



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL AGENDA

Mayor Dale Byrne, Councilmembers Jeff Baron, Hans Buder, Bob Delves, and Alissandra Dramov
Contact: 831.620.2000 www.ci.carmel.ca.us

All meetings are held in the City Council Chambers
East Side of Monte Verde Street
Between Ocean and 7th Avenues

REGULAR MEETING Tuesday, July 1, 2025

4:30 PM

AMENDED AGENDA

HYBRID MEETING ATTENDANCE OPTIONS

This meeting will be held in person and via teleconference ("hybrid"). The public is welcome to attend the meeting in person or remotely via Zoom, however, the meeting will proceed as normal even if there are technical difficulties accessing Zoom. The City will do its best to resolve any technical issues as quickly as possible. To view or listen to the meeting from home, you may also watch the live stream on the City's YouTube page at: <https://www.youtube.com/@CityofCarmelbytheSea/streams>. To participate in the meeting via Zoom, copy and paste the link below into your browser.

<https://ci-carmel-ca-us.zoom.us/j/86890317537> Webinar ID: 868 9031 7537 Passcode: 100836 Dial in: (253) 215-8782

HOW TO OFFER PUBLIC COMMENT

The public may give public comment at this meeting in person, or using the Zoom teleconference module, provided that there is access to Zoom during the meeting. Zoom comments will be taken after the in-person comments. The public can also email comments to cityclerk@ci.carmel.ca.us. Comments must be received at least 2 hours before the meeting in order to be provided to the legislative body. Comments received after that time and up to the beginning of the meeting will be made part of the record.

OPEN SESSION 4:30 PM

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE

EXTRAORDINARY BUSINESS

- A.** Non-Profit Spotlight - MEarth (Estimated time - 3 min)
- B.** Pure Water Monterey Update from Monterey Peninsula Water District (Estimated time - 5 min)

PUBLIC APPEARANCES

Members of the public are entitled to speak on matters of municipal concern not on the agenda during Public Appearances. Each person's comments shall be limited to 3 minutes, or as otherwise established by the Chair. Persons are not required to provide their names, however, it is helpful for speakers to state their names so they may be identified in the minutes of the meeting. Under the Brown Act, public comment for matters on the agenda must relate to that agenda item and public comments for matters not on the agenda must relate to the subject matter jurisdiction of this legislative body. If a member of the public attending the meeting remotely violates the Brown Act by failing to comply with these requirements of the Brown Act, then that speaker will be muted.

ANNOUNCEMENTS (Estimated time - 5 min)

- A. City Administrator Announcements
- B. City Attorney Announcements
- C. Councilmember Announcements

ORDERS OF BUSINESS

Orders of Business are agenda items that require City Council, Board or Commission discussion, debate, direction to staff, and/or action.

1. Resolution 2025-062 ratifying an appointment to the Harrison Memorial Library Board of Trustees (Estimated time - 15 min)
2. Resolution 2025-063 Professional Services Agreement with Moore Ruble Yudell Architects for the Centennial Restoration of the Harrison Memorial Library (Estimated time - 30 min)
3. Receive a presentation by California American Water Company to introduce the Dolores Street Commercial Water Main Replacement Project and authorize issuance of an Encroachment Permit with Special Conditions of Approval (Estimated time - 15 min)
4. Resolution 2025-061 Authorizing the City Administrator to execute Amendment No. 1 to the Janitorial Services Agreement with Pureserve for a total not-to-exceed amount of \$140,000 for the term of July 1, 2025 to December 31, 2025 (Estimated time - 15 min)
5. Receive a report and provide policy direction regarding the installation of additional stop signs at intersections within the commercial district (Estimated time - 45 min)
6. Receive a report on the research done over the last month to explore a potential pilot program for downtown valet parking and provide direction to staff on whether to proceed with Request for Proposals (RFP) to begin the pilot program. Council will also be asked to consider whether or not to explore adjusting the City's approach to compliance with AB 413 (Daylighting Law). (Estimated time - 60 min)
7. Receive an Ad Hoc Report on the spacing requirements and needs list previously provided by Staff and Indigo and provide direction on the Police and Public Works Building Project. (Estimated time - 30 min)

PUBLIC HEARINGS

8. First reading and introduction of Ordinance No. 2025-003 Adding Section 2.52.686 – (Paid Parental Leave) to the Carmel-by-the-Sea Municipal Code (Estimated time - 20 min)

This agenda was posted at City Hall, Monte Verde Street between Ocean Avenue and 7th Avenue, Harrison Memorial Library, located on the NE corner of Ocean Avenue and Lincoln Street, the Carmel-by-the-Sea Post Office, 5th Avenue between Dolores Street and San Carlos Street, and the City's webpage <http://www.ci.carmel.ca.us> in accordance with applicable legal requirements.

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

Any supplemental writings or documents distributed to a majority of the City Council regarding any item on this agenda, received after the posting of the agenda will be available for public review at City Hall located on Monte Verde Street between Ocean and Seventh Avenues during regular business hours.

SPECIAL NOTICES TO PUBLIC

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at 831-620-2000 at least 48 hours prior to the meeting to ensure that reasonable arrangements can be made to provide accessibility to the meeting (28CFR 35.102-35.104 ADA Title II).

FUTURE AGENDA ITEMS

ADJOURNMENT

1. Correspondence Received After Agenda Posting
2. Presentations received after agenda posting



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

July 1, 2025
EXTRAORDINARY BUSINESS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Chip Rerig, City Administrator
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Pure Water Monterey Update from Monterey Peninsula Water District (Estimated time - 5 min)

RECOMMENDATION:

Receive an update from Dave Stoldt, General Manager of Monterey Peninsula Water District on Pure Water Monterey.

BACKGROUND/SUMMARY:

FISCAL IMPACT:

PRIOR CITY COUNCIL ACTION:

ATTACHMENTS:



CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

Staff Report

July 1, 2025
ORDERS OF BUSINESS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Nova Romero, City Clerk
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2025-062 ratifying an appointment to the Harrison Memorial Library Board of Trustees (Estimated time - 15 min)

RECOMMENDATION:

Consider Adoption of Resolution 2025-062 ratifying an appointment to the Harrison Memorial Library Board of Trustees (Estimated time - 15 min)

BACKGROUND/SUMMARY:

Background

Appointments to City Boards, Committees, and Commissions are conducted in accordance with state law, the City's Municipal Code, and the procedures outlined in City Council Policy C89-06: Appointment to Commissions, Boards, Committees (**Attachment 4**).

Application and Recruitment Process

Pursuant to state law, the City Clerk posted an annual notice on December 5, 2024, listing all appointed terms of City Boards and Commissions scheduled to expire in the upcoming year.

Between February and March 2025, the City solicited applications for several Board and Commission vacancies with terms ending in May 2025. Notices were publicly posted and advertised, and current members with expiring terms were invited to reapply by the stated deadline.

An ad hoc committee, consisting of the Mayor and Mayor Pro Tem, reviewed all submitted applications and conducted interviews in April and May. At the June 2, 2025, City Council meeting, the Council adopted Resolution 2025-051 (**Attachment 3**), appointing members to the following bodies:

- Community Activities Commission (5 new members)
- Harrison Memorial Library Board of Trustees (1 new member)
- Forest and Beach Commission (1 new member)
- Historic Resources Board (1 new member)

Harrison Memorial Library Board of Trustees

Although one appointment was made to the Library Board at the June 2 meeting, one seat remains unfilled. Copies of all applications submitted for Library Board during the February to March recruitment period are included in **Attachment 2**.

According to Carmel Municipal Code Section 2.72.030, members of the Harrison Memorial Library Board of Trustees are nominated by the Mayor and must be ratified by a majority vote (at least three affirmative votes) of the five-member City Council.

Recommendation

The Council must ratify appointments to Boards and Commissions by Resolution. Following review of all applications received and thoughtful consideration, the Mayor and Mayor Pro Tem have nominated Billy Farina to fill the remaining vacancy on the Harrison Memorial Library Board of Trustees for a full three-year term ending May 30, 2028.

To confirm the appointment, the City Council must adopt Resolution 2025-060 (**Attachment 1**) by a majority vote.

Other Considerations

On June 17, 2025, Harrison Memorial Library Board Member Susan Murphy submitted her resignation, creating an unscheduled vacancy with a term ending May 30, 2026. In accordance with state law and City policy, the vacancy notice has been posted and will be advertised, and the City will accept applications through the standard recruitment process. A nomination to fill the remainder of the term will be presented to the City Council at a future meeting following completion of the recruitment and interview process.

FISCAL IMPACT:

None for this action.

PRIOR CITY COUNCIL ACTION:

June 2, 2025, Council Adopted Resolution 2025-051 appointing several new members to various Board and Commission vacancies.

