMRA funds must be used for road maintenance and rehabilitation, safety projects, railroad grade separations, traffic control devices, complete street components including active transportation purposes such as pedestrian and bicycle safety projects, transit facilities, and drainage and stormwater capture projects. RMRA funds may also be used to satisfy a match requirement in order to obtain state and/or federal funds for projects. The key requirements for use of RMRA funds are as follows:

- A list of projects that are proposed to be funded with RMRA funds must be submit to the Commission. All projects proposed to receive funding must be adopted by resolution by the local agency's governing body at a regular public meeting.
- For each fiscal year in which RMRA funds are received and expended, local agencies must submit to the Commission a report that details the expenditure of all RMRA funds.
- A local agency receiving an apportionment of RMRA funds is required to sustain a maintenance of effort (also known as MOE) by spending at least the annual average of its general fund expenditures for street, road, and highway purposes from the city's general fund.
- By July 1, 2024, local agencies receiving RMRA funds must follow guidelines developed by the California Workforce Development Board that address participation and investment in, or partnership with, new or existing pre-apprenticeship training programs. These programs focus on outreach to women, minority participants, underrepresented subgroups, formerly incarcerated individuals, and local residents to access training and employment opportunities.

Project List Submittal

The project list must include project descriptions including the general location of each project, estimated schedules of each project's completion, and estimated useful life of each project. Local agencies may include project information for future fiscal years, but are expected to update the project list as needed every fiscal year prior to submittal to the Commission. Resolution No. 6306, as shown as Attachment A, shows the City's project list as Exhibit 1. The project list proposes to use the City's Fiscal Year 2024-25 RMRA funding allocation for the 2022 Pavement Rehabilitation Project.

Local agencies must submit a project list and supporting documentation by July 1st of each year to the Commission. All materials must be provided electronically using the state's online submittal tool. After reviewing submittals for completeness, the Commission reports to the Controller the jurisdictions that are eligible to receive RMRA funding. Upon receipt of the list from the Commission, the Controller is expected to apportion funds to the cities and counties included on the list. All project lists and

support documentation as submitted by the local agencies will be posted on the Commission's website.

Project Expenditure Reporting and Auditing

For each fiscal year in which an apportionment of RMRA funds are received and upon expenditure of funds, local agencies must submit documentation to the Commission detailing the expenditure of those funds and include a description and location of each completed project, the amount of funds expended on the project, the completion date, and the estimated useful life of the project. The project expenditure reporting process provides an opportunity for local agencies to report on the progress and expenditures associated with multi-year projects that are not yet complete. Local agencies must also submit a Completed and In-Progress Project Report by December 1 of each year to the Commission. The report must also be submitted electronically to the state.

Upon receipt of project expenditure reports, Commission staff reviews submittals to ensure completeness. All completed project expenditure reports as submitted by local agencies will be posted to the Commission's website. The Commission analyzes the completed project expenditure reports and aggregates the project information to provide both statewide and local level summary information. This information is then posted to the Commission's website within a month of the program update being delivered at the Commission's meeting in January of each year and included in the Commission's Annual Report to the Legislature.

POLICY CONSIDERATIONS

The requirements for use of RMRA funds are codified in California Streets and Highways Code Sections 2034, 2036, 2037, and 2038.

FINANCIAL CONSIDERATIONS

The statewide fuel taxes imposed via SB1 are charged on a per gallon basis and therefore proceeds are affected by the volume of fuel sales rather than the price of fuel, which tends to be more volatile. Based on the California Department of Finance statewide revenue projections for Fiscal Year 2024-25, the City is expecting to receive an estimated $336,667 in RMRA funds, which is an increase of 9.9% over the current fiscal year. The budgeting of RMRA expenditures will be a part of the budget process in Fiscal Year 2024-25.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The recommendation is consistent with state law in order for the City to receive RMRA revenue allocations.

OPTIONS

The City Council could choose to:

1. Adopt Resolution No. 6306, approving the Road Maintenance and Rehabilitation Account Fiscal Year 2024-25 Project List. (Staff recommendation)
2. Amend the proposed project list as determined appropriate.
3. The City Council could choose to not approve the recommendation and direct staff as determined appropriate; however, without an adopted resolution and project list, the City would not receive RMRA funds in Fiscal Year 2024-25. This would represent a loss of revenue for pavement maintenance and rehabilitation projects.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: Resolution No. 6306

Staff contact:
Stephon Downes, Management Analyst
(805) 755-4446; stephond@carpinteriaca.gov

Signature

Reviewed by:
John L. Ilasin, Public Works Director
(805) 880-3402; johni@carpinteriaca.gov

Signature

Reviewed by:
Licette Maldonado, Administrative Services Director
(805) 755-4448; licettem@carpinteriaca.gov

Signature

Reviewed by:
Michael Ramirez, City Manager
(805) 755-4400; michealr@carpinteriaca.gov

Signature

ATTACHMENT A

Resolution No. 6306

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RESOLUTION No. 6306

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024-25 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of Carpinteria are aware of the projects proposed for funding in the City and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated $336,667 in RMRA funding in Fiscal Year 2024-25 from SB 1; and

WHEREAS, this is the eighth year in which the City is receiving SB 1 funding and these funds enable the City to better maintain and rehabilitate public streets, roads and sidewalks, add active transportation infrastructure, and improve drainage infrastructure throughout the City; and

WHEREAS, the City Council has held a public meeting on April 8, 2024 to ensure public input is included in the process of determining priorities/projects for inclusion on the project list; and

WHEREAS, the City's system-wide Pavement Condition Index is currently a 57 "fair" and the City seeks to improve the overall quality of its roadway pavement system by delivering a greater frequency of pavement management projects; and

WHEREAS, the SB 1 project list and overall investment in City streets, roads and public parking infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The Fiscal Year 2024-25 list of projects planned to be funded with the Road Maintenance and Rehabilitation Account revenues is listed in the attached Exhibit 1.

SECTION 3. The City affirms the Road Maintenance and Rehabilitation apportionments received will be used towards the Fiscal Year 2024-25 list of projects shown in the attached Exhibit 1 and the associated Road Maintenance and Rehabilitation expenses will be reported on as required by statute and the California Transportation Commission's adopted program guidelines.

PASSED, APPROVED AND ADOPTED on April 8, 2024, by the following vote:

AYES: COUNCILMEMBER(S):

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

ABSTAIN: COUNCILMEMBER(S):

_____
Mayor, City of Carpinteria

ATTEST:

_____
Brian C. Barrett, CMC, CPMC
City Clerk, City of Carpinteria

I hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Carpinteria held on April 8, 2024.

_____
Brian C. Barrett, CMC, CPMC
City Clerk, City of Carpinteria

APPROVED AS TO FORM:

_____
Jena Shoaf Acos, on behalf of Brownstein
Hyatt Farber Schreck, LLP acting as
City Attorney of the City of Carpinteria

EXHIBIT 1 TO
RESOLUTION NO. 6306

Exhibit 1 to Resolution No. 6306

SB 1 Project List to Utilize FY 2024-25 Road Maintenance and Rehabilitation Account Revenues					
Project Title	**Project Description**	**Project Location**	**Estimated Useful Life (years)**		**Estimated Project Schedule**
			Minimum	**Maximum**	
2022 Pavement Rehabilitation Project	Street Rehabilitation	Bailard Avenue (from Pandanus Street to North End) Byrnes Lane (from End to Cameo Road) Callejon Drive (from Concha Loma Drive to End) Cameo Road (from La Brea Lane to Casitas Pass Road) Dorrance Way (from Linden Avenue to Ash Avenue) El Carro Lane (from Sterling Avenue to Santa Ynez Avenue) Retorno Drive (from Concha Loma Drive to South End) Star Pine Road (from East End to Vallecito Road) Vallecito Road (from North End to Carpinteria Avenue)	5	20	May 2024 through December 2024

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
April 8, 2024

ITEM FOR COUNCIL CONSIDERATION

Second Amendment to the Cooperative Agreement with the Santa Barbara County Association of Governments for Carpinteria Circulation Improvements Funds.

STAFF RECOMMENDATION

Authorize the Mayor to sign the Second Amendment to the Cooperative Agreement with the Santa Barbara County Association of Governments for Carpinteria Circulation Improvements Funds.

Sample Motion: I move to authorize the Mayor to sign the Second Amendment to the Cooperative Agreement with the Santa Barbara County Association of Governments for Carpinteria Circulation Improvements Funds.

(This motion requires a roll call vote.)

BACKGROUND

In November 2008, voters in Santa Barbara County approved Measure A, which extends for 30 years the one-half percent sales tax for transportation purposes. Measure A is administered by the Santa Barbara County Association of Governments (SBCAG). Measure A contains a strategic spending plan that includes regional projects as well as local programs and projects that will address the current and future needs of each community. The strategic spending plan provides funding to local agencies for street maintenance, transportation improvements, pedestrian accessibility and connectivity, safe routes to school, and bicycle and transit facilities.

The City currently receives an annual, population-based formula funding allocation of approximately $760,000 per year. This allocation partially funds the Street Maintenance Program. Other funding for the Street Maintenance Program comes from Gas Tax, Right-of-Way Assessment Fund, Measure X Fund, and grants. The City is also eligible to receive up to $1 million for Carpinteria Circulation Improvements per the Measure A Investment Plan. Circulation improvements must involve transportation safety or

operational improvements. In accordance with the requirements of the Measure A Investment Plan, a Cooperative Agreement must be executed between SBCAG and the local agency for any expenditure of the Carpinteria Circulation Improvements Funds.

In January 2020, the City's Public Facility Site Acquisition/Development Committee reviewed a candidate project list derived from (1) the City's Capital Improvement Program, (2) unique capital improvement needs associated with the Highway 101 improvement projects, and (3) that could qualify for the Measure Funding. The Committee selected the Linden Avenue Improvements Project for recommendation of approval and funding to the City Council.

On May 13, 2020, the SBCAG South Coast Subregional Planning Committee recommended for the approval of $326,430. On May 21, 2020, The SBCAG Board approved the Cooperative Agreement. On May 26, 2020, the City Council authorized the Mayor to sign the Cooperative Agreement with SBCAG. For reference, a copy of the Cooperative Agreement is shown as Attachment A. On November 13, 2023, the City Council authorized the Mayor to sign the First Amendment to the Cooperative Agreement with SBCAG for extending the performance period of the project. For reference, a copy of the First Amendment is shown as Attachment B.

The purpose of this agenda matter is to authorize the Mayor to sign the Second Amendment to the Cooperative Agreement with SBCAG in order to receive additional allocation of Carpinteria Circulation Improvements Funds and another time extension for the Linden Avenue Improvements Project - Carpinteria Avenue to Linden Avenue Overcrossing.

DISCUSSION

The Linden Avenue Improvements Project is located on Linden Avenue between Carpinteria Avenue and the Linden Avenue Overcrossing. The general scope of work includes sidewalks, curbs, gutters, parkways, street trees, driveway approaches, and bike lanes. The purpose of this project is to complete street and right-of-way improvements in support of public safety, including, in particular, bicycle and pedestrian safety, and to improve the appearance of a section of the Linden Avenue corridor that serves as a gateway to the Downtown "T" commercial district.

The Cooperative Agreement defines the project scope of work, roles and responsibilities of the City and SBCAG, and funding plan. The project is in the Revised Measure A Five-Year Local Program of Projects with funds programmed in Fiscal Year 2023-24, as adopted by the City Council on May 22, 2023 (Resolution No. 6243). The proposed Second Amendment, as shown as Attachment C, would allocate an additional $466,026 of Carpinteria Circulation Improvements Funds for a total amount of $792,456 and extend the performance period of the project, again. On March 21, 2024, the SBCAG Board approved the Second Amendment to the Cooperative Agreement.

Due to the pandemic, from 2020 to 2021 the project schedule experienced delay. The revised project schedule estimates the following milestones:

Advertise for Bids	July 2024
Award Construction Contract	September 2024
Construction	mid-October 2024 through January 2025

The project is programmed in the Fiscal Year 2023-24 Capital Improvements Program Budget, but the total project cost is now estimated to be $790,000. The original estimate was $326,430 at the time of the original Cooperative Agreement. While the City will initially pay for project expenses, SBCAG will fully reimburse the City up to the project cost estimate in accordance with the Cooperative Agreement, as amended. The current balance of the Carpinteria Circulation Improvements Funds is $1,000,000, and expenditure from the project will result in an ending balance of $207,544. The City will have the opportunity to use any remaining balance for any project costs exceeding the estimate and/or other qualifying circulation improvement projects.

POLICY CONSISTENCY

The recommendation may be found consistent with the following objective of the General Plan and Local Coastal Plan:

Circulation Element

Objective C-7: Build demand for alternative transportation use by increasing ease, effectiveness, and social acceptability, and through foresighted planning.

The recommendation is also consistent with the SBCAG Regional Active Transportation Plan.

FINANCIAL CONSIDERATIONS

Approval of the amended Agreement will allow for the City to receive funding for qualifying circulation improvement projects. Authorization to incur expenses related to the Linden Avenue Improvements Project will occur at a later date with City Council's awarding of the construction contract.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The recommendation is in accordance with the Cooperative Agreement. The recommendation is also in accordance the requirements of the Measure A Investment Plan.

OPTIONS

1. Authorize the Mayor to sign the Second Amendment to the Cooperative Agreement with the Santa Barbara County Association of Governments for Carpinteria Circulation Improvements Funds.
2. The City Council could choose not to approve the recommendation and direct staff as appropriate. Not approving the amended Agreement would delay the Linden Avenue Improvements Project and/or jeopardize its completion.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: Cooperative Agreement
Attachment B: First Amendment to Cooperative Agreement
Attachment C: Second Amendment to Cooperative Agreement

Staff contact:
John L. Ilasin, Public Works Director
(805) 880-3402; johni@carpinteriaca.gov

Signature

Reviewed by:
Licette Maldonado, Administrative Services Director
(805) 755-4448; licettem@carpinteriaca.gov

Signature

Reviewed by:
Michael Ramirez, City Manager
(805) 755-4400; michaelr@carpinteriaca.gov

Signature

ATTACHMENT A

Cooperative Agreement

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MEASURE A
PROJECT COOPERATIVE AGREEMENT
For the Carpinteria Circulation Improvements: Linden Avenue Improvements project

This Cooperative Agreement ("Agreement") is entered into by and between the CITY OF CARPINTERIA ("Sponsor") and the SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS, acting as the Santa Barbara County Local Transportation Authority ("Authority" or "SBCAG").

RECITALS

WHEREAS, Authority and Sponsor desire to enter into a Cooperative Agreement to coordinate the funding of transportation improvements in Santa Barbara County pursuant to the authority provided by the Road Repair, Traffic Relief and Transportation Safety Measure ("Measure A"), which was approved by the voters of Santa Barbara County on November 4, 2008; and

WHEREAS, the Sponsor has proposed that the Authority provide funding to Sponsor's projects for the particular transportation improvement project work specified herein ("Project"); and

WHEREAS, the Authority has determined that the Project is eligible as the Carpinteria Circulation Improvements in the Measure A Investment Plan; and

WHEREAS, the Authority is authorized to issue Measure A funds to Sponsor for eligible projects; and

WHEREAS, any cost savings will be retained by the Authority and may be re-programmed to other phases of the Carpinteria Circulation Improvements project; and

WHEREAS, the Authority and Sponsor desire to have this Agreement serve as the Agreement for the Authority to provide Measure A funding to Sponsor for eligible projects proposed by Sponsor, provided that such funding has been authorized by the Board of the Authority.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein made and the mutual benefits to be derived therefrom, the parties hereto represent, covenant, and agree as follows:

SECTION I
Covenants of Sponsor

The Sponsor shall:

1.1 Project Description. The Project description, scope of work, delivery schedule, estimate of cost by activity, anticipated amount and type of funds that will supplement Measure A funds, and the anticipated timing for release of Measure A funds are specified in Attachment A attached to this Agreement and incorporated herein by reference. Sponsor shall be solely responsible for implementing and carrying out the Project.

1.2 Change In Project Description. Any change in the Project Description shall not be eligible for funding by Authority unless approved in writing by the Authority. Any portion of the Project implemented by Sponsor prior to Authority's written approval shall not be eligible for reimbursement and in no event will any change in scope result in the Authority reimbursing more than the amount specified for the Project.

1.3 Eligible Reimbursement Costs. Eligible project costs are specified in Attachment A or as may be approved from time to time by the Authority pursuant to Section 1.2. In no event shall expenses incurred prior to the execution of this Agreement be considered eligible reimbursement costs.

1.4 Measure A Percentage Share Defined. Measure A funding is being provided by Authority to Sponsor in accordance with the Measure A Investment Plan Carpinteria Circulation Improvements for the Linden Avenue Improvements Project described in Attachment A. The percentage share of Measure A funding shall be the Measure A Percentage shown in Attachment A, and shall not exceed the total Measure A amount shown in the same attachment. Each invoice submitted by Sponsor shall be reimbursed by Authority at this percentage up to the not to exceed total Measure A amount shown in the attachment. Sponsor matching funds shall be used to pay for the remainder of Project costs.

1.5 Invoices and Progress Reports. Starting one month after the execution of this Agreement, Sponsor will submit monthly progress reports and invoices for activities conducted over the prior unbilled month. These documents shall include the following specified information:

1.5.a Invoices. The Sponsor shall provide the Authority with one (1) copy of all invoices submitted to Sponsor by every contractor, subcontractor, consultant, or subconsultant as appropriate and any other backup documentation required to support direct and indirect costs for which a Sponsor submits an invoice.

1.5.b Progress Reports. Progress reports shall include a brief description of the status of the Project including the work completed to date. This summary may be included on the invoices submitted to the Authority or be attached to those invoices.

1.6 Use of Funds. The Sponsor shall use existing Measure A funds consistent with the project description in Attachment A to this Agreement or as approved by the Authority pursuant to Section 1.2.

1.7 Submittal of Documents. The Sponsor shall provide copies to the Authority of all executed contracts that relate to the Project scope as described in Attachments to this Agreement and Section 1.3 or approved by the Authority pursuant to Section 1.2. The Sponsor shall retain records pertaining to the Project for a five (5) year period following completion of the Project.

1.8 Completion of Project. Sponsor shall be responsible for meeting the timely use of funds deadlines in Attachment A. Sponsor shall provide management of any consultant and contractor activities, including responsibility for schedule, timely use of

funds, budget and oversight of the services, consistent with the scope of work. This provision shall apply in all instances, including situations where a change in scope has been approved by the Authority pursuant to Section 1.2.

1.8.a Project Completion Report. Sponsor will, within 45 days of the Project becoming operable, provide a letter of Project completion which includes final cost, revenues, and schedule of completed and future activities for construction projects, pictures of the completed project must accompany the letter. Whenever possible, pictures of the "before" project conditions should also be submitted. This letter shall accompany the final invoice for payment from the Sponsor to provide notice of Agreement account closing by Authority.

1.9 Public Outreach. The Sponsor is responsible for development and administration of a public outreach effort to ensure public awareness and involvement in the Project development and delivery process. The Sponsor shall provide a copy of the public outreach plan and all materials documenting the public outreach activities, including public notices, press releases, flyers, etc. to the Authority. The public outreach plan must accompany the first invoice for payment from Sponsor. The materials documenting the public outreach activities must accompany the final invoice for payment from Sponsor.

1.10 Provision of Signs. Sponsor shall install signs consistent with the Authority's Project Signs Guidelines and Specifications as adopted by the SBCAG Board on August 18, 2011, or as appropriate.

1.11 Cost Savings and Excess Costs

1.11.a Cost Savings. After the Project has been accepted by the Sponsor and Authority as complete, any positive difference between the cost, as listed in Attachments to this Agreement or approved by the Authority pursuant to Section 1.2, and the total amount invoiced to the Authority shall revert to the Measure A program for re-programming by the Authority on other eligible projects.

1.11.b Excess Costs. In the event the actual Project cost exceeds the estimate shown in Attachments to this Agreement, this amount will be considered an excess cost. Sponsor is solely responsible for all costs over the amount identified in Section 1.3 and pursuant to Section 1.2.

1.11.c Reconciliation of Excess Costs. Excess project costs to complete a project are not eligible for reimbursement unless approved pursuant to Section 1.2. The amount of Measure A funds as identified in Section 1.3 are the maximum funds available for reimbursement to the Sponsor and cannot be increased unless agreed to by the Authority pursuant to Section 1.2. The Sponsor shall request an amendment if needed for this purpose in writing to the Authority. Such amended Agreement shall be effective only if signed and approved by the duly authorized representatives of both the Authority and Sponsor.

1.12 Errors and Omissions. The Sponsor shall diligently monitor and manage all aspects of the Project and shall aggressively pursue any and all remedies, including full restitution and damages from any consultant, contractor or sub-contractor and their insureds and sureties suspected of any acts, errors, or omissions committed during business activities that economically or legally damage the project.

1.13 Division of Labor and Materials. Sponsor agrees to furnish or cause to be furnished all labor, materials, equipment, required licenses, permits, fees, and other appropriate legal authorization from all applicable federal, state, and local jurisdictions necessary to perform and complete, per schedule, in a professional manner, the obligations described herein.

1.14 Implementation of Project. Sponsor may implement projects herein through private organizations and nonprofit entities as designated on the Attachment.

SECTION II
Covenants of Authority

The Authority shall:

2.1 Reimbursement Payments. The Authority shall make reimbursement payments to the Sponsor or implementing party designated pursuant to Paragraph 1.14 for eligible project costs within 45 days of receipt of an invoice as specified in the Attachments to this Agreement, except where payment is subject to provisions of Paragraphs 2.1.a through 2.1.b.4.

2.1.a Ineligible Costs. The Authority reserves the right to adjust current or future reimbursement payments to Sponsor if an invoice includes ineligible costs.

2.1.b Suspension of Reimbursement. If the Authority determines that any costs in an invoice are not allowable, or lack supporting progress reports, the Authority shall return the invoice to the Sponsor with an invoice dispute notice outlining the reason for the return and the proposed remedy, if one exists, which would make the invoice acceptable for payment. The Sponsor may re-submit the invoice for payment after reviewing the invoice dispute notice and making any necessary corrections. The Sponsor may also immediately submit a new invoice representing only the amounts which are not in dispute, while setting aside the disputed amounts for review in accordance with the provisions set forth in this Section 2.1.

2.1.b.1 Meeting. Once a dispute has occurred, the Authority shall arrange a meeting between Authority and Sponsor staff to discuss and attempt to resolve the dispute.

2.1.b.2 Subregional Committee. If an agreement cannot be reached at the meeting, then the Sponsor or the Authority shall have the option to take the dispute to the Authority's North County Subregional Committee, as appropriate. In this case reimbursement for the

disputed cost item(s) will be delayed until a resolution of the matter is reached.

2.1.b.3 Authority's Board Decision. If the Sponsor or the Authority disagrees with the resolution by the Subregional Committee then the dispute shall be submitted to the Authority's Board for resolution. If the Board determines that the disputed cost item(s) is ineligible, the Authority shall not provide reimbursement payment to the Sponsor for the disputed item(s). If the Board determines that the disputed cost item(s) is eligible, then the Authority shall provide reimbursement payment to the Sponsor for the disputed cost.

2.1.b.4 Reservation of Rights. By utilizing the above procedures, the Sponsor does not surrender any rights to pursue available legal remedies if the Sponsor disagrees with the Board decision.

2.2 Authority's Payment shall not constitute Waiver. Authority's failure to discover or object to any ineligible project cost or billing prior to payment shall not constitute a waiver of Authority's right to require Sponsor to correct such work or billing or seek any other legal remedy.

2.3 Right to Conduct Audit; Record Keeping. The Authority shall have the right to conduct an audit of all Sponsors' records pertaining to the Agreement at any time during the course of construction and up to a five (5) year period after completion of the Agreement.

2.4 Records. Sponsor shall keep and provide to Authority or its agents, upon request, accurate financial records (including invoices and published price lists on which this Agreement was based) necessary to enable Authority to review Sponsor's performance of this Agreement. These records shall demonstrate the funding has been used as described in the Project Description. Sponsor shall maintain all such records for at least five years after completion of the project.

SECTION III
General Covenants

3.1 Term. Sponsor shall commence performance on April 16, 2020 and end performance upon completion, but no later than August 31, 2023 unless otherwise directed by SBCAG or unless earlier terminated. The Sponsor shall commence performance in accordance with the delivery schedule set forth in Attachment A. The Agreement shall remain in effect until discharged or terminated as provided in Section 3.2 or Section 3.14, unless otherwise directed by SBCAG or unless earlier terminated.

3.2 Discharge. This Agreement shall be subject to discharge as follows:

3.2.a Termination by Mutual Consent. This Agreement may be terminated at any time by mutual consent of the parties.

3.2.b Discharge Upon Completion of Projects. Except as to any rights or obligations which survive discharge as specified in Section 3.13, this Agreement shall be discharged, and the parties shall have no further obligation to each other, upon completion of the Projects as certified by the Authority.

3.3 Indemnity. Sponsor agrees to indemnify, defend (with counsel reasonably approved by SBCAG) and hold harmless SBCAG and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by SBCAG on account of any claim except where such indemnification is prohibited by law. Sponsor's indemnification obligation applies to SBCAG's active as well as passive negligence but does not apply to SBCAG's sole negligence or willful misconduct.

3.4 Notices. Any notice which may be required under this Agreement shall be in writing and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below:

AUTHORITY	SPONSOR
Santa Barbara County Association of Governments 260 North San Antonio Road, Suite B Santa Barbara, CA 93110	City of Carpinteria 5775 Carpinteria Avenue Carpinteria, CA 93013

Either party may change its address by giving notice of such change to the other party in the manner provided in this Section 3.5. All Other Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

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

3.6 Integration. This Agreement represents the entire Agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

3.7 Amendment. In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this

Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

3.8 Non-Partnership. This Agreement is not intended by the parties to constitute or create a joint venture, pooling arrangement, or formal business organization of any kind. The rights and obligations of the parties shall be only those expressly set forth herein. Sponsor and Sponsor's subcontractors shall perform all services under this Agreement as independent parties and not as employees, officers or agents of the Authority.

3.9 Assignment. The Agreement may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.

3.10 Binding on Successors. This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of the Authority or as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above.

3.11 Severability. Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

3.12 Counterparts. This Agreement may be executed in one or more counterparts and shall become effective when one or more counterparts have been signed by all of the parties; each counterpart shall be deemed an original but all counterparts shall constitute a single document.

3.13 Survival. The following provisions in this Agreement shall survive discharge:

3.13.a The Sponsor. As to the Sponsor, the following sections shall survive discharge: Section 1.6 (obligation to apply funds to the Project), Section 1.7 (obligation to provide copies and retain records), Section 1.8 (obligation to continue to manage the Project).

3.13.b The Authority. As to the Authority, the following section shall survive discharge: Section 2.3 (right to conduct audit).

3.13.c Both Parties. As to both parties, the following section shall survive discharge: Section 3.3. (mutual indemnities).

3.14 Limitation. All obligations of the Authority under the terms of this Agreement are expressly contingent upon the Authority's continued authorization to collect and expend the sales tax proceeds provided by Measure A. If for any reason the Authority's right or ability to collect or expend such sales tax proceeds is terminated or suspended in whole or part so that it materially affects the Authority's ability to fund the Project, the Authority shall promptly notify Sponsor, and the parties shall consult on a course of action. If, after twenty-five (25) working days, a course of action is not

agreed upon by the parties, this Agreement shall be deemed terminated. Maintenance of records, right to audit, and indemnification shall survive. Any future obligation to fund this project or any other project or projects of Sponsor, not already specifically covered by separate Agreement, shall arise only upon execution of a new Agreement.

3.15 Time. Time is and shall be of the essence of this Agreement and each and all of its provisions in which performance is a factor.

3.16 Remedies Cumulative. No remedy or election of remedies provided for in this Agreement shall be deemed exclusive, but shall be cumulative with all other remedies at law or in equity. Each remedy shall be construed to give the fullest effect allowed by law.

3.17 Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of California. As applicable, the Cycle 2 Guidelines are incorporated herein by reference.

3.18 Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions of this Agreement and shall not affect the construction or interpretation of any of its provisions.

3.19 No Continuing Waiver. The waiver by any party of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same, or of any other provision of this Agreement.

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

3.21 Signator's Warranty. Each party warrants to each other that he or she is fully authorized and competent to enter into this Agreement in the capacity indicated by his or her signature and agrees to be bound by this Agreement as of the day and year first mentioned above upon the execution of this Agreement by each other party.

(Signatures on following page.)

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first written below.

CITY OF CARPINTERIA

By: _____
Wade Nomura, Mayor

Date: 5/27/20

ATTEST:

By: _____
Fidela Garcia,
City Clerk

SBCAG, acting as the SANTA BARBARA COUNTY LOCAL TRANSPORTATION AUTHORITY:

By: _____
Gregg Hart, Chair

Date: 5.21.20

ATTEST:

By: _____
Marjie Kirn, Executive Director

APPROVED AS TO ADMINISTRATION:

By: _____
David Durflinger, City Manager

APPROVED AS TO FORM:
Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

Attachments:

Attachment A – Project Scope, Cost, Schedule and Funding Plan for Linden Avenue Improvements Project

RECEIVED
MAY 26 2020
CITY OF CARPINTERIA

ATTACHMENT A

PROJECT SCOPE, COST, SCHEDULE AND FUNDING PLAN

Project Name: Carpinteria Circulation Improvements, Linden Avenue Improvements project

Project Contact: John Ilasin

PROJECT SCOPE

Responsible Agency: City of Carpinteria

Project Limits: The project location is on Linden Avenue within City boundaries, and the limits are between Carpinteria Avenue and Linden Avenue Overcrossing.

Project Scope: Construction of a 5' wide sidewalk, an 8' wide landscaped parkway, curb and gutter on the east side of Linden Avenue, with 6' wide bike lanes on both sides, and 13' travel lanes from Highway 101 to Carpinteria Avenue.

Project Purpose: The purpose and need for the project are to provide for Class II Bikeways (Bike Lanes) in conformance with the Bikeways Plan of the Circulation Element of the City General Plan and Local Coastal Plan and the SBCAG Regional Active Transportation Plan; and sidewalk widening including upgrades to curb ramps in conformance with the Americans with Disabilities Act.

PROJECT COST

Project Work Description	Cost
Engineering and construction work as described in project scope.	$326,430

PROJECT SCHEDULE

Project Phase	Start	End	Timely Use of Funds Deadline (if applicable)
Design	May 2020	October 2020	
Construction	March 2021	August 31, 2023	

PROJECT FUNDING PLAN

Fund Source and Percentage	Fund Amount
Measure A Investment Plan Circulation Improvements Project – 100%	$326,430
Total	**$326,430**

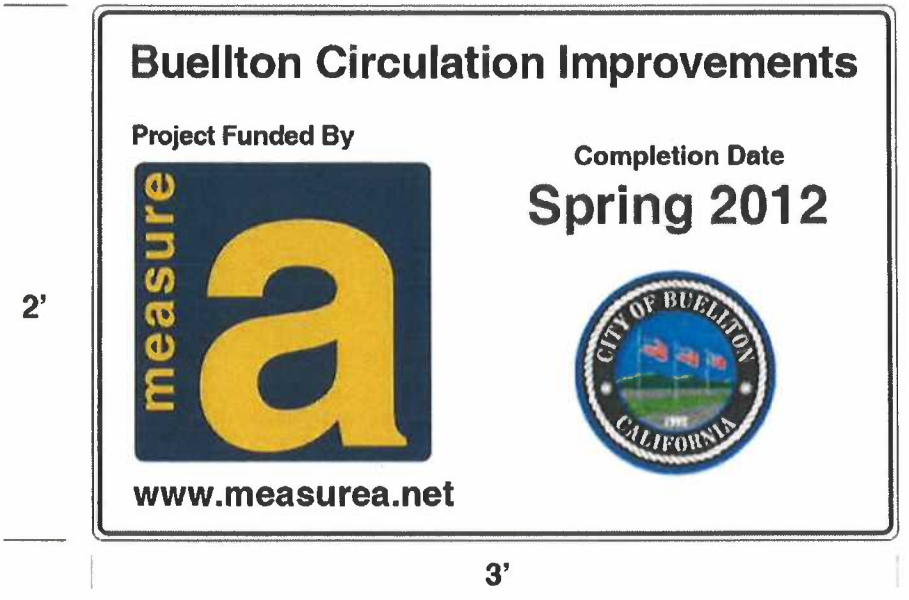
Notes: -No supplemental funds are required.
-The release of Measure A will be upon presentation of an invoice.

ATTACHMENT B

MEASURE A PROJECT SIGN

The City of Carpinteria shall install two (2) Measure A project signs per measurements below that include the project title, Measure A logo, project completion date, project sponsor logo and Measure A website address. Please see the example below per Measure A Sign Guidelines adopted August 18, 2011.

The signs will be installed within ¼ mile of the ends of the project. The sign will be posted prior to the construction of the project, during the construction of the project and 1 month after the completion of construction.



ATTACHMENT B

First Amendment to Cooperative Agreement

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2023-043

FIRST AMENDMENT TO
MEASURE A
PROJECT COOPERATIVE AGREEMENT
For the Carpinteria Circulation Improvements: Linden Avenue Improvements project

This First Amendment to the Cooperative Agreement ("First Amendment") is entered into by and between the CITY OF CARPINTERIA, a municipal corporation ("Sponsor") and the SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS, a State local government, acting as the Santa Barbara County Local Transportation Authority ("Authority").

WHEREAS, on May 21, 2020, Authority and Sponsor entered into a Cooperative Agreement ("Agreement") to coordinate the funding of transportation improvements in Santa Barbara County pursuant to the authority provided by the Road Repair, Traffic Relief and Transportation Safety Measure ("Measure A"), which was approved by the voters of Santa Barbara County on November 4, 2008; and

WHEREAS, Sponsor is requesting an amendment to extend the period of performance for the Linden Avenue Improvements project; and

WHEREAS, the per Agreement section 3.7 the parties may amend the Agreement through an instrument in writing, executed by the parties; and

WHEREAS, the Authority is authorized to issue Measure A funds to Sponsor for eligible projects; and

WHEREAS, any cost savings will be retained by the Authority and may be re-programmed to other phases of the Carpinteria Circulation Improvements project; and

WHEREAS, the Authority and Sponsor desire to have the Agreement and this First Amendment serve as the instrument for the Authority to provide Measure A funding to Sponsor for eligible projects proposed by Sponsor, provided that such funding has been authorized by the Board of the Authority.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein made and the mutual benefits to be derived therefrom, the parties hereto represent, covenant, and agree as follows:

1. **Agreement Section 3.1 "Term" is deleted and replaced in its entirety with:**

   Term. Sponsor shall commence performance on April 16, 2020 and end performance upon completion, but no later than August 31, 2024 unless otherwise directed by SBCAG or unless earlier terminated. The Sponsor shall commence performance in accordance with the delivery schedule set forth in Attachment A. The Agreement shall remain in effect until discharged or terminated as provided in Section 3.2 or Section 3.14, unless otherwise directed by SBCAG or unless earlier terminated.

2. Attachment A is attached hereto and incorporated herein by reference and amended as follows:

   Project Schedule End date: ~~August 2023~~ August 2024

3. **Ratifications.** The terms and provisions set forth in this First Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Cooperative Agreement. The terms and provisions of the Cooperative Agreement, except as expressly modified and superseded by this First Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding, and enforceable obligations of the Parties.

4. **Counterparts.** This First Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the Parties.

IN WITNESS WHEREOF, the undersigned parties have executed this First Amendment on the day and year first written below.

CITY OF CARPINTERIA

By: _____
Al Clark, Mayor

Date: 11/13/23

ATTEST:

By: _____
Brian C. Barrett,
City Clerk

APPROVED AS TO ADMINISTRATION:

By: _____
David Durflinger, City Manager

SBCAG, acting as the SANTA BARBARA COUNTY LOCAL TRANSPORTATION AUTHORITY:

By: _____
Jenelle Osborne, Chair

Date: 11.17.23

ATTEST:

By: _____
Marjie Kirn, Executive Director

APPROVED AS TO FORM:
Rachel Van Mullem
County Counsel

By: _____
Senior Deputy County Counsel

Attachment A: Project Scope, Cost, Schedule and Funding Plan for Linden Avenue Improvements Project.

ATTACHMENT C

Second Amendment to Cooperative Agreement

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SECOND AMENDMENT TO
MEASURE A
PROJECT COOPERATIVE AGREEMENT
For the Carpinteria Circulation Improvements: Linden Avenue Improvements Project

This Second Amendment to the Cooperative Agreement ("Second Amendment") is entered into by and between the CITY OF CARPINTERIA, a municipal corporation ("Sponsor") and the SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS, a State local government, acting as the Santa Barbara County Local Transportation Authority ("Authority").

WHEREAS, on May 21, 2020, Authority and Sponsor entered into a Cooperative Agreement ("Agreement") to coordinate the funding of transportation improvements in Santa Barbara County pursuant to the authority provided by the Road Repair, Traffic Relief and Transportation Safety Measure ("Measure A"), which was approved by the voters of Santa Barbara County on November 4, 2008; and

WHEREAS, on August 17, 2023, the Parties agreed to a First Amendment to the Cooperative Agreement to extend the Timely Use of Funds deadline for the Linden Avenue Improvements project; and

WHEREAS, Sponsor is requesting an amendment to add Measure A funding and extend the Timely Use of Funds deadline to the Linden Avenue Improvements project; and

WHEREAS, the per Agreement section 3.7 the parties may amend the Agreement through an instrument in writing, executed by the parties; and

WHEREAS, the Authority is authorized to issue Measure A funds to Sponsor for eligible projects; and

WHEREAS, any cost savings will be retained by the Authority and may be re-programmed to other phases of the Carpinteria Circulation Improvements project; and

WHEREAS, the Authority and Sponsor desire to have the Agreement and this First Amendment serve as the instrument for the Authority to provide Measure A funding to Sponsor for eligible projects proposed by Sponsor, provided that such funding has been authorized by the Board of the Authority.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein made and the mutual benefits to be derived therefrom, the parties hereto represent, covenant, and agree as follows:

1. **Agreement Section 3.1 "Term" is deleted and replaced in its entirety with:**

Term. Sponsor shall commence performance on April 16, 2020 and end performance upon completion, but no later than December 31, 2025 unless otherwise directed by SBCAG or unless earlier terminated. The Sponsor shall commence performance in accordance with the delivery schedule set forth in Attachment A. The Agreement shall remain in effect until

delivery schedule set forth in Attachment A. The Agreement shall remain in effect until discharged or terminated as provided in Section 3.2 or Section 3.14, unless otherwise directed by SBCAG or unless earlier terminated.

2. Attachment A is attached hereto and incorporated herein by reference and amended as follows:

Fund Source and Percentage	Fund Amount
Measure A Investment Plan Circulation Improvements Project – 100%	$792,456 ~~$326,430~~

3. **Ratifications.** The terms and provisions set forth in this Second Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Cooperative Agreement, and First Amendment. The terms and provisions of the Cooperative Agreement and First Amendment, except as expressly modified and superseded by this Second Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding, and enforceable obligations of the Parties.

4. **Counterparts.** This Second Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the Parties.

(This space has been intentionally left blank.)

IN WITNESS WHEREOF, the undersigned parties have executed this Second Amendment on the day and year first written below.

CITY OF CARPINTERIA

By:

_____
Al Clark, Mayor

Date: _____

ATTEST:

By: _____
Brian C. Barrett, City Clerk

APPROVED AS TO ADMINISTRATION:

By:_____
Michael Ramirez, City Manager

SBCAG, acting as the SANTA BARBARA COUNTY LOCAL TRANSPORTATION AUTHORITY:

By: _____
Steve Lavagnino, Chair

Date: _____

ATTEST:

By: _____
Marjie Kirn, Executive Director

APPROVED AS TO FORM:
Rachel Van Mullem
County Counsel

By: _____
Senior Deputy County Counsel

Attachment A: Project Scope, Cost, Schedule and Funding Plan for Linden Avenue Improvements Project.

ATTACHMENT A

PROJECT SCOPE, COST, SCHEDULE AND FUNDING PLAN

Project Name: Carpinteria Circulation Improvements, Linden Avenue Improvements Project

Project Contact: John Ilasin

PROJECT SCOPE

Responsible Agency: City of Carpinteria

Project Limits: The project location is on Linden Avenue within City boundaries, and the limits are between Carpinteria Avenue and Linden Avenue Overcrossing.

Project Scope: Construction of a 5' wide sidewalk, an 8' wide landscaped parkway, curb and gutter on the east side of Linden Avenue, with 6' wide bike lanes on both sides, and 13' travel lanes from Highway 101 to Carpinteria Avenue.

Project Purpose: The purpose and need for the project are to provide for Class II Bikeways (Bike Lanes) in conformance with the Bikeways Plan of the Circulation Element of the City General Plan and Local Coastal Plan and the SBCAG Regional Active Transportation Plan; and sidewalk widening including upgrades to curb ramps in conformance with the Americans with Disabilities Act.

PROJECT COST

Project Work Description	Cost
Engineering and construction work as described in project scope.	$792,456 ~~$326,430~~

PROJECT SCHEDULE

Project Phase	Start	End	Timely Use of Funds Deadline (if applicable)
Design	May 2020	October 2020	
Construction	December 2024 ~~March 2021~~	December 2025 ~~August 2024~~	

PROJECT FUNDING PLAN

Fund Source and Percentage	Fund Amount
Measure A Investment Plan Circulation Improvements Project – 100%	~~$326,430~~ $792,456
Total	~~**$326,430**~~ $792,456

Notes: -No supplemental funds are required.
-The release of Measure A will be upon presentation of an invoice.

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
April 8, 2024

ITEM FOR COUNCIL CONSIDERATION

Receive an update on the status of private parklets and provide direction to Staff on permitting for permanent private parklets.

STAFF RECOMMENDATION

Receive an update on the status of private parklets; receive public comment; and provide direction to Staff on permitting for permanent private parklets.

Sample Motion: I move to receive and file an update on the status of private parklets and provide direction to Staff concerning permitting for permanent private parklets.

BACKGROUND

Purpose of this Item

The purpose of this item is to update the Council on the upcoming expiration of the COVID-19 Temporary Outdoor Business Permit Program, and the related expiration of the temporary allowances for parklets on private property ("private parklets"). Early on during the pandemic, numerous businesses and community organizations (churches, etc.) utilized portions of their respective parking lots, landscape areas, and other outdoor spaces located on private property to relocate essential services to the outdoors in support of social distancing practices.