ATTACHMENTS:

Attachment 1) Resolution 2025-062

Attachment 2) Applications received for HML Board (redacted)

Attachment 3) Resolution 2025-051

Attachment 4) C89-06 Appointments to Boards and Commissions

**CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL**

RESOLUTION NO. 2025-062

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
RATIFYING AN APPOINTMENT TO THE HARRISON MEMORIAL LIBRARY BOARD OF
TRUSTEES FOR A TERM EXPIRING MAY 30, 2028**

WHEREAS, City Boards and Commissions provide essential support to the City Council by offering community-based insights, advice, and recommendations on various municipal matters; and

WHEREAS, from February 13 through May 2, 2025, the City advertised open positions and invited public applications for several board and commission vacancies; and

WHEREAS, the City received multiple qualified applications during this recruitment period; and

WHEREAS, the Ad Hoc Committee, comprised of Mayor Byrne and Mayor Pro Tempore Delves, conducted interviews and evaluated all applicants; and

WHEREAS, one seat on the Harrison Memorial Library Board of Trustees remains unfilled; and

WHEREAS, the Ad Hoc Committee nominates applicants for appointments to boards and commissions, and appointments must be ratified by at least 3 members of the City Council.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA DOES HEREBY:

Appoint Billy Farina to serve on the Harrison Memorial Library Board of Trustees with a term beginning July 1, 2025, and ending on May 30, 2028:

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 1st day of July, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dale Byrne, Mayor

Nova Romero, MMC, City Clerk



City of Carmel-by-the-Sea

MAR 21 2025

Office of the City Clerk

APPLICATION TO SERVE ON A CARMEL-BY-THE-SEA CITY BOARD OR COMMISSION

In accordance with the Public Records Act, submitted applications and attachments are considered public records and will be disclosed upon receipt of a public records request. Applications may also be published (with signatures and personal contact information redacted) in the agendas of relevant meetings of the City Council, boards and commissions.

Submit application to the City Clerk's Office via email at cityclerk@ci.carmel.ca.us. You may also drop it off at City Hall, located at East side of Monte Verde Street, between Ocean and Seventh Avenues or mail to PO Box CC, Carmel-by-the-Sea, 93921, attention: City Clerk's Office.

Full Name Timothy John Blomgren Date 3/20/2025
Residence Address [REDACTED] City Carmel Zip 93923
Mailing Address [REDACTED] City Carmel Zip 93921
E-Mail [REDACTED] Phone 8 [REDACTED]

Board or Commission Selection:

You may apply for more than one Board or Commission. Please note, however, that members shall not serve simultaneously on more than one Council-appointed Board or Commission.

Building Code Board of Appeals (meets on an as-needed basis)	
Community Activities Commission (meets second Tuesday of each month at 9:30 a.m.)	
Forest & Beach Commission (meets second Thursday each month at 2:30 p.m., Tour of Inspection at 1:30 p.m.)	
Harrison Memorial Library Board of Trustees (meets fourth Wednesday of each month at 9:00 a.m.)	X
Historic Resources Board (meets third Wednesday of each month at 4:00 p.m.)	
Planning Commission (meets second Wednesday of each month at 4:00 p.m., Tour of Inspection at 2:00 p.m.)	

- 1) Will you be available to attend board/commission meetings regularly? Yes X No
- 2) How long have you lived in Carmel-by-the-Sea? Oct. 2010 (14 1/2 yrs.)

- 3) All members of boards and commissions are subject to the Conflict of Interest laws of the State of California and are required to submit a Form 700 Statement of Economic Interests, within 30 days of assuming office. Form 700 must be filed annually thereafter, and within 30 days of leaving office as well.

In accordance with Assembly Bill (AB) 1234 and AB 1661 appointed members are required to attend Public Service Ethics Training and Harassment Prevention Training upon appointment and every two years thereafter.

Do you agree to file all required statements and complete training in a timely manner as prescribed by law or the City's Conflict of Interest Code? Yes x No

4) Reason for Interest in the Position:

This is a very exciting time for the Carmel Public Library. As the Harrison Memorial Library building approaches its Centennial in 2028, a much-needed upgrade is being planned to this Bernard Maybeck designed historic structure. As I been involved with the library since my arrival in Carmel almost fifteen years ago, I would be honored to be involved in its renovation. In addition, recently the Library has had some excellent programs from music in the library to lectures by well-known authors such as historian Douglas Brinkley, Tara Westover, and Susan Orlean. Alexandra Fallon, the Executive Director of the Library Foundation, and I have discussed possible authors for future events. Like I said, this is a real exciting time for the library and I would like to increase my involvement.

5) Please list any relevant qualifications or experience you possess that would enhance the mission and goals of the board(s) or commission(s) for which you are applying:

*I have served as a Library Volunteer from October 2010 to the present. In addition, I have served on the Carmel Public Library Board from 2016 to 2020 and was Board President 2019-2020. In addition, I am a life long learner and reader as I volunteered in my high school library in the 1970's.

*I am a volunteer driver with Meals-on-Wheels of the Monterey Peninsula from 2021 to the present.

*I was involved with the planning of the Carmel Centennial Celebration in 2016.

*I was a member of the Monterey County Civil Grand Jury for FY 2014-2015

*I was a City Planner with the City of San Francisco from 1993-2009.

6) Please list any local area associations, boards, commissions, foundations, or companies in which you have an investment, or serve as an officer or director:

None

7) Education:

Institution	Course of Study	Degree Year(s)
CSU East Bay	Geography	BS 1982
CSU Fresno	Urban/Regional Planning	MCRP 1986

8) Employment Experience (start with most recent):

Organization: Williams-Sonoma	
Position: Stock Associate	Year: 2020-2025
Organization: Sur La Table	
Position: Sales Associate	Year: 2014-2020
Organization: San Francisco Planning Department	
Position: City Planner	Year: 1993-2009

9) Prior public service, civic or volunteer activities:

Organization: Carmel Public Library	
Position: Library Volunteer	Year: 2010-present
Organization: Carmel Public Library Board	
Position: Board Member, Board President	Year: 2016-2020
Organization: Monterey County Civil Grand Jury	
Position: Member, Correspondence Secretary	Year: FY2014-2015

Signature

Date

3/20/2025

Citizen knowledge, interest and participation are vital ingredients to the delivery of high-quality public services. The richness that comes from citizens serving in advisory roles to the City Council contributes to making Carmel by the Sea the special place it is.

The City of Carmel-by-the Sea thanks you for your interest in serving on a City board or commission!

Timothy J. Blomgren



Experience

Stock Associate. Williams-Sonoma, Monterey. October 2020-January 2025.

Received and processed incoming shipment. Audited Multi-SKU parcels. Prepared and packed items for out-going shipment. Performed Inventory Function.

Sales Associate. Sur La Table, Carmel-by-the-Sea, November 2014-August 2020.

Received and processed shipments. Engaged in customer service. Brand specialist in knives and cutlery. Point of Sale.

Shipping/Fulfillment, Macy's, Monterey, CA 2011-2013

Prepared and packed items for shipment. Scanned and addressed parcels.

City Planner, San Francisco Planning Department. 1993-2009

Volunteer/Community Activities

Volunteer Driver, Meals on Wheels Monterey Peninsula. 2021-present

Board of Trustees, Carmel Public Library. 2016-2020. (Board President, 2019-2020)

Library Volunteer, Carmel Public Library, 2010-present

Volunteer, Carmel Centennial Celebration, 2015-2016

Member, Monterey County Civil Grand Jury, Fiscal Year 2014-2015

Volunteer, Livermore High School Library, 1976=1978

Education

Master of City and Regional Planning. California State University, Fresno. 1986

Bachelor of Science. Geography. California State University, East Bay. 1982

MAR 18 2025

Office of the City Clerk



Forest & Beach or
HML Trustees
(Sphere of Influence)

Attachment 2

APPLICATION TO SERVE ON A CARMEL-BY-THE-SEA CITY BOARD OR COMMISSION

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Full Name Billy Farina Date March 18, 2025
 Residence Address [REDACTED] City Carmel Zip 93923
 Mailing Address [REDACTED] City Carmel Zip 93921
 E-Mail [REDACTED] Phone [REDACTED]

Board or Commission Selection:

You may apply for more than one Board or Commission. Please note, however, that members shall not serve simultaneously on more than one Council-appointed Board or Commission.

Building Code Board of Appeals (meets on an as-needed basis)	
Community Activities Commission (meets second Tuesday of each month at 9:30 a.m.)	
Forest & Beach Commission (meets second Thursday each month at 2:30 p.m., Tour of Inspection at 1:30 p.m.)	X
Harrison Memorial Library Board of Trustees (meets fourth Wednesday of each month at 9:00 a.m.)	X
Historic Resources Board (meets third Wednesday of each month at 4:00 p.m.)	
Planning Commission (meets second Wednesday of each month at 4:00 p.m., Tour of Inspection at 2:00 p.m.)	

1) Will you be available to attend board/commission meetings regularly? Yes X No

2) How long have you lived in Carmel-by-the-Sea? Relocated here full time in 2

- 3) All members of boards and commissions are subject to the Conflict of Interest laws of the State of California and are required to submit a Form 700 Statement of Economic Interests, within 30 days of assuming office. Form 700 must be filed annually thereafter, and within 30 days of leaving office as well.

In accordance with Assembly Bill (AB) 1234 and AB 1661 appointed members are required to attend Public Service Ethics Training and Harassment Prevention Training upon appointment and every two years thereafter.

Do you agree to file all required statements and complete training in a timely manner as prescribed by law or the City's Conflict of Interest Code? Yes X No

4) Reason for Interest in the Position:

I want to be more engaged in the community and create a sense of purpose through community service.

I retired in December 2019 and we went on a journey to discover where we wanted to live the rest of our lives. Our first stop in January 2020 was Carmel by the Sea. In less than 24 hours we knew we found our forever home town. In January 2020 we bought a home and spent 4 years doing a renovation.

This area is so unique in the diversity of the environment, the community and the residents. I believe there is an obligation to protect, nurture and evolve our wonderful community so present

5) Please list any relevant qualifications or experience you possess that would enhance the mission and goals of the board(s) or commission(s) for which you are applying:

During my 30 plus year career, I learned from every perspective of business. I started as a front line employee as an Account Executive and worked my way to President. Each role was an education in leadership, problem solving and understanding human dynamics. The company I worked for had over 40 different locations throughout the country, ranging from big cities to rural communities. I gained a understanding regarding the different impact to the community that was created by community leaders, business leaders, local government and local residents either working together or unfortunately working against each other.

I have also been involved with numerous boards both as a board member and as the Chair. I understand the dynamics of working for solutions through an organization's board and have a track record of bringing different perspectives and agendas into a cohesive and mutually acceptable solution through compromise and data.

6) Please list any local area associations, boards, commissions, foundations, or companies in which you have an investment, or serve as an officer or director:

NA

7) Education:

Institution	Course of Study	Degree Year(s)
University of Arizona	Political Science	Bachelor of Science in
University of Arizona	Radio and Television	Bachelor of Arts in 19
University of Connecticut	Business Administration	MBA in 1992

8) Employment Experience (start with most recent):

Organization: Cox Media Group	
Position: President	Year: 2018 - 2019
Organization: Cox Communications	
Position: Various positions over a 30+ year career, started as an Account Executive	Year: 1984 - 2018
Organization:	
Position:	Year:

9) Prior public service, civic or volunteer activities:

Organization: numerous company sponsored activities around environmental, housing, children's organizations	
Position: volunteer for the different causes and organizations through this time	Year: 1985 - 2019
Organization:	
Position:	Year:
Organization:	
Position:	Year:

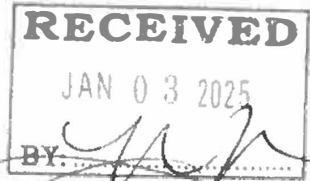
Signature

Date

Citizen knowledge, interest and participation are vital ingredients to the delivery of high-quality public services. The richness that comes from citizens serving in advisory roles to the City Council contributes to making Carmel by the Sea the special place it is.

The City of Carmel-by-the Sea thanks you for your interest in serving on a City board or commission!

Library, CAC & Forest & Beach App
Attachment 2
resident



City of Carmel-By-The-Sea

FEB 21 2025

Office of the City Clerk
[signature]

APPLICATION TO SERVE ON A CARMEL-BY-THE-SEA CITY BOARD OR COMMISSION

In accordance with the Public Records Act, submitted applications and attachments are considered public records and will be disclosed upon receipt of a public records request. Applications may also be published (with signatures and personal contact information redacted) in the agendas of relevant meetings of the City Council, boards and commissions.

NAME Donna Jett DATE 1/3/2025 2/21/25
RESIDENCE ADDRESS [REDACTED] CITY Carmel ZIP 93921
MAILING ADDRESS [REDACTED] CITY Carmel ZIP 93921
RESIDENCE PHONE [REDACTED] SS PHONE [REDACTED]
EMAIL [REDACTED]

HOW LONG HAVE YOU LIVED IN CARMEL-BY-THE-SEA? 28 years

Board or Commission Selection:

You may apply for more than one Board or Commission. Please note, however, that members shall not serve simultaneously on more than one Council-appointed Board or Commission.

Community Activities & Cultural Commission (meets the second Tuesday of the month at 9:30 a.m.)	<input checked="" type="checkbox"/>
Harrison Memorial Library Board of Trustees (meets the fourth Wednesday of the month at 9:00 a.m.)	<input checked="" type="checkbox"/>
Planning Commission (meets the second Wednesday of the month at 4:00 p.m., tour of inspection at 2:00 p.m.)	<input type="checkbox"/>
Forest & Beach Commission (meets the second Thursday of the month at 3:30 p.m., tour of inspection at 3 p.m.)	<input checked="" type="checkbox"/>
Historic Resources Board (meets the third Monday of the month at 4:00 p.m., tour of inspection at 3:15 p.m.)	<input type="checkbox"/>
Board of Appeals (once annually and on an as-needed basis)	<input type="checkbox"/>

Will you be available to attend board/commission meetings regularly? Yes

All members of boards and commissions are subject to the Conflict of Interest Laws of the State of California and are required to submit Form 700, "Statement of Economic Interest," within 30 days of assuming office. Form 700 must be filed annually thereafter, and within 30 days of leaving office as well.

In accordance with Assembly Bill (AB) 1234 appointed members are required to attend Public Service Ethics Education upon appointment and every two years thereafter.

Do you agree to file all required statements in a timely manner as prescribed by law or the City's Conflict of Interest Code? YES ☒ NO ☐

Reason for Interest in the Position:

Served on F&B ad Hoc - believe I can assist.

Please list any relevant qualifications or experience you possess that would enhance the mission and goals of the board(s) or commission(s) for which you are applying:

Organizational Skills, Ability to understand complex issues.

Please list any local area associations, boards, commissions, foundations, or companies in which you have an investment, or serve as an officer or director:

None

Education:

Institution	Course of Study	Degree Year (s)
<i>El Camino Jr.</i>	<i>Business & Speech</i>	<i>1993</i>
<i>MPC - History, Art & Architecture, Computer</i>	<i>1996-2005</i>	

Employment Experience (Start with Most Recent):

Organization:	Church of the Wayfarer	
Position:	Wedding Coordinator	Year: 2008-2011
Organization:	Charterwell School	
Position:	Administrative	Year: 1997-2002
Organization:		
Position:		Year:

Prior public service, civic or volunteer activities:

Organization:	Carmel Activities Commission	
Position:		Year: 2016 - Present
Organization:	Carmel Woman's Club	
Position:	Past President	Year: 2021-2023
Organization:	Joining Hands Benefit	
Position:	Pacific Rep Theater - Volunteer	Year: 2021- Present
		1997- Present

Signature

Date

1/3/2025

Citizen knowledge, interest and participation are vital ingredients to the delivery of high-quality public services. The richness that comes from citizens serving in advisory roles to the City Council contributes to making Carmel by the Sea the special place it is. The City of Carmel-by-the Sea thanks you for your interest in serving on a City board or commission.

Return application to the City Clerk's Office, East side of Monte Verde Street, between Ocean and Seventh Avenues or mail to PO Box CC, Carmel-by-the-Sea, 93921, attention: City Clerk's Office.



FEB 14 '25 PM 1:45
Attachment 2

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Full Name John Krisher Date February 14, 2025
Residence Address [REDACTED] City Carmel-by-the-Sea Zip 93923
Mailing Address [REDACTED] City [REDACTED] Zip [REDACTED]
E-Mail [REDACTED] Phone 8 [REDACTED]

Board or Commission Selection:

You may apply for more than one Board or Commission. Please note, however, that members shall not serve simultaneously on more than one Council-appointed Board or Commission.

Building Code Board of Appeals (meets on an as-needed basis)	
Community Activities Commission (meets second Tuesday of each month at 9:30 a.m.)	
Forest & Beach Commission (meets second Thursday each month at 2:30 p.m., Tour of Inspection at 1:30 p.m.)	
Harrison Memorial Library Board of Trustees (meets fourth Wednesday of each month at 9:00 a.m.)	X
Historic Resources Board (meets third Wednesday of each month at 4:00 p.m.)	
Planning Commission (meets second Wednesday of each month at 4:00 p.m., Tour of Inspection at 2:00 p.m.)	

- 1) Will you be available to attend board/commission meetings regularly? Yes X No
- 2) How long have you lived in Carmel-by-the-Sea? 31 years

- Attachment 2
- 3) All members of boards and commissions are subject to the Conflict of Interest laws of the State of California and are required to submit a Form 700 Statement of Economic Interests, within 30 days of assuming office. Form 700 must be filed annually thereafter, and within 30 days of leaving office as well.

In accordance with Assembly Bill (AB) 1234 and AB 1661 appointed members are required to attend Public Service Ethics Training and Harassment Prevention Training upon appointment and every two years thereafter.

Do you agree to file all required statements and complete training in a timely manner as prescribed by law or the City's Conflict of Interest Code? Yes ☒ _____ No _____

4) Reason for Interest in the Position:

Since retiring, I now have time to devote to community service. Our library has always been very important to me, actually supplementing my education and most definitely enriching my life. During countless hours driving, I listened to many inspiring books-on-tape with diverse topics including history, biographies and travel. Our library opened the world to me.