As the most critical phase of the pandemic passed, many of these temporary private parklets were phased out and essential business functions returned indoors. A handful of permitted businesses have continued to make use of their respective private parklets through the Council's ongoing extensions of the Temporary Outdoor Business Permit Program. Some of these businesses have expressed an interest in exploring the possibility of transitioning their temporary private parklets into an ongoing permanent part of their business operations.

This staff report is intended to provide information to interested businesses and the Council on the tools currently available to businesses wishing to explore options for

allowing outdoor spaces initially created under the Temporary Outdoor Business Permit Program to become permanently approved and permitted amenities. Staff believes existing permitting processes and practices are sufficient to serve this limited need and that crafting a new ordinance specifically for private parklets is not warranted at this time.

Temporary Private Parklet Program

Beginning in May 2020 in response to the COVID-19 pandemic, the City Council adopted Urgency Ordinance No. 744, enacting a temporary outdoor business permit program to allow businesses to operate in the City right-of-way and other privately-owned outdoor spaces to encourage social distancing and economic activity. Temporary private parklets were to be facilitated through a special streamlined Temporary Use Permit process established specifically for COVID-19 response. Through a series of subsequent Ordinances, the Council has extended the initial temporary permit program due to the ongoing threats posed by the pandemic and in the interest of continuing to support local businesses recovering from challenges posed by the pandemic. Most recently, the Council adopted Ordinance No. 775 in December 2023, which extended the temporary permit program through June 30, 2024.

Initially, a number of businesses (e.g., restaurants; tasting rooms) and organizations (e.g., churches) applied for and obtained a permit for a temporary private parklet, however, most of these have since been removed as businesses returned to their normal operations. Approximately six businesses currently maintain a private parklet under the provisions of the temporary permit program. All of these businesses utilize their respective private parklets to provide (additional) outdoor patron space. A list of the businesses currently utilizing a temporary private parklet is included as Attachment A.

DISCUSSION

The COVID-19 Temporary Outdoor Business Permit Program is currently set to expire on June 30, 2024; no further extensions to the program are anticipated. Upon expiration, all existing private parklets allowed under the temporary permit program would become non-compliant, and would require removal and restoration of the affected areas to their previous original permitted use (e.g., required onsite parking spaces, landscape areas, drive aisles, etc.).

Similar to the program developed for parklets located in the City right-of-way, several businesses have expressed interest in having the ability to keep some form of a private parklet beyond the upcoming expiration of the temporary permit program as a permanent ongoing part of their respective business operations. Staff previously brought this matter to the Council's attention as a related component to discussions regarding the development of a permanent public parklet program. At the time, the Council elected not to take up the matter for further discussion, but did ask Staff to return to a future meeting to provide options for the Council's consideration.

Staff has reached out via email to the businesses that currently have a temporary private parklet, or that have previously expressed interest in establishing new or additional permanent outdoor patron areas, to alert them to this discussion item and provide them with an opportunity to provide their input to the Council. Following this Council discussion, staff intends to follow up and provide more explicit instructions concerning the required permitting process, as described later in this report, to the interested businesses.

Existing Private Parklets

Of the remaining temporary private parklets still in use, all provide additional usable outdoor patron area, and occupy areas previously designated for onsite parking, landscaping and/or drive aisles. The location, visibility, and construction of these temporary parklets varies considerably. In some cases, such as Rincon Brewery or the (former) Good Plow restaurant, significant effort and expense was put into creating semi-permanent outdoor areas that visually relate to and seamlessly tie into existing permitted improvements. In other situations, the parklets were created with materials or techniques reflective of what was (originally) intended for a temporary short-term purpose. Likewise, not all temporary parklets meet applicable safety and/or accessibility requirements that would be required of permanent facilities.

If businesses elect to pursue the conversion of temporary private parklets into permanent outdoor patron areas, such areas must be constructed of appropriately durable and permanent materials, and of a design and construction that visually and functionally relates to the established business or premises. Permanent outdoor patron areas must also meet all current safety and accessibility standards, including, but not limited to, any requirements of the Department of Alcoholic Beverage Control ("ABC") for the serving of alcohol on outdoor patios and similar areas.[1]

Development Plan Amendment

Most commercial properties in the City and their related businesses operate under a Development Plan approved and administered by the City. The Development Plan provides a comprehensive description of the permitted improvements (e.g., buildings, parking areas, landscape areas, etc.) and approved uses (e.g., restaurant, office, retail, etc.). Development Plans are approved by the Planning Commission (or City Council on appeal) and are subject to various project-specific conditions of approval that stipulate rules for how the improvements are to completed and/or how the business is to operate. In some cases, the original Development Plan can date back years or even decades but can still cover newer businesses, so long as the overall type or intensity of use has not significantly changed. Typically, when there is a significant change in use or intensity

[1] The California Legislature passed legislation Assembly Bill ("AB") 1217 (2023) and AB 61 (2021) to sustain outdoor dining areas across California by extending regulatory flexibility on key issue areas, including additional ABC flexibility. This flexibility is currently set to expire on July 1, 2026.

(e.g., retail use changes over to restaurant, etc.), or there is a significant change in the permitted improvements (e.g., large building addition; new construction), an updated Development Plan is required.

The City also has the ability to review and approve amendments to an existing approved Development Plan, wherein there has been a change in the approved improvements or uses that merits City review and documentation but falls short of requiring an entirely new Development Plan. Development Plan Amendments can be either minor in scope, which are subject to review and approval by the Community Development Director; or major in scope, which require review and approval by the Planning Commission or City Council. The Community Development Director may exercise discretion in determining whether a proposed change qualifies as "minor" or "major." Typically, to qualify for a minor "Director-level" Amendment, the contemplated change must not deviate from any required zoning standards (e.g., required parking, landscape coverage, etc.) and not result in a significant change in the appearance or intensity of use from what was originally approved.

Having reviewed the remaining private parklets that are in use, Staff believes that most, if not all, of the businesses that wish to pursue permitting of private parklet areas as permanent outdoor patron areas, could likely be handled via the minor "Director-level" Development Plan Amendment process. Applicants would be required to apply for a Development Plan Amendment and provide the necessary supporting materials (e.g., project application, property owner authorization, plans/specifications, deposit fees, etc.). Planning Staff would then review the submitted materials against the relevant project-specific conditions of approval and applicable zoning standards, and if all requirements can be met, prepare the necessary documentation for the Director to approve the minor amendment. As part of the review of each application, the proposed plans for the permanent outdoor patron area would be referred to the City's Architectural Review Board ("ARB") for their input and recommendation. In the event such an application did not qualify for a minor "Director-level" Amendment, it could be referred back to the Planning Commission for a more thorough review through the typical discretionary public hearing process.

Following approval of a Development Plan Amendment, the applicant would be required to apply for and obtain a Building Permit to complete any necessary upgrades or improvements, and to ensure all applicable safety and accessibility standards are met. A completed and signed-off Building Permit would document that all improvements have been satisfactorily completed and the new outdoor patron area is authorized for permanent use.

In anticipation of this type of approach to handling private parklets, and in an effort to reduce applicant cost and time, Staff is considering ways to further streamline the permitting and review process. For example, providing clear expectations up front for what would be required of a parklet to be approved will assist applicants in providing a complete and acceptable application submittal. Likewise, Staff intends to craft master

templates for the ARB staff report, approval letters, and conditions of approval, that can serve as a starting point for each individual Development Plan Amendment application.

Finally, acknowledging that the June 30th expiration for temporary private parklets is less than three months away and that it will take time for applicants to prepare and submit their respective applications, and for Staff to complete the necessary reviews and approvals, Staff proposes a grace period beyond the June 30th expiration date for those businesses that submit a complete application prior to the cutoff and that make a good faith effort to work towards approval of a Development Plan Amendment. Businesses that fail to submit a complete application prior to the June 30th expiration date, or that fail to demonstrate a good faith effort towards permit approval following submittal of a complete application, will be required to remove their temporary private parklet and can pursue approvals for any subsequent permanent outdoor patron areas on their own timeline (while still utilizing the streamlined permitting process described above).

Assembly Bill ("AB") 2097 - Parking Exemption Near Transit

In the past, required parking has often served as the single most significant impediment to accommodating intensified land uses, whether it is related to new building square footage (i.e., a building addition), or an intensified land use (e.g., change of use, expanded seating area, etc.). In the case of most restaurants, cafes, breweries, and similar food- or beverage-serving establishments, required parking has historically been calculated as the cumulative sum of a building square footage-based parking rate (e.g., 1 space per 500 square feet of building area) and an additional seating area parking rate (e.g., 1 space per 50 square feet of seating area). In the downtown area, where most properties do not provide all of their required parking onsite (and are often actively discouraged from doing so), the only alternate means of resolving increased parking requirements tied to an intensification of use has been through seeking discretionary approval of a parking modification or reduction, or offsetting required parking through payment of an in-lieu fee (currently at a rate of approximately $25,800 per space). Accordingly, it has often been cost prohibitive, particularly for commercial tenants who do not own their building, to pursue efforts to expand their respective businesses.

However, a recent Assembly Bill passed by the State Legislature in 2022 and that took effect in January 2023 changes that situation for most types of new development in areas served by certain types of qualifying transit. AB 2097, Parking Exemption Near Transit, prohibits a local public agency from requiring minimum parking standards on most development projects (including most types of commercial development) within one-half mile of defined "public transit." In the City of Carpinteria, the only transit stop that currently qualifies under this law is the City's train platform located off Linden Avenue at Fifth Street. The radius map included as Attachment B to this report demonstrates how the one-half mile radius from the train platform covers the entire downtown core of the City along with much of the surrounding neighborhoods roughly

bounded by U.S. Highway 101 to the north, Carpinteria Creek to the east, the Pacific Ocean to the south, and Santa Monica Creek to the west.

Application of this law by businesses seeking to expand their footprint or further intensify their use, and that might have historically triggered a requirement for additional parking, would no longer face this hurdle. Applicants would still be required to apply for and obtain permit approvals from the City for new or intensified development, including the conversion of temporary private parklets to permanent outdoor patron areas that are the subject of this report, however, the City would be barred from requiring any additional parking for these expanded areas. The City may instead require the applicant to provide or invest in other types of alternative transportation to help offset single occupancy vehicle usage and impacts to remaining parking resources. (See Attachment C.) Such efforts could include, for example, provision of additional bicycle parking facilities for employees and patrons (e.g., onsite bicycle racks or secure bicycle storage area), subsidizing or supporting transit use by employees through the provision of transit passes or increased employee benefits, offering incentive-based programs for employees or patrons to encourage and reward use of alternative transportation , support for multi-modal and micro-mobility transportation options, and similar programs.

While application to date of AB 2097 within the City of Carpinteria remains very limited, it is expected to become more widespread as properties redevelop and/or businesses seek to expand. In the case of the subject private parklets, use of the exemption from minimum parking standards granted by AB 2097 would allow for these areas to be converted to permanent additional outdoor patron areas without triggering additional parking.

POLICY CONSISTENCY

There are a number of policies within the City's General Plan/Coastal Land Use Plan that support efforts to enhance business activity in the City's commercial areas while ensuring such intensified uses contribute to and preserve the City's unique "small beach town" charm. These policies include, but are not limited to, the following:

Policy LU-3g: *Provide for a range of business activities that bring vitality, revenue, and employment to the City of Carpinteria, and are compatible with its small town character*; and

Policy CDS2-b: *To enhance the pedestrian character of the downtown's street, plazas, paseos, parks and lanes; and*

Implementation Policy 26: *The provision of small spaces with benches, fountains, public art and other special elements that encourage people to gather and linger in public should be encouraged, particularly where they support businesses, such as sidewalk cafes.*

Outdoor dining and gathering areas gained popularity during the COVID-19 pandemic and remain an amenity that has proven successful for businesses and popular with patrons. Such spaces, when designed and executed appropriately, can also help to foster a more lively, attractive, and vital downtown environment. Efforts to support the transition of temporary private parklets, that would otherwise be phased out, into new permanent expanded outdoor patron areas supports the intent of the above policies. Further, by accommodating the review and permitting of such amenities through the City's existing permitting practices, including review by the ARB, Staff has the available tools and processes in place to ensure such improvements contribute to the desired success and preservation of the City's downtown environment.

FINANCIAL CONSIDERATIONS

No Additional Funding Requested. Minimal staff time to prepare the report is included in the Adopted FY 2023-24 General Fund Budget. Should the Council direct Staff to proceed with processing requests for private parklets in the manner described by staff, full cost recovery would be achieved from project applicants through payment of permit deposits and fees. In the event the Council directs staff to explore options for a new private parklet ordinance, the work effort would be assigned to Long Range Planning staff as part of their General Fund/Measure X-funded responsibilities and made part of a future work plan.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The City Attorney's office has reviewed and assisted in the preparation of this report. Staff anticipates the City Attorney's office will also assist in the preparation of the standard conditions template to be used for the permitting of expanded or new permanent outdoor patron areas, including any required conditions related to the application of AB 2097.

OPTIONS

List the recommended action and any alternative actions.

PRINCIPAL PARTIES EXPECTED AT MEETING

Businesses interested in private parklets

ATTACHMENTS

Attachment A. List of current temporary private parklets
Attachment B. AB 2097 Applicability Map
Attachment C. California Coastal Commission, Implementation of Assembly Bill 2097 (Friedman) Relating to Minimum Parking Requirements Near Major Transit Stops

Staff contact: Nick Bobroff, Community Development Director
(805) 755-4407, nickb@carpinteriaca.gov

Signature

Reviewed by: Michael Ramirez, City Manager
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Signature

Attachment A.

List of Current Private Parklets

Permitting Options for Private Parklets
April 8, 2024 City Council Meeting

Current Temporary Private Parklets

- Carpinteria Athletics, 5423 Carpinteria Ave.
  - Limited outdoor gym area in rear parking lot
- Giovanni's (formerly the Good Plow), 5205 Carpinteria Ave.
  - Outdoor fenced patio area partially located in parking lot
- BrewLAB, 4191 Carpinteria Ave. #8
  - Outdoor fenced patio located in drive aisle
- Apiary, 4191 Carpinteria Ave. #10
  - Outdoor fenced patio located in drive aisle
- Rincon Brewery, 5065 Carpinteria Ave.
  - Outdoor fenced patio area located in landscape area
- Sunburst, 5080 Carpinteria Ave.
  - Outdoor fenced patio area located in landscape area

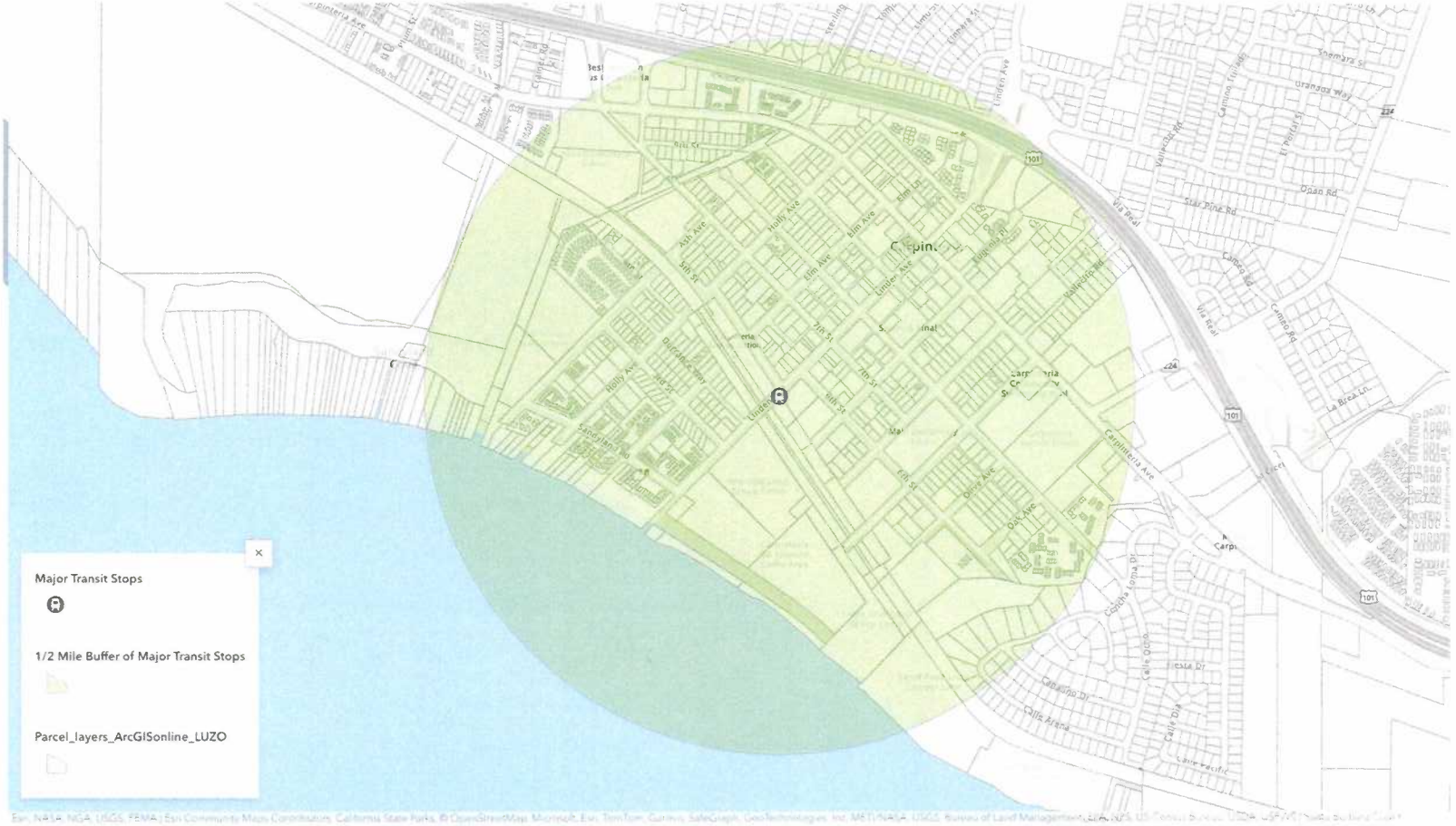
Attachment B.

AB 2097 Applicability Map

Permitting Options for Private Parklets
April 8, 2024 City Council Meeting

AB 2097 Applicability Map

for City of Carpinteria



Source: Santa Barbara County Association of Governments (SBCAG)
https://storymaps.arcgis.com/stories/0567a1a297454cfca4a27cebf1894f9c

Attachment C.

California Coastal Commission, Implementation of Assembly Bill 2097 (Friedman) Relating to Minimum Parking Requirements Near Major Transit Stops

Permitting Options for Private Parklets
April 8, 2024 City Council Meeting

CALIFORNIA COASTAL COMMISSION
455 MARKET STREET, SUITE 300
SAN FRANCISCO, CA 94105-2421
VOICE (415) 904-5200
FAX (415) 904-5400

To: Planning Directors of Coastal Cities and Counties
From: Dr. Kate Huckelbridge, Executive Director, California Coastal Commission
Date: June 30, 2023

RE: Implementation of Assembly Bill 2097 (Friedman) Relating to Minimum Parking Requirements Near Major Transit Stops

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I. Introduction

Effective January 1, 2023, Assembly Bill (A.B.) 2097 (Friedman, Ch. 459, Stats. 2022) prohibits public agencies, including the Coastal Commission and local governments, from imposing or enforcing minimum automobile parking requirements on most development projects located within one-half mile of a major transit stop. This legislation may help reduce vehicle miles traveled and encourage denser infill development consistent with some of the goals of the Coastal Act. However, the law will require the Commission and local governments to implement the Coastal Act's mandate to maximize access to the coast and to coastal recreation areas in a new way. Historically, the Commission and local governments implementing their Local Coastal Programs (LCPs) have often imposed minimum parking requirements to ensure that development is consistent with the public access and recreation policies of the Coastal Act and certified LCPs. These public access and recreation policies continue to apply, but imposition of such minimum parking requirements is no longer allowed where AB 2097 applies.

This memorandum discusses how the Commission and local governments can impose other types of conditions in these areas to ensure projects and LCPs are consistent with the public access and recreation policies of the Coastal Act and certified LCPs. Still, AB 2097 is likely to cause public access impacts in the coastal zone that will be difficult to fully mitigate. It will also likely have impacts far outside the transit-rich areas it directly applies to, as inland residents and visitors may have a harder time traveling to access the coast. The public access and recreation impacts of new development that does not provide public parking can be most effectively addressed through regional and local planning, rather than at a project level review. Local governments will need to plan for and develop alternative ways for the public to access the coast from across their jurisdictions, such as through investing in public transit and developing programs that facilitate public access by, for example, creating free shuttles to the coast and additional public parking facilities. On a project level, special conditions that facilitate public transit, alternative transportation, and additional public access opportunities, such as requiring bicycle parking or in-lieu fees, may mitigate the public access and recreation impacts of development. This memorandum includes examples of LCP policies and project conditions that the Commission and local governments may impose to facilitate public access and recreation in a manner consistent with this new law.

II. Overview of AB 2097 Requirements

AB 2097 prohibits public agencies from imposing or enforcing any minimum automobile parking requirements on residential, commercial, and other development projects located within one-half mile of a major transit stop (Gov. Code § 65863.2(a)).

a. Who

The new law applies to public agencies, which are defined to include "the state or any state agency, board, or commission, any city, county, city and county, including charter cities, or special district, or any agency, board, or commission of the city, county, city and county, special district, joint powers authority, or other political subdivision" (Gov. Code § 65863.2(e)(4)). Accordingly, AB 2097 prohibits both local governments and the Coastal Commission from imposing or enforcing minimum parking requirements on development projects located within one-half mile of a major transit stop.

b. What

AB 2097 prohibits public agencies from imposing or enforcing any minimum automobile parking requirements on residential, commercial, and other development projects located within one-half mile of a major transit stop (Gov. Code § 65863.2(a)). However, public agencies can require minimum parking standards in any of the following cases:

- Projects where any portion is designated for use as a hotel, motel, bed and breakfast inn, or other transient lodging, unless a portion of a housing development project is designated for use as a certain kind of residential hotel (Gov. Code § 65863.2(e)(6)).
- Commercial projects where (a) the prohibition on imposing minimum parking requirements would conflict with an existing contractual agreement of the public agency that was executed before January 1, 2023, and (b) all of the required commercial parking is shared with the public (Gov. Code § 65863.2(h)(1)).[1]
- When a local government makes written findings that not imposing or enforcing minimum automobile parking requirements on a development would have a substantially negative impact on: (1) its ability to meet its Regional Housing Needs Assessment ("RHNA") allocation for low- and very low income households; (2) its ability to meet certain special housing needs for the elderly or persons with disabilities; or (3) existing residential or commercial parking within one-half mile of the housing development project (Gov. Code § 65863.2(b)).[2] This exception to the prohibition does not apply to housing development projects that: (1) dedicate a minimum of 20 percent of the total number of housing units to very low, low-, or moderate-income households, students, the elderly, or persons with disabilities; (2) contain less than 20 housing units; or (3) are subject to parking reductions based on the provisions of any other applicable law (Gov. Code § 65863.2(c)).

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[1] This prohibition on the imposition of parking requirements also does not apply to an existing contractual agreement that is amended after January 1, 2023, provided that the amendments do not increase commercial parking requirements (Gov. Code § 65863.2(h)(1)).

[2] This exception only applies to a city or county's imposition or enforcement of minimum parking requirements (Gov. Code § 65863.2(b)).

In addition, public agencies must continue to impose the following existing parking requirements:

- Event centers must provide parking for employees and other workers when required by local ordinance (Gov. Code § 65863.2(d)).
- New multifamily residential and nonresidential development is required to provide electric vehicle (EV) supply equipment parking spaces and parking spaces that are accessible to persons with disabilities that would have otherwise been required (Gov. Code § 65863.2(f)).

Although public agencies may not impose minimum parking requirements on development projects in designated areas, all Coastal Act and LCP provisions other than those requiring minimum automobile parking continue to apply in these areas, including provisions relating to protecting, enhancing, and maximizing public access and recreation opportunities. Accordingly, the Commission and local governments will need to ensure that development projects within one-half mile of major transit stops comply with these Coastal Act and LCP provisions in ways other than imposing minimum parking requirements. The new law also allows developers to voluntarily provide parking, and public agencies may approve projects with such voluntarily provided parking. If a project voluntarily provides parking, AB 2097 allows a public agency to require any of the following: (1) the parking include spaces for car share vehicles, (2) spaces be shared with the public, or (3) parking owners charge for parking (Gov. Code § 65863.2(g)). A public agency may not, however, require that voluntarily provided parking be provided to residents of a housing development free of charge (*Id.*). The law does not contain a similar restriction prohibiting an agency from requiring that voluntary parking be provided to the public free of charge. Voluntarily provided parking can be considered when analyzing whether a proposed project is consistent with the Coastal Act or LCP.

c. Where

AB 2097 only applies to projects located within one-half mile of a major transit stop (Gov. Code § 65863.2(a), (e)(5)). A "major transit stop" is a site containing: (1) an existing rail or bus rapid transit station;[3] (2) a ferry terminal served by either a bus or rail transit service; (3) the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods; or (4) a major transit stop identified in the applicable regional transportation plan (Gov. Code § 65863.2(e)(5), Pub. Res. Code §§ 21155(b), 21064.3). A project is considered within one-half mile of an AB 2097 major transit stop if all parcels within the project have no more than 25 percent of their area farther than one-half mile from the stop and if not more than 10 percent of the residential units or 100 units, whichever is less, in the project are farther than one-half mile from the stop (Pub. Res. Code § 21155(b)).

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[3] A "bus rapid transit station" means a clearly defined bus station served by mass transit service that is provided by a public agency or by a public-private partnership that includes all of the following features: (1) full-time dedicated bus lanes or operation in a separate right-of-way dedicated for public transportation with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods; (2) transit signal priority; (3) all-door boarding; (4) fare collection system that promotes efficiency; and (5) defined stations (Pub. Resources Code, § 21060.2).

The new law did not create (or require creation of) maps or datasets indicating where major transit stops are located. Without a centralized dataset identifying the location of major transit stops, these stops will likely need to be identified on a case-by-case basis. Coastal Development Permit (CDP) applicants and/or local governments should submit information clearly demonstrating whether the project site or proposed LCP amendment area is located within one-half mile of a major transit stop. Some local governments or associations of governments may have maps that depict major transit stops or other helpful transit information in the area. The below map viewers may be a helpful place to start when evaluating projects and LCP amendments in certain areas:

- **San Diego**: The City of San Diego maintains a map viewer that identifies transit priority areas (TPAs), which includes major transit stops in the City.[4] The San Diego Association of Governments (SANDAG) also maintains a map viewer with various transit information, such as rapid bus routes and rail lines, and other transit information beyond an AB 2097 "major transit stop."
- **Los Angeles:** The Southern California Association of Governments maintains a map viewer for the Los Angeles area that identifies "high quality transit areas", which includes "major transit stops" (as defined above).[5] In addition, the City of Los Angeles maintains a map viewer that identifies whether an address is eligible for AB 2097.
- **San Francisco Bay Region:** The Metropolitan Transportation Commission (MTC) map viewer for the San Francisco Bay Region identifies TPAs, which includes major transit stops in this area.[6]

Other metropolitan planning organizations (MPOs) and regional transportation planning agencies (RTPAs) may also have information relevant to the location of major transit stops.[7]

d. When

AB 2097 became effective on January 1, 2023.

e. Why

AB 2097 states that mandatory parking minimums can increase the cost of housing, limit the number of available units, lead to an oversupply of parking spaces, and increase greenhouse gas emissions (Gov. Code § 65863.2(i)). As a result, the legislation states that

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[4] This map viewer may be broader than the area where AB 2097 currently applies, as the viewer also identifies AB 2097 major transit stops that are planned, if the planned stop is scheduled to be completed within the planning horizon included in a Transportation Improvement Program or applicable regional transportation plan.

[5] This map viewer also includes "high quality transit areas" which could potentially be broader than an AB 2097 "major transit stop," as these areas also include corridors with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours. In addition, this map viewer is based on data from 2016 and may not reflect existing levels of transit service.

[6] This map viewer may be slightly broader than the area where AB 2097 applies as the viewer (like the San Diego viewer) also identifies AB 2097 major transit stops that are planned, if the planned stop is scheduled to be completed within the planning horizon included in a Transportation Improvement Program or applicable regional transportation plan.

[7] The contact information for MPOs and RTPAs is available on Caltrans' website here.

it must be interpreted in favor of the prohibition against imposing mandatory parking minimums (*Id.*).

Historically, land use agencies have required new development proposals to provide off-street parking spots for residents or users to avoid increased parking congestion and its associated impacts. The Coastal Commission and many local governments implementing their LCPs have imposed minimum parking requirements to ensure that new development is consistent with the policies of the Coastal Act and certified LCPs, including those relating to public access and recreation. In many areas, parking requirements have contributed to urban sprawl. Conflicts between the prioritization of pedestrian, bicycle, and other forms of transportation and parking requirements can occur in built-out areas where space is limited. AB 2097 could potentially lead to denser infill development and a reduction in vehicle miles traveled consistent with the goals of some Coastal Act policies such as Section 30250, which generally requires new development to be concentrated within, contiguous with, or near existing developed areas able to accommodate it, and Section 30253(d), which requires new development to minimize vehicle miles traveled. The statute's intent to reduce greenhouse gas emissions by reducing vehicle dependency is also consistent with Coastal Act Section 30253(c), which requires new development to meet air pollution control requirements imposed by the California Air Resources Board; Section 30604(h), which states that the Commission may consider environmental justice and the equitable distribution of environmental benefits statewide in permit actions; and Section 30270, which requires the Commission to take into account the effects of sea level rise, which is a direct consequence of greenhouse gas emissions and climate change, in its coastal resource planning and permitting activities.

However, AB 2097 is also likely to cause public access and recreation impacts in the coastal zone that will be difficult to fully mitigate. As discussed further below, the Coastal Act requires the Commission and local governments to protect access to our coastal shorelines and beaches. To a large extent, this access still relies on cars and parking along the coast. This is particularly the case for coastal visitors and inland residents that must travel far to reach the coast and cannot afford to live in coastal areas. AB 2097 only applies in areas with existing public transit, but it does not require that this transit be able to connect visitors and inland residents traveling from elsewhere to the coast. In the coastal zone, high costs of housing and historical exclusionary public policies and private practices such as refusing to finance home purchases for households of color and imposing deed restrictions that restricted sales of homes to certain groups based on race, creed, or color have excluded households of color and lower income households from owning and renting property on the coast.[8] As a result, applying AB 2097 in the coastal zone may raise environmental justice concerns as lower income households and households of color are less likely than wealthy, white households to live on the coast, and thus may have more difficulty accessing the coast without adequate public parking.

[8] Coastal Commission Report on the Historical Roots of Housing Inequity and Impacts on Coastal Zone Demographic Patterns (2022). See also the Coastal Commission's Adopted Environmental Justice Policy.

III. Application in the Coastal Zone

Although AB 2097 prohibits the Commission and local governments from imposing minimum parking requirements on most types of development projects within one-half mile of major transit stops, the Coastal Act and certified LCPs otherwise continue to apply in these areas. Local governments should update their LCPs to conform with AB 2097 and require alternative kinds of mitigation where a project's lack of parking contributes to adverse impacts to coastal resources.

a. Public Access and Recreation Provisions of the Coastal Act

A primary goal of the Coastal Act is to maximize public access to the coast, as reflected in Sections 30001.5(c), 30210, and the other public access and recreation sections of the Coastal Act. Section 30210 of the Coastal Act requires that maximum public access and recreation opportunities to the coast be provided, consistent with public safety needs and the need to protect public rights, rights of private property owners, and natural resource areas from overuse. The Commission has found that the direction of Section 30210 "to maximize access represents a different threshold than to simply provide or protect such access, and is fundamentally different from other like provisions in this respect: it is not enough to simply provide access to and along the coast, and not enough to simply protect access; rather such access must also be maximized."[9] In furtherance of this goal, Section 30500 of the Coastal Act requires that each LCP contain a specific public access component to assure that maximum public access to the coast and public recreation areas is provided.

A number of Coastal Act policies are relevant when analyzing the impacts that new development may have on public parking near the coast. New development in the coastal zone cannot interfere with existing public access, including in terms of parking (Section 30211); must generally provide public access from the nearest public roadway to the shoreline and along the coast (Section 30212); and must be located within or near existing developed areas able to accommodate it or in other areas with adequate public services where it will not have significant adverse effects, either individually or cumulatively, on coastal resources, including public access and recreation (Section 30250). Lower cost visitor and recreational facilities, which could include public visitor parking areas, are required to be protected, encouraged, and, where feasible, provided (Section 30213). Oceanfront lands suitable for recreational use, which could include visitor parking areas, are required to be protected for recreational use and development, and upland areas necessary to support coastal recreational uses are required to be reserved for such uses, where feasible (Sections 30221 and 30223, respectively). Further, Coastal Act Section 30252 provides that the location and amount of new development should maintain and enhance public access to the coast by, among other means, providing adequate parking facilities or providing substitute means of serving the development with public transportation. Section 30212.5 of the Coastal Act requires that wherever appropriate and feasible, public facilities, including parking areas or facilities, must be distributed throughout an area to mitigate against the impacts, social and otherwise, of overcrowding or overuse by the public of any single area. Section 30214 allows for public access policies to consider the unique characteristics of new development, and to allow for public access

[9] City of Carpinteria Transportation Improvements LCP Amendment (No. LCP-4-CPN-15-0018-1, 2015).

to be tailored in an appropriate manner considering that context. Finally, through Section 30604(h), the Commission may consider the equitable distribution of environmental benefits throughout the state, including parking to access the coast.

New development near the coast can negatively impact public access and recreation by increasing the demand for automobile parking without providing sufficient additional parking to offset this increase in demand, thus leading to fewer parking spaces available to the public for coastal access. This is particularly important for visitors and inland residents who do not live near the shoreline, for whom a trip to the beach often means using a car to transport people, pets, food, drink, and beach equipment to shoreline destinations, particularly when there is a dearth of transit alternatives to reach the beach. To ensure consistency with the public access and recreation provisions of the Coastal Act outlined above, the Commission has imposed minimum automobile parking requirements on proposed development such as requiring a minimum number of onsite parking spaces be provided or maintained by new residential development so that residents do not reduce the availability of on-street parking for visitors accessing the coast and nearby beaches.[10] The Commission has also imposed minimum automobile parking requirements in modifications to LCP policies for consistency with the public access and recreation provisions of the Coastal Act. For example, in recent LCP amendments proposed to update policies consistent with new state Accessory Dwelling Unit (ADU) laws, the Commission has typically imposed minimum onsite parking requirements for new ADUs located near prime visitor destinations with constrained on-street public visitor parking.[11] In addition, the Commission often certifies proposed LCP provisions that require that new development meet minimum automobile parking requirements.

b. Alternatives to Imposing Minimum Automobile Parking Requirements

Local governments and the Commission may no longer apply LCP policies or project conditions that require minimum automobile parking in areas designated by AB 2097. But the new law does not otherwise change the Commission's or local governments' authority to implement the Coastal Act and LCP provisions, including as it relates to visitor public parking needs. The Commission and local governments must find other ways to ensure that new development complies with the Coastal Act and LCPs. In this way, the Coastal Act and AB 2097 can be harmonized to the maximum extent feasible so that both laws apply in the coastal zone.

When analyzing projects and LCP updates, local governments should consider the impacts that proposed development located within one-half mile of a major transit stop may have on public access and recreation, and, for LCPs, what strategies can adequately mitigate the impacts of development on access and recreation consistent with the Coastal Act. Some questions to explore may include:

- How much public parking is currently available and what is the current demand for public parking?

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[10] See, for example, Chen Gallagher (App. No. 5-21-0522, 2021); Reed (App. No. 5-20-0656, 2021); and Lloyd (App. No. 5-21-0756, 2022).

[11] See, for example, Santa Cruz ADU LCP Amendment (No. LCP-3-STC-20-0015-1-Part A, 2021) and San Luis Obispo County ADU LCP Amendment (No. LCP-3-SLO-20-0059-2, 2022).

- How might the proposed development or LCP policies impact supply and demand for public parking?
- Whether alternative means of transportation to the coast that support public access and recreation are available?
- Whether a public access improvement program exists or can be established?
- Where coastal visitors are coming from, how visitors get to the coast, and what demographics visitors represent?
- Whether there is a disproportionate impact on environmental justice communities[12] or people with disabilities in accessing the coast, and whether there are measures available to ensure access is equitable?

This information may help frame what alternatives (e.g., public transit, car share, bikes, free shuttles) are available to maximize public access and recreational opportunities, and which Coastal Act and LCP provisions may be relevant for the analysis. Where this information does not exist or is difficult to obtain, monitoring and adaptive management LCP policies may be helpful to develop this information.[13]

Planning. Like the Commission, local governments can no longer impose minimum automobile parking requirements on most types of development projects located within one-half mile of a major transit stop. As a result, local governments must consider alternative ways of implementing the public access and recreation provisions of the Coastal Act and LCPs, such as through LCP policies that encourage the use of public transit and alternative forms of transportation in areas near major transit stops. LCPs could, for example, plan for and encourage:

- Increased public transit to visitor destination areas, such as increased transit service areas or routes, shorter intervals of service, additional bus stops, and park-and-ride lots and shuttles
- Free or low cost shuttles connected to public park-and-ride facilities that provide appropriate design (e.g., to meet the needs of beach visitors and people with disabilities) and adequate intervals and duration of service to public access and recreational areas
- Public access in-lieu/development fee programs (example provided below) intended to improve, protect, and enhance public access and recreation opportunities for people of all abilities and incomes

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[12] In this memo, the terms "underserved communities" and "environmental justice communities" are used interchangeably with the term "communities of concern." All these terms refer to low-income communities, communities of color, and other populations with higher exposure and/or sensitivity to adverse project impacts due to historical marginalization, discriminatory land use practices, and/or less capacity to mitigate adverse impacts.

[13] See, for example, the City of Del Mar Parking Adjustments LCP Update (No. LCP-6-DMR-21-0081-2, 2023), which reduced parking requirements for certain commercial uses in several areas throughout City. Commission modifications authorized the change for a limited term of eight years and required creation of an ongoing Parking Management Program that must include an inventory of existing public parking areas, analyze parking occupancy and demand, and provide recommendations to address how parking programs and services should be adjusted to maximize access to the shoreline.

- Complete streets designs and the integration of multi-modal transportation improvements, such as bike lanes and bike parking
- Development of additional public parking facilities and opportunities near coastal access and recreation areas
- Affordable Electric Vehicle (EV) charging infrastructure
- Elimination and/or prohibition of preferential parking programs for residents
- Development of low-income parking pass programs
- Regulations on public parking that encourage visitor-serving uses, such as time limits in some cases
- Shared parking arrangements that encourage or require private parking areas to be made available for public parking during times when these parking areas are underutilized
- Employee transit subsidy programs, such as reimbursement for use of alternative transportation, carpooling, or park-and-ride services[14]
- Transportation demand management programs, such as providing transit passes to workers, students, or residents
- Adequate bicycle parking and lockers
- Micromobility programs, such as bicycle and electric scooter rentals
- Meaningful and accessible outreach and public education on public access opportunities and alternative transportation programs[15]
- Other means of providing public access to and along the coast

One way for local governments to implement the public access and recreation provisions of the Coastal Act and LCPs without imposing or enforcing minimum parking requirements is to establish in-lieu fee programs that mitigate the negative impacts of development on public access and recreation. Such fees can be used to improve a variety of public access and recreation opportunities, including by providing additional parking opportunities where appropriate. For example, the City of Laguna Beach has an in-lieu parking certificates program that allows developers to pay a fee in-lieu of providing public parking, which is used to create additional public parking and to improve public transit.[16] In addition to this program, the City has actively encouraged multi-modal transportation, provides a free trolley service, and runs a pilot project that allows for a reduction in parking requirements when a proposed use provides for and promotes the use of alternative modes of transportation such as free shuttles, ride-sharing, carpools, public transit, bicycles and walking. As another example, the City of Hermosa Beach uses development fees to improve public access and recreation opportunities, including public parking. The Commission has conditioned several projects from Hermosa Beach that were unable to provide adequate onsite parking spaces on payment of a fee to the City to offset public access impacts of the projects.[17] Local governments should analyze whether in-lieu fees that fund public access programs that use their funds solely to pay for automobile parking

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[14] Though see Cal. Health & Safety Code § 40717.9, which limits public agencies' ability to impose employee trip reduction programs.
[15] See, for example, Orange County Parks (5-07-370-A2).
[16] See LCP Amendment No. LCP-5-LGB-19-0139-1.
[17] See, for example, Franco, 5-20-0597; 1429 Hermosa, LLC, 5-13-0717; B&J Capital Group Investments, 5-20-0181.

improvements are consistent with AB 2097, and whether public access programs that fund other public access improvements in addition to public parking could more effectively maximize public access and recreation.

Some examples of certified LCP policies that encourage alternative forms of transportation are listed below.

- **City of Encinitas Bicycle and Pedestrian Connectivity LCP Update (No. LCP-6-ENC-19-0158-3, 2020):** Required new development to add bicycle and pedestrian interconnection opportunities between adjacent land uses through dedication of an easement. Application of this requirement is based on several factors relating to feasibility, such as topography, adjacent land uses, existing physical barriers, and access to existing trails and public access points.
- **City of San Diego Complete Communities LCP Update (No. LCP-6-SAN-21-0033-1):** Added Complete Communities program that included an optional Housing Solutions program to increase housing production by removing regulatory barriers and granting development incentives to projects that incorporate affordable housing and neighborhood-serving infrastructure amenities within TPAs; and a mandatory Mobility Choices requirement for development to fund or provide amenities and active transportation infrastructure designed to reduce Vehicle Miles Traveled (VMT), or pay an in-lieu fee.
- **City of Morro Bay Comprehensive LCP Update (No. LCP-3-MRB-21-0047-1, 2021):** Added LUP policies emphasizing public transit, active transportation, and pedestrian and bicycle amenities particularly in waterfront and downtown areas.
- **City of Half Moon Bay Downtown Revitalization LCP Update (No. LCP-2-HMB-20-0019-1, 2020)**: Reduced parking requirements in certain mixed-use and residential zoning districts in the City, as supported by parking demand studies, and implemented strategies to promote a more pedestrian-oriented active downtown area.

Unlike individual projects, LCPs can help provide a vision and plan for alternative means of access and transportation throughout a local jurisdiction. Policies and programs that may reduce the public access impacts resulting from scarce public parking in coastal areas, such as new or increased public transit and multimodal options, are often better addressed in LCPs rather than on a project-by-project basis. Accordingly, local governments should update their LCPs to protect and maximize public access and recreation in ways other than minimum automobile parking requirements in areas where AB 2097 applies.

Permitting. In some cases, a project applicant may voluntarily propose adequate parking, alternative modes of transportation, or other project components that fulfill the requirements of the Coastal Act and LCPs. In other cases, the Commission and local governments will need to impose special conditions other than minimum parking requirements that allow the project to be consistent with the Coastal Act and LCP public

access and recreation provisions.[18] Some examples of conditions other than minimum parking requirements that the Commission has imposed to make a project consistent with the public access and recreation provisions of the Coastal Act or relevant LCPs include:

- **Public transit and alternative transportation conditions.** The Coastal Act emphasizes the importance of public transit and alternative means of transportation in facilitating public access and reducing VMT. Coastal Act Section 30252 provides that:

  > *the location and amount of new development should maintain and enhance public access to the coast by (1) facilitating the provision or extension of transit service, (2) providing commercial facilities within or adjoining residential development or in other areas that will minimize the use of coastal access roads, (3) providing nonautomobile circulation within the development, (4) providing adequate parking facilities or providing substitute means of serving the development with public transportation, (5) assuring the potential for public transit for high intensity uses such as high-rise office buildings, and by (6) assuring that the recreational needs of new residents will not overload nearby coastal recreation areas by correlating the amount of development with local park acquisition and development plans with the provision of onsite recreational facilities to serve the new development.*

  In addition, Section 30253 requires new development to minimize energy consumption and VMT and to meet air pollution control requirements, which can include the facilitation of public and alternative means of transportation. AB 2097's prohibition on imposing minimum parking requirements only applies in areas within one-half mile of major transit stops. Accordingly, projects in these areas are more likely to be able to mitigate their public access and recreation impacts through public and alternative transportation measures than projects in areas with more limited public transit. It may not be feasible, however, to condition single-family residences and other types of smaller residential development on the provision of public or alternative transportation measures that must be coordinated across a large area to work effectively (e.g., bus, bike, or rail infrastructure), unless a local government or other entity has a program that can manage and coordinate the required public and alternative transportation measures. Some examples of CDPs that mitigated for public access impacts through support or development of public and alternative transportation options—such as transportation demand management programs, bicycle parking and infrastructure, support for public transit, and reduced rates for car-free hotel rooms—are below.

  - **McKinley Family Trust (App. No. 5-20-0598, 2021):** Conversion of existing retail space to restaurant located approximately 200 feet from beach;

[18] In some circumstances, a local government may still impose minimum automobile parking requirements when it makes written findings that not imposing or enforcing minimum automobile parking requirements on a development project would have a substantially negative impact on existing residential or commercial parking within one-half mile of a housing development project or for the other reasons specified in AB 2097 (Gov. Code § 65863.2(b)).

mitigated impacts on public access by applicant's proposal to contribute $3,000 annually to the City of San Clemente to fund multi-modal access (a portion of which will be used to fund two new metered public parking spaces in the vicinity), and through a Transportation Demand Management Program (TDMP) that included reimbursing all employees for 100% of the public transportation fares incurred to travel to and from work and an employee education program informing employees of public transit options, ridesharing, and bicycle infrastructure nearby with the aim of reducing the need for on-site parking at the project site.

- **Franco (App. No. 5-20-0597, 2021):** Conversion of existing apartment complex with no on-site parking into a new hotel with two parking spaces located less than 350 feet from the beach; mitigated impacts to public access by applicant's proposal and special conditions requiring a TDMP that included 12 bicycles provided on-site to hotel guests at no cost, a new 16-bicycle rack within the City of Hermosa Beach's right of way, free transit passes to hotel employees, rooms provided to guests who arrive at the hotel without an automobile at a 10% discount, and two rooms always designated as "car-free," in addition to a $28,900 in-lieu fee paid to the City for each required parking space not provided on-site..
- **Street Retail West II, LP (App. No. 5-20-0522, 2021):** Conversion of existing retail structure with no onsite parking into a recreational fitness center located 0.2 miles from the beach and near high quality transit options; mitigated impacts to public access through proposed TDMP that included reimbursing all employees 100% of public transportation fares, provision of lockers and showers to employees and customers who choose alternative forms of transportation to and from the premise, and inclusion of an information center at the front desk to publicize the TDMP, and City of Santa Monica-required in-lieu fee for bicycle parking.
- **Ocean Avenue, LLC (App. No. 5-21-0139):** Redevelopment of an existing hotel with 103 on-site parking spaces into a new mixed-use development with 428 on-site parking spaces; mitigated impacts to traffic congestion and parking in visitor-serving downtown area with a new wayfaring plan and included special conditions requiring a TDMP that included monetary incentives and free transit passes for carpooling employees; discounts for residents that do not require a parking spaces, 342 bicycle parking spaces, and 43 electrical vehicle charging spaces. The TDMP included surveys to determine whether vehicle miles traveled had been successfully lowered.

- **Public Access and Recreation Fees.** In appropriate cases, a public access and recreation fee could be imposed as mitigation for development that will negatively impact public access and recreation, including by increasing demand for public parking near coastal access areas. A fee that is paid into an established public access and recreation program may be able to mitigate part or all of these impacts. Such fees might be held and managed by a state agency (e.g., Coastal Conservancy) or local government, nonprofit, or other third party. The Commission has conditioned projects on payment of a fee to support public access and recreation improvements in combination with other mitigation, such as transportation demand management programs, in several cases where the

development would negatively impact public parking near coastal access areas.[19] If a mitigation fee is imposed, findings for project approval would need to demonstrate that the required mitigation will be related to (i.e., has a nexus with) the project's impacts and is proportional to that impact. Findings should also describe how the Coastal Act or LCP requires maximization of public access and recreation opportunities even though minimum parking requirements may not be imposed, and how the mitigation will address the project's impacts without minimum parking requirements. Local governments should work with their legal counsel to ensure that any such findings and public access and recreation programs appropriately harmonize the Coastal Act, LCPs, and AB 2097.

- **EV Infrastructure and Accessible Parking Spaces.** The Commission has approved many projects that provide accessible parking and has required EV infrastructure in projects, such as large commercial projects, with public access and recreation impacts.[20] AB 2097 does not prohibit public agencies from imposing requirements for EV charging equipment parking spaces or for parking spaces that are accessible to persons with disabilities on new multifamily residential and nonresidential development if those requirements would have otherwise applied to the development (Gov. Code § 65863.2(f)). Accordingly, the Commission and local governments may continue to require EV charging infrastructure and accessible parking on multifamily residential and nonresidential development located within one-half mile of a major transit stop. However, the number of spots limited to EV parking should be considered in the context of the overall parking availability at a location to ensure that adequate parking remains for all as the state transitions to more affordable and accessible EVs for all Californians.

- **Voluntarily Proposed Parking.** When a project applicant proposes to include parking as part of the project, the Commission and local governments can require that the provided parking be shared with the public and include spaces for car share vehicles (Gov. Code § 65863.2(g)). Voluntarily proposed parking can be considered when assessing a project's consistency with the Coastal Act or LCP.

- **Monitoring and Adaptive Management**. To protect public access and recreation to and along the coast in the absence of applying minimum parking standards, local governments should monitor and evaluate the impact to public access and recreation in and near areas where such parking standards no longer apply, including the availability and effectiveness of alternative transportation, public parking supply and overcrowding, impact of any timing or other parking restrictions, and the changes in visitation to the area (e.g., numbers of visitors, local versus regional, statewide or international visitorship). The above measurements should include demographics (such as income, race, ethnicity) to understand access impacts to environmental justice communities. In addition, potential public access and recreation issues should be documented in findings, and conditions could

[19] See, for example, Franco, 5-20-0597; 1429 Hermosa, LLC, 5-13-0717; B&J Capital Group Investments, 5-20-0181.
[20] See, for example, Panattoni Development Co. (Appeal No. A-5-LOB-20-0006, 2021), and California Department of Parks and Recreation, Trippet Ranch (App. No. 4-21-068, 2022).

require monitoring and potential adaptive management for the proposed development, as appropriate.

- **Enforcing Existing Public Parking Regulations**. Local governments should prioritize monitoring public parking availability and enforcing public parking regulations, such as time limits, particularly in parking constrained coastal areas.

Other special conditions could include, for example, public parking time limits, real estate disclosures identifying and acknowledging existing parking limitations, or programs for resident notification of parking limitations.

In sum, local governments must ensure that new development located in areas where AB 2097 applies mitigates its public access and recreation impacts by imposing alternative project conditions where necessary, in conjunction with updated LCP policies that facilitate alternative means or programs for the public to access and recreate at the coast.

IV. Conclusion

The Commission and local governments should harmonize the public access and recreation provisions of the Coastal Act and LCPs with the requirements of AB 2097 to the maximum extent feasible. AB 2097 is a potential step towards reducing our car-centric manner of accessing the coast. However, AB 2097 is likely to have impacts on visitors and inland residents that will be difficult to fully mitigate. Implementation in the coastal zone requires careful analysis and an increased emphasis on alternative ways of providing access to the coast. The Commission and local governments can require and plan for alternatives to imposing minimum automobile parking requirements for development located within one-half mile of a major transit stop, such as LCP amendments encouraging public transit and multi-modal transportation and CDP conditions requiring alternative and public transit amenities. Local governments are encouraged to work closely with Coastal Commission staff to develop strategies that can mitigate for the increased demand for public parking in these areas to the maximum extent feasible and in an equitable manner.

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
April 8, 2024

ITEM FOR COUNCIL CONSIDERATION

A Construction Contract for the 2022 Pavement Rehabilitation Project to Toro Enterprises, Inc., and Agreements for related Construction Management and Inspection, and Testing Services.

STAFF RECOMMENDATION

1. Award a Construction Contract to Toro Enterprises, Inc. in the Total Base Bid amount of $5,416,217 for the 2022 Pavement Rehabilitation Project.
2. Authorize the City Manager to execute an Agreement with Filippin Engineering to provide construction management and inspection services in an amount not-to-exceed $311,320 for the 2022 Pavement Rehabilitation Project.
3. Authorize the City Manager to execute an Agreement with Cotton Shires and Associates, Inc. to provide acceptance/materials testing services in an amount not-to-exceed $86,790 for the 2022 Pavement Rehabilitation Project.
4. Approve a budget appropriation in the amount of $840,250 to the Capital Improvements Fund of the Fiscal Year 2023-24 Capital Improvements Program Budget for the 2022 Pavement Rehabilitation Project.

Sample Motion: I move to:

1. Award a Construction Contract to Toro Enterprises, Inc. in the Total Base Bid amount of $5,416,217 for the 2022 Pavement Rehabilitation Project.
2. Authorize the City Manager to execute an Agreement with Filippin Engineering to provide construction management and inspection services in an amount not-to-exceed $311,320 for the 2022 Pavement Rehabilitation Project.
3. Authorize the City Manager to execute an Agreement with Cotton Shires and Associates, Inc. to provide acceptance/materials testing services in an amount not-to-exceed $86,790 for the 2022 Pavement Rehabilitation Project.
4. Approve a budget appropriation in the amount of $840,250 to the Capital Improvements Fund of the Fiscal Year 2023-24 Capital Improvements Program Budget for the 2022 Pavement Rehabilitation Project.

(This motion requires a roll call vote.)

BACKGROUND

The following list is the proposed streets for the 2022 Pavement Rehabilitation Project:

Street Selection List

Street Name	Block	Begin Limit	End Limit
Byrnes Lane	1200	End	Cameo Road
Callejon Drive	5500	Concha Loma Drive	End
Cameo Road	5500	La Brea Lane	Casitas Pass Road
Cramer Circle[1]	1200	1275 Cramer Circle	1234 Cramer Circle
Dorrance Way	4700	Ash Avenue	Holly Avenue Intersection
Dorrance Way	4700 to 4800	Holly Avenue Intersection	Elm Avenue
Dorrance Way	4900	Elm Avenue	Linden Avenue
El Carro Lane	4500 to 4600	Santa Ynez Avenue	Azalea Drive Intersection
El Carro Lane	4700	Azalea Drive Intersection	Sterling Avenue
Fourth Street[2]	4500 to 4700	Holly Avenue	End
Kathy Street	1500	Dariesa Street	End
Lisa Street	1500	Dariesa Street	End
Myra Street	1500	Dariesa Street	End
Retorno Drive	5500	Concha Loma Drive	South end
Star Pine Road[3]	5300	East end	Vallecito Road
Vallecito Road	1000 to 1100	North end	Carpinteria Avenue
Via Real	4000 to 4100	Cravens Lane	4200 Via Real

[1] Minor storm drain improvements only.

[2] Colored mountable curb only for consistency with Third Street and Dorrance Way.

[3] Pavement rehabilitation and Vallecito Road and Star Pine Road intersection minor storm drain improvements.

A map of the street locations is included with this staff report as Attachment A. The general scope of work includes pavement rehabilitation, pedestrian facility upgrades, and drainage improvements. The project will use the full depth reclamation method, and this method effectively results in a new street with a service life of at least 20 years. This is also a sustainable pavement rehabilitation method that incorporates technologies and material recycling techniques by which lower greenhouse gas emissions in the reduction of trucks and reduce the cost of pavement maintenance.

The purpose of this agenda matter is to allow the City Council to award a construction contract to Toro Enterprises, Inc.; authorize the City Manager to execute both agreements for construction management and inspection and acceptance/testing services; and approve a budget appropriation in the amount of $1,176,250 to the Capital Improvements Fund of the Fiscal Year 2023-24 Capital Improvements Program Budget for the 2022 Pavement Rehabilitation Project.

DISCUSSION

On February 20, 2024, only one bid was received from the following bidder:

Company Name	Total Base Bid
Toro Enterprises, Inc. (Oxnard, CA)	$5,416,217

The award of the construction contract is based on the lowest total base bid which excludes additive bid items. Staff determined the lowest total base bid by Toro Enterprises, Inc. is responsive to the bidding requirements. See Attachment B for copy of bid. Staff also determined Toro Enterprises, Inc. to be a responsible bidder based on reference checks and past contracts with the City. The Construction Contract is shown as Attachment C. The Contract Time to complete the project is 120 working days from the date of the City's Notice to Proceed.

The Agreement with Filippin Engineering is for construction management and inspection services. The details of the scope of work are shown in the proposed Agreement as a part of Attachment D. The Agreement with Cotton Shires and Associates, Inc. is for acceptance/materials testing services. The details of the scope of work are shown in the proposed Agreement as a part of Attachment E.

The overall construction cost is a summation of the apparent low bid (i.e. total base bid) and construction contingency. The following table summarizes the proposed revenue and expense:

Revenue	
Capital Improvement Projects Fund (includes Measure A, Measure X, Road Maintenance and Rehabilitation Program, and Development Impact Fees)	$1,590,565
Additional appropriation	$4,359,167
Total	$5,949,732

Expense	
Construction Contract (Total Base Bid)	$5,416,217
Construction Contract Contingency (2.5%)	$135,405
Construction Management and Inspection	$311,320
Acceptance/Materials Testing Services	$86,790
Total	$5,949,732
Total (rounded up to the nearest thousand)	$5,950,000

Staff proposes to transfer funds from the following capital projects for the additional appropriation of $3,113,750:

Finance Code	Project Name	Measure X	RMRA	Measure A
PW-20-001	City Hall Solar Generation and Storage Project	$39,500		
PW-23-001	Carpinteria Community Library Improvements Project	$59,500		
ST-23-001	2023 Pavement Maintenance and Rehabilitation Project	$1,501,200	$233,600	$765,200
TR-21-003	Carpinteria High School Area Crosswalk Safety Improvements Project	$514,750		
	Total	$2,114,950	$233,600	$765,200

The engineer's estimate is approximately $3,470,160, which is based on recent historical cost data of similar scope of work and size plus time adjustment and cost contingency multipliers. Staff conducted a bid analysis and found the apparent low bid is approximately 56-percent over the cost of the engineer's estimate. Ideally, an engineer's estimate is within plus or minus 10-percent of the low bid[1]. However, engineer's estimates only reflect the anticipated cost of a project in order to provide an initial prediction of the financial obligations to be incurred by the project owner (e.g. City) and to provide an effective review and comparison of the bids received. Having only received a single bid is typically indicative of inadequate competition and is indeterminate as to whether it generally corroborates with current construction cost trends since there are no other bids to compare to. Competition is considered excellent when there are six or more bids within 20-percent of the low bid.[1] When only a single bid is received, the competition is considered adequate when the low bid does not exceed the engineer's estimate. Staff does theorize factors that may have contributed to a lack of competition such as local construction contractors' backlog and/or capacity. Staff still recommends for the construction contract to be awarded to the apparent low bidder in order to not delay the City's critical pavement infrastructure. Further, based on current trends in construction and recent experience with other capital projects, staff believes readvertising the project may result in receipt of a higher bid.

POLICY CONSISTENCY

The recommendation may be found consistent with the following objectives and policies of the General Plan and Local Coastal Plan:

Circulation Element

Objective C-3: Provide a balanced transportation network with consistent designations and standards for roadways that will provide for the safe and efficient movement of goods and people through the community.

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[1] Guidelines on Preparing Engineer's Estimate, Bid Reviews and Evaluation. Federal Highway Administration. 20 January 2004

Policies:

C-3g. Establish programs that monitor and effectuate improvements on roadways as the need arises.

C-3j. Develop a prioritized Capital Improvement Program directed at roadway improvements.

Pursuant to the Capital Improvement Plan Study Session on March 19, 2024, the recommendation is also consistent with the City Council's prioritization of pavement projects as critical infrastructure.

FINANCIAL CONSIDERATIONS

$840,250 increase to FY 2023-24 Capital Improvements Fund (Expense Account No. 301-403-5780). RMRA funding of $336,000 will be included as part of the FY 2024-25 Budget.

Additionally, there would be a $500,000 transfer from Measure X Fund (Expense Account Number 104-999-5911), $240,250 transfer from General Reserve Fund (Expense Account No. 102-999-5911), and $100,000 transfer from Measure A Fund (Expense Account No. 215-99-5911) to Capital Improvement Fund (Revenue Account No's. 301-999-4918, 301-999-4916 and 301-999-4906). The remaining balances in the associated funds would be: Measure X Fund ($364,035), General Reserve Fund ($563,689), and Measure A Fund ($278,925).

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The recommendation is consistent with the formal bidding procedures of the Uniform Construction Cost Accounting Act (Public Contract Code Section 22030 et al.).

OPTIONS

1. Award a Construction Contract to Toro Enterprises in the Total Base Bid amount of $5,416,217; authorize the City Manager to execute an Agreement with Filippin Engineering to provide construction management and inspection services in an amount not-to-exceed $311,320; authorize the City Manager to execute an Agreement with Cotton Shires and Associates, Inc. to provide acceptance/materials testing services in an amount not-to-exceed $86,790; and approve a budget appropriation in the amount of $840,250 to the Capital Improvements Fund of the Fiscal Year 2023-24 Capital Improvements Program Budget for the 2022 Pavement Rehabilitation Project.
2. The City Council could choose to not approve the recommendation and direct staff as determined appropriate. However, the project would be delayed.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: Location Map
Attachment B: Bid
Attachment C: Construction Contract for Toro Enterprises, Inc.
Attachment D: Agreement for Filippin Engineering
Attachment E: Agreement for Cotton Shires and Associates, Inc.

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Signature

ATTACHMENT A

Location Map

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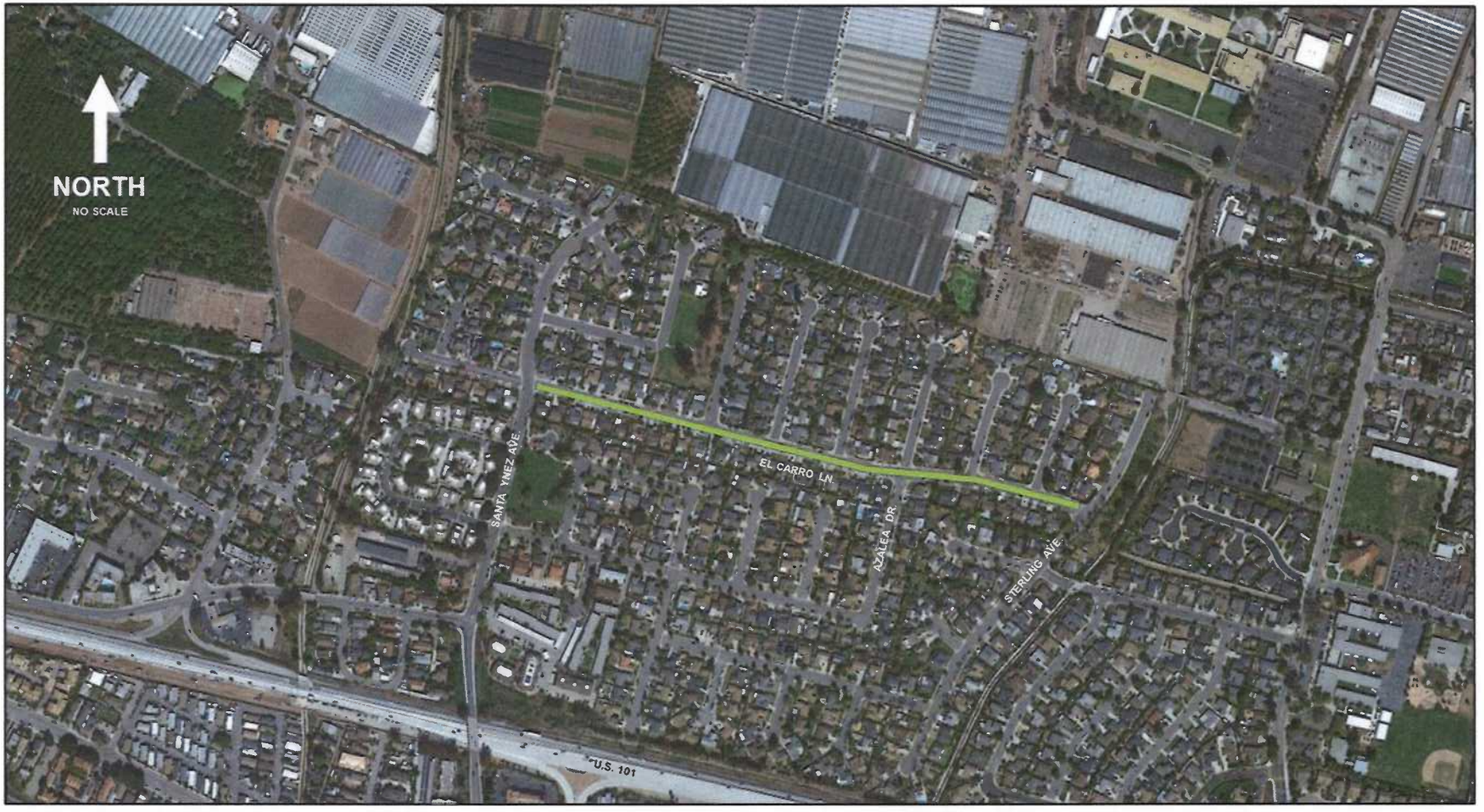
SOURCE: GOOGLE. 2022

LEGEND

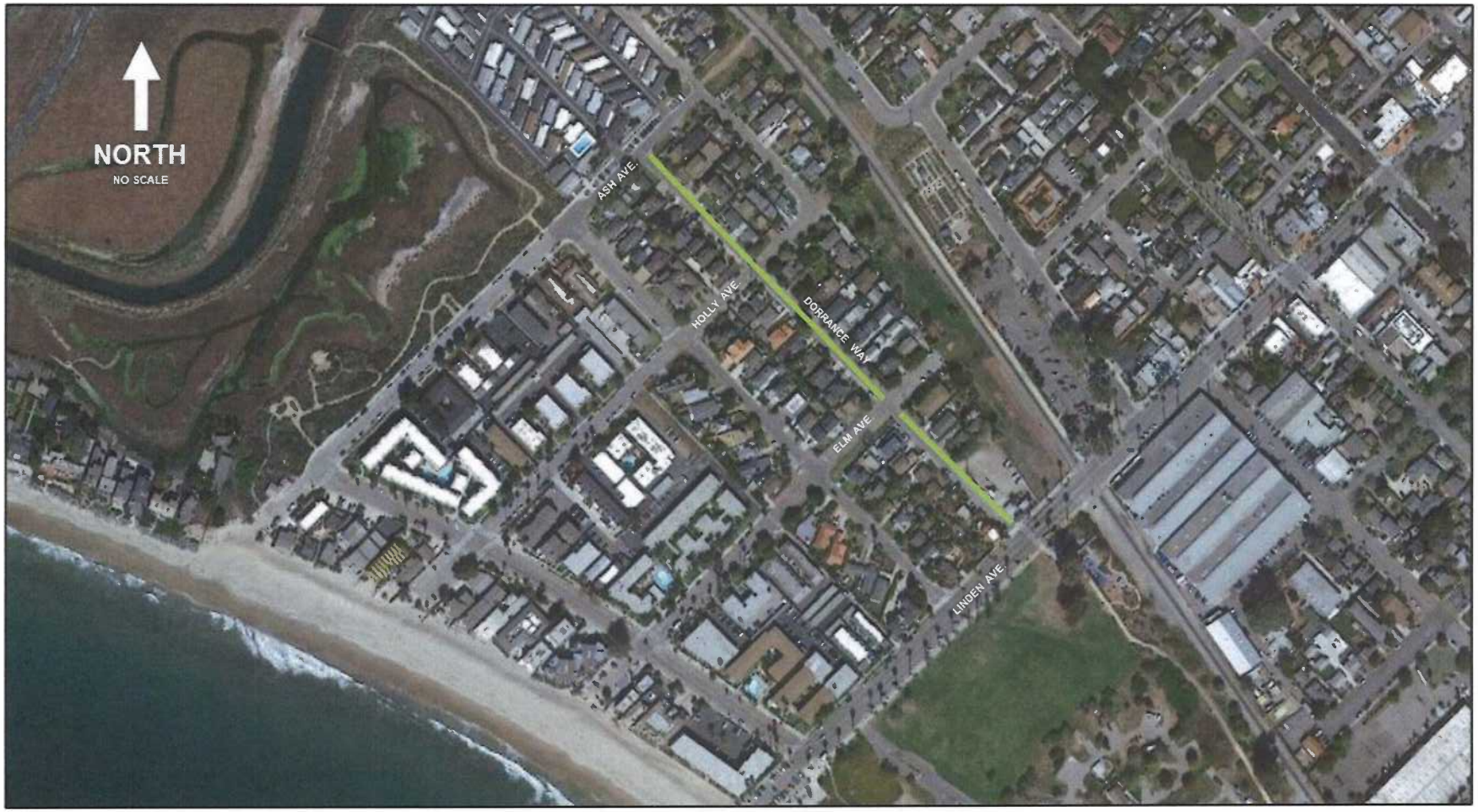
Proposed Street



SOURCE: GOOGLE. 2022

LEGEND

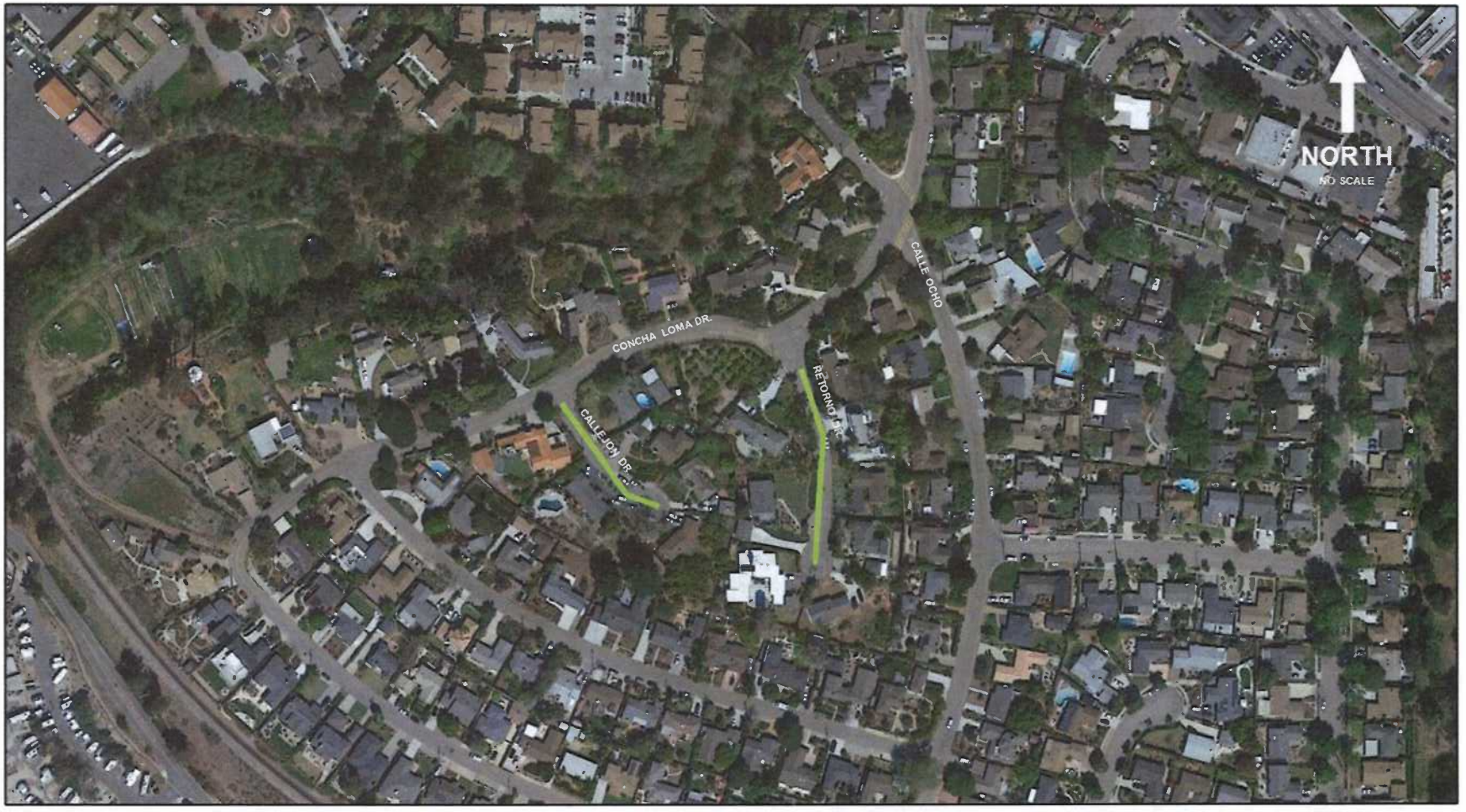
Proposed Street



SOURCE: GOOGLE. 2022

LEGEND

Proposed Street



SOURCE: GOOGLE. 2022

LEGEND

Proposed Street

SOURCE: GOOGLE. 2023

LEGEND

Proposed Street

SOURCE: GOOGLE 2024

LEGEND

Proposed Street

ATTACHMENT B

Bid

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SECTION A3 - BID DOCUMENTS

CITY OF CARPINTERIA
CALIFORNIA

PROJECT: 2022 Pavement Rehabilitation Project

IMPORTANT NOTICE

BID DOCUMENTS:

All bids must be accompanied by the following completed forms:

a. Contractor's Bid

b. Bid Certificates

c. Bidding Schedule

d. Bid Bond or other acceptable guaranty

e. Bidder's Statement Regarding Insurance Coverage

f. List of Subcontractors

g. Bidder's License and Experience Statement

h. Noncollusion Affidavit

Failure to complete, sign where required, and return the above bid documents with the bid may render it non-responsive.

GENERAL ENGINEERING
CONTRACTORS

Certificate of Corporate Authority

I hereby certify that Toro Enterprises, Inc. is a duly organized and existing California corporation, which has the power to take the action called for by the following resolution.

I further certify that Sean Castillo is President, Jerry Hannigan is Secretary and Trent Royle is Vice President of Operations and all have the authority individually to execute bid bonds, bid submittals, contract documents and change orders on behalf of the corporation as stated in the minutes of the Board of Directors' Meeting of Toro Enterprises, Inc. held July 15, 2016.

In witness whereof, I have affixed by hand and seal of said corporation this 15th day of July 2016.

Jerry Hannigan
Secretary

JH/rc

Equal Opportunity Employer
PO BOX 6285, OXNARD, CA 93031
PHONE: (805) 483-4515 FAX: (805) 483-3635

CONTRACTOR'S BID

PROJECT: 2022 Pavement Rehabilitation Project

February 20th ,2024

The undersigned, as Bidder, declares that it has examined all of the Contract Documents contained in the above referenced Project and Bid, and that it shall contract with the City on the form of contract provided therewith to do everything necessary for the fulfillment of this contract at the price and on the terms and conditions therein contained.

The following are included and are to be considered as forming a part of this bid: (1) Bidding Schedule, (2) Bid Certificate, (3) Bidder's License and Experience Statements, (4) List of Subcontractors, (5) Noncollusion Affidavit, and (6) Bidders Statement Regarding Insurance Coverage. We acknowledge that addenda numbers 1 to 3 have been delivered to us and have been examined as part of the contract documents.

Attached is a Bid Bond duly completed by a guaranty company authorized to carry on business in the State of California in the amount of at least 10% of the total amount of our Bid, or alternatively there is attached a certified or cashier's check payable to the City, in the amount of at least 10% of the total amount of our Bid.

If our Bid is accepted, we agree to sign the contract form and to furnish the performance bond and the material and labor bond (each to be 100% of the bid amount) and the required evidences of insurance within ten (10) calendar days after receiving written notice of the award of contract.

We further agree if our Bid is accepted and a contract for the performance of the work is entered into with the City, to so plan the work and to prosecute it with such diligence that all of the work shall be completed within the time stipulated in Section C (General Provisions Modifications) Modifications to Standard Specifications, Section 6 (paragraph 6-7.1.1).

Bidders Mailing Address:

PO Box 6285, Oxnard, CA 93031

Toro Enterprises, Inc.
(Name of Bidder)

Authorized Signature
(If Company is a Corporation, provide corporate resolution per Information for Bidders paragraph A2.05)

California
State of Incorporation/Formation (if entity)

Sean Castillo, President
Title

BID CERTIFICATE
(if Corporation)

STATE OF)
) SS:
COUNTY OF)

I CERTIFY that a meeting of the Board of Directors of Toro Enterprises, Inc, a corporation existing under the laws of the State of California, held on July 15th, 2024, the following resolution was duly passed and adopted:

"RESOLVED, that Sean Castillo, as President of the Corporation, be and is authorized to execute the Bid dated February 16th, 2024, to the City of Carpinteria and that its execution of the Bid, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of the corporation this 16th, day of February, 2024.

Secretary Jerry Hannigan

(SEAL)

BID CERTIFICATE
(if Partnership)

STATE OF)
) SS:
COUNTY OF)

I CERTIFY that a meeting of the Partners of N/A
_____,
a partnership existing under the laws of the State of N/A, held on _____, 20___, the following resolution was duly passed and adopted:

"RESOLVED, that N/A, as _____ of the Partnership, be and is authorized to execute the Bid dated N/A, 20___, to the City of Carpinteria and that its execution thereof, attested by the N/A shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have set my hand this _____, day of _____, 20___.

N/A
Partner

(SEAL)

BID CERTIFICATE
(if Joint Venture)

STATE OF)
) SS:
COUNTY OF)

I CERTIFY that a meeting of the Principals of the N/A
_____,
a joint venture existing under the laws of the State of N/A, held on _____, 20___, the following resolution was duly passed and adopted:

"RESOLVED, that N/A, as _____ of the Joint Venture, be and is authorized to execute the Bid dated N/A, 20___, to the City of Carpinteria and that its execution thereof, attested by the N/A shall be the official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have set my hand this _____, day of _____, 20___.

N/A
Managing Partner

(SEAL)

BIDDING SCHEDULE

PROJECT: 2022 Pavement Rehabilitation Project

The cost of all labor, material and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the unit price for the various items shown herein. The Owner reserves the right to increase or decrease the quantity of any item or omit items as may be necessary, and the same shall in no way affect or make void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

The Owner reserves the right to reject any and all bids, to waive any informality in a bid, and to make awards in the interest of the Owner.

The Contractor shall perform an independent take off of the plans and bid accordingly. Quantities listed in the Bid Schedule is intended only as a guide for the Contractor as to the anticipated order of magnitude of work. The Contractor will be reimbursed for the quantity of items required by the Contract Documents and shown on the plans to neat line and grade or as actually installed.

The Contractor will not be reimbursed for work performed for its convenience, or as required to adapt to field conditions, or work outside of that required by the Contract Documents.

The cost of all labor, material and equipment necessary for the completion of the work itemized under this schedule, even though not shown or specified, shall be included in the unit price for the various items shown herein.

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
1	Mobilization	LS	1	$600,000.-	$600,000.-
2	Temporary Traffic Control	LS	1	$600,000.-	$600,000.-
3	Stormwater Pollution Control	LS	1	$66,000.-	$66,000.-
4	Roadway Excavation	CY	11	$356.-	$3,916.-
5	Cold Mill Asphalt Concrete Pavement (0.15')	SF	12,300	$0.70	$8,610.-
6	Edge Grind Asphalt Pavement	SF	4,450	$1.50	$6,675.-
7	Full Depth Reclamation with Cement (FDR-C)	SY	34,930	$16.50	$646,205.-
8	Cement (FDR)	TON	600	$300.-	$180,000.-
9	Asphalt Emulsion (FDR)	TON	41	$2,435.-	$99,835.-
10	Aggregate Base	CY	195	$166.-	$32,370.-
11	Asphalt Concrete Pavement (3/8" Leveling Course)	TON	1,965	$156.-	$306,540.-
12	Asphalt Concrete Pavement (1/2")	TON	5,186	$169.-	$876,434.-
13	Asphalt Concrete Pavement Replacement (Case I)	SF	472	$21.-	$9,912.-
14	Asphalt Concrete Dike (Type E)	LF	890	$25.-	$22,250.-
15	Minor Concrete- Curb and Gutter	LF	710	$125.-	$88,750.-

16	Minor Concrete- Curb (6")	LF	40	$ 155.-	$ 6,200.-
17	Minor Concrete- Sidewalk	SF	873	$ 25.-	$21,825.-
18	Minor Concrete- Colored Mountable Curb and Gutter	LF	2,300	$ 105.-	$ 241,500.-
19	Minor Concrete- Non-colored Mountable Curb and Gutter	LF	2,200	$ 90.-	$ 198,000.-
20	Minor Concrete- Driveway Apron	SF	4,175	$ 26.-	$ 108,550.-
21	Conform to Existing Driveway (Asphalt Concrete)	SF	635	$ 33.-	$ 20,955.-
22	Conform to Existing Driveway (Concrete)	SF	2,160	$ 31.-	$66,960.-
23	Conform to Existing Driveway (Aggregate Base)	SF	270	$ 7.-	$ 1,890.-
24	Adjust Utility Box, Water Valve Cover, and Utility Manhole Frame and Covers Sets to Grade	LS	1	$171,000.-	$171,000.-
25	Grind Concrete Curb	EA	8	$ 500.-	$ 4,000.-
26	Detectable Warning Surface	EA	8	$2,100.-	$16,800.-
27	Remove and Replace Curb Ramp (Case A Type 1)	EA	6	$16,000.-	$ 96,000.-
28	Remove and Replace Curb Ramp (Case A Type 2)	EA	3	$14,000.-	$42,000.-
29	Remove and Replace Curb Ramp (Case B Type 1)	EA	3	$15,000.-	$ 45,000.-
30	Remove and Replace Curb Ramp (Case D Type 2)	EA	2	$16,000.-	$ 32,000.-
31	18" RCP Storm Drain in Open Trench	LF	262	$505.-	$132,310.-
32	24" RCP Storm Drain in Open Trench	LF	240	$ 545.-	$130,800.-
33	48" Storm Drain Manhole (Eccentric Flat Top)	EA	1	$26,000.-	$ 26,000.-
34	48" Storm Drain Manhole (Eccentric Flat Top with Infiltration)	EA	1	$26,000.-	$ 26,000.-
35	48" Storm Drain Manhole (Infiltration)	EA	1	$24,000.-	$ 24,000.-
36	Remove and Replace Grated Catch Basin (36"x36")	EA	1	$20,000.-	$20,000.-
37	Grated Catch Basin Infiltration (24"x24")	EA	1	$22,000.-	$ 22,000.-
38	Drywell Drain Inlet	EA	2	$11,000.-	$22,000.-
39	Curb Drain and Inlet	EA	1	$15,000.-	$15,000.-
40	Concrete Drainage Swale (4')	LF	32	$ 300.-	$ 9,600.-
41	Concrete Cross Gutter (6')	LF	30	$ 376.-	$ 11,280.-
42	Remove and Replace Storm Drain Culvert	LF	66	$ 550.-	$ 36,300.-

43	Remove and Replace Concrete Headwalls	LS	1	$ 46,000.-	$ 46,000.-
44	Connection to Existing CMP Storm Drain	EA	2	$ 6,000.-	$ 12,000.-
45	Connection to Existing Curb Inlet	EA	1	$ 6,000.-	$ 6,000.-
46	Lower Existing Water Service	LS	1	$ 11,000.-	$ 11,000.-
47	Concrete Blanket Protection	LS	1	$ 4,500.-	$ 4,500.-
48	Rock Slope Protection	SF	250	$ 65.-	$ 16,250.-
49	Traffic Signing and Striping	LS	1	$ 25,000.-	$ 25,000.-
				TOTAL BID	$ 5,416,217.-

Total Bid (in words) Five million four hundred sixteen thousand two hundred seventeen dollars & no cents

ADDITIVE BIDDING SCHEDULE

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
1	Remove and Replace Damaged Curb and Gutter	LF	450	$ 179.-	$ 80,550.-
2	Remove and Replace Damaged Sidewalk	SF	3,000	$ 25.-	$ 75,000.-
3	Remove and Replace Damaged Driveway Apron	SF	500	$ 33.-	$ 16,500.-

The award of bid will be based in part on the lowest Total Bid in the Bidding Schedule. The specific unit prices shall govern if there is a mathematical discrepancy in the figures. The Contractor shall notify the Engineer prior to construction, of any difference between estimated quantities and actual quantities.