5) Please list any relevant qualifications or experience you possess that would enhance the mission and goals of the board(s) or commission(s) for which you are applying:

Throughout my trucking career, I was accountable for purchasing equipment, supervising maintenance costs and assuring compliance with environmental and state regulations. I applied for, negotiated and received grants from the Air Resources Board for new equipment that would exceed clean air directives.

From 1973 to 1986, I managed and operated my own successful trucking business being responsible for all decisions and financial considerations.

Through these business experiences, I have learned good judgment, problem solving and fiscal competence.

6) Please list any local area associations, boards, commissions, foundations, or companies in which you have an investment, or serve as an officer or director:

I am currently President of the Harrison Memorial Library Board of Trustees soon to complete a 2-year term. Prior to serving as President, I held the position of Harrison Memorial Library Board Treasurer and have been on the Board since December 2020.

Additionally, I have been a contributor to the Carmel Public Library Foundation for the past 25 years.

7) Education:

Attachment 2

Institution	Course of Study	Degree Year(s)
Warrior Run High (PA)	Technical	1968

8) Employment Experience (start with most recent):

Organization: Beverly's Fabrics	
Position: Transportation Driver/Manager	Year: 2005-2015 (until retirement)
Organization: Frito-Lay	
Position: Tractor Trailer Driver	Year: 1986-2005
Organization: Trucking Business Owner	
Position: Owner/Driver	Year: 1972-1986

9) Prior public service, civic or volunteer activities:

Organization: Rotary International	
Position: Membership Committee and Volunteer	Year: 2022-present
Organization: AT&T Golf Tournament at Pebble Beach	
Position: Marshal	Year: 2000-2024
Organization: Carmel Heritage Society	
Position: Docent and Volunteer	Year: 2016-2025

Signature

February 14, 2025

Date

Citizen knowledge, interest and participation are vital ingredients to the delivery of high-quality public services. The richness that comes from citizens serving in advisory roles to the City Council contributes to making Carmel by the Sea the special place it is.

The City of Carmel-by-the Sea thanks you for your interest in serving on a City board or commission!



HML (Sphere of Influence)
City of Carmel-By-The-Sea

FEB 25 2025

Office of the City Clerk

APPLICATION TO SERVE ON A CARMEL-BY-THE-SEA CITY BOARD OR COMMISSION

In accordance with the Public Records Act, submitted applications and attachments are considered public records and will be disclosed upon receipt of a public records request. Applications may also be published (with signatures and personal contact information redacted) in the agendas of relevant meetings of the City Council, boards and commissions.

Submit application to the City Clerk's Office via email at cityclerk@ci.carmel.ca.us. You may also drop it off at City Hall, located at East side of Monte Verde Street, between Ocean and Seventh Avenues or mail to PO Box CC, Carmel-by-the-Sea, 93921, attention: City Clerk's Office.

Full Name Phillip C Pardue Date February 24, 2025
Residence Address [REDACTED] City Carmel Zip 93923
Mailing Address [REDACTED] City Carmel Zip 93923
E-Mail [REDACTED] Phone [REDACTED]

Board or Commission Selection:

You may apply for more than one Board or Commission. Please note, however, that members shall not serve simultaneously on more than one Council-appointed Board or Commission.

Building Code Board of Appeals (meets on an as-needed basis)	
Community Activities Commission (meets second Tuesday of each month at 9:30 a.m.)	
Forest & Beach Commission (meets second Thursday each month at 2:30 p.m., Tour of Inspection at 1:30 p.m.)	
Harrison Memorial Library Board of Trustees (meets fourth Wednesday of each month at 9:00 a.m.)	X
Historic Resources Board (meets third Wednesday of each month at 4:00 p.m.)	
Planning Commission (meets second Wednesday of each month at 4:00 p.m., Tour of Inspection at 2:00 p.m.)	

1) Will you be available to attend board/commission meetings regularly? Yes X No

2) How long have you lived in Carmel-by-the-Sea? 8 years in Shpere of Influence

- 3) All members of boards and commissions are subject to the Conflict of Interest laws of the State of California and are required to submit a Form 700 Statement of Economic Interests, within 30 days of assuming office. Form 700 must be filed annually thereafter, and within 30 days of leaving office as well.

In accordance with Assembly Bill (AB) 1234 and AB 1661 appointed members are required to attend Public Service Ethics Training and Harassment Prevention Training upon appointment and every two years thereafter.

Do you agree to file all required statements and complete training in a timely manner as prescribed by law or the City's Conflict of Interest Code? Yes X No

4) Reason for Interest in the Position:

At a time when Public Libraries are under increasing pressure to justify their existence, the Harrison Memorial Library remains an intellectual hub in our community and serves as a much needed social center of focus for a significant segment of our residents. Where else can you walk through stacks of publications and discover new interests in the very next book, magazine, newspaper, library programs or lecture series. This is not to say that the Harrison Memorial Library should not change with the times and provide increased online access, just that with careful management and oversight the best of both worlds can be achieved.

5) Please list any relevant qualifications or experience you possess that would enhance the mission and goals of the board(s) or commission(s) for which you are applying:

Eight years on the Carmel Library Board of Trustees that included terms as Treasurer, Vice President and President during the COVID Pandemic. Prior to joining the Board of Trustees over 11 years experience leading and participating in teams conducting Navy and Joint Analysis. A proven record of achieving the highest levels of productivity and efficiency. An experienced manager and effective communicator with exceptional organizational skills. Experience includes: Coordinated the workload for and managed the execution of a diverse group of analytic teams on issues ranging from supply chain logistics, fleet readiness, and shore infrastructure to energy and environmental regulations; Manpower Analyst for the Chief of Naval Personnel Command; Established and led a cost/budget cell to provide rapid and accurate capabilities vs. cost vs risk analysis.

While at Johns Hopkins University Applied Physics Laboratory continued to manage the design, quality of work, and budget execution of numerous analytic studies over the past 14 years.

6) Please list any local area associations, boards, commissions, foundations, or companies in which you have an investment, or serve as an officer or director:

None.

7) Education:

Institution	Course of Study	Degree Year(s)
Vanderbilt University	B.S. Engineering	1983
Naval Postgraduate School	M.S. Operations Research	1990

8) Employment Experience (start with most recent):

Organization: Johns Hopkins University Applied Physics Library	
Position: Program Manager, Program Area Manager, Acting Mission Area Executive	Year: Sep 2011 - Present
Organization: Rand Corporation	
Position: Adjunct Staff — Research on the Life Cycle Cost of US Naval Vessels	Year: Dec 2016 - Aug 2018
Organization: U.S. Navy	
Position: Surface Warfare Officer	Year: 1983-2011

9) Prior public service, civic or volunteer activities:

Organization: California State Parks Monterey District	
Position: Docent for Point Sur Light Station and NAVFAC	Year: 2025 - Present
Organization: Rotary — Carmel Valley Chapter	
Position: Member	Year: 2024 - Present
Organization:	
Position:	Year:



Signature

February 24, 2025

Date

Citizen knowledge, interest and participation are vital ingredients to the delivery of high-quality public services. The richness that comes from citizens serving in advisory roles to the City Council contributes to making Carmel by the Sea the special place it is.

The City of Carmel-by-the Sea thanks you for your interest in serving on a City board or commission!

**CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL**

RESOLUTION NO. 2025-051

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
RATIFYING APPOINTMENTS TO THE COMMUNITY ACTIVITIES COMMISSION, HARRISON
MEMORIAL LIBRARY BOARD OF TRUSTEES, HISTORIC RESOURCES BOARD, AND
FOREST AND BEACH COMMISSION**

WHEREAS, City Boards and Commissions perform a valuable service by providing means by which the City Council can obtain advice, opinions, and recommendations of City residents and other members of the community; and

WHEREAS, terms of Board and Commission members are staggered, with no more than 2 members per board or commission having terms expiring within the same year; and

WHEREAS, between the period of February 13 and May 2, 2025, the City advertised and invited applications from the public for various boards and commissions; and

WHEREAS, during the application period the City received several qualified applications; and

WHEREAS, the Ad Hoc Committee, consisting of Mayor Byrne and Mayor Pro Tempore Delves conducted interviews and considered all applications received; and

WHEREAS, the Ad Hoc Committee is appreciative of all individuals who filled out an application and participated in the interview process, and after careful deliberation, have determined the most qualified applicants for appointment.

**NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF
CARMEL-BY-THE-SEA DOES HEREBY:**

Appoint the following individuals to serve on the following City Boards and Commissions with terms beginning June 3, 2025:

Community Activities Commission:

- Ellen Martin (term ending May 30, 2029)
- Jeff Meacham (term ending May 30, 2029)
- Judy Refuerzo (term ending May 30, 2028)
- Maria Ruess (term ending May 30, 2028)
- Kati Enea (term ending May 30, 2027)

Harrison Memorial Library Board of Trustees:

- Donna Jett (term ending May 30, 2028)

Historic Resources Board:

- Bobbie Voris (term ending May 30, 2029)

Forest and Beach Commission:

- Harry Ross (term ending May 30, 2029)

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-
THE-SEA this 2nd day of June, 2025, by the following vote:**

AYES: Councilmembers Baron, Buder, and Dramov

NOES: Mayor Pro Tem Delves, Mayor Byrne

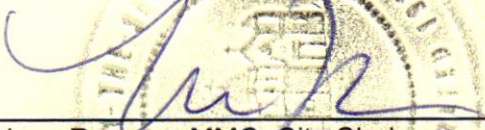
ABSENT: None

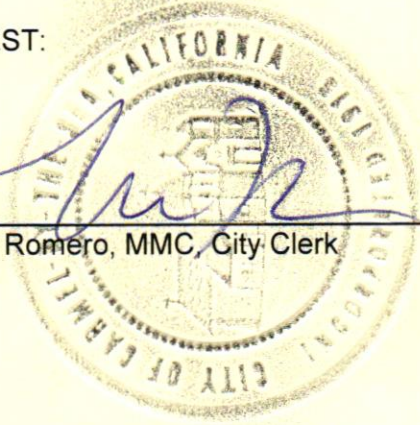
ABSTAIN: None

APPROVED:


Dale Byrne, Mayor

ATTEST:


Nova Romero, MMC, City Clerk



C89-06

CITY OF CARMEL-BY-THE-SEA POLICY AND PROCEDURE

Subject: Appointments to Boards and Commissions	Policy/Procedure No: C89-06
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Effective Date: 1 October 1988	Authority: Resolution No. 88-47
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Purpose:

To provide guidelines for appointments to Boards and Commissions.

Policy/Procedure:

As set forth fully in the policy document attached.

Responsible Party:

City Clerk

Department of Origin:

Administration

Revision Dates:

4 April 1989 (Resolution No. 1989-33)
 7 May 1991 (Resolution No. 91-46) (Resolution No. 1986-27)
 1 October 1991 (Minute Motion)
 5 November 1991 (Resolution No. 91-103)
 4 April 1995 (Resolution No. 95-34)
 9 September 1997 (Resolution No. 97-97)
 5 December 2000 (Resolution No. 2000-143)
 2 March 2009 (28 October 2008 Council Retreat)
 4 May 2021 (Resolution 2021-014)

City Administrator Approval of Departmental Policies: 12/2000

Rescinded Date:

C89-06

POLICY C89-06

APPOINTMENT TO COMMISSIONS, BOARDS, COMMITTEES

Appointment to all City Boards, Commissions and Committees are established by the City's Municipal Code as Mayoral appointments with confirmation by the City Council.

Posting and Notification of Vacancies

State law requires an annual posting prior to December 31 of all appointive terms on Boards, Commissions and Committees which are scheduled to expire within the upcoming year. The notice shall not be removed until these vacancies have been filled. State law requires unscheduled vacancies (resignation, etc.) to be publicly noticed within 20 days after the occurrence of the vacancy and prohibits appointment to the vacancy within 10 days of the public notice.

1. The City Clerk shall maintain all applications for appointive positions pursuant to the City's adopted retention schedule. All applications must be made on a form provided by the City Clerk. Interested applicants must reapply.
2. Notice shall be sent to each current Board/Commission/Committee member whose term is set to expire in May. Those Commission/Board members who wish to be reappointed must reapply by a date certain.
3. The City Clerk shall notify the Mayor, Mayor Pro Tempore, members of Council, the chairpersons of Boards/Commissions, and appropriate department directors of upcoming vacancies.
4. A subcommittee, comprised of the Mayor and Mayor Pro Tempore, shall review all applications and interview each prospective member.
5. The City Clerk shall advertise in the *Carmel Pine Cone* seeking applications from the general public. The Clerk shall establish a deadline for applications to be received. Following the deadline, copies of these applications shall be provided to the subcommittee of the Mayor and Mayor Pro Tempore for their review.
6. The subcommittee shall notify the City Clerk in sufficient time to place the nominees on a City Council agenda for ratification by the Council.

C89-06

7. Pursuant to the Municipal Code, appointments shall be ratified by at least three of the five members of the City Council.
8. The Mayor, Mayor Pro Tempore or the City Clerk shall notify each appointee of the City Council's action. The Clerk shall provide each appointee with the process for filing a Statement of Economic Interest, Form 700.
9. All new appointees shall receive a Handbook for New Commission/Board/Committee Members.
10. The City Clerk shall notify all new appointees of the date and time to attend a presentation regarding the Brown Act and other training as needed.
11. Each department subsequently will arrange a full departmental orientation meeting, including review of the individual's own orientation handbook. This is the handbook that expands upon the information contained in the Citywide commissioner handbook.

Unscheduled Vacancies:

1. All resignations shall be in writing and filed with the City Clerk, who will distribute it to the affected parties. A Notice of Unscheduled vacancy will not be posted until such a written resignation is received.
2. No appointment shall be made until 10 days after the public Notice of Unscheduled Vacancy.
3. The City Clerk shall advertise in the *Carmel Pine Cone* seeking applications from the general public. The Clerk shall establish a deadline for applications to be received. Following the deadline, copies of these applications shall be provided to the subcommittee of the Mayor and Mayor Pro Tempore for their review.
4. The Mayor and Mayor Pro Tempore, shall review all applications, including those received for the most recent annual recruitment and interview each new applicant.
5. Steps 6-11 above will be followed with regard to appointing individuals to unscheduled vacant positions.

Oath of Office:

The City Clerk shall administer the Oath of Office as soon as possible following the Council meeting when they are confirmed and prior to attending the first Commission/Board meeting.



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

July 1, 2025
ORDERS OF BUSINESS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Brian Pierik, City Attorney
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2025-063 Professional Services Agreement with Moore Ruble Yudell Architects for the Centennial Restoration of the Harrison Memorial Library (Estimated time - 30 min)

RECOMMENDATION:

Adopt Resolution 2025-063 approving a Professional Services Agreement with Moore Ruble Yudell Architects for the Centennial Restoration of the Harrison Memorial Library.

BACKGROUND/SUMMARY:

I. AGREEMENT WITH CARMEL PUBLIC LIBRARY FOUNDATION

On March 20, 2025, the Library Board reviewed a Draft Agreement with the Carmel Public Library Foundation Regarding Harrison Memorial Library Centennial Restoration ("Project"). A copy of the Staff Report for the March 20, 2025 Library Board meeting is **Attachment 2**. The Library Board took action at its March 20, 2025 recommending that the City Council approve the Agreement with the Carmel Public Library Foundation. Funding for the architectural services and the construction of the Project will be provided by the Carmel Public Library Foundation ("Foundation"). Pursuant to the Agreement, funding for the architectural services and the construction of the Project will be provided by the Carmel Public Library Foundation ("Foundation").

On April 1, 2025, the City Council unanimously approved the Agreement with the Foundation and that Agreement has now been fully executed.

The Project is intended to provide seismic, accessibility, technology and systems upgrades for the Harrison Memorial Library. It is staff's understanding that the estimated Project costs including Architect Services and Construction Costs will be in the range \$15 million to \$20 million. However, a Construction Contractor has not been selected at this time, so the Project costs are not known. The Architect will be requested to prepare an estimate of the probable cost of construction which will help inform the Construction Costs, but the bids the City receives for the Construction work could be less, or more, than the estimate.

II. REQUEST FOR PROPOSAL FOR ARCHITECTURAL SERVICES

January 8, 2024: A Staff Report was presented to the Council with a proposed Resolution reaffirming the

City's public-private partnership with the Carmel Public Library Foundation. At that meeting, the Council adopted Resolution No. 2024-02 A Resolution of the City Council of the City of Carmel-by-the-Sea Reaffirming the City's Public-Private Partnership with the Foundation.

July 8, 2024: A Staff Report was presented to the Council to receive and review the Request for Proposal for Architectural Services for the Harrison-Memorial Library. The City Council approved a Motion for Library Director Wright to return in August with a list of the Library Master Plan RFP evaluators, amend the RFP specifically in the criteria section calling out the necessity of a library consultant for the Project, and an agreement between the City and the Foundation outlining the Project funding obligations for Council approval.

August 6, 2024: A Staff Report was presented to the Council to Review the Request for Proposals (RFP) for Architect Services for the renovation of the Harrison Memorial Library and the list for the Architect Selection Committee. The Council approved a Motion to release the RFP for Architect Services for the renovation of the Harrison Memorial Library; approve the list of 19 people on the Architect Selection Committee; that the Foundation will enter into an agreement with the City to secure funding for the Project once the architect is selected; and acknowledge that the Foundation has committed to funding \$250,000 towards the initial architectural services agreement.

August 8, 2024: Request for Proposals for Architectural Services For The Harrison Memorial Library Renovation Project (RFP) was issued by the City. The City received six Proposals in response to the RFP.

The Proposals received by the City for architectural services in response to the RFP were thoroughly reviewed by the Architect Selection Committee consisting of 19 members with backgrounds in architecture, interior design, and local history which unanimously recommended that the City Council approve entering into negotiations with Moore Ruble Yudell Architects.