The Owner reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary due to budget limitations or constraints, and the same shall in no way affect or make void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

Toro Enterprises, Inc.
Company Name of Bidder

Authorized Signature

BID BOND (10%)

PROJECT: 2022 Pavement Rehabilitation Project

KNOW ALL BY THESE PRESENTS, that we, the undersigned, TORO ENTERPRISES, INC. as Principal, and Travelers Casualty and Surety Company of America as Surety, are hereby held and firmly bound unto THE CITY OF CARPINTERIA (hereinafter called "Owner") in the penal sum of Ten Percent of the Total Bid (10% of the Total Bid) for the payment of which well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns. Signed this 8th day of February, 20 24.

The condition of the above obligation is such that whereas the Principal has submitted to THE CITY OF CARPINTERIA a certain bid made a part of this bond to enter into a contract in writing, for the 2022 Pavement Rehabilitation Project

NOW, THEREFORE,

(a) If said Bid shall be rejected; or in the alternate,

(b) If said Bid shall be accepted and the Principal shall, within the time and in the manner required in the "Notice Inviting Bids" and "Information for Bidders," execute and deliver a contract in the Form of the Agreement bound within the Contract Documents (properly completed in accordance with such Bid), shall furnish a bond for its faithful performance of such contract and for the payment of all persons performing labor or furnishing materials in connection with such contract, shall furnish the required certificates of insurance and endorsements and shall in all other respects perform the agreement created by the acceptance of such Bid;

then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims under this bond shall, in no event, exceed the penal amount of this obligation as stated.

The Surety, for value received, stipulates and agrees that the obligations of such Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and such Surety waives notice of any such extension. In the event suit is brought upon this bond by Owner and Owner prevails, Principal and Surety shall pay all costs incurred by Owner in such suit, including reasonable attorneys' fees and costs to be fixed by the court.

IN WITNESS WHEREOF, the Principal and the Surety have set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed and these presents to be signed by their proper officers, the day and year first set forth above.

TORO ENTERPRISES, INC.
Principal

By: _____
Sean Castillo, President

SEAL

Travelers Casualty and Surety Company of America
Surety

By: _____
Ethan Spector, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE§ 1189**

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

State of California,

County of Ventura,

On February 9th, 2024 before me, Tyson Rising, Notary Public

Date *Here Insert Name and Title of the Officer*

personally appeared Sean Castillo

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

TYSON RISING
COMM. #2388737
Notary Public - California
Ventura County
My Comm. Expires Dec. 31, 2025

Signature _____
Signature of Notary Public

Place Notary Seal Above

---OPTIONAL---

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Date: _____

Number of Pages: _1_ Signer (s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name Sean Castillo
☐ Corporate Officer — Title(s): President
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: Toro Enterprises, Inc.

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)

County of Los Angeles)

On FEB 0 8 2024 before me, Marina Tapia, Notary Public
Date *Here Insert Name and Title of the Officer*

Personally appeared Ethan Spector
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

VRS5 MARINA TAPIA COMM. # 2333302 NOTARY PUBLIC - CALIFORNIA LOS ANGELES COUNTY My Comm. Expires Oct 7, 2024 VRS5

Place Notary Seal Above

---------- ***OPTIONAL*** ----------

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document _____ Document Date _____

Number of Pages _____ Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____
☐ Corporate Officer—Title(s) _____
☐ Partner ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other _____

Signer Is Representing _____

Signer's Name _____
☐ Corporate Officer—Title(s) _____
☐ Partner ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other _____

Signer Is Representing _____

TRAVELERS	**Travelers Casualty and Surety Company of America** **Travelers Casualty and Surety Company** **St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Ethan Spector** of **LOS ANGELES**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this day of FEB 0 8 2024.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

BIDDER'S STATEMENT REGARDING
INSURANCE COVERAGE

PROJECT: 2022 Pavement Rehabilitation Project

Bidder hereby certifies that it has reviewed the insurance coverage requirements in the Contract Documents. Should it be awarded the contract for the Project, Bidder further certifies that it can meet all the Contract Documents requirements for insurance including insurance coverage of its subcontractors.

Toro Enterprises, Inc
Bidder

By _____

Sean Castillo, President
Title

2/9/24
Dated

LIST OF SUBCONTRACTORS

Section 4101 of the Public Contract Code requires the Bidder to list below the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent (.5%) of the prime contractor's total bid. The Bidder shall also list below the portion of the Work which will be done by each subcontractor under this Contract. The Bidder shall list only one subcontractor for each portion as is defined by the Bidder in its Bid. The Bidder shall perform not less than forty percent (40 %) of the Work with its own forces (i.e., without subcontracting). The forty percent requirement shall be understood to refer to the portion of the Work, the value of which totals not less than forty percent of the Contract Price. Failure to comply with this requirement will render the Bid non-responsive and may cause its rejection.

Work to be Performed	Subcontractor's License Number	Subcontractor's DIR Number	Percent of Total Bid	Subcontractor's Name & Address
Full Depth Reclamation /Cement Item # 7,8 (Partial)	569352	1000003363	5%	Pavement Recycling Systems Inc. 10240 San Sevaine Way, Jurupa Valley, CA 91752
Survey	L5411	1000001533	2.5%	Case Land Surveying, Inc. 614 N. Eckhoff Street Orange, CA 92868

Note: Attach additional sheets if required.

BIDDER'S LICENSE AND EXPERIENCE STATEMENT

The Bidder shall furnish the following information. Failure to comply with this requirement will render the bid informal and may cause its rejection. Additional sheets may be attached if necessary. Should the contract be awarded to the Bidder, then the legal address described below shall be used for all communications and notices with the Bidder.

Bidder hereby certifies that it has reviewed the insurance coverage requirements specified in the Contract Documents. Should it be awarded the contract for the work, Bidder further certifies that it can meet all the Contract Documents requirements for insurance including insurance coverage of its subcontractors.

(1) Address: 2101 E Ventura Blvd Oxnard CA 93036

(2) Type of Firm: Individual ____ Partnership ____ Corporation X

(3) Telephone: 805-483-4515

Facsimile: 805-483-2001

(4) **Bidder's License:**

Primary Class: A
License No: 710580
Expiration Date: 8/31/25
DIR No: 1000002410

The Bidder is required to hold a valid Class A contractor's license at the time of bid, when the Contract is awarded, and for the duration of the Contract.

Supplemental classifications held, if any: C-31

(5) Names and titles of all members of the firm:

Sean Castillo	President
Jerry Hannigan	Secretary
Trent Royle	VP Operations

(6) Number of years a contractor in construction work of this type: 29 years

(7) Five comparable projects recently constructed by Bidder:
(Bidder shall also include its subcontractor's experience for all types of work covered by its bid. Additional sheets may be used.)

PROJECT NO. 1

Owner Name:	City of Santa Barbara
Contact Name:	Adam Ziets
Contact Address:	735 Anacapa St, Santa Barbara, CA 93101
Telephone:	805-897-1981
Contract Amount:	$5,098,139
Date Started:	2/2022
Date Completed:	4/2023
Design Engineer:	Flowers & Associates Inc.
Contact Name:	Robert Schmidt
Contact Address:	115 W Canon Perdido St Santa Barbara, CA 93101

Telephone: 805-966-2224
~~805-564-5363~~ (SC)

Construction Manager: City of Santa Barbara
Contact Name: Adam Ziets
Contact Address: 735 Anacapa St, Santa Barbara, CA 93101
Telephone: 805-897-1981

PROJECT NO. 2

Owner Name: City of Glendale
Contact Name: Armond Simonian
Contact Address: 633 E. Broadway, Room 205
Glendale, CA 91206
Telephone: 818-548-3945
Contract Amount: $4,324,521.28
Date Started: 9/2022
Date Completed: 7/2023

Design Engineer: City of Glendale
Contact Name: Sarkis Oganesyan
Contact Address: 633 E Broadway, Room 205
Glendale CA 91206
Telephone:
Construction Manager: City of Glendale
Contact Name: Armond Simonian
Contact Address: 633 E Broadway, Room 205
Glendale, CA 91206
Telephone: 818-548-3945

PROJECT NO. 3

Owner Name: City of Pasadena
Contact Name: Teddy Luong
Contact Address: 100 Garfield Ave, Pasadena
CA 91101
Telephone: 626-744-3711
Contract Amount: $2,370,550.18
Date Started: 9/2022
Date Completed: 2/2023

Design Engineer: City of Pasadena
Contact Name: Kris Markarian
Contact Address: 100 Garfield Ave Pasadena
CA 91101
Telephone: 626-744-4195

Construction Manager: City of Pasadena
Contact Name: Teddy Luong
Contact Address: 100 Garfield Ave, Pasadena
CA 91101
Telephone: 626-744-3711

PROJECT NO. 4

Owner Name: City of Camarillo
Contact Name: Kyle Butler
Contact Address: 601 Carmen DR #6034,

	Camarillo, CA 93010
Telephone:	805-388-5134
Contract Amount:	$3,087,513.08
Date Started:	5/2023
Date Completed:	10/2023
Design Engineer:	City of Camarillo
Contact Name:	Naftalia Tucker
Contact Address:	601 Carmen Dr, Camarillo CA 93010
Telephone:	805-388-5319
Construction Manager:	City of Camarillo
Contact Name:	Kyle Butler
Contact Address:	601 Carmen Dr. #6034 Camarillo, CA 93010
Telephone:	805-388-5139

PROJECT NO. 5

Owner Name:	City of Burbank
Contact Name:	Diana Reznik
Contact Address:	275 E Olive Ave, Burbank CA 91510-6459
Telephone:	818-238-3957
Contract Amount:	$3,715,545.22
Date Started:	2/2023
Date Completed:	7/2023
Design Engineer:	City of Burbank
Contact Name:	Daniel Rynn
Contact Address:	275 E Olive Ave, Burbank CA 91510-6459
Telephone:	818-238-3575
Construction Manager:	City of Burbank
Contact Name:	Diana Reznik
Contact Address:	275 E Olive Dr #6034 Burbank, CA 91510-6459
Telephone:	818-238-3957

(8) List of References

The following information should contain persons or entities familiar with the Bidder's Work. All five references shall be provided and all information listed must be completed:

1. Name of Agency: City of Santa Barbara
   Agency Address and Telephone: 735 Anacapa St, Santa Barbara, CA 93101 805-897-1981
   Contact Person: Adam Zietz
   Type of Construction Project: Grind and Overlay
   Contract Amount: $5,098,139

2. Name of Agency: City of Glendale
   Agency Address and Telephone: 633 E Broadway, Glendale CA 91206; 818-897-1981
   Contact Person: Armond Simonian
   Type of Construction Project: Street & Concrete Rehab

Contract Amount: $4,324,521.28

3. Name of Agency: City of Pasadena
Agency Address and Telephone: 100 Garfield Ave, Pasadena CA 91101; 626-744-3711
Contact Person: Teddy Luong
Type of Construction Project: Street Resurfacing and Concrete work
Contract Amount: $2,320,550.18

4. Name of Agency: City of Camarillo
Agency Address and Telephone: 601 Carmen Dr #G034 Camarillo, CA 93010; 805-388-5134
Contact Person: Kyle Butler
Type of Construction Project: Annual Grind & Overlay
Contract Amount: $3,087,513.06

5. Name of Agency: City of Burbank
Agency Address and Telephone: 275 E Olive Ave, Burbank CA 91510-6459; 818-238-3457
Contact Person: Diana Reznik
Type of Construction Project: Arterial Paving Rehab
Contract Amount: $3,715,545.22

(9) Date and person who inspected site of the proposed work for your firm:

Name: Ian Macleod
Date: 2/8/24

(10) The Bidder represents that it has personally examined the site, carefully read the Contract Documents and satisfied itself as to its ability to perform the work for the project, including all attending difficulties.

(11) The Bidder acknowledges by affixing its signature hereto, that it is aware of any and all representations made herein, which are made under the penalty of perjury.

Name of Bidder: Toro Enterprises, Inc.

Signature of Bidder:

Print Name and Title: Sean Castillo, President

NONCOLLUSION AFFIDAVIT
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

STATE OF)
) SS:
COUNTY OF)

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

Dated: 2/9/24

Bidder: Toro Enterprises, Inc.

By: _____
(Signature)

Title: Sean Castillo, President

Subscribed and sworn to before me this 9th day of February, 2024

_____
Notary Public

(SEAL)

TYSON RISING
COMM. #2388737
Notary Public - California
Ventura County
My Comm. Expires Dec. 31, 2025

dca
DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number **710580** Entity CORP

Business Name TORO ENTERPRISES INC

Classification(s) A C31

Expiration Date 08/31/2025 www.cslb.ca.gov

ATTACHMENT C

Construction Contract for Toro Enterprises, Inc.

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CONTRACT

PROJECT: 2022 Pavement Rehabilitation Project

AMOUNT OF CONTRACT: $5,416,217.00

THIS AGREEMENT, made and entered into this 8th day of April, 2024, by and between the City of Carpinteria (hereinafter referred to as "Owner") and Toro Enterprises, hereinafter referred to as "Contractor".

IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS SET FORTH BELOW, THE PARTIES AGREE as follows:

ARTICLE I: GENERAL

Contractor agrees to perform and complete in a workmanlike manner all work required under the Bidding Schedule of Owner's Contract Documents entitled 2022 Pavement Rehabilitation Project and in accordance with its Specifications and Drawings, to furnish at its own expense all labor, materials, equipment, tools, transportation, and services necessary therefor, except such materials, equipment and services as may be stipulated in the Specifications to be furnished by Owner, and to do everything required by the Agreement and the Contract Documents, for the sum of Five Million Four Hundred Sixteen Thousand Two Hundred Seventeen Dollars and Zero Cents ($5,416,217.00).

ARTICLE II: PAYMENT

For furnishing all said labor, materials, equipment, tools, and services, furnishing and removing all plant, temporary structures, tools, and equipment, and doing everything required by this Agreement, the said Specifications, Drawings and other Contract Documents; for all loss and damages arising out of the nature of the work,, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by said Owner, and for all risks of every description connected with the work; for all expenses resulting from the suspension or discontinuance of work, except as are expressly stipulated in the Contract Documents to be borne by Owner and for completing the work in accordance with the requirements of the Contract Documents Owner will pay, and said Contractor shall receive, in full compensation therefor, the above named price.

ARTICLE III: CONSIDERATION

Contractor agrees to perform the work according to the terms of this Agreement for the abovementioned price and owner agrees to pay Contractor at the time, in the manner, and upon the conditions stipulated in the Contract Documents. Owner and Contractor, for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants contained in this Agreement and in the Contract Document.

ARTICLE IV: WAGES

The general prevailing rates of per diem wages and general prevailing rate for holiday and overtime work in the locality in which the work is to be performed have been determined by the Owner. Said general prevailing rates of per diem wages are incorporated and made a part of this Agreement. The Contractor agrees that it, or any subcontractor under it, will pay not less than the foregoing specified prevailing rates of wages to all workmen employed in the execution of the Contract.

Any contractor who is awarded a public works project and intends to use a craft or classification not shown on the general prevailing wage determinations, may be required to pay the wage rate of that craft or classification most closely related to it as shown in the general determinations effective at the time of the call for bids.

ARTICLE V: HOURS AND WORKING CONDITIONS

The Owner is a public entity in the State of California and is subject to the provisions of the Government Code and the Labor Code of the State. It is stipulated and agreed that all provisions of law applicable to public contracts are a part of this contract to the same extent as though set forth this Agreement and will be complied with by the Contractor.

ARTICLE VI: CONTRACT TIMES

The Work shall be completed within 120 working days from the commencement date stated in the Notice to Proceed.

ARTICLE VII: LIQUIDATED DAMAGES

Owner and the Contractor recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss if the Work is not completed within the time specified in Article 2, plus any extensions thereof allowed in accordance with the terms of the Contract Documents. The parties also recognize that the amount of Owner's actual damages in the event of such delays are impractical and infeasible to determine at this time. Accordingly, the Owner and the Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay the Owner $700 for each day that expires after the time specified in Article 2, plus any extensions, until actual completion of the Work. The payment of liquidated damages pursuant to this Article is for the limited purpose of compensating Owner for the costs and expenses associated with the delay in receiving the benefits and use of the Work and not for other damages that may be incurred by the Owner. The Contractor's responsibility for or payment of liquidated damages shall not in any way preclude the Owner from pursuing any of its other remedies under the Contract Documents or Laws for the Contractor's failure to complete the Work in a timely manner or otherwise satisfy its obligations as required by the Contract Documents.

ARTICLE VIII: ASSIGNMENT

No assignment by a party to this Agreement of any rights under or interests in the Contract Documents will be binding on another party without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

Owner and Contractor each binds itself, its successors, assigns and legal representatives to the other party, its successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE IX: COMPONENTS OF AGREEMENT

The Notice Inviting Bids, Information for Bidders, Contractor's Bid, Bid Certificates, Bidding Schedule (2 sheets), Bid Bond or other acceptable guaranty, Bidder's Statement Regarding Insurance coverage, List of Subcontractors, Bidders License and Experience Statement, Noncollusion Affidavit, Agreement Certificates, Material and Labor bond, Performance Bond, Certificate of Compliance, Worker's Compensation Certificate, Notice of Award, Acknowledgment of Notice of Award, Insurance Endorsements, Sole Proprietor Statement, Escrow Agreement for Security Deposits in Lieu of Retention, Notice to Proceed, Closeout Agreement and Release of Claims, Insurance Specifications for Construction Contracts, Labor Provisions, General Provision Modifications (incorporating Provisions, Standard Specifications for Public Works Construction (latest edition), as modified), Special Provisions, Statutory Provisions, Specifications, Drawings and all Addenda issued by the Owner with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Agreement.

IN WITNESS WHEREOF, this contract has been executed on the day and year first above written.

APPROVED AS TO FORM:

Jena Shoaf Acos, on behalf of Brownstein Hyatt Farber Schreck, LLP Acting as City Attorney of the City of Carpinteria

APPROVED AS TO CONTENT:

John L. Ilasin, P.E.
City Engineer

ATTEST:

Brian C. Barrett, CMC, CPMC
City Clerk

BUSINESS TAX COMPLIANCE

Licette Maldonado
Business Tax and Permit Inspector

OWNER
City of Carpinteria, a Municipal Corporation

By _____
Al Clark, Mayor

CONTRACTOR, Toro Enterprises, Inc.

By _____

Sean Casitllo
President

AGREEMENT CERTIFICATE
(if Corporation)

STATE OF)
) SS:
COUNTY OF)

I CERTIFY that at a meeting of the Board of Directors of _____
_____,
a corporation existing under the laws of the State of_____, held on _____,
20_____, the following resolution was duly passed and adopted:

"RESOLVED, that _____ , as
_____ President
of the Corporation, be and is authorized to execute the Agreement dated _____, 20___, between the City of Carpinteria and this corporation and that its execution, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of the corporation this _____, day of , 20_____.

_____
Secretary

(SEAL)

ATTACHMENT D

Agreement for Filippin Engineering

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AGREEMENT FOR CONSULTANT SERVICES

2022 Pavement Rehabilitation Project Consulting Construction Management Services

THIS AGREEMENT FOR CONSULTANT SERVICES ("**Agreement**") is made and effective as of the 8th day of April, 2024 by and between the City of Carpinteria, a municipal corporation ("**City**"), and Filippin Engineering ("**Consultant**") (collectively, the "**Parties**") at Carpinteria, California, with reference to the following facts:

A. City has determined that it is necessary and appropriate to engage a design professional to carry out the services described herein; and

B. Consultant has represented itself as being fully qualified and available to perform the consultant services necessary to complete the work in a timely manner; and

C. City desires to contract with Consultant and Consultant is willing to perform the consultant services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **SERVICES.**

1.1 **Basic Services**. City hereby retains Consultant to perform the services described and set forth in the attached Exhibit A ("**Basic Services**"), which is incorporated by this reference as though set forth in full. Consultant hereby agrees to perform said services within the designated time frames and accepts this retention. Consultant shall complete the Basic Services according to a schedule of performance which is also set forth in Exhibit A. The Parties agree and acknowledge that time is of the essence in performance of this Agreement.

1.2 **Additional Services**. In addition to the Basic Services, City may elect to have Consultant perform additional services that are beyond the current scope of the Basic Services, but within the expertise of Consultant ("**Additional Services**"). Such Additional Services shall be mutually agreed to in advance and specified in a writing, which shall also specify the basis for the Consultant's fee for such additional services. Basic Services and Additional Services are referenced collectively as "**Services.**"

2. **PERFORMANCE.**

2.1 **Standard of Performance**. Consultant shall faithfully, competently and diligently perform the obligations and responsibilities required by this Agreement, applying best management practices and the same standards of care utilized by persons commonly engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement. Consultant shall not engage the assistance of subcontractors for performance of the Services unless previously agreed to in writing by the City.

2.2 **Labor and Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and services necessary for the successful completion of the Services. Consultant shall give its attention and supervision to the fulfillment of the provisions of this Agreement by its employees and subcontractors and shall be responsible for the timely performance of the Services required by this Agreement.

2.3 **Review of Service**. Consultant shall furnish City with reasonable opportunities from time to time to ascertain whether the Services of Consultant are being performed in accordance with this Agreement. All work done and materials furnished shall be subject to final review and approval by City; Consultant is not providing final approval or review, which is solely City's function and role. City review and approval of such work and Services shall not, however, relieve Consultant of any of its obligations under this Agreement.

2.4 **Contract Administration**. The City Manager or his/her designee shall represent the City in all matters relating to the administration of this Agreement. The City Manager or his/her designee shall have the authority to act on the City's behalf to review and approve all products submitted by Consultant and may execute all necessary documents to authorize Consultant to perform Additional Services as provided for herein.

2.5 **Representations and Warranties.** Consultant represents and warrants to City that: (i) its fulfillment of its obligations and, as applicable, performance the Services under this Agreement, will not violate any applicable or breach any contracts with third parties and (ii) it has the right, power and authority to fulfill its obligations, and, as applicable perform the Services, and enter into this Agreement; (iii) the Services contemplated hereunder will be performed by adequately trained, competent personnel, in a professional manner, with such personnel having the requisite skill and expertise necessary to perform and complete the Services in accordance with industry standards and in accordance with the terms and conditions of this Agreement; and (iv) the Services and all deliverables provided hereunder will conform to the specifications agreed-to by the parties.

3. **TERM**. This Agreement shall be effective as of the date first above written and shall continue until all Services to be provided by Consultant are completed to the satisfaction of the City, but in no event later than the 7th day of April, 2025; unless terminated earlier as provided for herein.

4. **COMPENSATION.**

4.1 **Basic Services**. For Basic Services, City shall pay Consultant on a time and materials basis, not to exceed amount of Three Hundred Eleven Thousand Three Hundred Twenty Dollars and Zero Cents ($311,320.00) as full compensation for all labor, materials, equipment, tools, transportation, and Services. This compensation shall be paid in accordance with the payment rates and schedule as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based on the actual time spent on the tasks and the actual price of the necessary materials.

4.2 **Additional Services**. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to the Basic Services, unless such Additional Services are authorized in advance and in writing in the

method provided for herein. Consultant will submit fee estimates for such Additional Services upon request of City.

4.3 **Invoices**. Each and every payment by City shall be subject to City's receipt of an invoice outlining the items for which payment is requested. Payment to Consultant as to any undisputed fees shall be made, after verification of Consultant's performance, within 30 (thirty) days of receipt of invoice. If City disputes any of Consultant's fees, it shall give written notice to Consultant within 30 (thirty) days of receipt of an invoice of such disputed fees.

4.4 **Withholding**. City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found to be substantially inadequate. City shall notify Consultant in writing of deficiencies believed to be substantially inadequate within thirty (30) days after receipt of product.

4.5 **Taxes/Insurance/Licenses**. Consultant shall be solely responsible for the payment of any federal, state, or local income tax, social security tax, workers' compensation insurance, state disability insurance, and any other taxes or insurance which Consultant is responsible for paying as an independent contractor under federal, state or local law. At all times during the term of this Agreement, Consultant and any approved subcontractors performing Services under this Agreement shall have in full force and effect all licenses necessary for the performance of Services hereunder, including without limitation, business licensing from City, all at the sole cost of Consultant.

5. **RECORDS**.

5.1 **Financial Records**. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of Services under this Agreement. Consultant shall also 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.

5.2 **Access to Records**. Consultant shall provide free access to the representatives of City or its designees at reasonable times to books and records as set forth in section 5.1; shall give City the right to examine and audit said books and records; shall permit City 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 four (4) years after receipt of final payment.

5.3 **Original Records**. Upon completion of, or in the event of termination or suspension of this Agreement, all completed and incomplete original agreements, data, documents, designs, drawings, exhibits, maps, models, computer files, reports, studies, surveys, notes, and other work, materials or documents prepared or used to prepare Consultant's work product in the course of providing the Services pursuant to this Agreement ("**Consultant Work Product**") shall become the sole property of City once the Consultant has received

payment. City may duplicate, disclose, disseminate, use, reuse or otherwise dispose of Consultant Work Product in whole or in part in any manner it deems appropriate, without the permission of Consultant. With respect to computer files, Consultant shall make available to the City, at Consultant'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. Consultant may retain copies of such Consultant Work Product as a part of its record of professional activity.

6. **TERMINATION.**

6.1 **Termination Without Cause**. This Agreement may be terminated by either party for any reason upon ten (10) days prior written notice by the terminating party to the other party. In the event of a termination, the date of termination shall be deemed to be the first business day occurring after the expiration of the notice period. Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise.

6.2 **Termination With Cause**. Either party may terminate this Agreement with cause, effective immediately upon written notice of such termination to the other party and failure of the breaching party to correct within five (5) days of receiving such notice, based upon the occurrence of any of the following events:

- Material breach of this Agreement;
- Cessation of Consultant to be licensed, as required;
- Failure to substantially comply with any applicable federal, state or local law or regulation;
- Filing by or against Consultant of any petition under any law for the relief of debtors; and,
- Filing of a criminal complaint against Consultant for any crime, other than minor traffic offenses.

6.3 **Performance Upon Termination**. In the event this Agreement is terminated pursuant to this Section, City shall pay Consultant for the outstanding balance owed for work performed up to the time of termination. Upon termination of the Agreement, Consultant shall submit an invoice to City as provided for herein and shall submit to the City all of its files for any billable or non-billable matters in which the Consultant is involved under the scope of this Agreement.

6.4 **Termination Upon Mutual Consent**. This agreement may also be terminated by mutual consent of the parties and in accordance with the terms and conditions of any plan of termination established by the parties. In the event of a termination by mutual consent, the date of termination shall be such date as is agreed upon by the parties. The parties may agree to suspend or terminate a portion of this Agreement and such suspension or termination shall not make void or invalidate the remainder of this Agreement.

7. **DISPUTE RESOLUTION.** Except as explicitly provided in Exhibit E relating to claims by Consultant, if any dispute, claim or disagreement shall arise relative to the interpretation or

enforcement of this Agreement, the parties shall use commercially reasonable efforts to settle the dispute, claim or disagreement. To this end, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such a solution within a period of thirty (30) days, then, upon notice by either party to the other, the dispute, claim or disagreement shall be submitted to final, binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitrator shall have the authority to assess arbitration costs and expenses against either or both parties. The decision in the arbitration shall be binding on all parties, and judgment on any arbitration award may be entered in any court of competent jurisdiction.

8. **INSURANCE**. Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in the attached Exhibit C, which is incorporated by this reference as though set forth in full.

9. **INDEMNIFICATION**. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City and any of its officials, employees and agents ("Indemnified Parties") from and against any Claims, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for whom Consultant is legally liable, including but not limited to, officers, agents, employees, subcontractors or consultants of Consultant.

10. **RELEASE OF INFORMATION.**

10.1 **Confidentiality**. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released except to the City, directly or indirectly, by Consultant without City's prior written authorization. Consultant, its officers, employees, subcontractors or sub-consultants shall not voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Services performed under this Agreement unless requested by the City Attorney or authorized in writing by the City Manager. Response to a subpoena or court order shall not be considered "voluntary" provided that Consultant shall give City prompt written notice of any such court order or subpoena. The provisions of this Paragraph shall survive the termination of this Agreement.

10.2 **Notice and Cooperation**. Consultant shall promptly notify the City Manager and City Attorney in writing if Consultant, its officers, employees, agents, subcontractors or subconsultants are 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 related to this Agreement and/or Consultant's related Services. City has no obligation to, but may exercise discretion to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide the City an opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not grant or imply a right of City to control, direct, dictate or rewrite said response.

11. **RELATIONSHIP TO CITY.**

11.1 **Independent Contractor**. Consultant is and shall at all times remain as to the City a wholly independent contractor. 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 City 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 City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

11.2 **No Employee Privileges**. No City 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, City shall not pay salaries, wages or other compensation to Consultant for performing Services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing Services hereunder.

11.3 **Consultant Duty to City.** Consultant understands and agrees that its responsibility to provide complete and accurate Services is owed solely to City and that its accountability under this contract shall likewise be solely to City and not to any City applicants or any other third person or entity.

11.4 **Interest of Consultant**. Consultant represents and warrants to City that it presently has no interests, and covenants that it shall not acquire any interests, direct or indirect, financial or otherwise, which would conflict with the performance of the services to be provided by Consultant under this Agreement. Consultant further covenants that, in the performance of this Agreement, no subcontractor or employee having such an interest shall be employed by Consultant. Consultant certifies that no one who has or will have any financial interest under this Agreement is: (a) an officer or employee of City, or (b). an officer or employee of the applicant and any of its consultants. Consultant agrees to comply with any applicable conflict of interest code.

11.5 **Undue Influence**. Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City 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 City will receive compensation, directly or indirectly, from Consultant or 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 City to any and all remedies at law or in equity.

11.6 **Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of the City and the Consultant and will not confer any rights upon any person not expressly a party to this Agreement.

12. **GENERAL PROVISIONS.**

12.1 **Assignment of Rights.** Contractor agrees to assign City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act or under the Cartwright Act arising from purchases of goods, services, or materials pursuant to this Agreement.

12.2 **Further Assurances**. City and Consultant each agree to cooperate with one another, to use their best efforts, to act in good faith, and to promptly perform such acts and execute such documents or instruments as are reasonably necessary and proper to consummate the transactions contemplated by this Agreement.

12.3 **Notices**. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if personally served or on the second day after mailing if mailed by first-class mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

To City:
Michael Ramirez, City Manager
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013-2698
P: (805) 684-5405
F: (805) 684-5304

To Consultant:
Kelly Wheeler, P.E., QSD
Filippin Engineering
354 S. Fairview Ave. Ste. D.
Goleta, CA 93117
P:(805) 448-5619
F:

Any party may change their address for the purpose of this paragraph by giving the other party written notice of the new address in the above manner.

12.4 **Legal Responsibilities**. Consultant shall keep itself informed of state, federal and 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 reasonably observe and comply with such laws and regulations. The City 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.

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

12.6 **Labor Conditions**. City is a public entity in the state of California, and therefore, City and Consultant are subject to the provisions of the Government Code and the Labor Code of the state of California. All provisions of law applicable to public contracts and/or this Agreement are incorporated herein by this reference and are made a part of this Agreement to the same extent as if they were fully stated in the Agreement and shall be complied with by Consultant.

12.7 **Labor Requirements**. Consultant shall abide by all federal and California laws and regulations regarding wages, including, without limitation, the Fair Labor Standards Act and the California Labor Code, which, in part, mandate that 8 hours' labor constitutes a

legal days' work, and require Consultant to pay the general prevailing wage rates. The California statutory provisions for penalties for failure to pay prevailing wages will be enforced and the statutory provisions for penalties for failure to comply with California's wage and hour laws will be enforced. In addition, Consultant is required to comply with the statutory requirements relating to employment of apprentices. Consultant also must secure the payment of workers' compensation to its employees as provided by California law. Consult acknowledges its obligation to secure payment of Workers' Compensation before beginning work as set forth in the attached Exhibit D ("Acknowledgement of Workers' Compensation Obligation") which is incorporated by this reference as through set forth in full. Additionally, Consultant is required to comply with all statutory requirements relating to certified payroll records, including the maintenance of the records, their certification, and their availability for inspection.

12.8 **Discrimination**. No person shall be excluded from employment in the performance of this Agreement on the grounds of race, creed, color, sex, age, marital status, sexual orientation or place of national origin. Consultant shall comply with all local, state, and federal laws relating to equal employment opportunity rights.

12.9 **Assignment**. Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of City, which shall have the sole discretion to consent to any proposed assignment. Because of the personal nature of the Services to be rendered pursuant to this Agreement, only Consultant shall perform the services described in this Agreement.

12.10 **Waiver**. No waiver of a provision of this Agreement shall constitute a waiver of any other provision, whether or not similar. No waiver shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

12.11 **Force Majeure**. Neither Consultant nor City shall be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

12.12 **Construction of Terms**. All parts of this Agreement shall in all cases be construed according to their plain meaning and shall not be construed in favor or against either of the parties. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part, the remainder of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated thereby. In the event of any provision shall be adjudged invalid, void or unenforceable, the parties hereto agree to enter into a supplemental agreement to effectuate the intent of the parties and the purposes of this Agreement.

12.13 **Controlling Law**. The City 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, with venue proper only in the County of Santa Barbara, State of California.

12.14 **Authorization**. All officers and individuals executing this and other documents on behalf of the respective parties hereby certify and warrant that they have the capacity and have been duly authorized to execute said documents on behalf of the entities indicated.

12.15 **Entire Agreement**. This Agreement, along with its attached exhibits, which are incorporated herein by this reference, constitutes the entire Agreement between the parties and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. This Agreement may be altered, amended or modified only by a supplemental writing executed by the parties to this Agreement and by no other means. Each party waives any future right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreement, course of conduct, waiver or estoppel.

12.16 **Counterparts**. This Agreement may be executed in counterparts, each of which shall remain in full force and effect as to each party.

12.17 **Severability.** In the event that any term or provision of this Agreement shall be held to be invalid, void or unenforceable, then the remainder of this Agreement shall not be affected, impaired or invalidated, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Agreement at the place and as of the date first written above.

"CITY"
City of Carpinteria

By:_____
Michael Ramirez, City Manager

"CONSULTANT"
Fillippin Engineering

By:_____
Kelly Wheeler, P.E., QSD
Vice President

APPROVED AS TO FORM:
City of Carpinteria

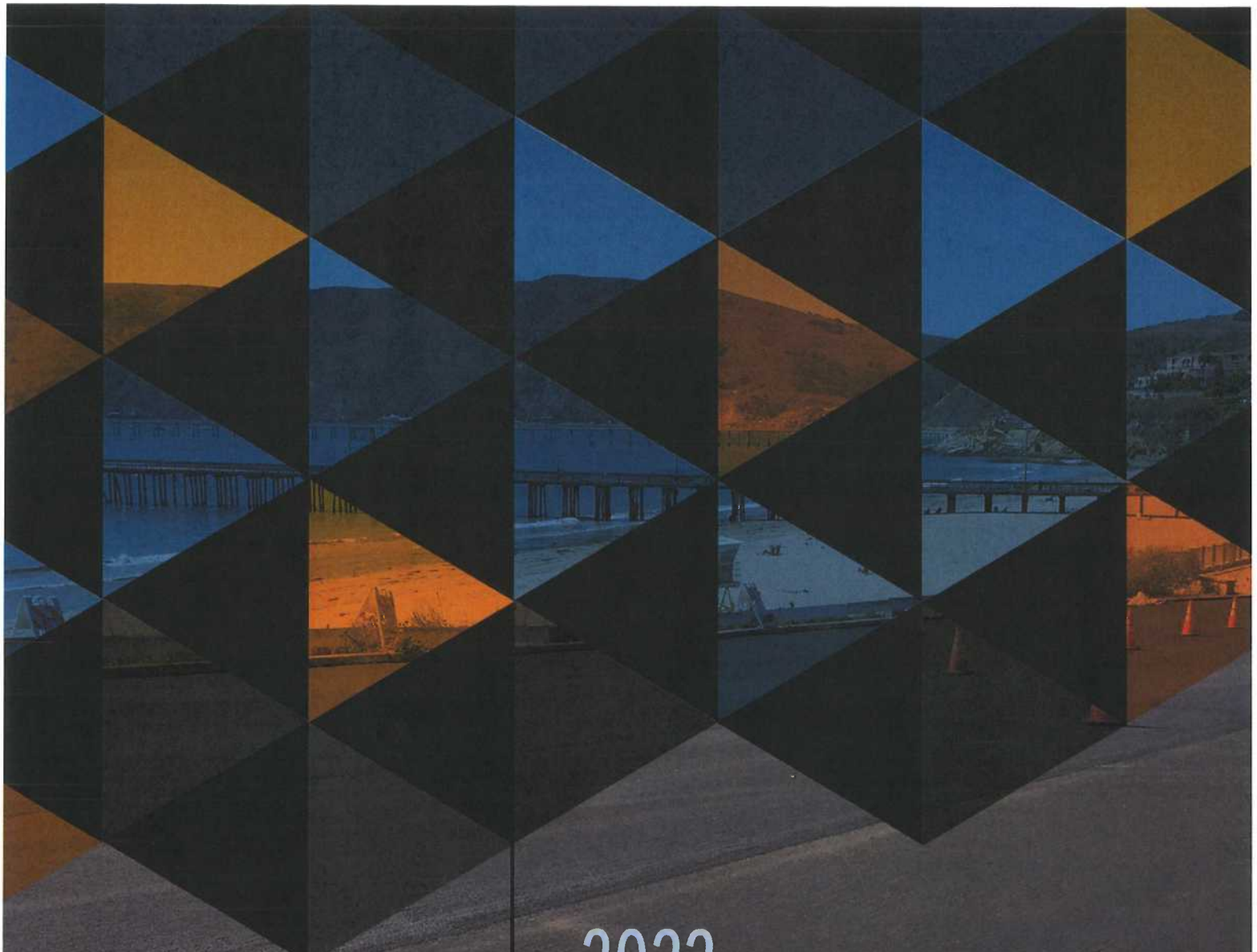
By:_____
Jena Shoaf Acos, on behalf of
Brownstein Hyatt Farber Schreck, LLP
Acting as City Attorney of the City of Carpinteria

ATTEST:
City of Carpinteria

By:_____
Brian C. Barrett, CMC, CPMC
City Clerk

EXHIBIT A

TASKS TO BE PERFORMED



2022 PAVEMENT REHABILITATION PROJECT

CONSULTING CONSTRUCTION MANAGEMENT SERVICES

PROPOSAL | JANUARY 2024

FE
FILIPPIN ENGINEERING

2022 PAVEMENT REHABILITATION PROJECT

CONSULTING CONSTRUCTION MANAGEMENT SERVICES

January 18, 2024 W.O. 240501

John Ilasin, Public Works Director/City Engineer
City of Carpinteria
Public Works Department
5775 Carpinteria Ave.
Carpintería, CA 93013

SUBJECT: 2022 PAVEMENT REHABILIATION PROJECT CONSULTING CONSTRUCTION MANAGEMENT SERVICES PROPOSAL

Dear Mr. Ilasin,

Filippin Engineering (FE) is pleased to submit our proposal to provide **CONSULTING CONSTRUCTION MANAGEMENT SERVICES FOR THE 2022 PAVEMENT REHABILITATION PROJECT** to the City of Carpinteria. FE is a well-established local certified Disadvantaged Business Enterprise (DBE) providing project management, civil engineering, and construction management services to our clients. Filippin Engineering exclusively serves public agencies within Santa Barbara, Ventura, and San Luis Obispo counties and many of our staff have been providing these services to public agencies along the central coast for over 35 years. As a result, the Filippin Engineering team is uniquely qualified to address all technical challenges and City impacts that may be encountered.

Understanding of Project Challenges – Filippin Engineering has reviewed the construction documents and is committed to working with the City to implement a solutions-based approach. We have the experience and expertise to key in on the items that will get the best value before construction, implement proactive public outreach during construction, and use our highly customized approach in working with the City team to come up with economical solutions. We have successfully implemented a very similar project in the City also involving concrete improvements and FDR, so we are able to predict many of the project-specific challenges.

Depth of Construction Management and Inspection Staff: FE currently has 26 full-time employees in addition to on-call associates and FE's Goleta and Ventura offices are less than 30 minutes from the project site. Our projects are 95% Construction Management Inspection and Testing projects, making our company one of the largest dedicated construction management departments on the Central Coast. The staff we have chosen is backed by a depth of resources to help with any issues that inevitably arise during construction. This is particularly important on this assignment given that inspection and construction management needs may vary over the 6-month duration, and the proposed team will be available to ramp up or down depending on the level of service needed while also maintaining consistency with core staffing.

Sole Local Agency Focus: The FE team works solely for local public agencies, so we have an in-depth understanding of agency needs. Nothing takes precedence over our local agency clients. We understand the realities of balancing tight local budgets, coordinating with agency staff, representing the City to our community, and meeting crucial schedule goals to secure funding. Our staff understands these constraints, can function in multiple roles, and develop solutions to fit the needs of the project. Our staff's focus on the City of Carpinteria's needs is especially important for large pavement resurfacing projects.

FE is committed to providing the City of Carpinteria with the highest quality service available, and we look forward to working with you and the City's staff on this important assignment. If you have any questions or would like to discuss further, please call me at (805) 448-5619.

Sincerely,

FILIPPIN ENGINEERING

Kelly Wheeler, P.E., QSD
Vice President, RCE 64522

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EXECUTIVE SUMMARY

Founded in January 2010, Filippin Engineering, Inc. (FE) is a regional firm providing local services solely to Southern California, including Ventura, Santa Barbara, and San Luis Obispo Counties. FE's emphasis and attention focus on our local public agency projects and relationships.

FE's headquarters are located at **354-D. South Fairview, Goleta, CA.** We also have offices in Ventura and San Luis Obispo. Our team members live throughout the region, from North Los Angeles County to San Luis Obispo County, providing local staff who are invested in their communities and associated projects.

FE is a member of the American Council of Engineering Companies, American Society of Civil Engineers, and American Public Works Association and a certified **Disadvantaged Business Enterprise (DBE) and Small Business Enterprise.**

The depth of FE staff's knowledge and breadth of experience offers an exceptional level of capability to our clients and their projects. Our firm is fortunate to have assembled a true A-Team of highly experienced and highly qualified individuals from a broad spectrum of construction and engineering backgrounds. Among our 27 full-time, permanent staff, five are Licensed Professional Civil Engineers and 12 are experienced Construction Management/inspection professionals, eight of whom hold college degrees in engineering or construction fields. We maintain a consistent and deep pool of local qualified resources available to support whatever the City's needs may require, now and in the coming years. Team members are highly skilled and qualified professionals, and we encourage them to build upon their qualifications to meet the expectations of our clients and keep informed of industry trends. We specialize in construction phase services including constructability, construction management, and construction inspection, which allows us to offer the most responsive and efficient construction phase support possible to the City. FE works solely for public agencies, with our target market being small to midsize agencies such as the City of Carpinteria, which gives us the ability to provide the highest possible value to these types of clients.

FIRM BACKGROUND

Kelly Wheeler, P.E., is Vice-president of FE and is authorized to represent the firm with respect to all notices, discussions, and other communications relating to this RFP and to any negotiations relating to the contract. Kelly can be contacted via phone at (805) 448-5619 or email at kelly@fecivil.com. Our website is: www.fecivil.com

Ventura County Office:	Headquarters (For Correspondence):	San Luis Obispo County Office:
950 County Square Dr. Suite 110	354 S. Fairview Ave., Suite D	994 Mill Street Suite 230
Ventura Ca. 93003	Goleta, Ca 93117	San Luis Obispo, Ca 93401
	(805) 845-4602	

FINANCIAL RELATIONSHIPS

Filippin Engineering (FE) does not have any existing or past financial relationships including agreements between FE and subconsultants with past or present City staff and Council Members.

Filippin Engineering (FE) does not currently have nor have ever had any financial relationships with past or present City staff and Council Members.

PROPOSED SERVICES

ORGANIZATION OF SERVICES

TASK 1: CONSTRUCTION ADMINISTRATION SERVICES

Construction Management Team – This core team is led by the Principal-in-Charge, and supported by the Construction Manager (CM), Construction Inspector and Office Engineer. Our core team is well versed in a variety of roles because the size of our company facilitates all of us knowing how to do everything (much like a small agency), which we believe provides a benefit to the agency in that we can be agile in responding to project needs as they arise. All communications will go through our CM to make sure that everything is handled appropriately, follows the contract, and is logged accordingly and all parties are on the same page.

Construction Administration Procedures – On all projects administered by Filippin Engineering, we use the Caltrans LAPM as a basis for construction document control, modifying as necessary for any agency or funding-specific requirements. We will use the construction management procedures for reviewing and processing request for clarifications and interpretations of the Contract Documents; shop drawings, samples, and other submittals; contract schedule adjustments; change order proposals; written proposals for substitutions; payment applications; and the maintenance of logs. As the Agency's representative at the construction site, Filippin Engineering shall be the party to whom all such information shall be submitted.

Review of RFIs, Shop Drawings, and Other Submittals – Review the Contractors' RFIs, shop drawings, samples, and other submittals to determine the anticipated effect on compliance with the Project requirements. Forward to the Design Professional as appropriate for review of the request for clarification or interpretation, shop drawing, sample, or other submittals, along with FE's comments. FE's comments shall not relate to design considerations, but rather to matters of constructability, cost, sequencing, scheduling and time of construction, clarity, and consistency.

Change Order Preparation, Negotiation and Processing – Establish, implement, and coordinate systems for processing all contract change orders. Negotiate all contract change orders with the Contractor. Prepare contract change order document for execution by Contractor and Agency.

Progress Payments – FE shall review the payment applications submitted by each Contractor and determine whether the amount requested reflects the progress of the Contractor's work. We shall make appropriate adjustments to each payment application and shall prepare and forward to the agency a progress payment report. The report shall state the total contract price, payments to date, current payment requested, retainage and actual amounts owed for the current period.

Maintain Construction Record Drawings – Maintain one set of contract documents with up-to-date information regarding all addendum, substitutions, clarifications, and change orders.

Labor Compliance Checks – The Office Engineer will perform labor compliance checks as recommended by the Caltrans Construction Manual and the Caltrans LAPM, including labor compliance interviews for the prime contractor and subcontractors, review of certified payrolls, checking Contractor postings for all specified posters, notices and wage determinations at the project site (Equal Employment Opportunity posters), and notifications of any observed labor non-compliances so that sanctions can be imposed per Caltrans policy (*Construction Manual* Chapter 8, "Labor Compliance").

Meetings – Conduct and coordinate project meetings with the stakeholders and prepare meeting agendas and distribute meeting minutes.

Reports – Prepare reports that may be required during the final acceptance and project closeout.

Final Inspection and Punch List – Provide final inspection and prepare list of project construction deficiencies for resolution by the Contractor.

Construction Approval/Acceptance – Make recommendations to the Agency staff regarding final project approval and acceptance.

Final Payment – Make recommendations regarding the Contractor's final progress payment request. Prepare final progress payment report for submission to the Agency.

Project Closeout – Provide Agency with all operations and maintenance manuals, along with all project documentation in hard copy (in binders) and electronic files. All documentation to be filed in accordance with LAPM categories and recommendations.

Final Report – Provide the Agency with a project final report that summarizes key information on the project.

CONSTRUCTION MANAGEMENT SERVICES

During the project's Construction Phase, our team will perform the necessary services required in execution of construction management and observation (including the following), in addition to those requested by Agency staff during construction. This list outlines typical services we provide and expect will be necessary:

Construction Management Plan/Coordination of Execution – FE believes strongly in the value of a Construction Management Plan. This Plan is analogous to Project Management Plans we routinely prepare for our public agency projects. The purpose of this Plan is to define the roles and responsibilities of each of the participating parties. The Plan should address the flow of communications and decision-making so that, at all times during the construction process, all relevant parties are involved to the extent necessary and desired.

Project Communication and Coordination – Correspondence will be handled in accordance with procedures established in the Construction Management Plan and per the Caltrans *Local Assistance Procedures Manual* (LAPM). FE will prepare logs, files, transmittals, agendas, minutes, and other documents as necessary to ensure comprehensive dissemination of information, as well as the ability to locate documents in the future, should that be necessary.

Schedules – FE puts great emphasis on monitoring of and compliance with schedules, most especially when grant funding is tied to project completion. We recognize that during the construction of a project, unforeseen factors may affect the actual schedule in relation to the submitted schedule. Schedule tracking will not only include collecting information for analyzing the three-week look ahead, but also include review and acceptance of a baseline schedule and monthly schedule updates. FE will maintain a master schedule of all phases, approval processes, and other pertinent actions required of the Agency, consultants, and contractors, and provide monthly updates. On a monthly basis, we will compare the Contractor's progress to the updated schedule. We will also verify that all assumptions regarding logic and items included are still valid.

Submittal Management – FE will log and distribute submittals (e.g., shop drawings, color samples, product "cut sheets") to the engineer/landscape architect or appropriate reviewer. Prior to receipt, as a proactive measure, FE will identify submittal requirements and their relationship to the critical path schedule, to remind the Contractor of submittals that could impact the schedule. Copies of the submittal log will be included with each weekly coordination meeting's agenda/minutes, and FE will follow up to ensure an appropriate and timely response by the engineer. Ideally, most submittals will be transmitted electronically so that inclusion of other parties by "cc" is nearly instantaneous and done without extensive paper use and mailing expense.

Management of Requests for Clarification (RFCs)/RFIs – Similar to the process for submittals, FE has developed a log system for RFCs and RFIs that is easily updated and included with transmittals and weekly meeting agendas/minutes. Within the Construction Manager's authority (established in the Construction Management Plan), responses will be made in the field and logged accordingly. Otherwise, responses will be facilitated by the appropriate person(s) so that no unwarranted delays are experienced. If necessary, the Potential Change Order (PCO) associated with an RFC/RFI will be logged and tracked for cost-tracking purposes.

Material Substitution Requests – As with RFCs, RFIs, submittals, and similar items, FE has an established procedure for logging material substitution requests and will utilize it to track the status of all such documents. To the extent authorized, the construction manager will respond; otherwise, the request will be forwarded to the appropriate Agency and engineer personnel for review. Logs for these requests will be included with all meeting agendas and minutes and will be reviewed to ensure a timely response.

Change Order Management – By establishing a PCO process, FE can track all items and issues that are likely to result in change orders. Such issues may be a result of design changes, requests from Agency staff, or requests from the Contractor (cost or time). A log will be established, indicating the type of PCO; the potential impacts to cost, schedule, and other matters; and an action deadline. This log will be attached to each week's meeting agenda/minutes and will be reviewed in weekly meetings to prevent PCOs from going unresolved indefinitely.

FE reviews all Contractor Requests for Change Orders to determine whether appropriate procedure has been followed and that the necessary information has been provided. The request is logged and distributed to the Agency, with necessary documentation, such as inspection reports, sketches, photos, or other materials necessary for evaluation. FE will make a recommendation regarding the disposition of each change order request. Often, this recommendation involves gathering additional information from several parties, preparing an independent cost estimate, and suggesting alternatives. Upon Agency review and determination, FE can prepare change orders for signature by Agency staff using the Agency's template, obtain the Contractor's signature, facilitate approval by the Agency, and distribute the order.

Materials Testing – FE will coordinate with the Agency-contracted Materials Acceptance Testing Consultant to ensure construction is being performed to contract document specifications and standards.

Progress Reporting & Recordkeeping – FE staff keeps records in accordance with the Caltrans LAPM. We file all project documentation electronically and keep hard copies in a binder of documentation for turnover to the Agency at project end. At any time, documentation will be available for Agency review.

Construction Safety Orders – FE documents and monitors the Contractor's construction operations and safety practices per California Division of Occupational Safety and Health requirements and the project Traffic Control Plan. The Contractor remains the sole responsible party for safety requirements. FE will monitor per our safety program and notify the Contractor and the Agency of any observed deficiencies.

Progress Meetings – FE Construction Managers utilize a template customized for each project to prepare agendas and minutes. The template also comes with attachments, such as schedule updates, logs, and other pertinent information. This helps us distribute documentation, so all recipients can arrive at the meetings ready to provide input. The agendas/minutes and attachments are distributed by email several days prior to each meeting. Minutes are clear in assigning responsibility and time frames for action items.

Coordination With Utilities and Public Agencies – FE frequently coordinates with utilities and other agencies, such as those in Santa Barbara County and Caltrans.

Payment Applications – We will review the Contractor's progress pay estimates in accordance with the construction contract. Payments on progress estimates will be supported by source documents that represent measured quantities. A complete and accurate pay estimate will be forwarded to the Agency for payment. FE will maintain a current estimate of overall construction costs.

CONSTRUCTION PHASE DELIVERABLES

- Weekly Meeting Agendas and Minutes
- Submittal Log and Tracking of Response
- RFI Log and Tracking of Response
- Shop Drawing/Sample Log and Tracking of Response
- CCO Log and Tracking of Response
- Independent Cost Evaluation of all PCOs
- Materials Testing Log and Reports
- Record Drawings
- Labor Compliance Log
- SWPPP Compliance Log
- Daily Inspection Reports
- Daily Photographic Records
- Organize and Assemble Documentation for Closeout
- Documentation in Accordance With LAPM
- Weekly Statements of Working Days

CONSTRUCTION INSPECTION SERVICES

FE Inspection staff will conduct thorough inspection services by qualified inspectors covering multiple disciplines to ensure compliance with contract documents.

Construction Observation/Inspection – Perform daily inspection/monitoring of construction activities. Determine that work complies with plans, specifications, and permits. FE will be responsible for observation and documentation of all construction tasks and will follow Agency procedures. The Inspector's Daily Reports will include information such as workers and equipment actively engaged in the project, weather conditions, work accomplished that day, records of time and materials for work performed, pictures (either separately or as part of the report document), documentation of conversations with Contractor personnel, and problems anticipated or encountered. The report could also include notes on:

- Traffic control
- Stormwater pollution prevention plan
- Roadway resurfacing
- Concrete improvements
- Drainage improvements
- Street striping

Field Observation – Provide full-time detailed field observation services to verify compliance and conformance with the contract documents. Daily construction reports will be completed.

Materials Laboratory Testing Services – We monitor and maintain oversight of the Contractor's Quality Control (QC) Program and the Contractors QC operations, and when appropriate schedule Quality Assurance Testing.

Resident Engineering – Manage all field operations relating to project inspection, materials testing, measurement and payment, administration, and conflict resolution.

INSPECTION SERVICES PHASE DELIVERABLES

- Daily Field Report records
- Photographic records
- Construction redlines for inclusion in Record Drawings
- Weekly Statement of Working Days

POST-CONSTRUCTION PHASE SERVICES

Final Inspection and Punchlist – FE will conduct a final inspection and prepare a list of project construction deficiencies for resolution by the Contractor.

Record Drawings – FE will provide final markups of the project drawings to reflect Contractor-provided as-built drawings and all changes made to the contract documents, for preparation of final record drawings by the designer.

Final Documentation Turnover – FE will provide the Agency with all operations and maintenance manuals, along with all project documentation in hard copy (in binders) and electronic files. All documentation will be filed in accordance with LAPM categories and recommendations.

Final Project Report – When each construction contract is completed, FE will prepare a final report to the Agency summarizing all expenditures and change orders, showing pictures and providing a final accounting of all project expenditures in relation to the budget.

Notice of Completion – When all punchlist items have been completed, the FE construction manager will prepare a Notice of Completion, Statement of Final Quantities, and any final documentation requested by the Agency. Thereafter, the Contractor's final payment will be processed.

CLOSEOUT PHASE DELIVERABLES

- Complete set of record drawings
- Recommendation for final payment
- Notice of Completion Statement of Final Quantities and/or Final Balancing Change Order
- Compiled outstanding claim information for closeout
- Electronic files and Hard copies (in binders) of all project files following Caltrans standard recordkeeping guidelines
- Project files kept and submitted in accordance with the Caltrans file system

TASK 2: STORMWATER POLLUTION PREVENTION PLAN (SWPPP) COMPLIANCE

Ensuring the contractor maintains a jobsite that is always prepared for a weather event is our best option to mitigate the effects a wet winter could have on the jobsite and surrounding areas. Our entire staff has extensive fundamental and practical knowledge of erosion and sedimentation processes and best management practices (BMPs), and is well versed in implementing and maintaining these processes and practices to control pollutants in stormwater discharges, working under the SWPPP Compliance Office. For this assignment, Kelly Wheeler, PE, QSD/QSP will oversee these efforts. FE will review the SWPPP and weekly inspection reports to ensure that the field installation and maintenance of BMPs is consistent with the contractor's SWPPP. If we find any discrepancies, we will immediately bring them to the attention of the contractor for resolution. Our team will also review the reporting submitted by the contractor and will assist the City in uploading all required documents to the Stormwater Multiple Application and Report Tracking System (SMARTS).

SWPPP COMPLIANCE ADMINISTRATION DELIVERABLES

- Perform construction site inspection
- Review Contractor's SWPPP for compliance
- Monitor the SWPPP and Best Management Practices within the project site

TASK 3: PROVIDE FIELD OFFICE

For this assignment, both our Goleta and Ventura offices are nearly equidistant to Carpinteria and the various project site locations. Our staff will be deployed out of both of these office locations; however, our team's use of construction management software that allows for effective field management of CM documentation allows our inspector to remain at the project site and accomplish the outlined field deliverables so that there is a representative on or near each site during the entirety of the work being performed.

SPECIFIC EXPERIENCE AND CAPABILITES

PUBLIC WORKS CONSTRUCTION EXPERIENCE

- The FE team brings considerable experience from past municipal public agency projects. A large number of our projects are contracted and administered under state and federal guidelines, and FE manages all projects using the Caltrans LAPM and Caltrans Construction Manual procedures. This familiarity with using a standardized system company-wide creates a CM documentation package unparalleled by other consultants, with quick and efficient closeout, providing the City with an organized, complete package at completion.
- FE participates solely in municipal public agency assignments, rather than residential, commercial, or private development projects. Consequently, our project management controls and our firm's staff maintain a consistent and intimate familiarity with LAPM and Construction Manual practices. This familiarity is a necessary component to ensure that construction QC and documentation remain in accordance with the goals of our public agency clients.
- We recognize the importance of implementing proper procedures and recordkeeping for avoiding delays and mitigating claims and in project acceptance, so we will utilize our ongoing experience with City and Caltrans staff to ensure that project acceptance is achieved as early as possible.
- We know that agency budgets are tight and scrutiny by the community leaders and constituents is high, especially in active communities like Carpinteria. Not only does our efficiency and standardization of documentation provide a great value to the City in responding to inquiries, but our team goes above and beyond to engage community members with interest in the project during construction, providing the City with a trusted partner to limit public complaints and work with the City team for consistent messaging to their constituents.

APPROPRIATE & PROFESSIONAL EXPERIENCE

- FE's staff brings the specific technical experience and knowledge necessary for the infrastructure scope.
- Our experience comes directly from the construction phase of projects, gained directly in the field.
- The FE team's expertise extends far beyond mere observation; our commitment to comprehensive practices encompasses detailed, informative reporting; meticulous documentation; and meticulous recordkeeping—a standard that should be upheld across every project.

DEPTH OF CONSISTENT STAFF

- FE has the depth of staff resources to ensure that qualified support is always available; our depth ensures that we can react to the City's requests and remain adaptable to fluctuations in the project.
- Our firm maintains full-time permanent staff so we can ensure that the individuals assigned to your projects have the knowledge and experience that we claim and that our clients expect.
- FE's model and goal is to always maintain consistent staff on assigned projects from start to finish to ensure the highest quality and value available.

UNDERSTANDING OF THE PROJECT AND ROLES

- The FE staff understands the roles, limitations, and expectations of all parties involved, so they will come to the project prepared to address the assignment efficiently and effectively.
- FE has intimate familiarity with the City's departments and staff, including their particular needs and expectations. We also have good working relationships with all materials testing laboratories who will likely perform the QA oversight on the FDR scope of work. This is imperative on this project, given this team will work closely with both Contractor and City to ensure that the work quality is completed in conformance with the QAP.

FE TEAM

The FE team proposed for this project has a long and distinguished history of effective project delivery and the technical and relational expertise to ensure a successful project. We recognize and understand how to manage the delicate and potentially unpredictable relationships that can exist between construction Contractors, public works agencies, design professionals, and the public. We use our depth of experience and breadth of resources on each project we undertake.

Kelly Wheeler, P.E., QSD, Principal-in-Charge

Mrs. Wheeler is a registered Civil Engineer with 24 years of design and construction experience. Kelly has served as a Resident Engineer (RE) on a vast array of construction projects ranging from parks, bridges, transportation, and flood control to complex utility conveyance systems. She excels at communicating to a range of stakeholders, consistently providing intelligent and well-thought-out solutions to complex project issues, and has extensive experience coordinating with clients, contractors, consultants, private utilities, regulatory agencies, and the public on large construction projects. She has successfully completed multiple projects that have extensive regulatory permitting, involve multiple agencies, and require a high level of public relations and coordination among project stakeholders. Kelly was the PM on **2020 Pavement Rehabilitation, Parking Lot #2 And Cactus Lane Improvements for the City of Carpinteria.** She is proposed as the Principal-in-Charge for this project. On this project, she is proposed to oversee the staffing, budget, and quality control aspects and be a support resource for the team.

Kevin Connors, P.E., QSD, Principal Construction Manager

Mr. Connors is a registered civil engineer with over 36 years of experience in all aspects of project construction. Mr. Connors' extensive public works experience includes the design and construction management of bridges, roadways, utilities, parks, and airports. Kevin's experience includes successful coordination with many different public and private entities including the Federal Aviation Administration, Army Corp of Engineers, California Department of Fish and Wildlife, Utility Companies, Native American Monitors, Archeologists, Biologists, UPRR, and Caltrans. He has experience working with the City of Santa Barbara recently on the Las Positas Bike Path project, where he successfully led the team through multiple design, phasing, and change order negotiations on the $16.5M project.

Zach Bryant, Associate Construction Manager/Resident Engineer

Mr. Bryant is a longtime resident of Southern California with 20 years of Public Works and construction industry experience in Santa Barbara, Ventura and Los Angeles Counties. Mr. Bryant has spent the last decade providing construction management and inspection services to local agencies and has established himself as a key partner for local agencies. Before FE, Mr. Bryant was employed with Fugro Consultants, Inc. as project manager for the construction materials testing group and field supervisor for multiple construction projects throughout Southern

California counties. Mr. Bryant has provided project management, inspection and testing services on a variety of public works projects, and most recently filled the role of Assistant Resident Engineer on the Santa Ana Blvd. Bridge Replacement which is part of the Matilija Dam Ecosystem Restoration Project for the County of Ventura. Some of the agencies that Mr. Bryant has provided services to include the County of Santa Barbara, City of Santa Barbara, City of Ventura, City of Thousand Oaks, City of Santa Paula, City of Oxnard, City of Camarillo, Calleguas Municipal Water District, County of Ventura, Cachuma Operations and Maintenance Board and Caltrans. Mr. Bryant excels at managing multiple projects at once and his depth of experience, strong communication skills and problem-solving abilities, make him an effective and essential member of the FE team. Mr. Bryant is proposed as the Associate Construction Manager for this project and will work closely with the PIC and Inspector to ensure the quality assurance of the construction contract and that the Agency's expectations are met.

Tyler Beets, Chief Construction Inspector

Mr. Beets has an extensive background in public works construction and over 10 years of direct experience including roads, pavement maintenance, water and sewer pipelines, underground utilities, drainage, and structures. Tyler has experience working in the Contractor role as well, providing value to the City with foresight and problem solving abilities. He has previous experience with the City of Carpinteria on the 2020 Pavement Rehabilitation and Parking Lot Project, which including concrete improvements, FDR, and overlay, as well as City of Goleta Old Town Sidewalk project, and City of Santa Barbara's Westside Paseos project, all of which had similar elements to this particular project. He also holds his Contractor license, further enforcing his field capabilities that will benefit the City of Carpinteria.

Javier Licon, Chief Construction Inspector

Mr. Licon has an extensive background in public works construction and with over 20 years of experience in municipal projects including water and sewer pipelines, underground utilities, drainage, structures, roads, and pavement maintenance. Javier's depth of hands-on experience supplements his role as Chief Construction Inspector. Javier is as adept at resolving potential field conflicts as he is at communicating with designers and agency staff. Recent assignments include the Santa Monica Debris Basin Improvements Project which includes two bridge replacements, grading and utility work. He also was involved in the Citywide Street Improvements Project for City of Santa Paula, and multiple paving projects during his tenure with Toro Construction, adding significant value to the City of Carpinteria with his field perspective, most especially when it comes to enforcement of specification requirements with the Contractor.

Cheril Magallanes, Office Engineer/Labor Compliance Officer

Ms. Magallanes has more than 25 years of experience in a variety of professional administrative roles, specializing in labor compliance, SWPPP, contract administration per the LAPM, document control, and conflict resolution. She has performed labor compliance and SWPPP tracking compliance efforts over numerous projects in San Luis Obispo, Santa Barbara, and Ventura Counties for the FE team. Recent assignments with FE include the Armitos Park Gardens, San Jose Creek Multiuse Path and Jonny D. Wallis Park Improvements for the City of Goleta, 2020 Waterline and Valve Replacement for the City of Lompoc, Westside Community Paseos for the City of Santa Barbara, and Calle Joaquin Lift Station for the City of San Luis Obispo in her current role as Office Engineer and Labor Compliance Officer.

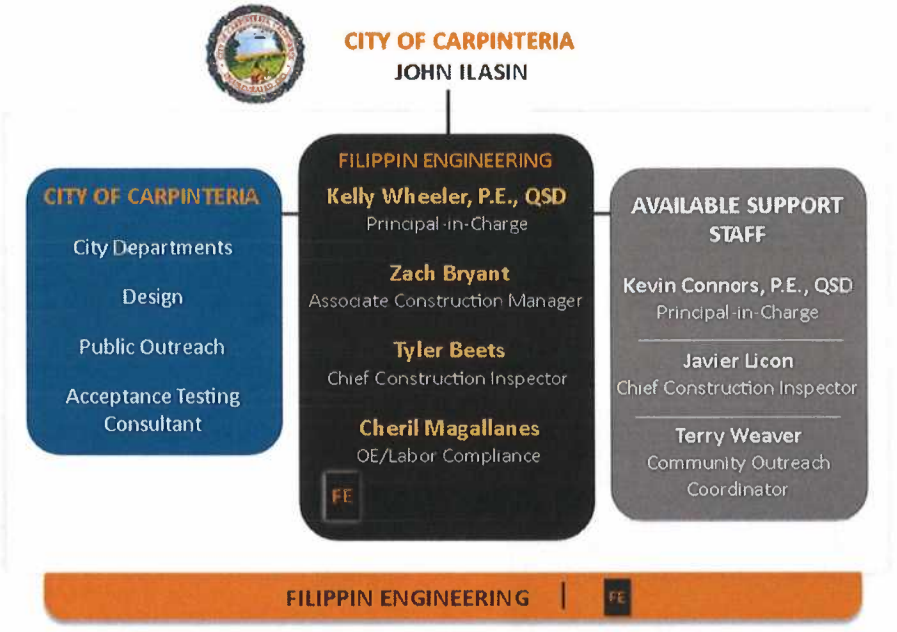
Terry Weaver, Community Outreach Coordinator

Ms. Weaver has a well-established background in public works construction and over 10 years of direct experience in public outreach in support of capital improvement projects. Ms. Weaver's experience as a community outreach coordinator includes all types of projects including water and sewer pipelines, underground dry utilities, storm drainage, structures, transportation, roads, and pavement maintenance projects. Previously employed by the City of Ventura, she supplied public outreach and administrative services to the engineering and construction staff. Ms. Weaver's hands-on experience working with business owners, community-based organizations, residents, stakeholders, and City staff has supplied a depth of experience and the development of many versatile skills. Ms. Weaver excels in taking the public outreach task out of the realm of the design and construction team as she acts as the single point of contact for all disbursed information and can take all incoming calls.

Full résumés for all above staff are provided in Appendix A.

Our proposed FE staff assigned to the project will be deployed out of our Goleta (Headquarters) and Ventura offices located at:

- 354 S. Fairview Suite D, Goleta, CA 93117
- 950 County Square Dr., Suite110, Ventura, CA 93003



RELATED EXPERIENCE

PROJECT EXPERIENCE

The FE team brings considerable experience on past pavement rehabilitation projects. FE brings to the City familiarity with the Caltrans LAPM and Construction Manual, which is necessary to ensure construction QC and documentation are in accordance with federal, Caltrans, and City requirements. We recognize the importance of implementing proper procedures and recordkeeping for avoiding delays and mitigating claims and in project acceptance, so we will utilize our ongoing experience with City staff to ensure that project acceptance is achieved as early as possible.

2022 PAVEMENT REHABILITATION PROJECT

CONSULTING CONSTRUCTION MANAGEMENT SERVICES

The following are example projects that FE has performed involving similar scopes of work. Since its inception, FE has never been removed from a project or disqualified from proposing on any project.

2020 PAVEMENT REHABILITATION, PARKING LOT #2 AND CACTUS LANE IMPROVEMENTS

Objective: Filippin Engineering provided Construction Management and Inspection on this 2-part improvement project for the City of Carpinteria. The 2020 Pavement Rehabilitation portion of the project consisted of removing asphalt concrete and replacing it with the 2,740 LF of new asphalt concrete pavement; placing concrete curbs, gutters, sidewalks, curb ramps, and driveway approaches and traffic striping.
The Parking Lot No. 2 and Cactus Lane Improvements portion of the project consisted of full demo of existing pavement; traffic signing and striping; placing over 1,300 LF of concrete curb, multiple large bioswales, gutters, sidewalks, and placement of 3,500 SF of hand laid permeable pavers; installing lighting, joint utility trench, stormwater quality, and irrigation facilities and landscaping.

Client	City of Carpinteria
Contact	John Ilasin, Public Works Director, City Engineer, (805) 684-5405
Project Timeline	Start: June 2020 | Finish: December 2020
FE Staff	Kelly Wheeler, P.E., QSD, Resident Engineer Kevin Connors, P.E., QSD, Resident Engineer Tyler Beets, Senior Construction Inspector
FE Services	Construction Management and Inspection
Project Cost	$1.6M

LAS POSITAS MULTIUSE PATH

Objective: FE provided construction management and inspection for the Las Positas and Modoc Roads Multiuse Path Project, which consisted of 2.6 miles of separated multiuse Class I trails for bicyclists and pedestrians. The project included conventional cut-and-fill grading, construction of about 3,269 feet of retaining walls (1.3–7.4-feet high), subgrade preparation, and paving. The project also includes two mid-block, on-grade pedestrian crossings along Modoc Road; a new pedestrian crosswalk across the southbound turn lane at the intersection of Modoc and Las Positas roads; and a new stoplight and crosswalk at the Jerry Harwin Parkway intersection for pedestrians.

Client	City of Santa Barbara
Contact	Alex Ubaldo, Supervising Civil Engineer, (805) 897-2668
Project Timeline	Start: September 2020 | Finish: January 2022
FE Staff	Kevin Connors, P.E., QSD, Resident Engineer Jerry Missamore, QSP, Senior Construction Inspector Tyler Beets, Senior Construction Inspector Dustin Snider, Senior Construction Inspector
FE Services	Construction management and inspection
Project Cost	$12.2M

PAVEMENT RESURFACING – JOHNSON DRIVE, TELEPHONE RD. TO BRISTOL RD.

Objective: FE provided construction management for the pavement resurfacing of Johnson Dr., from Telephone Rd. to Bristol Rd. Work included asphalt concrete pavement cold milling, Asphalt Rubberized Hot Mix, full depth AC pavement repair, adjustment of utility covers, concrete curb and gutter, spandrels, curb ramps, sidewalk removal and replacement, pedestrian access routes, pavement delineation striping, signage, bicycle counters and appurtenant work.

Client	City of Ventura
Contact	Mark Garcia, Project Manager, (805) 658-4789
Project Timeline	Start: December 2020 | Finish: March 2021
FE Staff	Zach Bryant, Associate Construction Manager
FE Services	Construction Management
Project Cost	$1.4M

CITYWIDE STREET IMPROVEMENTS PROJECT 2015-2016

Objective: This $8M Citywide Street Improvement project is one of the largest projects Santa Paula has undertaken. Filippin Engineering is providing construction management and inspection for this project to complete 20 separate street and utility improvements including pavement rehabilitation, water main and service line replacements, sewer main and maintenance hole replacements, curb ramp upgrades, and sidewalk repairs. SWPPP, labor compliance and utility coordination on this extensive project has been successful due to clear communication between all entities involved and clear, organized documentation on the part of our project inspectors.

Client	City of Santa Paula
Contact	John Ilasin, Capital Projects Engineer. (retired)
Project Timeline	Start: August 2016 | Finish: January 2018
FE Staff	Kevin Connors, P.E., QSD, Resident Engineer
FE Services	Construction Management and Inspection
Project Cost	$8M

STREET RESURFACING AND ROADWAY RE-PURPOSING – TELEPHONE ROAD, VICTORIA AVENUE TO KIMBALL ROAD

Objective: FE provided construction management during construction of this $2.5 million street improvements project. The project included reconstruction of ADA curb ramps, sidewalk repairs, extension of left turn pocket at Johnson Dr., cold milling, asphalt pavement repair, asphalt rubberized hot mix pavement, signing and striping of new traffic pattern that included bike lanes from Kimball to Victoria.

Client	City of Ventura
Contact	Mark Garcia, Senior Civil Engineer, (805) 658-4789
Project Timeline	Project Start: December 2020 | Finish: March2021
FE Staff	Zach Bryant, Associate Construction Manager
FE Services	Construction Management
Project Cost	$2.5M total

STREET RESURFACING RALSTON STREET – PORTOLA ROAD TO VICTORIA AVENUE AND VICTORIA AVENUE – TELEPHONE ROAD TO HWY 126

Objective: FE provided construction management during the construction of this $2 million street resurfacing and pedestrian improvements project. The project included reconstruction of ADA curb ramps, sidewalk and driveway replacements and street resurfacing which included slurry seal and asphalt rubberized hot mix pavement. The resurfacing included Ralston St. from Portola Rd. to Victoria Ave., and Victoria Ave. from Telephone Rd. to Hwy 126 in the City of Ventura. The resurfaced area of Victoria Ave. was adjacent to the Ventura County Government Center. The Victoria corridor connects Hwy 126 to the 101 Fwy interchange and is the most traveled arterial in the City of Ventura.

Client	City of Ventura
Contact	Ernie Ferrer, Engineering Design and Construction Manager, (805)677-3905 (Retired)
Project Timeline	Start: August 2020 | Finish: December 2020
FE Staff	Zach Bryant, Associate Construction Manager
FE Services	Construction Management
Project Cost	$2M

2020 ROADWAY SEALING

Objective: Filippin Engineering provided Construction Management and Inspection for the Roadway Sealing project which included the applying of slurry seal, striping, pavement markings, and signage to pavement project limits which included Emerson Parking Lot and the Bob Jones Bike Pathway.

Client	City of San Luis Obispo
Contact	Wyatt Banker-Hix, CIP Engineer, (805) 783-7859
Project Timeline	**Start:** July 2020 | **Finish:** October 2020
FE Staff	Kelly Wheeler, QSD, P.E., Resident Engineer Austin Della, Senior Construction Inspector
FE Services	Construction Management and Inspection
Project Cost	1.5M

ANACAPA MIDDLE SCHOOL SAFE ROUTES TO SCHOOL PROJECT

Objective: FE provided construction management for this $2M Federally funded construction project. The project consisted of roadway widening along Telegraph Rd. between Mills Rd. and Ashwood Ave. The project included curb extensions to provide a pedestrian school crossing with Rectangular Rapid Flashing Beacons near Anacapa Middle School and a new traffic signal installation at the intersection of College Dr. and Telegraph Rd. Along with these pedestrian and traffic control improvements, the project provided resurfacing of asphalt pavement, concrete curb ramp improvements, sidewalk and driveway repairs, traffic signs and striping and included the relocation of existing gas main.

Client	City of Ventura
Contact	Mark Garcia, Senior Civil Engineer, (805) 658-4789
Project Timeline	**Start:** June 2019 | **Finish:** January 2020
FE Staff	Zach Bryant, Associate Construction Manager
FE Services	Construction Management
Project Cost	$2M total

REFERENCES

FILIPPIN ENGINEERING

Matt Griffin, P.E.
Engineering Manager
County of Santa Barbara
Phone: (805) 568-3444

Mathew Rojas
Project Engineer
City of Santa Barbara
Phone: (805) 564-5450

Bryce Swetek
Engineering Manager
Montecito Sanitary District
Phone: (805) 883-6872

Mark Garcia, Sr.
Construction Engineer
City of Ventura
Phone: (805) 658-4789

Terry Hanser, P.E.
Design and Construction
County of Ventura
Phone: (805) 504-5434

Gianfranco Laurie, MPA, P.E., T.E.
Traffic Engineering Manager
County of Ventura
Phone: (805) 654-2063

FIRM APPROACH TO SERVICES

FE understands the 2022 Pavement Rehabilitation Project will include full depth reclamation and cement (FDR-C) treatment of several roads throughout the City. As part of this resurfacing treatment, the asphalt concrete pavement will be replaced by either cold mill and overlay or overlay a top the cement treated pulverized subgrade. The pavement rehabilitation also includes new signage and striping for improved traffic handling. In addition to these roadway resurfacing technologies, minor concrete work throughout the City will include concrete curb and gutter, pedestrian curb ramps, concrete driveway approaches, sidewalk replacement, cross gutter reconstruction and asphalt conform. Prior to these roadway and neighborhood improvements, there are drainage improvements planned for several streets which includes trenching and reinforced concrete pipe installation along with storm drain manholes, drain inlets, drywell installation and connections to existing storm drains. This work includes traffic control and storm water pollution programs, and other various items as specified in the Contract Documents.

In preparation of this proposal, we also understand the following constraints:

- The construction period is anticipated to be 120 working days.
- FE is to comply with all federal, state, and local laws and ordinances applicable to the work, including but not limited to, compliance with prevailing wage rates and submission of certified payrolls weekly for field personnel.
- FE understands that the City uses the Caltrans procedures for administering its construction projects

KEY CHALLENGES

Major challenges with this project will be coordinating construction on arterial streets and in residential neighborhoods with all adjacent businesses, schools, and residences.

In addition, it is critical that the construction management team assists with providing clear, concise, and consistent communication through all stages of the project to all stakeholders. The more community engagement and outreach we provide, the less likely the City Council and City Manager's offices will be inundated with concerns about this project.

FE understands that while pavement rehabilitation projects are a great benefit to the community, they are also very disruptive to residents and commuters. These services will require a high level of coordination and teamwork with the Design Engineer, City Project Manager, Contractor, and the public. Our team approach to this and every project is to communicate early and often, creating clarity and efficiency to keep all stakeholders on the same page.

This project has potential challenges beyond just construction technicalities. Recognizing and addressing the challenges that we can predict and remaining ready and agile to field those we cannot, is part of FE's plan to achieve a positive project outcome for all stakeholders. Some of the main elements that we believe are critical for success on this project include:

- **CONSTRUCTION PHASING:** Full Depth Reclamation (FDR) construction is challenging on any roadway, but it will be especially challenging on Via Real along the 101 Freeway. This route in the northwest section of the City connects businesses and residents to the 101 Fwy between Santa Monica Rd. and Padaro Ln. and serves as a freeway detour during the ongoing 101 Fwy construction and during emergency services interventions. Phasing this section of work will require careful planning when it comes to implementation of the contractor's phasing and communication with stakeholders will be key to the project's success. The route along Via Real is just one example of how this project will drastically impact immediate and adjacent areas involving schools, commercial and residential neighborhoods, and the

public that will need to be considered when analyzing the overall schedule and phasing of construction activities. Other constraints, such as adverse weather and coordination with other agencies, will also need to be considered. Considering all these factors will help to phase the project in such a way that is most efficient and least disruptive.

- **CONSTRUCTION COST CONTROL:** During construction of a 120 working day project, it is important to closely monitor Contractor costs and forecast any potential added financial impacts. By maintaining detailed daily reports and records of quantities, our team can accurately track project costs on a daily, weekly, and monthly basis. We can also forecast if there may be any added financial impacts due to quantity over- or underruns, thus ensuring that the City is not left with unnecessary surprises with contingency amounts. Our team is adept at staying ahead of Contractors and identifying potential changes before there are costly delays. It is paramount to be proactive rather than reactive during these types of projects.
- **CONSTRUCTION SCHEDULE CONTROL:** The best opportunity for scheduling success is thorough and continuous schedule evaluation. Our staff has expert CPM evaluation skills that allow us to analyze the baseline and monthly schedules and employ control measures in accordance with the Contract Documents.
- **COMMUNITY OUTREACH AND COMMUNICATION:** Clear, consistent, and concise communication with all stakeholders and the public on a project of this size is key to its overall success. This can be achieved by partnering with the City's public outreach team and providing updates throughout all phases of construction, with a primary focus on pre-construction notification. We will work to anticipate any potential issues and ensure the appropriate information is relayed to the necessary City team members as soon as possible, and to the public, if necessary, along with any impacts, corrective actions, and/or potential solutions.

FIRM APPROACH TO WORK AND HOW IT WILL BENEFIT THE CITY

- **PROJECT CHALLENGES AND OPPORTUNITES FOR SUCCESS:** Anticipating potential challenges ahead of the project and having a strategy for resolution is critical to success. Our plan for achieving a positive project outcome is to recognize and address the challenges we can predict. Once a potential problem is identified, our experienced FE team brainstorms feasible solutions that provide the most time and cost-efficient benefits. In addition, the RE will work closely with the Contractor to incorporate any additional solutions or cost-saving opportunities. The identified solutions are provided to the City for final determination. FE believes that working together to solve identified issues/challenges, in contrast to fighting with the Contractor, yields the most successful project for the City.
- **TECHNICAL AND INTRICATE PROJECT MANAGEMENT:** Proactive problem identification and resolution require strong team leadership, expertise from a wide variety of technical disciplines, and effective execution and coordination of many work activities. FE is poised to meet these challenges with knowledge, experience, and professionalism. We know the difference between watching construction and effectively managing it. Recognition and understanding of the technicalities, attention to organization of the details throughout the work, and emphasis on thorough planning/sequencing at the start of and during the project are critical aspects of a successful project. This process not only keeps the project on schedule, but also allows for budget forecasting and tracking.
- **CLAIMS MANAGEMENT:** Two key objectives of the FE team are claims avoidance and claims management through intricate project management. We believe our experienced and dedicated team offers tremendous value to the City and will maximize the opportunity for success by minimizing claim exposures. Our team is familiar with pavement rehabilitation methods and critical path scheduling, has a thorough understanding of the Contract Documents, and

- will put in the time upfront on the critical submittals. A team that understands the work and can anticipate and effectively mitigate or deter potential claims is the City's biggest tool in cost and schedule management.
- **QUALITY ASSURANCE:** FE has developed a Corporate Quality Assurance Plan to document the company's best business practices, better satisfy the requirements and expectations of our clients, and improve overall management of the company. FE believes the following characteristics indicate the quality of our product deliverables and our services:

  Complete – Our deliverables will be accurate and thorough and include all relevant project details.
  Consistent – Our project administration, products, and deliverables will be consistent with Agency standards and requirements and will comply with all applicable guidelines.
  Clear – Correspondence and documentation will be clear and concise.

  Successful project management requires strong team leadership, expertise from a wide variety of technical disciplines, proactive problem identification and resolutions, and effective execution and coordination of many work activities. FE is poised to execute these tasks with knowledge, experience, and professionalism. We know the difference between watching construction and effectively managing it. Recognition and understanding of the technicalities, attention to the organization of the details throughout the work, and emphasis on thorough planning/sequencing at the start of and during all project phases are critical aspects of a successful project. These processes not only keep the project on schedule, but also allow for budget forecasting and tracking.
- **QUALITY—TRUST, BUT VERIFY:** FE's approach to project quality will be "Trust, but verify." We will approach the Contractor with respect and trust that they will approach the project with integrity; we trust the Contractor has done the "right thing" but we verify and document to confirm the "right thing" has in fact been done. Taking an approach that outwardly lacks trust is disrespectful and will be returned in kind, so we avoid this approach.

QUALITY DELIVERABLES

PROCORE CAPABILITIES

FE is proud to share that we offer full-service Procore Project Management software on every one of our projects, and at no cost to the City, Contractor, or any other user. Utilization of the Procore tools will ensure standardization of Quality, increased efficiency in document control, continuous transparency to the City staff (and any number of desired/authorized stakeholders). This software platform is the best available technology in the field and will be used to successfully manage the document control procedures, still in keeping with the Caltrans Construction Procedures Manual and LAPM. As one of Procore's very first users FE is very familiar with Procore's functionality.