III. PROPOSED AGREEMENT WITH MOORE RUBLE YUDELL ARCHITECTS

Moore Ruble Yudell Architects has extensive experience with historic renovations and with designing libraries as described in the November 1, 2024 letter from Buzz Yudell to the City (**Attachment 3**):

“Deep experience in historic renovations

For over forty years we have completed a wide array of renovations and restorations of important historic architecture. These have included award winning libraries in Tacoma, Los Angeles, and Berkeley as well as many civic and educational buildings which were essential to their communities. In each case, a legacy building was revitalized to become a treasured focus of civic life. As a member of the Society of Architectural Historians, I have had a longstanding commitment to the preservation and renewal of our cultural legacy. As a Trustee of the British Architecture Library Trust, I have been able to support the world's pre-eminent collection of architectural books, drawings, and ephemera, assisting with outreach, fundraising and the dissemination of the collection.

Library, Civic and Cultural Projects

Our expertise includes some twenty library projects as well as scores of civic and cultural projects. As the role of libraries in communities evolves, civic, cultural, and educational programs increasingly inform libraries as the centers of community life and learning.”

The Proposed Professional Services Agreement with Moore Ruble Yudell (“MRY”) Architects for the Centennial Restoration of the Harrison Memorial Library (“Agreement”) is **Attachment 4** to this Staff Report.

The Agreement includes the terms under which MRY will provide the Scope of Services as described in Section 1 A of the Agreement which will include, among other services, concept and program validation, schematic design, design development, construction documents and permit support, construction bid support, construction observation, the Architect's Certificate for Payment (as defined below), post-occupancy review and addressing matters relating to seismic, accessibility, technology and systems upgrades.

The Foundation will be funding the cost of the services of MRY. There will be three phases for the services by MRY which include:

- Phase One: Cost for Schematics/Conceptual Design and Community Engagement
- Phase Two: Design Development, Engineering and Construction Drawings/Documents and specifications; estimate of probable cost of construction.
- Phase Three: Support and consultation during construction.

The Fixed Fee for each of the Phases will not exceed the Total Amount for Phase One (\$515,627), for Phase Two (\$1,081,492) and for Phase Three (\$630,014). In addition to the Fixed Fee, the MRY shall be entitled to compensation for those Supplemental and Optional Services pre-approved in Exhibit C to the Agreement and compensation for Additional Services, if any, in the manner described in the Agreement.

IV. RECOMMENDATION

At its Special Meeting held June 24, 2025 the Library Board of Trustees reviewed the Professional Services Agreement and unanimously voted to recommend that the City Council approve the Proposed Professional Services Agreement with Moore Ruble Yudell Architects for the Centennial Restoration of the Harrison Memorial Library.

FISCAL IMPACT:

No direct fiscal impact for this action as the cost for the services of Moore Ruble Yudell Architects will be funded by the Carmel Public Library Foundation.

PRIOR CITY COUNCIL ACTION:

ATTACHMENTS:

Attachment 1) Resolution 2025-063

Attachment 2) Staff Report to Library Board of Trustees for March 20, 2025

Attachment 3) Letter from Buzz Yudell to the City dated November 1, 2024

Attachment 4) Professional Services Agreement with Exhibits

**CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL**

RESOLUTION NO. 2025-063

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A PROFESSIONAL SERVICES
AGREEMENT WITH MOORE RUBLE YUDELL ARCHITECTS FOR THE CENTENNIAL
RESTORATION OF THE HARRISON MEMORIAL LIBRARY**

WHEREAS, on April 1, 2025, the City Council of the City of Carmel-by-the-Sea ("City") approved an Agreement with the Carmel Public Library Foundation ("Foundation") regarding the Centennial Restoration of the Harrison Memorial Library Project ("Project"); and

WHEREAS, funding for the architectural services and the construction of the Project will be provided by the Foundation; and

WHEREAS, on August 8, 2025, Request for Proposals for Architectural Services For The Harrison Memorial Library Renovation Project (RFP) was issued by the City and the City received six Proposals in response to the RFP; and

WHEREAS, the Proposals received by the City for architectural services in response to the RFP were thoroughly reviewed by the Architect Selection Committee consisting of 19 members with backgrounds in architecture, interior design, and local history which unanimously recommended that the City Council approve entering into negotiations with Moore Ruble Yudell Architects; and

WHEREAS, for over forty years Moore Ruble Yudell Architects has completed a wide array of renovations and restorations of important historic architecture; and

WHEREAS, Moore Ruble Yudell Architects has substantial expertise with designing libraries including some twenty library projects as well as scores of civic and cultural projects; and

WHEREAS, at its meeting on June 24, 2025, the Harrison Memorial Library Board of Trustees recommended that the City Council approve the Proposed Professional Services Agreement with Moore Ruble Yudell Architects for the Centennial Restoration of the Harrison Memorial Library.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA DOES HEREBY:

Authorize the City Administrator to execute a Professional Services Agreement With Moore Ruble Yudell Architects for the Centennial Restoration Of The Harrison Memorial Library.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 1st day of July, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dale Byrne, Mayor

Nova Romero, MMC, City Clerk



CITY OF CARMEL-BY-THE-SEA HARRISON MEMORIAL LIBRARY BOARD Staff Report

**March 20, 2025
ORDERS OF BUSINESS**

TO:	Harrison Memorial Library Board of Trustees
SUBMITTED BY:	Brian Pierik, City Attorney
SUBJECT:	Discuss Draft Agreement with Carmel Public Library Foundation Regarding Harrison Memorial Library Centennial Restoration ("Project") and provide comments to City Council.

RECOMMENDATION:

Discuss Draft Agreement with Carmel Public Library Foundation Regarding Harrison Memorial Library Centennial Restoration ("Project") and provide comments to City Council.

BACKGROUND/SUMMARY:

I. HARRISON MEMORIAL LIBRARY

Library service in Carmel-by-the-Sea began in 1906, when the Carmel Free Library Association began lending books from a little redwood building. For a fee of one dollar per year, people could borrow any one of 500 books from the Association's "Reading Room" heated by a wood burning stove.

The Harrison Memorial Library building opened in 1928 and was built by local contractor M.J. Murphy with input from California architect Bernard Maybeck, and financed by a bequest from Ella Reid Harrison as a memorial to her husband, California Supreme Court Justice Ralph Chandler Harrison.

The Library has had two additions: one in 1949, followed by another expansion in the 1970's. In 1988, the Crocker Bank located on the corner of Mission Street and 6th Avenue, 3 blocks away from the Harrison Library was purchased by Mayor Clint Eastwood to serve as the Children's Library and Local History repository.

The Library is a City Department and as such adheres to all City policies and procedures. The Library is governed by the Harrison Memorial Library Board of Trustees, appointed by the City Council, who approve the annual operating budget, approve and enforce library specific policies, have oversight of both Library facilities.

The Library has three funding sources: (1) The City of Carmel-by-the-Sea which funds staff salaries and building maintenance for both library buildings; (2) The Friends of Harrison Memorial Library which formed in 1971 and raises funds to support operations; and (3) The Carmel Public Library Foundation which was established in 1990 and provides for the majority of the Library's operating budget and additional special projects from time to time.

II. CARMEL PUBLIC LIBRARY FOUNDATION

The Carmel-By-The-Sea Public Library Foundation ("Foundation") was established in 1989 with the mission to keep the library open, relevant and thriving and to ensure free library service in perpetuity by providing funding for books, materials, programs, equipment and services.

In 1992, the City recognized the Carmel Public Library Foundation as an official City Support Group which are defined in Policy C89-47 as "associations of individuals who have voluntarily joined together in a unit whose sole or primary purpose is to provide assistance – monetary, social, cultural or otherwise – but not political – to the City or one of its departments."

Over time, the Foundation, in collaboration with the City and the Harrison Memorial Library Board of Trustees, has played a significant role in nurturing a thriving public library. This partnership has been crucial in meeting the diverse informational, educational, and cultural needs of Carmel's residents.

Additionally, the Foundation has funded special projects such as the Gathering Place project which provided a free meeting space for the community for the first time in many years (Cost estimated at approximately \$400,000) and Park Branch lobby renovation project (Cost estimated at approximately \$40,000 with contributions from the Rotary Club).

The Foundation is currently proposing to fund the Harrison Memorial Library Centennial Restoration Project ("Project"). The Project is intended to provide seismic, accessibility, technology and systems upgrades for the Harrison Memorial Library. It is staff's

understanding that the estimated Project costs including Architect Services and Construction Costs will be in the range \$15 million to \$20 million. However, the City has not entered into a contract with the Architect or the Construction Contractor so the Project costs are not known at this time. The Architect will be requested to prepare an Engineer's estimate which will help inform the Construction Costs, but the bids the City receives for the Construction work could be less, or more, than the Engineer's estimate.

III. CITY COUNCIL ACTIONS

January 8, 2024: A Staff Report was presented to the Council with a proposed Resolution reaffirming the City's public-private partnership with the Carmel Public Library Foundation. At that meeting, the Council adopted Resolution No. 2024-02 A Resolution of the City Council of the City of Carmel-by-the-Sea Reaffirming the City's Public-Private Partnership with the Carmel Public Library Foundation (Attachment 1).