PROJECT CONTROL AND DOCUMENTATION

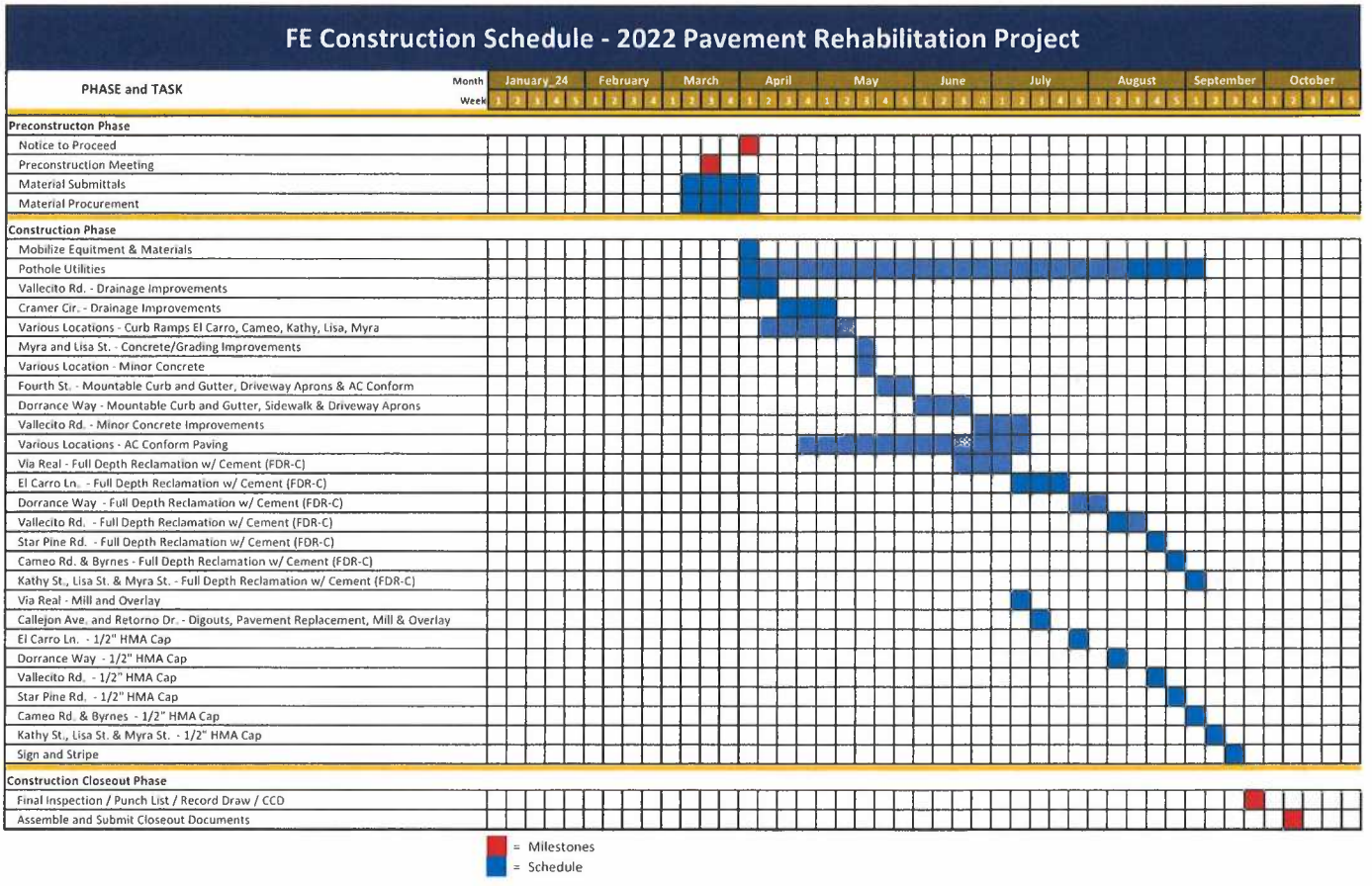
The FE Team brings considerable experience on past municipal public agency projects. The majority of our projects are contracted and administered under State and Federal guidelines, and FE manages all our projects using Caltrans Local Assistance Procedures Manual (LAPM) and Caltrans Construction Manual procedures. We note that this is not a Caltrans project, however the established management systems and procedures are considered industry standard for public work projects in California. Our firm staff maintain a consistent and intimate familiarity of the LAPM and Construction Manual practices. Our familiarity with Caltrans project systems and procedures is a necessary component to ensure construction QA

and documentation remain in accordance with the goals of all agency stakeholders. We recognize the importance of implementing proper procedures and record keeping in avoiding delays, mitigating claims, and in project acceptance, hence we will utilize our ongoing experience to ensure that project acceptance is achieved as early as possible.

MONTHLY PROJECT UPDATE REPORT

The most effective way to disseminate critical project components to the City is to provide a monthly project status report, which shall include a summary of the project schedule, construction and CM services budgets, any issues, overall project progress, and photographic updates.

SCHEDULE OF WORK

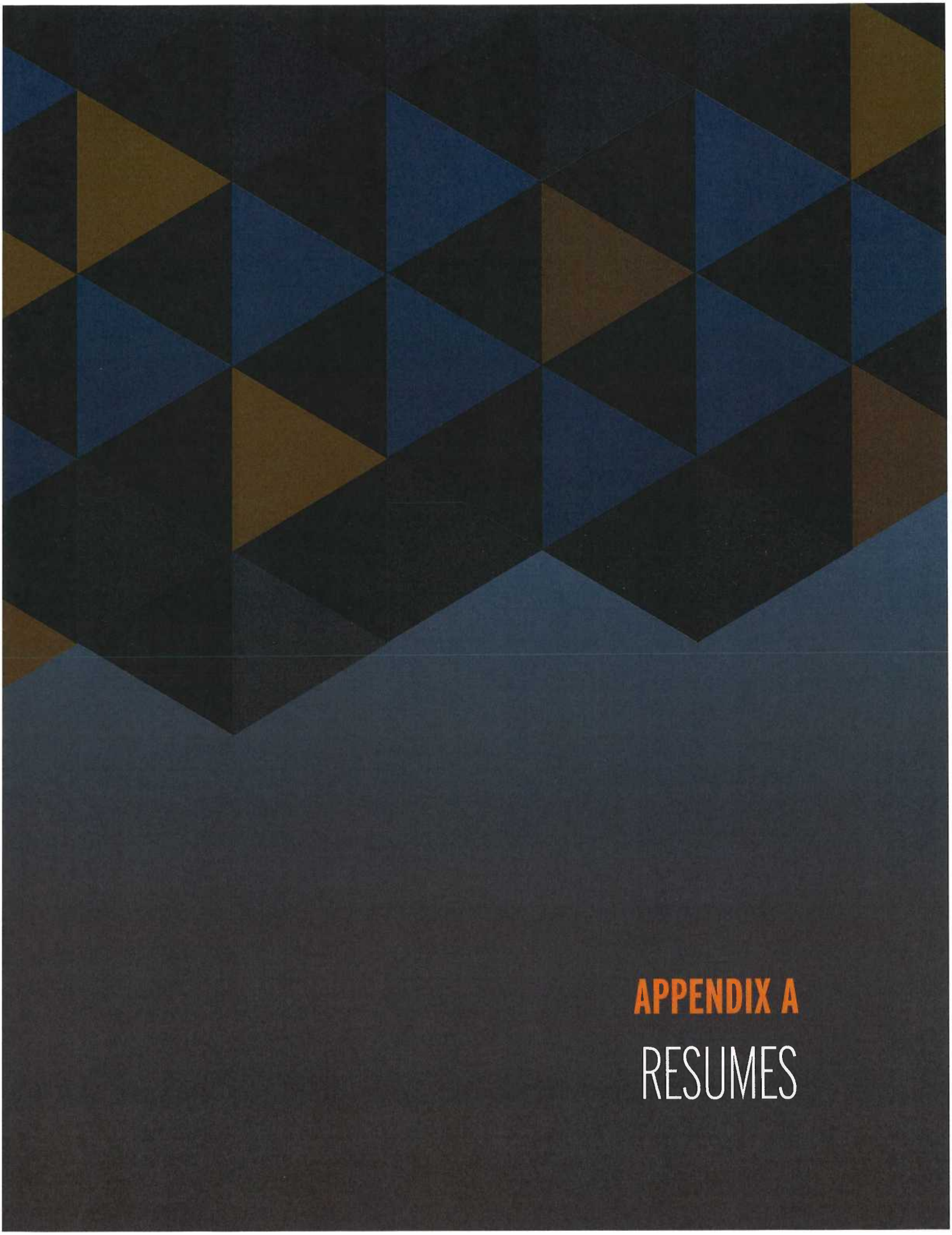


ESTIMATED HOURS

We have estimated staff hours for our services by task based on our understanding of the scope and complexity of the work, as outlined in the RFP, and plans and specifications provided by the City. Our services will be performed on a time and materials basis, given the total duration of 120 working days. During the performance of our services, the need for additional services will be monitored and communicated to the City by the Project Manager.

ESTIMATED HOURS
CONSTRUCTION MANAGEMENT, INSPECTION, LABOR COMPLIANCE AND SWPPP SERVICES
2022 PAVEMENT REHABILITATION PROJECT

	FILIPPIN ENGINEERING				
	Kelly Wheeler, PE, QSD	**Zach Bryant**	**Tyler Beets**	**Cheril Magallanes**	**Terry Weaver**
	Principal-in-Charge	Associate Construction Manager/Resident Engineer	Chief Construction Inspector	Office Engineer Labor Compliance SWPPP	Public Outreach Specialist
CONSTRUCTION ADMINISTRATION SERVICES					
TASK 1.0 - CONSTRUCTION MANAGEMENT (120 Working Days)					
1.1 Project Meetings					
Pre-Construction Conference	2	4	2	2	2
Weekly Progress Meetings	12	48	24		
1.2 Progress Reports					
Monthly Progress Report	3	6			
Construction Schedule	4	24			
1.3 Project Correspondence	12	72		10	
1.4 Procore: Web-Based Document Control System		48			
1.5 Project start-Up		24		2	
1.6 Submittals and Requests for Information (RFI's)		100			
1.7 Contractor's Change Orders and Disputes	20	60			
1.8 Weekly Statement of Working Days				24	
1.9 Progress Payments	3	24	12		
1.10 Redlines and Record Drawings		12	12		
1.11 Project Close-out	4	24	20	10	
Task 1 - Total Hours	60	446	70	48	2
TASK 2.0 - CONSTRUCTION INSPECTION SERVICES					
2.1 Construction Inspection			936		
2.2 Daily Construction Photos				24	
2.3 Inspection Reports/Certified Payroll Reports	2	30		72	
2.4 Review of Materials ATRs		24			
Task 2 - Total Hours	2	54	936	96	0
TASK 3.0 - STORMWATER POLLUTION PREVENTION PLAN COMPLIANCE					
3.1 Submittal Review	1	1		2	
3.2 Stormwater Monitoring and Inspection			24	12	
3.3 Compliance and Reporting	2	2		6	
Task 3 - Total Hours	3	3	24	20	0
TASK 4.0 - PUBLIC OUTREACH					
4.1 Coordination Meetings	2	6	6		6
4.2 Public Notices		24			72
Task 4 - Total Hours	2	30	6	0	78
PROJECT TOTAL HOURS	**67**	**533**	**1036**	**164**	**80**


APPENDIX A
RESUMES

KELLY WHEELER, P.E., QSD | PRINCIPAL ENGINEER

FE

REGISTRATION

- Registered Civil Engineer No. 64522
- CalOES SAP Evaluator

AREAS OF EXPERTISE

- Flood Control specialty, fish passage and structures
- HEC-RAS River Analysis System and FLO2D
- Regulatory Permit Coordination
- State and Federal Funding Compliance
- Governor's Office of Emergency Services (OES) & FEMA
- American Red Cross, Certified in Adult & Child First Aid/CPR/AED

EDUCATION

- Bachelor of Science Agricultural Engineering, Water Resources emphasis Texas A&M University, College Station, 2000
- Executive MBA, Leadership Track, UCLA, June 2023

Mrs. Wheeler has 22 years of experience in the construction management and civil engineering design industry. Kelly has served as a resident engineer on a variety of projects ranging from roadways and bridge construction to complex utility conveyance systems. She excels at coordinating multiple agencies involved in large projects, such as Santa Barbara Cottage Hospital, City of San Luis Obispo Tank Farm Gravity Sewer, Force Main, and Lift Station Project, and the Lower Mission Creek projects, of which she has performed construction management on six separate reaches and two bridges over the course of an 8-year period. These projects also include numerous regulatory permits, multiple agency stakeholders, and relocation of both dry and wet utilities.

RELEVANT PROJECT EXPERIENCE

2020 PAVEMENT REHABILITATION PROJECT-PARKING LOT NO. 2 AND CACTUS LANE IMPROVEMENTS (City of Carpinteria) Provided Construction Management responsibilities for this project which consisted of work performed at two locations. The first location is the 2020 Pavement Rehabilitation portion consisted of removing and replacing asphalt concrete pavement; placing concrete curbs, gutters, sidewalks, curb ramps, and driveway approaches and, traffic striping. The second location is Parking Lot No. 2 and Cactus Lane Improvements portion which consisted of removing and replacing pavement; traffic signing and striping; placing curbs, gutters, sidewalks and permeable pavers; installing lighting, joint utility trench, stormwater quality and irrigation facilities, and landscaping.

ROADWAY SEALING PROJECT 2020 (City of San Luis Obispo) Resident Engineer for slurry seal laydown and striping of over 19 miles of roads in the City of SLO. The project consisted of resurfacing of 82 streets, striping, and installing speed humps and other traffic safety delineators with the intent of enhancing safety and multi-modal transportation.

RAILROAD SAFETY TRAIL (City of San Luis Obispo) Resident Engineer on a $3.8M 525 LF, 7-span steel truss structure, plus construction of an additional 600 feet of Class 1 bicycle/pedestrian path above UPRR and SR-101. Work included coordinating with Caltrans and UPRR, embankment construction, HMA paving, retaining walls, CIDH foundations. Utility relocations, sewer, water, storm drainage facilities, ADA ramps, polyester concrete overlay, slurry seal, lighting, irrigation, landscaping and striping.

DE LA GUERRA BRIDGE REPLACEMENT (City of Santa Barbara) Provided Structures Representative and Construction Manager responsibilities of this $5.8M project which consisted of removing and replacing the concrete bridge and roadway approaches, relocating utilities, constructing new concrete channel walls and sidewalks. The bridge structure consists of CIDH pile abutment foundations, along with precast prestressed concrete girders, solider pile walls upstream and downstream in the channel, and pour in place wingwalls. Also involved was the planting landscape materials and irrigation systems, installing storm drainage facilities and streetlights.

ANAPAMU BRIDGE REPLACEMENT PROJECT (City of Santa Barbara) Fulfilled Resident Engineer duties on this Anapamu Street Bridge over Old Mission Creek between San Andres Street and San Pascual Street. The replacement of the bridge consisted of removing and replacing a concrete bridge and roadway approaches; relocating domestic water facilities; constructing concrete channel walls; planting landscape materials and irrigation systems; installing storm drainage facilities; installing streetlights; and protecting existing utilities.

MASON STREET BRIDGE REPLACEMENT PROJECT (City of Santa Barbara) Resident Engineer for the $7 million Mason Street Bridge Replacement and Lower Mission Creek Reach 1A-2 Project which includes removing and replacing a concrete bridge and roadway approaches, removing building facilities including hazardous materials abatement, relocating water, sanitary sewer, and storm drain facilities in a realigned and reconstructed roadway, constructing secant pile channel walls and bridge foundations, architectural shotcrete facing, fish ledges, rip-rap placement, realigning the roadway, precast girders, street improvements, landscaping, street lights, and irrigation systems. The project was a joint project administered by the City of Santa Barbara with the County of Santa Barbara Flood Control and Water Conservation District.

KELLY WHEELER, P.E., QSD | PRINCIPAL ENGINEER

FE

LOWER MISSION CREEK, REACH 2A (Santa Barbara County Flood Control District and Water Conservation District) Construction Management and Resident Engineer for a project in downtown Santa Barbara across the UPRR train tracks from the Amtrak Station, that consists of construction of 250 linear feet of 6' x 15' double box culvert construction, transition structure, storm drain relocations; construction of manholes and junction structures; existing utilities protection and relocation; miscellaneous concrete curb and gutter, AC and PCC pavement removal and replacement. Project requires coordination between multiple agencies including City of Santa Barbara, County of Santa Barbara Flood Control District, UPRR, dry utility companies, in addition to significant public coordination.

LOWER MISSION CREEK, REACH 1A, PHASE 1 (Santa Barbara County Flood Control District and Water Conservation District) Construction Management and Resident Engineer for a project in downtown Santa Barbara that consists of widening that portion of Lower Mission Creek from State Street to the Romasanta pedestrian bridge by constructing a CIDH Secant Pile wall system. The work included dewatering with cofferdams, demolition of existing structures, secant pile drilling, excavating, placing and hauling compacted fill, architectural treatment to walls, installation of storm drain inlets, installation of fish passage structures, and reconstruction of a cantilever deck patio. Project required coordination between multiple agencies including City of Santa Barbara, County of Santa Barbara Flood Control District, US Department of Fish and Game, Regional Water Quality Control Board, and Army Corps of Engineers, in addition to significant public coordination.

MONTEREY STREET REHABILITATION (City of San Luis Obispo) Performed Resident Engineer duties on a complete right-of-way facelift along a major commercial corridor in the City of San Luis Obispo. Improvements included a full street grind/level/overlay as well as new curb & gutter, sidewalks, driveways, and access ramps upgraded to current ADA standards. This project included successful implementation of a significant public-relations effort for the surrounding businesses. Caltrans Construction Manual Procedures were implemented for the management of this project, as it was completely funded with ARRA funds.

PAVEMENT RESURFACING – OXNARD BEACH AREA (County of Ventura) Fulfilled Resident Engineer responsibilities on this project which included pavement rehabilitation, surface preparation, root pruning and tree removal, crack sealing, concrete curb and gutter removal and replacement, cold milling and grinding, AC fill of grind area, AC curb rehabilitation and seal, PCC sidewalk removal and replacement, asphalt rubber hot mix and micro- surfacing, pavement delineation and striping, survey monument frame adjustment, and appurtenant work.

PAVEMENT REJUVINATION – COUNTYWIDE (PHASE 1 (County of Ventura) Performed Resident Engineer duties on this project which included pavement rehabilitation, surface preparation, root pruning and tree removal, crack sealing, concrete curb and gutter removal and replacement, cold milling and grinding, AC fill of grind area, AC taper with key, placing AC hot mix, asphalt rubber hot mix and micro- surfacing, pavement delineation and striping, and appurtenant work.

GRAND AVENUE & HWY 101 INTERSECTION (City of San Luis Obispo) Resident Engineer for installation of new traffic signals at the intersection of NB 101 off-ramp/Grand Avenue and Abbott St. In conjunction with the traffic signal installations, the existing intersection pavement markings and signage were replaced, and accessibility improvements were made to the curb ramps at all four corners of the intersection. The project was administered by the City of San Luis Obispo with improvements that were turned over to Caltrans at the conclusion of the project and involved extensive traffic control in a busy intersection and strict adherence to Federal funding requirements.

2009, 2010, 2011 & 2012 ANNUAL MICROSURFACING (City of San Luis Obispo) Construction Management for the past four consecutive years for the City of San Luis Obispo's annual microsurfacing projects, including calibration and laydown of microsurfacing, pavement grinding, concrete improvement replacements, and striping in City and Caltrans right-of-way, downtown areas, and residential and industrial areas.

LOCAL ROAD REHABILITATION (City of Santa Barbara) Design and Construction Management of the pavement rehabilitation for various concrete streets within the City of Santa Barbara. Overlay using rubberized asphalt concrete was used on Chapala Street and Hollister Avenue, along with redesign of striping and construction of multiple concrete access ramps.

2007, 2008, & 2009 ANNUAL PAVEMENT REHABILITATION (City of Lancaster) Design services and construction support for the City of Lancaster's annual pavement rehabilitation projects. Projects were up to approximately $10 million in construction costs per year and included treatments such as bonded wearing course, full depth reclamation, cold-in-place asphalt recycling, microsurfacing, slurry seal, and overlay.

KEVIN CONNORS, P.E., QSD | PRINCIPAL ENGINEER

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REGISTRATION

- Registered Civil Engineer No. 43862

AREAS OF EXPERTISE

- Tau Beta Pi Engineering Honor Society
- American Society of Civil Engineers ASCE
- President of ASCE Santa Barbara/Ventura Branch 1992-93
- Southwest Chapter of the American Association of Airport Executives
- ICBO Seismic Safety 1991
- Caltrans Resident Engineers Academy 1992
- Construction Litigation, Arbitration & Mediation. 1996
- FAA Pavement Design 2006
- FAA Scan Training 2001
- California Water Board QSD Training 2014
- Governor's Office of Emergency Training Services
- American Red Cross, Certified in Adult & Child First Aid/CPR/AED

EDUCATION

- Bachelor of Science Civil Engineering, Northern Arizona University, Flagstaff, Arizona, 1984

Mr. Connors joined Filippin Engineering in August 2012 and has over 37 years of public and private work experience in all aspects of project construction, including roles as Project Manager, Construction Manager, Resident Engineer, Engineer of Record, and Project Environmental Coordinator on public works projects. Mr. Connors' extensive public works experience includes the design and construction of bridges, roadways, airports, utilities, parks, airports, and environmental mitigation. Mr. Connors' project management experience includes a wide variety of engineering projects including water, sewer, and reclaimed water infrastructure, storm drainage systems, roadways, airport runways and taxiways, buildings, drainage systems, parks, bridges, and freeway interchange work. Responsibilities included project management, budgeting, advertising and bidding, scheduling, constructability reviews, coordination with local, State, and Federal permitting agencies, (including Caltrans, City Planning Departments, California Department of Fish and Game, Army Corps of Engineers, and the State Historic Preservation Office), as well as managing consultant contracts. His project management experience includes several environmentally sensitive projects where he has acted as Project Environmental Coordinator (PEC).

TRANSPORTATION PROJECT EXPERIENCE

WESTSIDE COMMUNITY PASEOS (City of Santa Barbara) Construction Manager for this project which is located in the City of Santa Barbara along Mission, Gillespie, San Pascual, Micheltorena, Castillo, Sola, Salsipuedes, Panchita, Victoria, Alta Vista, Anapamu, & Nopal Streets. The project established safe and efficient connections from the Westside to the Downtown area, the Eastside, and to schools and parks. Work generally included the construction of curb extensions, traffic diverters, stop islands, ADA compliant sidewalk and curb ramps, improved signage, speed humps, raised crosswalk, Class I, Class II green lane, and Class III bike routes, and tree removal and planting.

STATE STREET UNDERCROSSING (City of Santa Barbara) Assistant Construction Manager for this project which is located in downtown Santa Barbara on the iconic State Street roadway that connects downtown Santa Barbara with the Waterfront. The project is which is partially located in the Caltrans Right-of-way, is both a major facelift and includes many safety features to appropriately rebalance space for vehicles, pedestrians, and cyclists through the undercrossing between Yanonali and Gutierrez Streets. Work generally includes widening sidewalks (Both on Slab and Raised on Slab) on both sides of the street, increasing bike lanes widths and adding 2-3 foot protected buffers, new pedestrian lighting and railing for safety and decorative tile columns for aesthetics. This project also includes the installation of a large SiteSaver System to improve storm water quality and debris from the storm drain system.

LOS POSITAS MULITUSE PATH PROJECT (City of Santa Barbara) Project Manager and Resident Engineer for $13M ATP Funded multi-use pathway project that included Construction a 2.6-mile class 1, separated multi-use pathway along Modoc Road and Las Positas Road. The project work area is within an environmentally sensitive area adjacent to Arroyo Burro Creek and includes 3,500 feet of trail retaining walls, 2,150 feet of Caltrans Barrier Railing, parkway bioretention systems, and permeable trail paving.

2020 PAVEMENT REHABILITATION & PARKING LOT 2 PROJECT (City of Carpinteria) Construction Manager for $1.6 Million pavement rehabilitation project and reconstruction of Parking Lot 2 and Adjacent Cactus Lane. The project work included rehabilitation of the PCC pavement on Carpinteria Avenue by concrete grinding, crack seating PCC, fiberglass reinforced paving grid, and AC overlay. Other street rehabilitation work included full depth reclamation of existing AC, cement treating subgrade and new overlay on 8th Street and Nipomo Drive, and reconstruction of Cactus Lane and Parking Lot 2.

KEVIN CONNORS, P.E., QSD | PRINCIPAL ENGINEER

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OLD TOWN SIDEWALK IMPROVEMENTS (City of Goleta) Construction Manager for $2.5 Million sidewalk improvements project to improve pedestrian access and safety by installing sidewalk throughout the residential areas of Old Town Goleta. Old Town has aging infrastructure that includes narrow streets, limited and disconnected sidewalks, and access ramps that do not comply with the current American with Disabilities Act (ADA) standards. The project work included constructing curb, gutter and sidewalk, upgrading access ramps to comply with current ADA standards, adding additional street lighting (by Southern California Edison), coordinating private utility relocations, adding drainage improvements, bioretention areas, and constructing angled parking with permeable concrete in some areas.

CITY OF CAMARILLO PROGRAM MANAGEMENT (City of Camarillo) Program Manager responsible for overseeing multiple City project in the City's downtown Camarillo Corridor area. Work included developing project scope, preparing RFQ's for project design, preparing Council Reports and Council presentation materials, overseeing consultant contracts design, project design, preparation of project specifications and bidding contract documents, and construction management. Projects included Springville Class 1 Bike Path, Camarillo Corridor Street Improvements, Daily Drive Sidewalk and Gutter Replacement, Springville Interchange Landscape Retrofit, Stormwater Trash Compliance, Council Chambers Remodel, Railroad Quiet Zone, and Park and Ride Parking Lot Expansion.

SANTA ROSA ROAD WIDENING (City of Camarillo) Project Manager for $3.5 Million Federally Funded roadway widening project that included three technical retaining wall structures, multi-phased traffic control to maintain the high volume of vehicles on this major arterial. The project work included of widening Santa Rosa Road to provide two lanes in each direction, separated by a landscaped median, constructing various retaining walls including 250' long by 9' high steel soldier pile wall with architectural concrete facing, 372' long by 25' high soil nail wall with architectural concrete facing, and 400' long by 8' high slump block masonry wall, pavement, curb, gutter, and sidewalk, storm drain catch basins, bike lanes, striping, signing, landscaping and irrigation, and related work.

PANCHO ROAD REPAVING (City of Camarillo) Resident Engineer for $1.25 Million Federally Funded project that included overall construction management, construction inspection, and materials testing. The work consisted of pulverizing and blending the existing pavement with undying aggregate material and overlaying with new asphalt, miscellaneous concrete appurtenances, and drainage improvements.

LEWIS ROAD LANDSCAPING, WALL, & MONUMENT (City of Camarillo) Resident Engineer for $1.3 Million Federally Funded project that included construction of a 1,600-foot-long 14-foot-high masonry screen on 16-foot-deep CIDH foundation piles, a City monument sign with City logo, 420 feet of concrete lined drainage channel, irrigation, and landscaping. Project was constructed on SR 34 within Caltrans right of way under a Caltrans encroachment permit. Construction management effort was performed in accordance with Caltrans Construction Manual procedures.

SR 23 SOUNDWALL (City of Moorpark) Resident Engineer for $1.4M project that included construction of a two 14-foot-high masonry soundwalls totaling 1,725' feet in length constructed on concrete barrier constructed with 16-foot-deep CIDH foundation piles on SR 23 within Caltrans right of way under a Caltrans encroachment permit. Construction also included new drainage structures, site grading, freeway lane striping, landscaping, MBGR, groin crash barrier, and new ramp meter. Assisted in the preconstruction phase with the development of a project quality management plan (QMP).

LOS CARNEROS AND CALLE REAL ROUNDABOUT (City of Goleta) Received award by APWA Central Coast Chapter 2012 for best project under $5M. Construction Inspector for $1.3 Million Roundabout project for the City of Goleta. The project consists of the reconstruction of an existing three-way intersection with a new roundabout including new lighting, drainage facilities, bike lanes, and landscaping improvements.

SPRINGVILLE DRIVE INTERCHANGE (City of Camarillo) Project Manager for $23 Million Springville Drive Interchange Project on the 101 Freeway. The City of Camarillo funded and managed project which included the construction of a new interchange over the 101 Freeway in the City of Camarillo through a Cooperative Agreement with Caltrans. The project included a four-lane bridge with turn lanes over the 101 Freeway, extension of Springville Drive and Ponderosa Drive to the new interchange, interchange signalization, landscaping, relocation of gas, electrical, sewer, and water mains, and construction of new water, reclaimed water, electrical, cable TV, and sewer gravity and force mains. Work also included the extension of existing freeway storm drain culverts as well as the jack and bore of a new triple 66" storm drain culvert under the 101 Freeway.

CALLE REAL ROAD WIDENING (Private Developer with Santa Barbara County Oversight) Provided Construction Management for widening of a half mile of Calle Real between Patterson Avenue and Kellogg Road in Goleta. Work included widening the existing two-lane road to a four-lane road with a landscaped median island, 2,600 feet of storm drain piping, 7,000 feet of curb and gutter, 19,000 square feet of new sidewalk, three bus pockets with two bus shelter structures, eighteen new street lights, landscaping and irrigation.

ZACH BRYANT | ASSOCIATE CONSTRUCTION MANAGER FE

AREAS OF EXPERTISE

- Business Insights 20/20 Project Management Academy
- PSMJ Project Management Bootcamp
- ACI Reinforced Concrete Academy
- IPMA Level D, Certified Project Management Associate
- Caltrans Materials Engineering Technician/Plant Inspector Certified (Formerly)
- ICC Soils Special Inspector (Formerly)
- ICC Reinforced Concrete Special Inspector (Formerly)

Mr. Bryant is a longtime resident of the California Central Coast, with over 20 years of public works and construction industry experience in Santa Barbara, Ventura, and Los Angeles Counties. His experience comes vastly as a project manager and field services supervisor at Fugro Consultants, Inc. His focus at Fugro and now FE is major infrastructure projects such as bridge reconstruction, freeway and roadway widenings, water and wastewater pipelines, wastewater and water treatment facilities and reservoirs. Recently, Mr. Bryant has been providing construction management and inspection services to the County of Ventura on the Santa Ana Blvd. Bridge Replacement Project in Oak View, CA. Roles and responsibilities include all manner of project management, coordination with stake holders, inspection, document review, and document control. Mr. Bryant excels at managing multiple projects at once and his depth of experience, strong communication skills and problem-solving abilities, make him an effective and essential member of the FE team.

RELEVANT PROJECT EXPERIENCE

MATILIJA DAM ECOSYSTEM RESTORATION – SANTA ANA BLVD. BRIDGE REPLACEMENT (County of Ventura) Assistant Resident Engineer for this $11.5M project, the Matilija Dam Ecosystem Restoration/Santa Ana Blvd Bridge Replacement project. Project responsibilities included construction management and inspection during construction of the Santa Ana Boulevard Bridge over the Ventura River, channel improvements and the removal of the existing bridge in Oak View, CA. Part of the project will be to remove the Matilija Dam to restore suitable habitat and improve water and sediment flows. This project included demo of an old bridge and construction of the new bridge with two large diameter CIDH piles, abutments, and roadways. Project also included improvement of sidewalks, channel embankment work, rock riprap, removal and relocation of numerous utilities, chain link fencing and gates, rock walls, ornamental gates, retaining walls, storm drains and landscape and mitigation plantings.

ANACAPA MIDDLE SCHOOL SAFE ROUTES TO SCHOOL (City of Ventura) Construction Manager for this $1.9M Federally funded construction project. The project consisted of roadway widening along Telegraph Rd. between Mills Rd. and Ashwood Ave. The project included curb extensions to provide a pedestrian school crossing with Rectangular Rapid Flashing Beacons near Anacapa Middle School and a new traffic signal installation at the intersection of College Dr. and Telegraph Rd. Along with these pedestrian and traffic control improvements, the project will provide asphalt pavement resurfacing, concrete curb ramp improvements, sidewalk and driveway repairs, traffic signs and striping and included the relocation of existing gas main.

STREET RESURFACING JOHNSON DRIVE – BRISTOL TO 101 FWY (City of Ventura) Construction Manager for this $1.4M construction project funded by Senate Bill No. 1. The project consisted of asphalt pavement resurfacing, concrete curb ramps, pedestrian passageways, sidewalk and driveway repair, traffic signs and striping improvements on Johnson Dr. from Bristol Rd. to U.S. Fwy 101.

STREET RESURFACING – JOHNSON DR., TELEPHONE TO BRISTOL (City of Ventura) Mr. Bryant's involvement in the project included Construction Management during the construction of this $1.4 million street resurfacing and pedestrian improvements project. The project included reconstruction of ADA curb ramps, sidewalk repairs, pedestrian passageway, and street resurfacing on Johnson Dr. from Bristol to Telephone Rd. with asphalt rubberized hot mix pavement. The resurfacing included about 300,000 square feet of surface area and almost 3,000 tons of asphalt placement.

STREET RESURFACING RALSTON STREET – PORTOLA ROAD TO VICTORIA AVENUE AND VICTORIA AVENUE – TELEPHONE ROAD TO HWY 126 (City of Ventura) Mr. Bryant's involvement in the project included Construction Management during the construction of this $2 million street resurfacing and pedestrian improvements project. The project included reconstruction of ADA curb ramps, sidewalk and driveway replacements and street resurfacing which included slurry seal and asphalt rubberized hot mix pavement. The resurfacing included Ralston St. from Portola Rd. to Victoria Ave., and Victoria Ave. from Telephone Rd. to Hwy 126 in the City of Ventura and included over 300,000 square feet of surface area. The resurfaced area of Victoria Ave. was adjacent to the Ventura

County Government Center. The Victoria corridor connects Hwy 126 to the 101 Fwy interchange and is the most traveled arterial in the City of Ventura.

STREET RESURFACING AND ROADWAY RE-PURPOSING – TELEPHONE ROAD, VICTORIA AVENUE TO KIMBALL ROAD (City of Ventura) Construction Management during construction of this $2.5 million street improvements project. The project included reconstruction of ADA curb ramps, sidewalk repairs, extension of left turn pocket at Johnson Dr., cold milling, asphalt pavement repair, asphalt rubberized hot mix pavement, signing and striping of new traffic pattern that included bike lanes from Kimball to Victoria.

COMMUNITY PARK ENERGY SAVINGS – SCE METER SPLIT (City of Ventura) Construction Management during construction of this $150,000 energy savings project located at the Community Park of Kimball Rd. The project included installation of conduit, conductors, and switch gear to separate the pool energy from the ball field lighting.

STREET RESURFACING – WALKER /MOON DR., DOWELL TO VICTORIA (City of Ventura) Mr. Bryant's involvement in the project included Construction Management during the construction of this $1.2 million street resurfacing and pedestrian improvements project. The project included reconstruction of ADA curb ramps, roadway realignment, and street resurfacing which included slurry seal and asphalt rubberized hot mix pavement. The resurfacing included Walker. St. from Dowell Dr. to Victoria Ave. in the City of Ventura and included over 150,000 square feet of surface area.

STREET RESURFACING TELEPHONE ROAD AND PORTOLA ROAD (City of Ventura) Construction Manager for this $1.6M construction project that consisted of asphalt pavement resurfacing, concrete curb ramps, sidewalk and driveway repair, traffic signs and striping improvements on Telephone Rd. from Main St. to McGrath St. and on Portola Rd. from Telephone Rd. to Ralston St.

DOWNTOWN & WELLNESS DISTRICT SIDEWALK IMPROVEMENTS PHASE 1 & 2 (City of Ventura) Construction Manager for this $650,000 construction project that consisted of curb and gutter replacement, concrete sidewalk and driveway repairs, and ADA curb ramp construction in Downtown Ventura and throughout the Wellness District near Ventura County Medical Center and Community Memorial Hospital.

EASTSIDE SIDEWALK IMPROVEMENTS (City of Ventura) Construction Manager for this $300,000 construction project that consisted of curb and gutter replacement, and concrete sidewalk and driveway repairs. The scope included work on the East side of town throughout residential neighborhoods.

FIVE POINTS INTERSECTION PEDESTRIAN & BICYCLE IMPROVEMENTS (City of Ventura) Construction Manager for this $500,000 Federally funded construction project that consisted of pedestrian and bicycle improvements through the intersection of Main Street, Thompson Blvd., and Telegraph Rd. Improvements consisted of Caltrans type passageways, new concrete sidewalks, curb ramps, rectangular rapid flashing beacon crossings, traffic signal modifications, traffic signs and striping.

WESTSIDE PEDESTRIAN & BICYCLE IMPROVEMENTS PROJECT (City of Ventura) Senior Construction Inspector involved in this $860,000 Federally Funded project which included the Construction Management and Inspection for the City of Ventura. The project scope included curb extensions, ADA curb ramps, Rapid Rectangular Flashing Beacons, concrete sidewalk and cross gutter improvements and asphalt concrete pavement on Ventura Avenue between Kellogg St. and Leighton St. The project also included the construction of new pedestrian sidewalk, residential driveways and asphalt pavement along the West side of Cedar St.

SAN ANTONIO CREEK BRIDGE REPLACEMENT (Caltrans District 7) Mr. Bryant's involvement in the project included Materials testing and Inspection during the construction of the temporary and permanent Bridge No. 52-0065 on SR-33 at Post Mile 7.58. The bridge consisted of outrigger cast-in-drilled-hole (CIDH) piles at both ends of the four existing pier walls, with girders on top to accommodate the widening of the bridge on the west and east ends. The bridge was widened by 5 feet on both sides. Utilities were temporarily relocated as part of this project, and this included temporary relocation of two telephone lines on each side of the bridge and a protect-in-place gas line. Bridge construction also included the construction of a temporary bridge on the south side to provide uninterrupted access during construction.

TYLER BEETS | SENIOR CONSTRUCTION INSPECTOR

FE

AREAS OF EXPERTISE

- Project Planning
- Accountability
- Relationship Building
- Collaboration

EDUCATION

- Bachelor of Science, in Business Management, The Master's University, Santa Clarita, CA., 2016

Mr. Beets has an extensive background in public works construction and over 10 years of direct experience including water and sewer pipelines, underground utilities, drainage, structures, roads and pavement maintenance. Previously employed with Allen Construction, Tyler served as the production and operations manager, project manager and estimator during his tenure. Tyler's depth of hands-on experience and breadth of knowledge through a range of projects and roles had developed a versatile skill. Tyler excels at understanding the construction work as well as the engineering details and design intent. He is as adept at resolving potential field conflicts as he is at communicating with designers or Agency staff. Tyler's educational background includes as B.S. in Business Management for the Master's University.

RELEVANT PROJECT EXPERIENCE

2020 PAVEMENT REHABILITATION PROJECT - PARKING LOT NO. 2 AND CACTUS LANE IMPROVEMENTS (City of Carpinteria) Provided construction management and inspection for this project which consisted of work performed at two locations. The first location is the 2020 Pavement Rehabilitation portion consisted of removing and replacing asphalt concrete pavement, full depth reclamation and concrete treat, placing concrete curbs, gutters, sidewalks, curb ramps, and driveway approaches and, traffic striping. The second location is Parking Lot No. 2 and Cactus Lane Improvements portion which consisted of removing all existing improvements, grading, traffic signing and striping, placing curbs, gutters, sidewalks, permeable pavers, asphalt paving, installing lighting, joint utility trench, stormwater quality and irrigation facilities, and landscaping.

LOS POSITAS MULITUSE PATH PROJECT (City of Santa Barbara) Senior Construction Inspector for $13 Million ATP Funded multi-use pathway project that included Construction a 2.6-mile class 1, separated multi-use pathway along Modoc Road and Las Positas Road. The project work area is within an environmentally sensitive area adjacent to Arroyo Burro Creek and includes 3,500 feet of trail retaining walls, 2,150 feet of Caltrans Barrier Railing, parkway bioretention systems, and permeable trail paving.

WESTSIDE COMMUNITY PASEOS (City of Santa Barbara) Senior Construction Inspector for this project which is located in the City of Santa Barbara along Mission, Gillespie, San Pascual, Micheltorena, Castillo, Sola, Salsipuedes, Panchita, Victoria, Alta Vista, Anapamu, & Nopal Streets. The project established safe and efficient connections from the Westside to the Downtown area, the Eastside, and to schools and parks. Work generally included the construction of curb extensions, traffic diverters, stop islands, ADA compliant sidewalk and curb ramps, improved signage, speed humps, raised crosswalk, Class I, Class II green lane, and Class III bike routes, and tree removal and planting.

LOWER MISSION CREEK FLOOD CONTROL PROJECT REACH 2B, PHASE 2, AND REACH 3(Santa Barbara County Flood Control and Water Conservation District) Senior Construction Inspector of a $5.9 million County Flood Control District project which included all construction management, inspection, and coordination with Flood Control staff. The project includes providing water pollution control; traffic control; temporary shoring; removal of existing drainage and parking lot improvements; channel excavation; disposal of contaminated soil and groundwater; construction of a reinforced concrete weir structure and by-pass channel; construction of approximately 200 linear feet of CIDH Secant Pile wall system with architectural treatment; installation of Rock Slope Protection, fabrication and installation of by-pass channel metal debris rack; installation of fencing and railing; construction of new drainage facilities and parting lot improvement and Native Plant Restoration.

OLD TOWN SIDEWALK IMPROVEMENTS (City of Goleta) Provided construction management and inspection for the $3.4M Old Town Sidewalk Improvement project. Project included installing a sidewalk on at least one side of each street throughout the residential areas of Old Town. Old Town has aging infrastructure that includes narrow streets, limited and disconnected sidewalks, and access ramps do no comply with the current American with Disabilities Act (ADA) standards. The Old Town Sidewalk Improvement project improved pedestrian access and safety by constructing curb, gutter, and sidewalk, upgrading access ramps to comply with current ADA standards, adding additional street lighting (by Southern California Edison), adding drainage improvements and constructing angled parking in some areas.

TYLER BEETS | SENIOR CONSTRUCTION INSPECTOR FE

2023 STORM DAMAGE AND CLEANUP EMERGENCY WORK (Santa Barbara County Flood Control and Water Conservation District) Providing Construction Inspection for the 2023 Storm Damage and Cleanup Emergency Work from the January 9 rainfall. The work consisted of extra work verification, invoice review, and preparation and organization of paperwork for audit for multiple locations in the greater Santa Barbara area (Carpinteria, Montecito, Santa Barbara, and Goleta). Work completed at the locations includes debris cleanup and removal from creeks, debris basin cleanout for multiple locations including San Roque, Cold Spring, Romero, Arroyo Paredon, Gobernador, and Santa Monica, San Jose, Atascadero, Los Carneros, San Pedro, minor repairs to structures, and disposal site monitoring.

RANDALL ROAD DEBRIS BASIN (Santa Barbara County Flood Control and Water Conservation District) Provided Senior Construction Inspector duties on the debris basin near Randall Road and Highway 192, on 8 acres along San Ysidro Creek that was significantly damaged during the January 9, 2018 debris flows. The project included water pollution control, demolition and removal of debris and structures, excavation, placement of various types of RSP, grading, construction of debris rack structures, constructing a new roadway section and access road, installation of fencing, and planting.

MARIA YGNACIO CREEK, MAIN BRANCH AND EAST BRANCH DEBRIS BASINS MODIFICATIONS PROJECT (Santa Barbara County Flood Control and Water Conservation District) Chief Construction Inspector for the East and Main Branch debris basins which consisted of providing water pollution control; clear water diversion; clearing and grubbing, deconstruction of existing grouted rock dams; removal of RCP and cube inlet structures; deconstruction of grouted rock grade control structures; construction of a RSP low-flow crossing; grading of streambed channel and overbank, placement of the deconstructed RSP and fabric, and ¼ ton RSP placement, protection of existing facilities and utilities and installation of irrigation and planting in each location.

1510 MOUNTAIN DRIVE SEWER MAIN EXTENSION (Montecito Sanitary District) Provided Senior Construction Inspection responsibilities for the Montecito Sanitary District. This project consisted of construction of approximately 256 feet of 8-in diameter PVC sewer mainline, service laterals, manholes, and cleanouts. Along with construction of approximately 178 feet of 4-in diameter PVC sewer lateral extensions.

FY 19A AND B WATERLINE REPLACEMENT (City of Santa Barbara) Provided construction management and inspection services for the City of Santa Barbara $7.15M water main replacement project. Services included contractor management, quality assurance, daily inspection tasks, tracking and billing quantities, reviewing extra work ticket validation, addressing scheduling conflicts, coordination of shutdowns and tie-ins with contractor and the city. Learned City's GPS system to better assist with future asset tracking and validation process. Interacting with contractor and City personnel on daily basis to accelerate project completion and efficiency.

VVCSD INTERCEPTOR SEWER SIPHON RELOCATION AT FLORADALE AVENUE (City of Lompoc) Senior Construction Inspector for the City of Lompoc for the coordination with agencies and contractors performing other concurrent work at the site, with Bureau of Prisons local staff regarding work on or affecting BOP property, and with City staff and Vandenberg Village Community Services District (VVCSD) staff. Work included sanitary sewer by open trench; construction of 1,100' of 12" diameter high density polyethylene (HDPE) sanitary sewer by horizontal directional drilling (HDD); construction of a 10" diameter C-900 Polyvinyl Chloride (PVC); construction 18" diameter polyvinyl chloride (PVC) sanitary sewer by open trench. Additional work included, test and facilitate inspection of new system; construction of new valve vault; coordinate and cutover flow to new system without interruption of service; remove and/or abandon existing vaults, new Amorock maintenance holes, place bedding and backfill; remove & dispose of existing concrete and asphalt concrete; furnish and construct asphalt concrete trench paving and patching; fulfill all environmental requirements of the work.

CCTV 1 (Goleta Sanitary District) Provided construction management services for Goleta Sanitary Water Resource Recovery District's CCTV project. Oversaw approximately 180,000 linear feet of various sized gravity sewer pipes cleaned, CCTV inspected and assessed for rehabilitation and repair. The sewer pipes to be inspected and assessed consisted primarily of Vitrified Clay and PVC with some HDPE and previously CIPP lined VCP pipe.

RIVEN ROCK LOW PRESSURE FORCE MAIN (Montecito Sanitary District) Provided inspection services, documented daily progress being made on the project, including the materials incorporated and the quantity of work completed, and recorded by pay item. The project consisted of construction of a 2-in diameter HDPE sewer force main sewer mainline, along with services, valves, and new sewer manhole.

ROUNDABOUT SEWER RELOCATION (Montecito Sanitary District) Provided Assistant Construction Manager responsibilities for the relocation of the sewer for the Olive Mill and San Ysidro Roundabout Project. Work included the new alignment of sewer main and construction of two new sewer manholes and abandoning exiting facilities.

JAVIER LICON | SENIOR CONSTRUCTION INSPECTOR FE

AREAS OF EXPERTISE

- HDPE/Electrofusion Certified
- Confined Space Safety
- Trench Safety Certified
- OSHA compliant
- Traffic Control Trained
- Microsoft Office tools: Excel, Word, Powerpoint
- Procore Project Management Tools

EDUCATION

- C.E.T. - Electronic Technician -1988
- Sawyer College - Computerized Office Skills - 1991

Mr. Licon has an extensive background in public works construction and with over 21 years of experience in municipal projects including water and sewer pipelines, underground utilities, drainage, structures, roads and pavement maintenance. Javier's depth of hands-on experience and breadth of knowledge through a range of projects and roles has developed an exceptional skill set in a Senior Construction Inspector. Javier excels at understanding the construction work as well as the engineering details and design intent. He is as adept at resolving potential field conflicts as he is at communicating with designers or Agency staff. Prior to Filippin Engineering, Javier performed foreman duties on public works projects for Toro Construction, giving him very applicable work experience.

RELEVANT PROJECT EXPERIENCE

CITYWIDE STREET IMPROVEMENTS PROJECT FY 15-16 (City of Santa Paula) Underground utility foreman for this project which consisted of inspection for 16,550 LF of watermain reconstruction, 2,500 LF of sewer main reconstruction, the removal of 37 existing sewer manholes and replacing them with new polymer manholes, the installation of 58 access ramps and the full depth reconstruction of 708,000 SF of city roadway. The project contained work in six separate areas of the city, ranging from the downtown commercial area to residential neighborhoods that were built between the 1900s and the early 1960s.

SANTA MONICA DEBRIS BASIN OPERATIONAL IMPROVEMENTS (Santa Barbara County Flood Control and Water Conservation District and Water District) Assistant Construction Manager for the Santa Monica Debris Basin Improvements. Work consisted of providing water pollution control; removal of existing bridge; modifications to existing drainage facilities; new bridges; new drainage facilities; reinforced earth and sheet pile retaining walls; and roadway improvements including PCC and HMA surfacing.

2023 STORM DAMAGE AND CLEANUP EMERGENCY WORK (Santa Barbara County Flood Control and Water Conservation District and Water District) Providing Construction Inspection for the 2023 Storm Damage and Cleanup Emergency Work from the January 9 rainfall. The work consisted of extra work verification, invoice review, and preparation and organization of paperwork for audit for multiple locations in the greater Santa Barbara area (Carpinteria, Montecito, Santa Barbara, and Goleta). Work completed at the locations includes debris cleanup and removal from creeks, debris basin cleanout for multiple locations including San Roque, Cold Spring, Romero, Arroyo Paredon, Gobernador, and Santa Monica, San Jose, Atascadero, Los Carneros, San Pedro, minor repairs to structures, and disposal site monitoring.

SKYLINE RANCH DEVELOPMENT IMPROVEMENTS (Santa Clarita Valley Water Agency) Provided Senior Construction inspection on below projects start to finish which included:

- Hydrotesting, chlorination and tie-ins
- 16-inch TRANSMISSION MAIN SIERRA HIGHWAY: 4025 LF 16-inch DIP and 86 LF-12-inch DIP
- PA-L: 2000 LF–8-inch DIP, 400 LF–6-inch DIP, 4 Fire Hydrants, 47 1-inch Water services, 3–Shear spools with air release valves.
- 20-inch NORTH OAKS TRANSMISSION MAIN: 1540 LF–20-inch DIP, 4-inch Blow-offs, 2-inch Air vacs and 20-inch BF Valves
- PA-M1: 2000 LF–8-inch DIP, Fire Hydrant, 42 1-inch Services, 2-inch Blow-offs and 1-inch air vacs

TRACT 73858 LOT 1 WATERLINE IMPROVEMENTS (Santa Clarita Valley Water Agency) Provided Assistant Resident Engineer duties for this project which consists of installing 6,160 LF of 6 to 12-inch ductile iron, connecting 183 water services and installing 9 fire hydrants, tying in existing watermains to new watermains and coordinating with the Water Agency for Bac-T testing, high/low chlorine testing, pressure testing and flushing velocities.

FY19A WATERLINE REPLACEMENT (City of Santa Barbara) Provided Assistant Resident Engineer duties for this $3.4M and 3.2 miles of the new watermain replacement on approximately 20 streets. Duties also included the inspection of the new tie-ins of the new watermain on all streets, compaction testing and tie-over of the water services to the new water line after its been energized.

FY19B WATERLINE REPLACEMENT (City of Santa Barbara) Assistant Resident Engineer responsible for this $4.2M and 4.0 miles of new watermain replacement on 27 city streets. Responsibilities also included the inspection of the new tie-ins of the new watermain on all streets, compaction testing and tie-over of the water services to the new water line after its been energized.

JAVIER LICON | SENIOR CONSTRUCTION INSPECTOR FE

KB HOMES/STAATS MISSION VILLAGE PHASE 1 TRACT 61105-10 AREA F7 (Santa Clarita Valley Water Agency) Senior Construction Inspector for this project which consisted of installing 1871 LF of 8-inch ductile iron watermain lines, connecting 70 water services and installing six fire hydrants, two 1-inch air vacs, and tying in existing watermains to new watermains and coordinating with the Water Agency for Bac-T testing, high/low chlorine testing, pressure testing, and flushing velocities.

INFRASTRUCTURE IMPROVEMENTS PROJECT FY 08-09/13-14 (Channel Islands State University) Provided underground utility foreman responsibilities which included oversight of the installation of over 42,000 LF of hydronic steam and cooling water lines throughout Channel Islands State University. The project also consisted of Hydro-testing and tying into the hydronic planted at the university. Completion of the project involved the installation for three separate student housing developments which included: watermain, sewer, fire line, storm drain, and a sewer lift stations for university.

GOLETA/CANNON GREEN DRIVE FY 2018 (City of Goleta) Provided Underground foreman duties which involved the removing and replacing of approximately 130 customer services and meters throughout the Cannon Green Drive neighborhood.

INFRASTRUCTURE IMPROVEMENTS/HDPE FOR FUTURE BUILDING FY 14-15 (Cal Poly University) Provided underground utility foreman responsibilities which involved the oversight of the installation of HDPE watermains for the California Polytechnic University. This included the installation of a watermain, sewer, and storm drain both on and off the University Campus.

HOLLISTER ST. TORO CANYON/BELL CANYON BRIDGES FY 2018 (City of Goleta) Fulfilled underground utility foreman duties which included the removal and replacement of the HDPE watermain on the Hollister St. Toro Canyon and Bell Canyon Bridges.

BUENA VISTA/SAN FERNANDO RD FY 2012 (City of Burbank) Fulfilled underground utility foreman duties which consisted of inspection of the installation of a 48-inch watermain for road expansion include jack and bore under railroad and approximately 2,500 LF watermain and valves including tie-ins.

INFRASTRUCTURE IMPROVEMENTS/ALL CAMPUS FY 06-07 (Oxnard College) Underground utility foreman for this project which included the installation watermain laterals, fire lines, fire hydrants, sewer mains, manholes, storm drain main and catch basins. HDPE gas line throughout entire campus in extensive renovation.

CHERIL MAGALLANES | OFFICE ENGINEER/ LABOR COMPLIANCE

FE

AREAS OF EXPERTISE

- Federal Aid
- Labor Compliance
- SWPPP Compliance
- Procore Project Manager Pro
- American Red Cross, Certified in Adult & Child First Aid/CPR/AED
- National Registry Emergency Medical Technician

EDUCATION

- A.A., Business Management, Santa Barbara City College
- Human Resources Management – University of California, Santa Barbara

Ms. Magallanes has over 20 years of experience in a variety of professional administrative roles, specializing in Labor Compliance, SWPPP, contract administration per the Local Assistance Procedures Manual, document control, and conflict resolution. Ms. Magallanes has performed Labor Compliance and SWPPP Compliance services for all of Filippin Engineering's state and federally funded projects for the past 6 years and is well versed in working with Contractors on completeness of documentation, and has passed multiple mid project and post project audits.

Her strength is keeping the entire team compliant with funding requirements and is meticulous with document control organization to make sure that the entire team sticks to the Quality Control Plan throughout the entirety of a project.

RELEVANT PROJECT EXPERIENCE

LABOR COMPLIANCE AND SWPPP COMPLIANCE OFFICER

Performed labor compliance tracking according to the frequencies outlined in the Local Assistance Procedures Manual and SWPPP compliance tracking, including upload to SMARTS (as applicable) for the following projects:

- Armitos Park Community Garden Improvements, San Jose Creek Multiuse Path and Jonny D. Wallis Park Splash Pad and Improvements (City of Goleta)
- State Street Undercrossing (City of Santa Barbara)
- Bridge Street Bridge Replacement (City of Arroyo Grande)
- North Chorro Neighborhood Greenway (City of San Luis Obispo)
- Westside Community Paseos (City of Santa Barbara)
- Las Positas Multi-use Path Project (City of Santa Barbara)
- Marsh Street Bridge Replacement (City of San Luis Obispo)
- Roadway Sealing Project 2022 (City of San Luis Obispo)
- Emergency Work 2023 (Santa Barbara County Flood Control and Water Conservation District)
- Randall Road Debris Basin (County of Santa Barbara Flood Control District)
- Romero Canyon Debris Basin (County of Santa Barbara Flood Control District)
- Maria Ygnacio Debris Basin (County of Santa Barbara Flood Control District)
- Railroad Safety Trail Project (City of San Luis Obispo)
- De La Guerra Street Bridge Replacement (City of Santa Barbara)
- Old Town Sidewalk Improvements (City of Goleta)
- 2017 Street Repair Project (City of Arroyo Grande)
- Calle Joaquin Lift Station and Force Main Project (City of San Luis Obispo)
- Pipe Gallery Improvements (City of San Luis Obispo)
- Citywide Street Improvement Project 2015–16 (City of Santa Paula)
- Santa Road Widening Project (City of Camarillo)
- Ward Drive Class 2 Bike Lanes (City of Goleta

OFFICE ENGINEERING SERVICES

Performed office engineering duties including document control system creation and maintenance, Quality Control Plan tracking, file maintenance, and full documentation closeout for the following projects:

- Via Avenue Bridge Replacement (City of Atascadero)
- Santa Lucia Bridge Replacement (City of Atascadero)
- Crosswalk at Calle Real Fairview PHB (City of Goelta)
- Roundabouts Sewer (Montecito Sanitary District)
- Bradley Road Bridge Replacement (County of Ventura)
- ATP Cycle 3 Funded Pedestrian Improvements (City of Guadalupe)
- 2020 Pavement Rehabilitation Project – Parking Lot NO. 2 and Cactus Lane (City of Carpinteria)
- Cota Street Bridge Replacement (City of Santa Barbara)
- Donlon Road Realignment Project (County of Ventura)
- Quinientos Street Bridge Replacement Project (City of Santa Barbara)
- Old Town Sidewalk Improvements (City of Goleta)

TERRY WEAVER | COMMUNITY OUTREACH COORDINATOR FE

AREAS OF EXPERTISE

- Public Outreach
- Community Meetings
- Flyer and Community Notice creation
- Canva
- Procore Project Manager Pro
- American Red Cross, Certified in Adult & Child First Aid/CPR/AED

EDUCATION

- A.S., Business. Ventura College

Ms. Weaver has an extensive background in public works construction and over 10 years of direct experience in public outreach in support of Capital Improvement Projects. Her experience as a community outreach coordinator includes all types of projects including water and sewer pipelines, underground dry utilities, storm drainage, structures, transportation, roads, and pavement maintenance projects.

Previously employed by the City of Ventura, Ms. Weaver supplied public outreach and administrative services to the engineering and construction staff. Her hands-on experience working with business owners, community-based organizations, residents, stakeholders, and City staff has supplied a depth of experience and the development of many versatile skills. She excels in taking the public outreach task out of the realm of the design and construction team as she acts as the single point of contact for all disbursed information and can take all incoming calls.

RELEVANT PROJECT EXPERIENCE

WATER LINE REPLACEMENT ONDULANDO PHASES 1/2/3/4 (City of Ventura) Provided public outreach services for the city during the 24-month (approximately 2 years) replacement of aging cement waterline. As the community outreach coordinator, Ms. Weaver handled planning, organization, developing and implementing a community outreach plan for the public and businesses within the affected area with social media, town hall meetings, and flyer distribution.

CALIFORNIA STREET BRIDGE UPGRADE (City of Ventura) Provided public outreach services for the city during the enhancement of the gateway to the city bridge upgrade in the downtown Ventura area. As the community outreach coordinator, Ms. Weaver was responsible for planning, organization, developing and implementing a community outreach plan to the public and businesses within the affected area, with social media, town hall meetings, and flyer distribution.

ACCESS RAMP CONSTRUCTION (City of Ventura) Provided public outreach services for the city for the construction of 80 ramps on street corners throughout the City of Ventura. The project was a 24-month project, and as a community outreach coordinator, Ms. Weaver handled communication, planning and organizing an outreach plan with the residents and businesses in the construction area.

SATICOY COUNTRY CLUB WELL No. 2 REHABILITATION (City of Ventura) Provided public outreach services for the city during the demo of Well No.1 which was no longer in use and the rehabilitation of Well No. 2 which would be used as a backup to the Well No.3 during this 10-month project. As the community outreach coordinator, Ms. Weaver handled planning, organization, developing and implementing a community outreach plan to the residents in the Saticoy Country club area via social media, town hall meetings, and flyer distribution.

MONTALVO SAFE ROUTES SCHOOL IMPROVEMENTS (City of Ventura) Provided public outreach during a high-profile school improvement that included installation of three flashing beacon crossings, bike lanes and restriping of the area. As the community outreach coordinator, Ms. Weaver handled developing and implementing a community outreach plan for the school's parents, students, and faculty.

PREBBLE STREET PROPERTY SURPLUS PROJECT (City of Ventura) Provided public outreach services for the City to demolish a structure that was a church, prepare the site for sale, provide information to advertise the property for sale, and work through the sale proceedings with the public. As the community outreach coordinator, Ms. Weaver was responsible for planning, organization, developing and implementing a community outreach plan to the public and businesses within the affected area with social media, town hall meetings, and flyer distribution.

LAKE PIRU FLOATING STORM DRAIN (United Water Conservation District) Provided weekly reports on progress for removal of debris from the storm damage that occurred in January 2023. The Project included two barges (30'x 10') used to shuttle the material from the dam area to the boat ramp. Ms. Weaver was responsible for handling the truck tickets, debris contents and logs for the client.

LAKE PIRU RECREATION AREA DAMAGE CLEANUP PROJECT (United Water Conservation District) Provided weekly reports on progress for removal of debris from the storm damage that occurred in January 2023, The Project Included Debris Removal from Lake Piru to District accepted disposal site. Along with debris tracking and reporting, which Ms. Weaver was responsible for weekly basis.

February 7, 2024

W.O. 240501

John Ilasin, Public Works Director/City Engineer
City of Carpinteria
Public Works Department
5775 Carpinteria Ave., Carpinteria, CA 93013

SUBJECT: REQUESTS FOR PROPOSALS FOR CONSULTING CONSTRUCTION MANAGEMENT SERVICES FOR THE 2022 PAVEMENT REHABILITATION PROJECT

Filippin Engineering, Inc. (FE) is pleased to submit our Cost Proposal to provide construction management services for the 2022 Pavement Rehabilitation Project.

We have estimated the cost of our services based on our understanding at this time of the scope and complexity of the work. Our proposed services will be performed on a time and materials not to exceed basis and will be billed monthly at the rates shown in the table below.

Based on our understanding of your requirements and our experience with similar projects, we estimate that the fee required for our services will be approximately $311,320.00. The following table illustrates the breakdown of our scope of work and staff members, for a 6-month duration.

We thank you for the opportunity to present our cost proposal for your consideration and look forward to working with you on your capital project. FE is ready to provide CM services to the City of Carpinteria, if you have any questions regarding our proposal, please do not hesitate to call Kelly Wheeler at (805) 448-5619.

Sincerely,

FILIPPIN ENGINEERING

Kelly Wheeler, P.E., QSD
Vice President
RCE 64522
354-D S. Fairview Ave., Goleta, CA 93117
(805) 448-5619
kelly@fecivil.com

EXHIBIT B

PAYMENT SCHEDULE

ESTIMATED COST FOR ALL TASK

ESTIMATED HOURS
CONSTRUCTION MANAGEMENT, INSPECTION, LABOR COMPLIANCE AND SWPPP SERVICES
2022 PAVEMENT REHABILITATION PROJECT

	FILIPPIN ENGINEERING				
	Kelly Wheeler, PE, QSD	Zach Bryant	Javier Licon	Cheril Magallanes	Terry Weaver
	Principal-in-Charge	Associate Construction Manager/Resident Engineer	Chief Construction Inspector	Office Engineer Labor Compliance SWPPP	Public Outreach Specialist
CONSTRUCTION ADMINISTRATION SERVICES					
TASK 1.0 - CONSTRUCTION MANAGEMENT (120 Working Days)					
1.1 Project Meetings					
Pre-Construction Conference	2	4	2	2	2
Weekly Progress Meetings	12	48	24		
1.2 Progress Reports					
Monthly Progress Report	3	6			
Construction Schedule	4	24			
1.3 Project Correspondence	12	72		10	
1.4 Procore: Web-Based Document Control System		48			
1.5 Project start-Up		24		2	
1.6 Submittals and Requests for Information (RFI's)		100			
1.7 Contractor's Change Orders and Disputes	20	60			
1.8 Weekly Statement of Working Days				24	
1.9 Progress Payments	3	24	12		
1.10 Redlines and Record Drawings		12	12		
1.11 Project Close-out	4	24	20	10	
Task 1 - Total Hours	60	446	70	48	2
TASK 2.0 - CONSTRUCTION INSPECTION SERVICES					
2.1 Construction Inspection			936		
2.2 Daily Construction Photos				24	
2.3 Inspection Reports/Certified Payroll Reports	2	30		72	
2.4 Review of Materials ATRs		24			
Task 2 - Total Hours	2	54	936	96	0
TASK 3.0 - STORMWATER POLLUTION PREVENTION PLAN COMPLIANCE					
3.1 Submittal Review	1	1		2	
3.2 Stormwater Monitoring and Inspection			24	12	
3.3 Compliance and Reporting	2	2		6	
Task 3 - Total Hours	3	3	24	20	0
TASK 4.0 - PUBLIC OUTREACH					
4.1 Coordination Meetings	2	6	6		6
4.2 Public Notices		24			72
Task 4 - Total Hours	2	30	6	0	78
PROJECT TOTAL HOURS	**67**	**533**	**1036**	**164**	**80**
Hourly Rate	$ 220.00	$ 180.00	$ 165.00	$ 125.00	$ 115.00
Subtotal Cost	$ 14,740.00	$ 95,940.00	$ 170,940.00	$ 20,500.00	$ 9,200.00

TOTAL NOT TO EXCEED COST **$ 311,320.00**

EXHIBIT C

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than $1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than $1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum $25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than $1,000,000 per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than $1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, volunteers and agents, using standard ISO endorsement No. CG 2010-0413. Consultant also agrees to require all contractors and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

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

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

8. Certificate(s) are to reflect that the insurer will provide 30 (thirty) days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.

10. Consultant agrees to ensure that 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 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 subcontractors and others engaged in the project will be submitted to City for review.

11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

15. Consultant will renew the required coverage annually as long as City or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.

18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. 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 limiting or all-inclusive.

19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.

20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

22. The City's failure to comply with reporting requirements should not affect coverage required under the Agreement.

23. The consultant's insurance is primary to that of any insurance claimed by the City.

Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

EXHIBIT D

WORKERS' COMPENSATION REQUIREMENTS

The Consultant is required to sign and file a statement acknowledging its obligation to secure payment of Workers' Compensation before beginning work.

ACKNOWLEDGEMENT OF WORKERS' COMPENSATION OBLIGATION

I, Kelly Wheeler, hereby acknowledge my obligation to secure payment of Workers' Compensation before beginning work.

Filippin Engineering

By:_____
Kelly Wheeler, P.E., QSD
Vice President

Dated:_____

EXHIBIT E

RESOLUTION OF CONSTRUCTION CLAIMS

The following pertains to Public Contract Code Sections 20104 through 20104.6 (Resolution of Construction Claims)

1. This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

2. This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

3. "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

4. "Claim" means a separate demand by the contractor for (a) a time extension, (b) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (c) an amount the payment of which is disputed by the local agency.

5. The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

6. This article applies only to contracts entered into on or after January 1, 1991.

7. For any claim subject to this Agreement, the following requirements apply:

   a. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

   b. (1) For claims of less than fifty thousand dollars ($50,000), the City shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the claimant.

      (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the claimant.

(3) The City's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

c. (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the City shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the claimant.

(3) The City's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

d. If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, the claimant may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

e. Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

f. This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

8. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both

parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

9. (a) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(b) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(c) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

10. The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

11. The City shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

13. In any suit filed under Section 20104.4, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

14. Pursuant to California Public Contract Code Section 7201, the City may not retain greater than five (5%) percent of contract price.

ATTACHMENT E

Agreement for Cotton Shires and Associates, Inc.

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AGREEMENT FOR CONSULTANT SERVICES

2022 Pavement Rehabilitation Project Construction Quality Assurance Materials Testing

THIS AGREEMENT FOR CONSULTANT SERVICES ("**Agreement**") is made and effective as of the 8th day of April, 2024 by and between the City of Carpinteria, a municipal corporation ("**City**"), and Cotton Shires and Associates, Inc. ("**Consultant**") (collectively, the "**Parties**") at Carpinteria, California, with reference to the following facts:

A. City has determined that it is necessary and appropriate to engage a design professional to carry out the services described herein; and

B. Consultant has represented itself as being fully qualified and available to perform the consultant services necessary to complete the work in a timely manner; and

C. City desires to contract with Consultant and Consultant is willing to perform the consultant services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **SERVICES.**

1.1 **Basic Services**. City hereby retains Consultant to perform the services described and set forth in the attached Exhibit A ("**Basic Services**"), which is incorporated by this reference as though set forth in full. Consultant hereby agrees to perform said services within the designated time frames and accepts this retention. Consultant shall complete the Basic Services according to a schedule of performance which is also set forth in Exhibit A. The Parties agree and acknowledge that time is of the essence in performance of this Agreement.

1.2 **Additional Services**. In addition to the Basic Services, City may elect to have Consultant perform additional services that are beyond the current scope of the Basic Services, but within the expertise of Consultant ("**Additional Services**"). Such Additional Services shall be mutually agreed to in advance and specified in a writing, which shall also specify the basis for the Consultant's fee for such additional services. Basic Services and Additional Services are referenced collectively as "**Services.**"

2. **PERFORMANCE.**

2.1 **Standard of Performance**. Consultant shall faithfully, competently and diligently perform the obligations and responsibilities required by this Agreement, applying best management practices and the same standards of care utilized by persons commonly engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement. Consultant shall not engage the assistance of subcontractors for performance of the Services unless previously agreed to in writing by the City.

2.2 **Labor and Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and services necessary for the successful completion of the Services. Consultant shall give its attention and supervision to the fulfillment of the provisions of this Agreement by its employees and subcontractors and shall be responsible for the timely performance of the Services required by this Agreement.

2.3 **Review of Service**. Consultant shall furnish City with reasonable opportunities from time to time to ascertain whether the Services of Consultant are being performed in accordance with this Agreement. All work done and materials furnished shall be subject to final review and approval by City; Consultant is not providing final approval or review, which is solely City's function and role. City review and approval of such work and Services shall not, however, relieve Consultant of any of its obligations under this Agreement.

2.4 **Contract Administration**. The City Manager or his/her designee shall represent the City in all matters relating to the administration of this Agreement. The City Manager or his/her designee shall have the authority to act on the City's behalf to review and approve all products submitted by Consultant and may execute all necessary documents to authorize Consultant to perform Additional Services as provided for herein.

2.5 **Representations and Warranties.** Consultant represents and warrants to City that: (i) its fulfillment of its obligations and, as applicable, performance the Services under this Agreement, will not violate any applicable or breach any contracts with third parties and (ii) it has the right, power and authority to fulfill its obligations, and, as applicable perform the Services, and enter into this Agreement; (iii) the Services contemplated hereunder will be performed by adequately trained, competent personnel, in a professional manner, with such personnel having the requisite skill and expertise necessary to perform and complete the Services in accordance with industry standards and in accordance with the terms and conditions of this Agreement; and (iv) the Services and all deliverables provided hereunder will conform to the specifications agreed-to by the parties.

3. **TERM**. This Agreement shall be effective as of the date first above written and shall continue until all Services to be provided by Consultant are completed to the satisfaction of the City, but in no event later than the 7th day of April, 2025; unless terminated earlier as provided for herein.

4. **COMPENSATION.**

4.1 **Basic Services**. For Basic Services, City shall pay Consultant on a time and materials basis, not to exceed amount of Eighty-Six Thousand Seven Hundred Ninety Dollars and Zero Cents ($86,790.00) as full compensation for all labor, materials, equipment, tools, transportation, and Services. This compensation shall be paid in accordance with the payment rates and schedule as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based on the actual time spent on the tasks and the actual price of the necessary materials.

4.2 **Additional Services**. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to the Basic Services, unless such Additional Services are authorized in advance and in writing in the method provided for herein. Consultant will submit fee estimates for such Additional Services upon request of City.

4.3 **Invoices**. Each and every payment by City shall be subject to City's receipt of an invoice outlining the items for which payment is requested. Payment to Consultant as to any undisputed fees shall be made, after verification of Consultant's performance, within 30 (thirty) days of receipt of invoice. If City disputes any of Consultant's fees, it shall give written notice to Consultant within 30 (thirty) days of receipt of an invoice of such disputed fees.

4.4 **Withholding**. City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found to be substantially inadequate. City shall notify Consultant in writing of deficiencies believed to be substantially inadequate within thirty (30) days after receipt of product.

4.5 **Taxes/Insurance/Licenses**. Consultant shall be solely responsible for the payment of any federal, state, or local income tax, social security tax, workers' compensation insurance, state disability insurance, and any other taxes or insurance which Consultant is responsible for paying as an independent contractor under federal, state or local law. At all times during the term of this Agreement, Consultant and any approved subcontractors performing Services under this Agreement shall have in full force and effect all licenses necessary for the performance of Services hereunder, including without limitation, business licensing from City, all at the sole cost of Consultant.

5. **RECORDS.**

5.1 **Financial Records**. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of Services under this Agreement. Consultant shall also 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.

5.2 **Access to Records**. Consultant shall provide free access to the representatives of City or its designees at reasonable times to books and records as set forth in section 5.1; shall give City the right to examine and audit said books and records; shall permit City 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 four (4) years after receipt of final payment.

5.3 **Original Records**. Upon completion of, or in the event of termination or suspension of this Agreement, all completed and incomplete original agreements, data, documents, designs, drawings, exhibits, maps, models, computer files, reports, studies, surveys,

notes, and other work, materials or documents prepared or used to prepare Consultant's work product in the course of providing the Services pursuant to this Agreement ("**Consultant Work Product**") shall become the sole property of City once the Consultant has received payment. City may duplicate, disclose, disseminate, use, reuse or otherwise dispose of Consultant Work Product in whole or in part in any manner it deems appropriate, without the permission of Consultant. With respect to computer files, Consultant shall make available to the City, at Consultant'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. Consultant may retain copies of such Consultant Work Product as a part of its record of professional activity.

6. **TERMINATION.**

6.1 **Termination Without Cause**. This Agreement may be terminated by either party for any reason upon ten (10) days prior written notice by the terminating party to the other party. In the event of a termination, the date of termination shall be deemed to be the first business day occurring after the expiration of the notice period. Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise.

6.2 **Termination With Cause**. Either party may terminate this Agreement with cause, effective immediately upon written notice of such termination to the other party and failure of the breaching party to correct within five (5) days of receiving such notice, based upon the occurrence of any of the following events:

- Material breach of this Agreement;
- Cessation of Consultant to be licensed, as required;
- Failure to substantially comply with any applicable federal, state or local law or regulation;
- Filing by or against Consultant of any petition under any law for the relief of debtors; and,
- Filing of a criminal complaint against Consultant for any crime, other than minor traffic offenses.

6.3 **Performance Upon Termination**. In the event this Agreement is terminated pursuant to this Section, City shall pay Consultant for the outstanding balance owed for work performed up to the time of termination. Upon termination of the Agreement, Consultant shall submit an invoice to City as provided for herein and shall submit to the City all of its files for any billable or non-billable matters in which the Consultant is involved under the scope of this Agreement.

6.4 **Termination Upon Mutual Consent**. This agreement may also be terminated by mutual consent of the parties and in accordance with the terms and conditions of any plan of termination established by the parties. In the event of a termination by mutual consent, the date of termination shall be such date as is agreed upon by the parties. The parties may agree to suspend or terminate a portion of this Agreement and such suspension or termination shall not make void or invalidate the remainder of this Agreement.

7. **DISPUTE RESOLUTION.** Except as explicitly provided in Exhibit E relating to claims by Consultant, if any dispute, claim or disagreement shall arise relative to the interpretation or enforcement of this Agreement, the parties shall use commercially reasonable efforts to settle the dispute, claim or disagreement. To this end, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such a solution within a period of thirty (30) days, then, upon notice by either party to the other, the dispute, claim or disagreement shall be submitted to final, binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitrator shall have the authority to assess arbitration costs and expenses against either or both parties. The decision in the arbitration shall be binding on all parties, and judgment on any arbitration award may be entered in any court of competent jurisdiction.

8. **INSURANCE**. Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in the attached Exhibit C, which is incorporated by this reference as though set forth in full.

9. **INDEMNIFICATION**.

Indemnification for Professional Liability. To the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any of its officials, employees and agents **("Indemnified Parties")** from and against any and all losses, liabilities, damages, costs, and expenses, including attorneys' fees and costs, which arise out of the negligence, recklessness or willful misconduct of Consultant.

10. **RELEASE OF INFORMATION.**

10.1 **Confidentiality**. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released except to the City, directly or indirectly, by Consultant without City's prior written authorization. Consultant, its officers, employees, subcontractors or sub-consultants shall not voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Services performed under this Agreement unless requested by the City Attorney or authorized in writing by the City Manager. Response to a subpoena or court order shall not be considered "voluntary" provided that Consultant shall give City prompt written notice of any such court order or subpoena. The provisions of this Paragraph shall survive the termination of this Agreement.

10.2 **Notice and Cooperation**. Consultant shall promptly notify the City Manager and City Attorney in writing if Consultant, its officers, employees, agents, subcontractors or subconsultants are 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 related to this Agreement and/or Consultant's related Services. City has no obligation to, but may exercise discretion to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide the City an opportunity to review any response to

discovery requests provided by Consultant. However, City's right to review any such response does not grant or imply a right of City to control, direct, dictate or rewrite said response.

11. RELATIONSHIP TO CITY.

11.1 **Independent Contractor**. Consultant is and shall at all times remain as to the City a wholly independent contractor. 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 City 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 City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

11.2 **No Employee Privileges**. No City 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, City shall not pay salaries, wages or other compensation to Consultant for performing Services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing Services hereunder.

11.3 **Consultant Duty to City.** Consultant understands and agrees that its responsibility to provide complete and accurate Services is owed solely to City and that its accountability under this contract shall likewise be solely to City and not to any City applicants or any other third person or entity.

11.4 **Interest of Consultant**. Consultant represents and warrants to City that it presently has no interests, and covenants that it shall not acquire any interests, direct or indirect, financial or otherwise, which would conflict with the performance of the services to be provided by Consultant under this Agreement. Consultant further covenants that, in the performance of this Agreement, no subcontractor or employee having such an interest shall be employed by Consultant. Consultant certifies that no one who has or will have any financial interest under this Agreement is: (a) an officer or employee of City, or (b). an officer or employee of the applicant and any of its consultants. Consultant agrees to comply with any applicable conflict of interest code.

11.5 **Undue Influence**. Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City 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 City will receive compensation, directly or indirectly, from Consultant or 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 City to any and all remedies at law or in equity.

11.6 **Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of the City and the Consultant and will not confer any rights upon any person not expressly a party to this Agreement.

12. GENERAL PROVISIONS.

12.1 **Assignment of Rights.** Contractor agrees to assign City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act or under the Cartwright Act arising from purchases of goods, services, or materials pursuant to this Agreement.

12.2 **Further Assurances**. City and Consultant each agree to cooperate with one another, to use their best efforts, to act in good faith, and to promptly perform such acts and execute such documents or instruments as are reasonably necessary and proper to consummate the transactions contemplated by this Agreement.

12.3 **Notices**. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if personally served or on the second day after mailing if mailed by first-class mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

To City:
Michael Ramirez, City Manager
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013-2698
P: (805) 684-5405
F: (805) 684-5304

To Consultant:
Patrick Shires, President
Cotton Shires and Associates
699 Hampshire Road, Suite 102
Thousand Oaks, CA 91361
P: (805) 370-8710
P: (805) 370-8710

Any party may change their address for the purpose of this paragraph by giving the other party written notice of the new address in the above manner.

12.4 **Legal Responsibilities**. Consultant shall keep itself informed of state, federal and 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 reasonably observe and comply with such laws and regulations. The City 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.

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

12.6 **Labor Conditions**. City is a public entity in the state of California, and therefore, City and Consultant are subject to the provisions of the Government Code and the Labor Code of the state of California. All provisions of law applicable to public contracts and/or this

Agreement are incorporated herein by this reference and are made a part of this Agreement to the same extent as if they were fully stated in the Agreement and shall be complied with by Consultant.

12.7 **Labor Requirements**. Consultant shall abide by all federal and California laws and regulations regarding wages, including, without limitation, the Fair Labor Standards Act and the California Labor Code, which, in part, mandate that 8 hours' labor constitutes a legal days' work, and require Consultant to pay the general prevailing wage rates. The California statutory provisions for penalties for failure to pay prevailing wages will be enforced and the statutory provisions for penalties for failure to comply with California's wage and hour laws will be enforced. In addition, Consultant is required to comply with the statutory requirements relating to employment of apprentices. Consultant also must secure the payment of workers' compensation to its employees as provided by California law. Consult acknowledges its obligation to secure payment of Workers' Compensation before beginning work as set forth in the attached Exhibit D ("Acknowledgement of Workers' Compensation Obligation") which is incorporated by this reference as through set forth in full. Additionally, Consultant is required to comply with all statutory requirements relating to certified payroll records, including the maintenance of the records, their certification, and their availability for inspection.

12.8 **Discrimination**. No person shall be excluded from employment in the performance of this Agreement on the grounds of race, creed, color, sex, age, marital status, sexual orientation or place of national origin. Consultant shall comply with all local, state, and federal laws relating to equal employment opportunity rights.

12.9 **Assignment**. Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of City, which shall have the sole discretion to consent to any proposed assignment. Because of the personal nature of the Services to be rendered pursuant to this Agreement, only Consultant shall perform the services described in this Agreement.

12.10 **Waiver**. No waiver of a provision of this Agreement shall constitute a waiver of any other provision, whether or not similar. No waiver shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

12.11 **Force Majeure**. Neither Consultant nor City shall be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

12.12 **Construction of Terms**. All parts of this Agreement shall in all cases be construed according to their plain meaning and shall not be construed in favor or against either of the parties. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part, the remainder of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated thereby. In the event of any provision shall be adjudged

invalid, void or unenforceable, the parties hereto agree to enter into a supplemental agreement to effectuate the intent of the parties and the purposes of this Agreement.

12.13 **Controlling Law**. The City 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, with venue proper only in the County of Santa Barbara, State of California.

12.14 **Authorization**. All officers and individuals executing this and other documents on behalf of the respective parties hereby certify and warrant that they have the capacity and have been duly authorized to execute said documents on behalf of the entities indicated.

12.15 **Entire Agreement**. This Agreement, along with its attached exhibits, which are incorporated herein by this reference, constitutes the entire Agreement between the parties and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. This Agreement may be altered, amended or modified only by a supplemental writing executed by the parties to this Agreement and by no other means. Each party waives any future right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreement, course of conduct, waiver or estoppel.

12.16 **Counterparts**. This Agreement may be executed in counterparts, each of which shall remain in full force and effect as to each party.

12.17 **Severability.** In the event that any term or provision of this Agreement shall be held to be invalid, void or unenforceable, then the remainder of this Agreement shall not be affected, impaired or invalidated, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Agreement at the place and as of the date first written above.

"CITY"
City of Carpinteria

By:_____
Michael Ramirez, City Manager

APPROVED AS TO FORM:
City of Carpinteria

By:_____
Jena Shoaf Acos, on behalf of
Brownstein Hyatt Farber Schreck, LLP
Acting as City Attorney of the City of Carpinteria

"CONSULTANT"
Cotton Shires and Associates, Inc.

By:_____
Patrick Shires, President

ATTEST:
City of Carpinteria

By:_____
Brian C. Barrett, CMC, CPMC
City Clerk

EXHIBIT A

TASKS TO BE PERFORMED

COTTON, SHIRES AND ASSOCIATES, INC.
CONSULTING ENGINEERS AND GEOLOGISTS

January 18, 2024
CARP6014

John L. Ilasin, P.E.
Public Works Director/City Engineer
City of Carpinteria
Public Works Department
5775 Carpinteria Avenue
Carpinteria, CA 93013

SUBJECT: **Proposal for Construction Quality Assurance Materials Testing Services**
RE: 2022 Pavement Rehabilitation Project

Dear Mr. Ilasin:

Cotton, Shires and Associates, Inc. (CSA) is pleased to submit his proposal for quality assurance (QA) materials testing services for the City of Carpinteria's (City) 2022 Pavement Rehabilitation Project. Our proposed scope of services consists of field testing and observations, laboratory testing, batch plant inspection, and reporting consistent with the requirements of the City of Carpinteria's Quality Assurance Program (QAP) and Acceptance Testing Services, Scope of Services.

Project Description

Our understanding of the City's 2022 Pavement Rehabilitation Project is based on review of the following documents:

- City of Carpinteria (2023a), Project Plans for the City of Carpinteria 2022 Pavement Rehabilitation Project, December 22.
- City of Carpinteria (2023b), Contract Documents and Specifications for the 2022 Pavement Rehabilitation Project, December.
- City of Carpinteria (2021), Quality Assurance Program (QAP), Public Works Department, May.
- City of Carpinteria, Acceptance Testing Services, Scope of Services (undated).