July 8, 2024: A Staff Report was presented to the Council to receive and review the Request for Proposal for Architectural Services for the Harrison-Memorial Library. The City Council approved a Motion for Library Director Wright to return in August with a list of the Library Master Plan RFP evaluators, amend the RFP specifically in the criteria section calling out the necessity of a library consultant for the Project, and an agreement between the City and the Foundation outlining the Project funding obligations for Council approval.

August 6, 2024: A Staff Report was presented to the Council to Review the Request for Proposals (RFP) for Architect Services for the renovation of the Harrison Memorial Library and the list for the Architect Selection Committee. The Council approved a Motion to release the RFP for Architect Services for the renovation of the Harrison Memorial Library; approve the list of 19 people on the Architect Selection Committee; that the Foundation will enter into an agreement with the City to secure funding for the Project once the architect is selected; and acknowledge that the Foundation has committed to funding \$250,000 towards the initial architectural services agreement.

August 8, 2024: Request for Proposals for Architectural Services For The Harrison Memorial Library Renovation Project (RFP) was issued by the City. The City received six Proposals in response to the RFP. The City has not entered into a contract with any of the Proposers who responded to the RFP pending the City and Foundation entering into an Agreement as directed by the City Council on July 8, 2024.

February 4, 2025: A Staff Report was presented to the Council for discussion of a Draft Agreement presented by the Foundation regarding the Project. At that meeting, the Council gave direction regarding proposed revisions to the Draft Agreement to be discussed with the Foundation.

IV. DRAFT AGREEMENT REGARDING HARRISON MEMORIAL LIBRARY CENTENNIAL RESTORATION PROJECT

Since the City Council meeting on February 4, 2025, as directed by the City Council, there have been discussions with the Foundation regarding revisions to the Draft Agreement.

Attached is a revised Draft Agreement with the Foundation (Attachment 2). This Draft Agreement with the Foundation includes provisions regarding contract administration, approval processes, funding for the services of the Architect, funding for the Construction Contractor and other terms.

This Draft Agreement addresses the issues that were present in the previous Draft Agreement that was presented to the Council at its meeting on February 4, 2025.

V. RECOMMENDATION

Discuss the proposed Draft Agreement between the City and the Foundation regarding the Project and provide comments to the City Council which can be conveyed by staff to the City Council for its meeting on April 1, 2025.

FISCAL IMPACT:

No direct fiscal impact for this action.

ATTACHMENTS:

[Attachment 1 - Council Resolution 2024-002 A Resolution of the City Council of the City of Carmel-by-the-Sea Reaffirming the City's Public-Private Partnership with the Carmel Public Library Foundation.](#)

[Attachment 2 - Draft Agreement with Carmel-by-the-Sea Public Library Foundation](#)

November 1, 2024

Nova Romero, City Clerk
P.O. Box CC
Carmel-by-the-Sea, CA 93921

Re: RFP #2024-25-001, Architectural Services for The Harrison Memorial Library Renovation Project

The Harrison Memorial Library is a vibrant focus of the cultural life of Carmel and the region, with a unique historic legacy. The renovation presents a transformative opportunity to respect that legacy while renewing the library for the next century. The much-needed attention to seismic, accessibility, technology, and systems upgrades will enable the staff to expand the library's effectiveness as an irreplaceable resource for the community, welcoming and serving all ages and backgrounds.

Carmel as a local and global center for arts and culture

Carmel's history as a center for the arts and culture dates to the early 1900's. Its natural beauty and commitment to harmony with nature have always been central to its ethos. All of this has combined to make Carmel a local, regional, and global magnet. The Carmel Public Library has been an essential part of cultural life and civic dialogue throughout the city's history. The Harrison Memorial Library perfectly expresses the values of the city, with its beautifully conceived and crafted architecture, its connection to the landscape and its intimate but welcoming environment.

It is this combination of architectural, cultural, civic, and environmental richness that informs our team's deep enthusiasm and commitment to the goals of your project. We have regional and global experience which can bring sensitivity to the historic legacy and to the seamless integration of modern technology and systems.

Deep experience in historic renovations

For over forty years we have completed a wide array of renovations and restorations of important historic architecture. These have included award winning libraries in Tacoma, Los Angeles, and Berkeley as well as many civic and educational buildings which were essential to their communities. In each case, a legacy building was revitalized to become a treasured focus of civic life. As a member of the Society of Architectural Historians, I have had a longstanding commitment to the preservation and renewal of our cultural legacy. As a Trustee of the British Architecture Library Trust, I have been able to support the world's pre-eminent collection of architectural books, drawings, and ephemera, assisting with outreach, fundraising and the dissemination of the collection.

Library, Civic and Cultural Projects

Our expertise includes some twenty library projects as well as scores of civic and cultural projects. As the role of libraries in communities evolves, civic, cultural, and educational programs increasingly inform libraries as the centers of community life and learning.

Partners

John Ruble FAIA
Buzz Yudell FAIA

Principals

Christopher Chan AIA
Jeanne Chen FAIA
Christopher Hamilton Assoc AIA
Neal Matsuno FAIA
James Mary O'Connor FAIA
Sharlene Silverman Assoc AIA
Mario Violich FAIA, ASLA

Educational expertise

We have a passion for educational projects at all levels from K-12 to community colleges and public and private universities. As global leaders in state-of-the-art learning environments, we have been able to cross-fertilize best practices across building types and communities. A deep understanding of emerging technologies, pedagogies, life-long learning, and hybrid learning has been central to informing our work with libraries.

A commitment to Carmel and the community

I have been deepening my roots in Carmel for several decades, enhanced by close friendships with many long-term residents and community leaders. Since 2010, my wife Tina Beebe, designer and painter, and I have been homeowners, committed to spending increasing amounts of time in this exceptional community. It would be an honor and pleasure to have the opportunity to contribute to this community by working with stakeholders on the Harrison Memorial Library renovation.

A proven team which is ready and committed

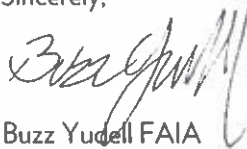
We thrive on civic projects with a historic legacy and an engaged community. We are proud of our proven record of transformative and inspirational projects achieved on budget and schedule. We have assembled a team with deep relevant experience and unbounded enthusiasm.

I will be the Design Partner for Moore Ruble Yudell. I will work in close collaboration with Chris Hamilton as Principal-in-Charge, Clover Linné as Project Manager, and Kaoru Orime as Project Designer. We are nearing completion on the very sensitive renovation of the 1929 UCLA Powell Library historic main library. This technically complex and aesthetically sensitive project is tracking under budget. It represents an extension of our original renovation of 1987. The four of us are available to begin work with you immediately on the Harrison Memorial Library.

Our consultants bring a wide range of relevant regional experience, with deep expertise in library, historic renovation, and civic projects. Their combined expertise includes successful work with Maybeck's architecture and familiarity with Carmel and its library system.

Our team of committed leaders and experts shares my enthusiasm for the unique opportunities of your project and would all be ready to move forward expeditiously and with passion on this legacy project. Our proposal is based on our understanding of your Request for Proposal, inclusive of Addendums 1-3. We would be delighted to have the opportunity to discuss your vision and goals for the Harrison Memorial Library project. Please feel free to contact me by telephone at 310-450-1400 ext. 218, or by email at byudell@mryarchitects.com or Chris Hamilton at chamilton@mryarchitects.com. Thank you for considering Moore Ruble Yudell for this unique project.

Sincerely,



Buzz Yudell FAIA
Partner

6-17-25 DRAFT

PROFESSIONAL SERVICES AGREEMENT
for the
Centennial Restoration of the Harrison Memorial Library

This Professional Services Agreement for the Centennial Restoration of Harrison Memorial Library ("Agreement") is entered into by and between the City of Carmel-By-The-Sea, a municipal corporation, (hereinafter "City"), and Moore Ruble Yudell (hereinafter "Consultant"), collectively referred to herein as the "Parties". This Agreement shall be effective on the date the Agreement has been signed by all Parties ("Effective Date").

WHEREAS, the City is the owner of the Harrison Memorial Library ("Library"); and

WHEREAS, the City has entered into an agreement with the Carmel-by-the-Sea Public Library Foundation ("Foundation"), a California Nonprofit Corporation, which provides that the Foundation will fundraise to support the restoration and rehabilitation of the Library (the "Foundation Agreement"); and

WHEREAS, the agreement between the City and the Foundation provides that the City and the Foundation shall both have approval rights in connection with those aspects of the Project (as defined in Section 1.A. below) which approval rights include, without limitation, approval over the project design, changes in project design, the terms, covenants and conditions of this Agreement, the estimate of probable cost of construction to be obtained by the Consultant, phases for construction work if found feasible by the Consultant, the convening of community engagement meetings during Phase One of the Consultant's services, final design and schematics, the Consultant's deliverables throughout each phase of the Project, planning and permit applications and submittals to the City's Community Planning and Building Department, the Historic Resources Board, the Planning Commission and the City Council, any modifications to City applications and submittals, communications and public relation protocols, the Project schedule for Consultant services, and as elsewhere provided in this Agreement and the Foundation Agreement; and

WHEREAS, the City wishes to engage Consultant to perform the services required by this Agreement; and

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

WHEREAS, Consultant represents that it is trained, experienced and competent and holds the necessary licenses and certifications, through its own forces or the use of approved subconsultants, to perform the services required by this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows:

1. SERVICES

- A. **Scope of Services.** Consultant agrees to provide to the City, as the scope of services (“Scope of Services”) under this Agreement, the following: Architectural Services relating to the Centennial Restoration of the Harrison Memorial Library (“Project”). The Scope of Services will include concept and program validation, schematic design, design development, construction documents and permit support, construction bid support, construction observation, the Architect’s Certificate for Payment (as defined below), post-occupancy review and addressing matters relating to seismic, accessibility, technology and systems upgrades and is described in the Consultant Proposal which is attached hereto as Exhibit “A” and is hereby incorporated by this reference and the preparation of the estimates of probable cost of construction as described in Section 2.G of this Agreement .