According to the referenced Contract Documents and Specifications, the project consists of removing and replacing asphalt concrete pavement; placing concrete curbs, gutters, cross gutters, spandrels, driveway approaches, curb ramps, and sidewalks; installing storm drain improvements; traffic striping; and other incidental and appurtenant work.

Scope of Services

CSA will provide field observation services and will subcontract with Union Materials Testing (UMT) to provide field, batch plant, and laboratory testing services in accordance with the QAP. Detailed summaries of UMT's proposed services are provided in the appended UMT proposal.

Estimated Staff-Hours and Fees

Based on the construction quantities we estimate that CSA's senior engineer/geologist will attend the project kick-off meeting and then CSA will make several site visits to observe the engineering grading and testing activities as part of the QA oversight. We estimate the following scope of work for CSA personnel:

1. Attend pre-construction meeting and site walk;
2. One (1) half-day site visit over the duration of Item 10 – Aggregate Base;
3. One (1) half-day site visit over the duration of Item 23 – Conform to Existing Driveway (Aggregate Base);
4. One (1) half-day site visit over the duration of Item 31 – 18" RCP Storm Drain in Open Trench;
5. One (1) half-day site visit over the duration of Item 32 – 24" RCP Storm Drain in Open Trench; and
6. Summary letter report of QA activities and observations.

We estimate 46 hours of CSA staff field and office time will be required to complete the scope of work outlined above. UMT's staff hours are summarized in their appended proposal. We propose to provide the services in accordance with our 2023-24 Fee Schedule using rates for our staff, senior, and principal engineers and geologists. The total estimated fee for all proposed services is $86,790; CSA's estimated portion of the total fee is $8,000, and UMT's estimated portion of the total fee is $78,790.

We will advise city staff when we reach 80 percent of the project budget, or when an individual project task duration exceeds the estimated schedule, at which time our fee estimate may need to be updated and additional fees collected.

Closure

We thank you for the opportunity to offer our quality assurance services to the City of Carpinteria. Please contact us with at (805) 370-8710 with any questions.

Respectfully submitted,

COTTON, SHIRES AND ASSOCIATES, INC.

Matthew J. Janousek
Principal Geotechnical Engineer
PE 73401, GE 3005

Attachment: Union Materials Testing Proposal dated 1-18-2024 (UMT Project No. 0422)

UMT Project No.- 0422

1/18/2024

Cotton, Shires and Associates, Inc.
699 Hampshire Rd Suite 102
Thousand Oaks CA 91361
PH: 805-370-8710

Matt Janousek, PE, GE
PE, GE

Project: Cotton Shires - City of Carpinteria 2022 Pavement Rehab Project
Project Location: Various Locations, Carpinteria, CA

Dear Matt Janousek, PE, GE

Union Materials Testing, Inc. (UMT) is pleased to submit for your review our proposal for testing and special inspection services on the referenced projects located in Carpinteria, CA.

Pricing and Terms: Under this proposal, the requested testing and inspection services for the Project will be performed by UMT on a time and materials basis.

A detailed list of services and fees are shown on the attached Exhibit A. Following are our cost estimate and scope of services. Our proposal is based on the following sources:

- City of Carpinteria Acceptance Testing and QAP RFP Documents.
- Available Project Specifications and Drawings, Dated: December 2023 (2022 Pave Rehab)
- Caltrans Standard Specifications, Caltrans QAP, 2018 SSPWC

Thank you for giving us the opportunity to be a part of your project team. Should you have any questions or require additional information, please do not hesitate to contact me.

Respectfully submitted,

Budget Summary for - Cotton Shires - City of Carpinteria 2022 Pavement Rehab Project

Task Name	Cost
PCC Improvements Subgrade Density Testing	$9,448.00
1/2" Overlay	$37,920.00
3/8" Leveling Coarse	$8,466.00
FDR-C	$22,956.00
Project total:	$78,790.00

**** All field inspections are per the International Union of Operating Engineers, Local Union 12; Inspection Master Agreement. All field technicians have a 4-hour minimum charge on a portal-to-portal basis. Time over the 4-hour minimum will be rounded up to the nearest whole 8-hour shift on a portal-to-portal basis. Overtime billed at the standard rate shown on the cost breakdown per the testing and inspection labor agreement with will be charged after 8-hours, any shift starting before 5:00 a.m. and after 5:00 p.m., any shift starting after 9:00am, and on Saturdays. Double time is billed after 12 hours worked on any shift, on Sundays or Holidays. If an inspector is dispatched on two or more jobsites in one shift a minimum of 8 Hours will be billed. Show up cancelations are billed at a rate of 2 hours or regular time.**

Spencer Damon
Project Manager

Union Materials Testing, Inc.
CC
Exhibit A - Scope of Work, Assumtion, Budget
Exhibit B - Terms and Conditions

EXHIBIT A
Scope of Services

PCC Improvements Subgrade Density Testing

Union Materials Testing, Inc. (UMT) will provide a field density technician to test in place density of subgrade and aggregate base underneath proposed PCC improvement sections. UMT will utilize a calibrated nuclear moisture density gauge to determine in place density and moisture measurements. Percent relative compaction is the ratio of the in-place density compared to the modified max density optimum moisture (ASTM D1557). UMT will document construction field observations, photos, and density testing in a daily field report that will be distributed to the Cotton Shires engineer of record. Reports will be sent within 24-48 HR of completion of associated lab testing. Subgrade material quality testing will be tested in accordance with the cities QAP frequencies. UMT will dedicate a project manager to oversee and manage field/plant/lab testing and inspection.

Cost Estimate for - PCC Improvements Subgrade Density Testing

Description	Qty	Rate	Units	Total
Project Manager	5.00	$173.00	RtHr	$865.00
Soils Field Technician	40.00	$129.00	RtHr	$5,160.00
Soils Field Technician - OT	0.00	$162.00	OTHr	$0.00
Proctor - Soil Max Density	4.00	$275.00	EA	$1,100.00
CPR Administrative Reporting Fee	1.00	$53.00	EA	$53.00
Pick-up Truck	40.00	$37.00	HR	$1,480.00
Thin Lift Nuclear Gauge	10.00	$79.00	Day	$790.00
			Total for PCC Improvements Subgrade Density Testing	$9,448.00

Assumptions: UMT is assuming 10 4hr shifts for subgrade soil and base located under PCC improvements sections. Cotton Shires will be providing inspection services during PCC improvements scope of work, and UMT will rely on Cotton Shires to dispatch UMT field personnel for soil density testing.

1/2" Overlay

UMT will provide batch plant inspector and asphalt placement/density inspector. UMT is a Caltrans/AASTHO accredited laboratory utilizing calibrated equipment in the field and lab. UMT inspectors are accredited by Caltrans and undergo site specific annual training supervised by UMT management.

HMA plant inspection includes but not limited to verification of Caltrans plant calibration, monitoring applicable temperatures, verification of production standards per Caltrans/SSPWC, inspecting loads leaving the plant, and sampling aggregate/binder. Placement inspection includes but not limited to preplacement inspection (clean surface, tack, etc.), verification of paving equipment meeting Caltrans minimum specification, lift thickness, applicable placement and rolling temperature documentation, in place nuclear density testing utilizing thin lift technologies, spread rate verification, sampling asphalt materials in accordance with CT125. Reports will be sent within 24-48 HR of completion of associated lab testing. Asphalt material quality testing will be tested in accordance with the cities QAP frequencies. UMT will dedicate a project manager to oversee and manage field/plant/lab testing and inspection.

Cost Estimate for - 1/2" Overlay

Description	Qty	Rate	Units	Total
Project Manager	18.00	$173.00	RtHr	$3,114.00
Asphalt Field Technician	64.00	$129.00	RtHr	$8,256.00
Asphalt Field Technician - OT	0.00	$162.00	OTHr	$0.00
Batch Plant Inspector	64.00	$129.00	RtHr	$8,256.00
Batch Plant Inspector - OT	16.00	$162.00	OTHr	$2,592.00
Hveem Max Density (LTMD)	4.00	$275.00	EA	$1,100.00
Ignition Binder Content	16.00	$252.00	EA	$4,032.00
Plant Cold Feed Sand Equivalent	4.00	$131.00	EA	$524.00
Plant Cold Feed Sieve Analysis	16.00	$136.00	EA	$2,176.00
Stability Value	4.00	$262.00	EA	$1,048.00
Theoretical Maximum Specific Gravity	4.00	$189.00	EA	$756.00
CPR Administrative Reporting Fee	2.00	$53.00	EA	$106.00
Pick-up Truck	144.00	$37.00	HR	$5,328.00
Thin Lift Nuclear Gauge	8.00	$79.00	Day	$632.00
			Total for 1/2" Overlay	$37,920.00

Assumptions: UMT is assuming 7,600 TN of 1/2" HMA utilizing street measurements and asphalt thickness found in the project plans. Assuming the contractor will place 1000 TN per shift would total 8 paving shifts. Plant inspector shift duration 8 HR + 2 OT Hours. Field Inspector shift duration 8 HR.

HMA material quality testing frequency in accordance with Caltrans QAP. Binder content and plant cold feed sieve analysis will be sampled and tested once every 750 TN thereof per shift totaling 16 tests. HMA material air voids and stability value twice per week totaling 4 tests.

Assumptions were based off construction plans, specifications, City quality assurance program, and Caltrans QAP testing frequencies.

3/8" Leveling Coarse

UMT will provide batch plant inspector. UMT is a Caltrans/AASTHO accredited laboratory utilizing calibrated equipment in the field and lab. UMT inspectors are accredited by Caltrans and undergo site specific annual training supervised by UMT management.

HMA plant inspection includes but not limited to verification of Caltrans plant calibration, monitoring applicable temperatures, verification of production standards per Caltrans/SSPWC, inspecting loads leaving the plant, and sampling aggregate/binder. Reports will be sent within 24-48 HR of completion of associated lab testing. Asphalt material quality testing will be tested in accordance with the cities QAP frequencies. UMT will dedicate a project manager to oversee and manage field/plant/lab testing and inspection.

Cost Estimate for - 3/8" Leveling Coarse

Description	Qty	Rate	Units	Total
Project Manager	4.00	$173.00	RtHr	$692.00
Batch Plant Inspector	32.00	$129.00	RtHr	$4,128.00
Batch Plant Inspector - OT	0.00	$162.00	OTHr	$0.00
Hveem Max Density (LTMD)	1.00	$275.00	EA	$275.00
Ignition Binder Content	4.00	$252.00	EA	$1,008.00
Plant Cold Feed Sand Equivalent	1.00	$131.00	EA	$131.00
Plant Cold Feed Sieve Analysis	4.00	$136.00	EA	$544.00
Stability Value	1.00	$262.00	EA	$262.00
Theoretical Maximum Specific Gravity	1.00	$189.00	EA	$189.00
CPR Administrative Reporting Fee	1.00	$53.00	EA	$53.00
Pick-up Truck	32.00	$37.00	HR	$1,184.00
			Total for 3/8" Leveling Coarse	$8,466.00

Assumptions: UMT is assuming 1,500 TN of 3/8" Leveling HMA to be placed in 4 shifts. Assuming the contractor will place 400 TN per shift. Plant inspector shift duration 8 HR. Field Inspector is not included due to thin thickness and inspection will be done by Cotton Shires.

HMA material quality testing frequency in accordance with Caltrans QAP. Binder content and plant cold feed sieve analysis will be sampled and tested once every 750 TN thereof per shift totaling 4 tests. HMA material air voids and stability value twice per week totaling 1 test.

FDR-C

Union Materials Testin, Inc. (UMT) will provide one field technician to verify cement spread rate verification with calibrated tray, documentation of the number of FDR-C mixing passes, moisture content verification, documentation of the compaction of the FDR-C, sampling of cement treated FDR-C materials, max density optimum moisture determination, and fabrication and testing of the UCS samples verifying that 400 PSI is achieved at 7-days. UMT will utilize our onsite mobile laboratory to test moisture contents, max density-optimum moisture, and fabrication of UCS samples. UMT will have one field inspector for sampling and density testing, and UCS lab technician to perform lab testing at the UMT's main lab located in Oxnard. Reports will be sent within 24-48 HR of completion of associated lab testing. Asphalt material quality testing will be tested in accordance with the cities QAP frequencies. UMT will dedicate a project manager to oversee and manage field/plant/lab testing and inspection.

Cost Estimate for - FDR-C

Description	Qty	Rate	Units	Total
Project Manager	10.00	$173.00	RtHr	$1,730.00
Soils Field Technician	64.00	$129.00	RtHr	$8,256.00
Soils Field Technician - OT	16.00	$162.00	OTHr	$2,592.00
Moisture Content	16.00	$44.00	EA	$704.00
Proctor - Max Density Optimum Moisture Determination	8.00	$275.00	EA	$2,200.00
Sieve Analysis	8.00	$150.00	EA	$1,200.00
Unconfined Compressive Strength (UCS) - capping not included	32.00	$68.00	EA	$2,176.00
CPR Administrative Reporting Fee	2.00	$53.00	EA	$106.00
Mobile Lab	80.00	$42.00	HR	$3,360.00
Thin Lift Nuclear Gauge	8.00	$79.00	Day	$632.00
			Total for FDR-C	$22,956.00

Assumptions: UMT is assuming 8 hours + 2 OT Hours per shift for the field technician. UMT is assuming two sets of 2 UCS per shift, and one max density-optimum determination, sieve and sand equivalent for each shift. In the construction bid iteams 8,700 SY are listed for FDR-C stabilizaton. UMT assumes 8 shifts of Cement Treatment at a rate of 1,090 SY per shift. UMT is excluding inspection of pulverization and trimming excess material to account new HMA planned thickness.

Terms and Conditions

1. **Prosecution of Work.** It is contemplated by the parties that the Work specified in this Contract shall start on approximately and be completed by . UMT shall not be responsible for any delays in performing the Work due to labor disputes, weather, shortages in material, equipment or labor, acts of God or any other cause beyond its control. In the event of a delay beyond UMT's control, and to the extent reasonably possible, UMT shall complete the work at the next available opportunity. At its option, UMT may decline to perform any part of the Work which, through no fault of UMT, is to be completed beyond the estimated completion date. In the event UMT elects not to perform any further Work beyond the above specified date pursuant to the terms provided herein. UMT shall be paid for all Work performed and materials provided prior to the said date and shall otherwise be fully relieved of all its duties and responsibilities under the terms of this Contract.
2. **Dispatch Hours.** UMT agrees to provide the Work identified herein. Dispatch hours are 8:00 a.m. to 5:00 p.m. Although UMT will try to accommodate all dispatch requests, we cannot guarantee that calls before 7:00 a.m. and after 5:00 p.m. will be received. If a day's Work is canceled for any reason, please notify the dispatch office by 5:00 p.m. on the day prior to the scheduled Work. Cancellations received on the day of the Work, is subject to a 2-hour show-up fee.
3. **Agreed Pricing for Services/Work Hours.** Pricing for Work done under the attached Contract is agreed to be under UMT's Fee Schedule (attached and incorporated herein as Exhibit A) for the year the Contract was effective, which is incorporated herein by reference, unless otherwise specifically shown in the Contract. All minimums, over-time, double-time, and portal to portal billing is in accordance with the current Local 12 – Operating Engineers – Inspection Master Labor Agreement. Over-time at 1.5 times on the labor portion only will be charged before 5:00 a.m. or after 9:00 a.m., starting after 5:00 p.m., and on Saturdays. Double-time at 2 times the labor portion will be charged after 12 hours, on Union Holidays, and on Sundays. Client further acknowledges that billing minimums of 4 hours for field testing and 4 hours for special inspections may apply in actual billing. Time worked over the 4-hour minimum will be rounded to 8 hours. If the inspector has to travel to the UMT Office to pick-up/drop-off equipment before and/or after a shift the inspectors hourly rate will be billed portal-to-portal from the UMT Office. If an inspector works on two or more jobsites in one shift a minimum of 8 hours will be billed. Client agrees that it shall be Client's and' or Contractor's responsibility to provide UMT with a 24-hour notice to perform the Work hereunder.
4. **Standard of Work.** Further, UMT agrees to perform the Work in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the locality of the Project. No other warranty, expressed or implied is otherwise made with respect to the Work.
5. **Payment.** Client agrees to pay all invoices within 30 days, or incur interest charges of 10% per month, Intended Use. Work provided pursuant to this Contract is intended solely for the use and benefit of Client. No other person or entity shall be entitled to rely on the services, opinions, recommendations, plans, or specifications provided without the express written consent of UMT. Client agrees that UMT has been engaged to provide technical professional services only, and that UMT does not owe a fiduciary responsibility to Client.
6. **Limitation of Liability.** This paragraph limits UMT's liability – **READ IT CAREFULLY.** Client understands and agrees that UMT's Work poses certain risks to both UMT and Client. Further, UMT's fees for the Work are based on and reflect Client's agreement to limit UMT's liability as described herein. Client specifically acknowledges and agrees that but for this promise to limit UMT's liability, UMT's fees should be significantly higher to accommodate UMT for such risks. Client acknowledges its right to discuss this provision with legal counsel and negotiate such with UMT. In reliance on the foregoing, Client specifically agrees that, to the fullest extent permitted by law, UMT's total liability for any and all injuries, claims, liabilities, losses, costs, expenses or damages whatsoever, including without limitation, attorneys' fees and costs (hereinafter "Claims") to Client and any third party arising out of or in any way related to the Contract, from any cause or causes, including but not limited to UMT's negligence, errors, omissions, breach of contract or any duty, is limited to Twenty-Five Thousand Dollars ($25,000) or the amount of UMT's fee, whichever is greater (the "Liability Limit").
7. **Indemnity.** To the fullest extent permitted by law, the Client will indemnify and hold harmless UMT together with its consultants, officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of, in any way related to, or resulting from their work, materials, or scope of responsibility on the Project by Client or any of its consultants, subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable,

except to the extent that such damage, loss or expense is due to the fault or negligence of UMT.

8. **Insurance.** UMT will maintain and provide proof of insurance coverage for operations under this agreement when requested by the client. UMT will name client as additionally insured and provide proof of coverage when requested. Typical insurance coverages are as follows: (1) property and public liability insurance at a minimum level of $1,000,000.00 property damage coverage with thirty-day cancellation notice and $1,000,00.00 liability coverage, or the amount specified in the prime agreement, whichever is greater, (2) worker's compensation insurance with a minimum level of $1,000,000.00 of coverage, (2) automobile insurance at a minimum level of $1,000,000.00 for each occurrence and $1,000,000.00 aggregate coverage, and (4) professional liability insurance at a minimum level of $1,000,000.00 of coverage.
9. **Samples.** Unless otherwise agreed by the parties in writing, the test specimens or samples will be disposed of immediately upon completion of testing. If the client requests samples to be held, has the right to request fee's per an agreed upon amount after the request of samples to be held is received.
10. **OSHA.** Client agrees to require Contractor to provide on-site First Aide services as required by OSHA.
11. **Final Inspection.** As a condition precedent to UMT issuing the Project final inspection report, all fees incurred by Client must be paid in full.
12. **Termination.** UMT may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of UMT or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with UMT, for any of the following reasons:
    - Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped.
    - An act of government, such as a declaration of national emergency that requires all Work to be stopped; or
    - Because the Client has not issued a payment or certificate for payment and has not notified UMT of the reason for withholding payment or certification, or because the Client has not made payment within the time stated in the Contract Documents.
13. **Miscellaneous Provisions.**
    - **Duplicate Originals.** This Contract may be executed in duplicate originals, and facsimile signatures will be treated as originals.
    - **Complete Agreement**. With respect to the subject matter of this Contract, including the terms and conditions hereof, this Contract constitutes the entire understanding between the parties and may not be altered, modified or amended except by the mutual written agreement of the parties. Except as expressly provided in this Contract, all prior and contemporaneous agreements and understandings between the parties are superseded and rescinded.
    - **Severability**. The Contract provisions are severable, and should any provision be determined by a court of competent jurisdiction void, voidable, or unenforceable, such provision shall be eliminated or limited to the minimum extent necessary so that this Contract shall otherwise remain in full force and effect.
    - **Attorneys' Fees**. In the event that any party shall breach its obligations under this Contract, the prevailing party shall be entitled to recover all enforcement-related costs, expenses and reasonable attorney fees from the breaching party, whether such sums be expended with or without suit and regardless of the forum (including but not limited to recourse in connection with any bankruptcy case, adversary proceeding, insolvency proceeding, or arbitration proceeding).
    - **Assignment**. This Contract is not assignable, and any such assignment shall be deemed void, without the written consent of all parties hereto.
    - **Binding Effect.** This Contract shall be binding upon and shall inure to the benefit of the successors, and assigns of the respective parties hereto.
    - **Jurisdiction/Venue.** The parties hereto agree that this Contract shall be construed in accordance with the laws of the State of CA, and that exclusive jurisdiction and venue shall be found in the Ventura Superior Court, State of CA.

Our estimated fee for the above defined scope of work is $78790 (See attached breakdown). We propose that this work be performed on a time and materials basis with our fee not to exceed the above figure without prior agreement on extended services required. Each invoice will be accompanied with a detailed breakdown of all direct expenses and work performed relative to the attached budget.

Thank you for the opportunity to submit a proposal for this project, we appriciate your consideration. We will be awaiting your response to proceed and look forward to working with you. We believe we have covered all required items. Please give us a call if you have any questions.

EXHIBIT B

PAYMENT SCHEDULE

See Exhibit A for payment schedule.

EXHIBIT C

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than $1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than $1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum $25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than $1,000,000 per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than $1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, volunteers and agents, using standard ISO endorsement No. CG 2010-0413. Consultant also agrees to require all contractors and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

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

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

8. Certificate(s) are to reflect that the insurer will provide 30 (thirty) days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.

10. Consultant agrees to ensure that 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 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 subcontractors and others engaged in the project will be submitted to City for review.

11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

15. Consultant will renew the required coverage annually as long as City or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.

18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. 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 limiting or all-inclusive.

19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.

20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

22. The City's failure to comply with reporting requirements should not affect coverage required under the Agreement.

23. The consultant's insurance is primary to that of any insurance claimed by the City.

Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

EXHIBIT D

WORKERS' COMPENSATION REQUIREMENTS

The Consultant is required to sign and file a statement acknowledging its obligation to secure payment of Workers' Compensation before beginning work.

ACKNOWLEDGEMENT OF WORKERS' COMPENSATION OBLIGATION

I, Patrick Shires, hereby acknowledge my obligation to secure payment of Workers' Compensation before beginning work.

Cotton Shires and Associates, Inc.

By:_____
Patrick Shires, President

Dated:_____

EXHIBIT E

RESOLUTION OF CONSTRUCTION CLAIMS

The following pertains to Public Contract Code Sections 20104 through 20104.6 (Resolution of Construction Claims)

1. This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

2. This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

3. "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

4. "Claim" means a separate demand by the contractor for (a) a time extension, (b) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (c) an amount the payment of which is disputed by the local agency.

5. The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

6. This article applies only to contracts entered into on or after January 1, 1991.

7. For any claim subject to this Agreement, the following requirements apply:

   a. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

   b. (1) For claims of less than fifty thousand dollars ($50,000), the City shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the claimant.

      (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the claimant.

(3) The City's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

c. (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the City shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the claimant.

(3) The City's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

d. If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, the claimant may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

e. Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

f. This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

8. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both

parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

9. (a) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(b) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(c) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

10. The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

11. The City shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

13. In any suit filed under Section 20104.4, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

14. Pursuant to California Public Contract Code Section 7201, the City may not retain greater than five (5%) percent of contract price.

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
April 8, 2024

ITEM FOR COUNCIL CONSIDERATION

Approval of a budget appropriation for the Franklin Creek Trail Improvement Project for Fiscal Year 2023-24.

STAFF RECOMMENDATION

Approve a budget appropriation of $209,650 to the Measure A Fund to transfer to the Capital Improvement Project Fund for the Franklin Creek Trail Improvement Project.

Sample Motion: I move to approve a budget appropriation of $209,650 to the Measure A Fund to transfer to the Capital Improvement Projects Fund for the Franklin Creek Trail Improvement Project. *(This motion requires a roll call vote.)*

BACKGROUND/DISCUSSION

The Franklin Creek Trail Improvement Project was approved in both the Fiscal Year 2022-23 and Fiscal Year 2023-24 Capital Improvements Program (CIP) Budget. Initial revenue projections, set according to project costs, estimated a combined $297,100 appropriation in those fiscal years with the following breakdown:

Measure A- $13,200
Measure A Grant- $283,900

The Measure A Grant reimburses 25-percent of the project costs ($297,100 x 0.25 = $74,275.) The CIP Budget inadvertently proposed the Measure A Grant as $283,900 for the design phase. This results in a short fall of $209,625. An appropriation of $209,650 from the Measure A Fund to the Capital Improvement Projects Fund would make the correction in the Fiscal Year 2023-24 Budget document (page119) as follows:

FUNDING SOURCE:

Fiscal Year	Prior Years	2022/2023	2023/2024	Total
Measure A		$13,200		$13,200
Measure A Grant		$165,050	$118,850	$283,900
Total		$178,250	$118,850	$297,100

CORRECTED FUNDING SOURCE:

Fiscal Year	Prior Years	2022/2023	2023/2024	Total
Measure A		$133,700	$89,150	$222,850
Measure A Grant		$44,550	$29,700	$74,250
Total		$178,250	$118,850	$297,100

POLICY CONSISTENCY

Making adjustments to the budget during the fiscal year is consistent with the City's fiscal and budgeting policies.

FINANCIAL CONSIDERATIONS

$209,650 Increase to Fiscal Year 2023-24 Budget (Measure A Fund). $209,650 transfer from Measure A Fund (Expense Account Number 215-999-5911) to Capital Improvement Fund (Revenue Account Number 301-999-4906).

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

There are no legal and risk management considerations.

OPTIONS

1. Approve a budget appropriation of $209,650 to the Measure A Fund to transfer to the Capital Improvement Project Fund for the Franklin Creek Trail Improvement Project. (Staff recommendation)
2. The City Council could choose to not approve the recommendation and direct staff as determined appropriate.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

None.

Staff contact:
Gilbert Punsalan, Finance Manager
(805) 880-3406; gilbertp@carpinteriaca.gov

Signature

Reviewed by:
John L. Ilasin, Public Works Director
(805) 880-3402; johni@carpinteriaca.gov

Signature

Reviewed by:
Licette Maldonado, Administrative Services Director
(805) 755-4448; licettem@carpinteriaca.gov

Signature

Reviewed by:
Michael Ramirez, City Manager
(805) 755-4400; michaelr@carpinteriaca.gov

Signature

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
April 8, 2024

ITEM FOR COUNCIL CONSIDERATION

Senate Bill 329 and potential adjustments to City Council compensation.

STAFF RECOMMENDATION

Receive and file report, and direct staff as determined appropriate.

Sample Motion: I move to receive and file the report (and provide direction to staff as determined appropriate by the City Council.)

BACKGROUND

Carpinteria Municipal Code Section 2.04.620 pertaining to the compensation of City Councilmembers was last amended on June 25, 1990 by Ordinance No. 462 (Attachment A) and states:

> "Each councilmember shall be paid during his or her incumbency at the rate of three hundred ten dollars ($310.00) per month; provided, however, that any increase in compensation shall only become effective on the date of certification of a general municipal election at which time an elected councilmember takes office pursuant to Government Code Section 36516.5."

On June 29, 2023, Governor Gavin Newson approved Senate Bill No. 329 (SB 329) authored by Senator Bill Dodd, D-Napa (Attachment B). Like the current law, SB 329 sets the maximum city council salary amount based on city population, but increases that maximum from $300 per month to $950 per month. SB 329 also allows for specified inflation increases.

The purpose of this agenda matter is for the City Council to receive and file this staff report and direct staff as determined appropriate to consider a potential increase to City Council compensation in light of the recent passage of SB 329 and City Council's commitment to promoting diversity and equity within the city.

DISCUSSION

On February 7, 2023, Senator Dodd introduced legislation intended to boost diversity and participation on California city councils. Senator Dodd stated, "City council members serve long hours and make critical decisions for our communities. It's a major commitment that's especially hard on working people and those from diverse or disadvantaged backgrounds who must balance jobs and family obligations."[1] The legislature has not increased the council salary ceiling since 1984, despite inflation rising over 300% during that time. SB 329 amends Government Code Section 36516 with the goal of attracting more diverse individuals to serve on city councils by having the pay reflect the time commitment necessary to serve.

The City Council's compensation of three hundred ten dollars ($310.00) per month ($3,720 annual), has remained unchanged since 1990 despite a more than 140% increase in inflation according to the Department of Industrial Relations Consumer Price Index calculator for Urban Wage Earners and Clerical Workers in the Los Angeles – Anaheim region.

In addition to a monthly stipend, many cities provide city council members with other benefits. In Carpinteria, City Council members receive other benefits equal to Management personnel as outlined in Resolution 3057 (Attachment C) with one distinction that any cash received in lieu of health benefits must be placed into a deferred compensation account.

A city council compensation survey (Attachment D) was conducted, comparing Carpinteria to the same 16 cities utilized as benchmarks for the recent 2021 Total Compensation Study. The survey includes population size, monthly stipend amounts, and indicates whether council members are eligible to receive medical coverage. In addition to medical coverage, a partial analysis of benchmark cities showed that council members receive other benefits such as vision and dental insurance, and retirement systems. Amongst benchmark cities, the benefits provided to city councilmembers range from providing no additional benefits to full benefits.

Government Code Section 36516 as amended by SB 329 allows a city council to establish by ordinance a salary up to a ceiling determined by the city's population. Councilmembers in cities up to and including 35,000 in population, such as Carpinteria, can approve a salary up to and including nine hundred fifty dollars ($950.00) per month. The salary of council members may be increased beyond the population-based salary caps by an ordinance or by an amendment to an ordinance, but the amount of the increase shall not exceed the greater of either of the following:

[1] Senator Bill Dodd website (https://sd03.senate.ca.gov/news/20230502-senate-approves-sen-dodd%E2%80%99s-city-council-pay-cap-bill)

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

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

The equation factoring 5% for each calendar year is non-cumulative. In the case of the Carpinteria City Council, the amount calculates to $837.00/month (Attachment E). The City Council may choose to increase the current compensation of $310.00 per month up to less than the maximum of $950.00/month based on population of cities up to and including 35,000. Should the Council wish to increase the monthly compensation to an amount less than the population-based maximum, Option "A" may be used as a basis, or reference point, for an alternative amount.

In preparation for the November General Municipal Election, staff is preparing the Election Fact Sheet, which contains information including candidate qualifications, filing instructions, and compensation amount. An increase to Council compensation could serve as an incentive for potential candidates who might not have considered running due to the significant time commitment and financial constraints associated with the role. If the City Council directs staff to move forward with a stipend increase and it is subsequently approved, staff would update the Fact Sheet and utilize other means such as social media to announce the increase.

If the City Council would like to increase compensation, a draft ordinance will be brought forward at a future meeting. Pursuant to Government Code section 36516.5, any council compensation increase takes effect only when at least one member of the city council commences a new term. Accordingly, any changes to council salary will not become effective until after the election in November 2024.

POLICY CONSISTENCY

The recommendation is consistent with other policies and efforts to promote a diverse, equitable, and just community within the City.

FINANCIAL CONSIDERATIONS

Currently, there is no request for additional funding appropriation. Should the council decide to propose an ordinance for the increase of the City Council compensation, staff will provide a budget impact cost-analysis based on the proposed recommendation.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

There are no legal or risk management considerations presented in this report.

OPTIONS

Receive and file report, and direct staff as determined appropriate.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: Carpinteria's Ordinance 462 section 2.04.620
Attachment B: Senate Bill 329
Attachment C: Resolution 3057
Attachment D: Council Compensation Survey
Attachment E: Council Compensation Analysis

Staff contact: Teresa Ilasin, Management Analyst II
(805) 755-4458, teresai@carpinteriaca.gov

Signature

Reviewed by: Michael Ramirez, City Manager
(805) 755-4400, michaelr@carpinteriaca.gov

Signature

ATTACHMENT A

ORDINANCE NO. 462

AN ORDINANCE OF THE CARPINTERIA CITY COUNCIL AMENDING SECTIONS 2.04.620, 2.28.070, 2.32.030 AND 2.36.040 OF THE CARPINTERIA MUNICIPAL CODE, AS AMENDED, AS SUCH RELATES TO COMPENSATION OF MEMBERS OF THE CITY COUNCIL, PLANNING COMMISSION, CITIZENS ADVISORY BOARD AND ARCHITECTURAL REVIEW BOARD

The Carpinteria City Council does hereby ordain as follows:

Section 1.

Section 2.04.620 of the Carpinteria Municipal Code, as amended, is hereby further amended to read as follows:

"2.04.620 Compensation of Councilmembers. Each Councilmember shall be paid during his or her incumbency at the rate of Three hundred Ten dollars ($310.00) per month; provided however, that any increase in compensation shall only become effective on the date of certification of a general municipal election at which time an elected Councilmember takes office pursuant to Government Code Section 36516.5."

SECTION 2.

Section 2.28.070 of the Carpinteria Municipal Code, as amended, is hereby further amended to read as follows:

"2.04.070 Compensation. Boardmembers shall be compensated at the rate of Thirty dollars ($30.00) per month during their tenure in office effective July 1, 1990. Boardmembers may be reimbursed for valid business expenses incurred on official city business."

SECTION #3.

Section 2.32.030 of the Carpinteria Municipal Code, as amended, is hereby further amended to read as follows:

"2.32.030 Appointment--Qualification--Compensation--Removal. Each member of the planning commission shall be a legal resident within the city at the time of his or her appointment and during his or her tenure in office. Commissioners shall be compensated at the rate of Sixty dollars ($60.00) per month during their tenure in office. Commissioners may be reimbursed for their valid expenses incurred on official city business. Commissioners shall be appointed by the Mayor with the approval of the council and may be removed at any time by affirmative vote of three members of the council."

SECTION 4.

Section 2.36.040 of the Carpinteria Municipal Code, as amended, is hereby further amended to read as follows:

"2.36.040 Organization--Meetings--Compensation. A. The Architectural Review Board shall elect a chairman and vice-chairman from among its voting members. Decisions shall be

SECTION 5.

This Ordinance shall take effect and be in force at the expiration of thirty (30) days from and after its passage; and before the expiration of fifteen (15) days of its passage shall be published once with the names of the members of the City Council voting for and against the same in the Carpinteria Herald, a newspaper of general circulation, published in the City of Carpinteria.

PASSED, APPROVED AND ADOPTED this 25th day of June , 1990, by the following called vote:

AYES: COUNCILMEMBER: ROBITAILLE, KING, LAWRENCE, LEWIS

NOES: COUNCILMEMBER: NONE

ABSTAIN: COUNCILMEMBER: WULLBRANDT

Thomas M. Lewis
Mayor, City of Carpinteria

ATTEST:

Willa R. Coates
City Clerk, City of Carpinteria

I hereby certify that the foregoing Ordinance was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held the 25thday of June , 1990.

Willa R. Coates
City Clerk, City of Carpinteria

APPROVED AS TO FORM:

Deputy City Attorney

ATTACHMENT B

Senate Bill No. 329

CHAPTER 27

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

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

LEGISLATIVE COUNSEL'S DIGEST

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

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

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

Digest Key

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

Bill Text

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

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

(a) The compensation schedule for general law cities has not been adjusted since 1984, meaning that city council compensation has not kept pace with inflation.

(b) Allowing cities to adjust their compensation for inflation since 1984 may help city councils become more diverse because increased compensation can help individuals from across different income levels receive

sufficient income from their service to help ensure that they can continue to serve the public and support their families.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT C

RESOLUTION NO. 3057

A RESOLUTION OF THE CARPINTERIA CITY COUNCIL APPROVING AND ADOPTING HEALTH/DENTAL AND WELLNESS ALLOWANCE BENEFITS FOR MEMBERS OF THE CARPINTERIA CITY COUNCIL

WHEREAS, members of the Carpinteria City Council have had the opportunity to participate in the City's health and wellness benefit program since 1975; and,

WHEREAS, historically the health and wellness benefits for members of the City Council have been the same as those provided to management employees; and,

WHEREAS, the City Council wishes to update and specifically document health and wellness benefits as provided to members of the City Council;

NOW, THEREFORE, THE CARPINTERIA CITY COUNCIL hereby approves the same health/dental and wellness allowance benefits for members of the City Council as those provided to management employees by Resolution 3032, (Conditions of Employment for Management Personnel, Section 8) effective July 1, 1992.

PASSED, APPROVED AND ADOPTED this 9th day of November, 1992 by the following called vote:

AYES: COUNCILMEMBER: WULLBRANDT, JORDAN, STEIN, KING, LEDBETTER

NOES COUNCILMEMBER: NONE

ABSENT COUNCILMEMBER: NONE

Mayor, City of Carpinteria

ATTEST:

Jayne Diaz, Deputy
City Clerk, City of Carpinteria

I hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held the 9th day of November, 1992.

Jayne Diaz, Deputy
City Clerk, City of Carpinteria

APPROVED AS TO FORM:

City Attorney

SECTION 8

HEALTH/DENTAL/WELLNESS BENEFITS

8.1 HEALTH INSURANCE: The City will maintain the current health insurance program with the Public Employees Retirement System (PERS) Medical and Hospital Care Act pursuant to Government Code Section 22850. The health insurance program will be available to all management employees as follows:

(1) Each eligible employee may select one of the health insurance coverages provided in the Carpinteria geographic area, as defined by PERS.

(2) The City will provide an employer contribution of $192.00 per year for health insurance for each employee and, in addition, will fully pay for the remaining premium contribution balance for health insurance coverage for each employee, including dependent coverage when requested, to a maximum employer contribution equal to the premium charge for coverage under the Health Net HMO plan provided under the PERS Health Benefit Program. Employees shall be responsible for payment, as a payroll deduction, for any health insurance premium contribution which exceeds the premium for coverage under the Health Net HMO plan.

(3) Health insurance coverage for newly hired management employees will commence on the first day of the month following one full month of employment.

8.2 DENTAL INSURANCE: The City will provide 100% of the premium charged to maintain the Delta Dental Group Insurance Plan 4B-3 for management employees and, where appropriate, dependent coverage.

8.3 WELLNESS ALLOWANCE: In addition to the Health and Dental Insurance Programs, management employees will receive a wellness allowance of $810 for the FY 1992-93.

The purpose of the Wellness Program is to provide reimbursement to the covered employee for eligible medical and health-related costs not otherwise covered by health insurance or subject to reimbursement from any other source. Payment of medical costs, not covered by insurance, must be prescribed by a physician or determined by the Internal Revenue Service (IRS) to be an eligible health-related expense.

8.4 Reimbursement for bona fide health-related expenses, which may be eligible expenses under the wellness program may be subject to payroll taxes unless related to a particular medical condition and so prescribed by a medical doctor.

8.5 WELLNESS PROGRAM: Any balance remaining in the wellness allowance from funds allocated at the beginning of the fiscal year will not be retained by the individual at the end of the fiscal year, but will revert back to the City.

8.6 OUTSIDE COVERAGE OPTION: The employee is not required to select or participate in any health/dental insurance program provided by the City, but such employee must provide satisfactory documentation that he/she is covered by an alternative health/dental insurance program.

Those employees with proof of health and/or dental insurance coverage who choose not to participate in the City's group health insurance and/or dental insurance program due to the availability of other coverage through a spouse's employer, the military, or other source, will receive, in addition to the $810, a wellness benefit equal to fifty percent (50%) of the premium charged for the annual single coverage in the PERS Health Net HMO Plan available to this group of employees.

ATTACHMENT D

COUNCIL COMPENSATION SURVEY

AGENCY	POPULATION	MAYOR MONTHLY STIPEND	COUNCILMEMBER MONTHLY STIPEND	MC
Arroyo Grande	18,441	$798	$648	Yes
Buellton	5,164	$650	$550	No
Carpinteria	12,711	$310	$310	Yes
Fillmore	16,419	$300	$300	No
Goleta	32,442	$5,522	$4,601	Yes
Grover Beach	13,000	$900	$720	Yes
Marina	22,500	$250	$200	No
Morro Bay	10,835	$1,400	$1,000	Yes
Ojai	7,600	$760	$760	Yes
Pacific Grove	15,000	$700	$420	No
Pismo Beach	8,000	$1,226	$927	Yes
Port Hueneme	21,712	$751	$751	Yes
Santa Barbara	87,381	$6,259	$5,007	Yes
Santa Paula	31,145	$600	$600	Yes
Solana Beach	13,000	$960	$860	Yes
Solvang	6,048	$700	$600	No
Ventura	109,924	$700	$600	No

Prior to SB 329, Government Code 36516 authorized agencies to increase council compensation by an amount not to exceed 5% each calendar year from the date of the last adjustment.

SB 329 amended Government Code 36516 to allow cities up to and including population of 35,000 to increase compensation up to $950/month. Salary may be increased beyond the population amount but shall not exceed the greater of 5% each calendar year from the operative date of the last adjustment or an amount equal to inflation since January 1, 2024.

All agencies meet twice a month with the exception of Santa Barbara who meets three times a month.

MC = Medical coverage provided with City contribution towards premium.

ATTACHMENT E

CITY COMPENSATION ANALYSIS
Government Code 36516
5% Non-Compounded Increased Based on Last Compensation Increase of $310/month

Year	**1990**
Base Salary	**$310.00**

Year	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001
% Increase	5%	10%	15%	20%	25%	30%	35%	40%	45%	50%	55%
$ Increase	$15.50	$31.00	$46.50	$62.00	$77.50	$93.00	$108.50	$124.00	$139.50	$155.00	$170.50
Total	325.50	341.00	356.50	372.00	387.50	403.00	418.50	434.00	449.50	465.00	480.50

Year	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
% Increase	60%	65%	70%	75%	80%	85%	90%	95%	100%	105%	110%
	$186.00	$201.50	$217.00	$232.50	$248.00	$263.50	$279.00	$294.50	$310.00	$325.50	$341.00
	$ 496.00	$ 511.50	$ 527.00	$ 542.50	$ 558.00	$ 573.50	$ 589.00	$ 604.50	$ 620.00	$ 635.50	$ 651.00

Year	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
% Increase	115%	120%	125%	130%	135%	140%	145%	150%	155%	160%	165%
$ Increase	$356.50	$372.00	$387.50	$403.00	$418.50	$434.00	$449.50	$465.00	$480.50	$496.00	$511.50
Total	$666.50	$744.00	$759.50	$775.00	$790.50	$806.00	$821.50	$837.00	$790.50	$806.00	$821.50

Year	2024
% Increase	170%
$ Increase	527.00
Total	837.00