The Scope of Services under this Agreement shall include, but is not limited to, a project description, project phases, task descriptions, identification of key personnel, identification of subconsultants, their key personnel and general description of services that will be performed, as further set forth in this Agreement and attachments hereto. Consultant agrees to all of the following:

- i. Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculations, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary to perform the services required of Consultant under this Agreement.
- ii. Consultant’s designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in the Proposal attached as Exhibit “A” as set forth in the letter from Buzz Yudell to the City dated November 1, 2024.
- iii. Consultant must make every reasonable effort to maintain the stability and continuity of Consultant’s key personnel and subcontractors, if any, listed in Exhibit A to perform the services required under this Agreement. Consultant must notify City and obtain City’s written approval with respect of any changes in key personnel prior to the performance of any services by replacement personnel.
- iv. Consultant must obtain City’s prior written approval before utilizing any subcontractors to perform any services under this Agreement. This written approval must include the identity of the subcontractor and the terms of compensation.
- v. Consultant represents that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant must employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

- vi. City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. Acceptance of any of Consultant's work by City will not constitute a waiver of any of the provisions of this Agreement.
- vii. The Consultant must maintain its work on site, if any, in a safe condition, free of hazards to persons and property resulting from its operations.

B. Change Orders.

- i. Agreements and Change Orders exceeding Fifty-Nine Thousand Nine Hundred and Ninety-Nine Dollars (\$59,999.00) require City Council approval to be valid.
- ii. The City and the Foundation may order changes to the Scope of Services described in Section 1 A, Consultant's Proposal (Exhibit "A"), Cost Proposal (Exhibit "B") and the Supplemental and Optional Services listed in Exhibit "C" after execution of this Agreement without invalidating this Agreement., consisting of additions, deletions, or other revisions including but not limited to those Additional Services set forth below, and the compensation to be paid Consultant and schedule will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and City. The cost or credit to City resulting from changes in the services will be determined by the written agreement between the parties. However, any increase in compensation beyond the Fixed Fee approved by the City Council must be authorized in advance by the City Council and the Foundation and any service provided by Consultant in the absence of such approval are at Consultant's sole risk.
- iii. Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Scope of Services or otherwise required by this Agreement, unless such additional services are authorized in advance and in writing by City and the Foundation.
- iv. If Consultant believes that additional services are needed to complete the Scope of Services, Consultant will provide the City Project Manager and Foundation Representative with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.
- v. Additional Services include but are not limited to the following:
 - a. Additional Services necessitated by a material change in the information set forth in the City's Request for Proposal, Section 1 A, Consultant's Proposal (Exhibit "A"), Cost Proposal (Exhibit "B") and the Supplemental and Optional Services listed in Exhibit "C," previous instructions or approvals given by the City and Foundation, or a material change in the Project including change in size, quality, complexity, or the Project schedule;
 - b. Additional Services necessitated by an extension of time to complete a phase of work set forth in the Proposal, when not caused by the Consultant or Subconsultants;
 - c. Additional Services not included in the Scope of Services requested by City and Foundation while the Project is between phases;

- d. Additional Services necessitated by the enactment or revision of codes, laws, or regulations, or by official reinterpretations thereof, including changing or editing previously prepared and approved Project documents;
- e. Additional Services necessitated by failure of the City and Foundation to provide Consultant with a Material Decision (as said term is hereinafter defined) within a reasonable amount of time after the request of the Consultant. The term Material Decision shall be a response from the City and Foundation to a question from the Consultant regarding a material design issue that requires a decision from the City and Foundation before the Consultant can proceed with services provided pursuant to this Agreement.
- vi. Consultant understands that there may be planned pauses between the phases of work. A pause or suspension of work between phases that extends beyond 12 months shall entitle the Consultant to a mutually agreeable and equitable adjustment in the remaining compensation and schedule, or termination according to the terms of Article 14 D, at the sole election of Consultant.

C. Familiarity with Services and Site.

- i. By executing this Agreement, Consultant represents that Consultant:
 - a. has thoroughly investigated and considered the Scope of Services to be performed;
 - b. has carefully considered how the services should be performed;
 - c. understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement; and
 - d. possesses the licenses required under local, state or federal law to perform the services contemplated by this Agreement, through its own forces or the use of approved subconsultants, and will maintain the required licenses during the performance of this Agreement.
- ii. If services involve work upon any site, Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing its services. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform City of such fact and will not proceed except at Consultant's own risk until written instructions are received from City.

2. COMPENSATION

- A. **Total Fee.** Subject to any limitations set forth in this Agreement, and as described in Consultant's Cost Proposal attached as Exhibit B, the City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, a fixed fee (the "Fixed Fee"), which Fixed Fee shall include all fees of the Consultant and approved subconsultants. The Fixed Fee for each of the Phases will not exceed the Total Amount for Phase One (\$515,627), for Phase Two (\$1,081,492) and for Phase Three (\$630,014).

The Fixed Fee for each of the Three Phases of the Project are as follows.

Phase One: Cost for Schematics/Conceptual Design and Community Engagement:

SERVICES	CONCEPT	SCHEMATIC	Total
Basic	\$173,258	\$258,379	\$431,637
Specialty (w/ Allowances)	\$ 25,520	\$ 58,470	\$ 83,990
TOTAL	\$198,778	\$316,849	\$515,627

Phase Two: Design Development, Engineering and Construction Drawings/Documents and specifications; estimate of probable cost of construction.

SERVICES	DESIGN DEVELOPMENT	CONSTRUCTION DOCUMENTS	Total
Basic	\$348,237	\$544,635	\$892,872
Specialty (w/ Allowances)	\$ 75,069	\$113,551	\$188,620
TOTAL	\$423,306	\$658,186	\$1,081,492

Phase Three: Support and consultation during construction.

SERVICES	BID SUPPORT	CONSTRUCTION OBSERVATION	Total
Basic	\$87,610	\$468,910	\$556,520
Specialty	\$12,411	\$ 61,083	\$73,494
TOTAL	\$100,021	\$529,993	\$630,014

The “Fixed Fee” under this Agreement includes, but is not limited to, fees for each phase and task, total fee, hourly rates and subconsultant mark-up rates. The use of subconsultants will not be considered a reimbursable expense, and such costs must be applied towards the Fixed Fee. Notwithstanding the foregoing, Consultant shall recommend a subconsultant to prepare a Historical Structures Report, the cost of which shall not be included in the Fixed Fee. The selection of the subconsultant to prepare the Historical Structures Report and the cost thereof shall be subject to the approval of the City and the Foundation.

The total Fixed Fee for each Phase of the Project is as follows:

Phase One: \$515,627

Phase Two: \$1,081,492

Phase Three: \$630,014

In addition to the Fixed Fee set forth above, the Consultant shall be entitled to compensation for those Supplemental and Optional Services pre-approved in Exhibit C, and approved in writing by the City and Foundation in the amounts set forth in Exhibit “C” attached hereto.

During the construction observation phase of the Project, the Consultant shall review and certify the amounts due the Contractor and shall issue certificates in such amounts (the “Architect’s

Certificate for Payment"). The Architect's Certificate for Payment shall be provided to the City Project Manager and the Foundation Representative as designated in Section 5 of this agreement and shall, when made, constitute a representation to the City and the Foundation, based on the Consultant's evaluation of the construction work and on the data comprising the Contractor's Application for Payment, that, to the best of the Consultant's knowledge, information and belief, the construction work has progressed to the point indicated, the quality of the construction work is in accordance with the contract documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the construction work for conformance with the contract documents upon substantial completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the contract documents prior to completion, and (4) specific qualifications expressed by the Architect.

The issuance of an Architect's Certificate for Payment shall not be a representation that the Consultant has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid to the Contractor.

The fee payable to the Consultant for the work associated with providing the Architect's Certificate for Payment shall be \$4,750 per each Architect's Certificate for Payment. When payment applications occur out of sequence with a normally scheduled site visit (either the 10 included in Consultant's Proposal or others subsequently authorized by Owner pursuant to Exhibit C) Consultant will certify payment applications without an additional or special site visit. Additional information, if any, required for certification will be coordinated with and provided by the City and/or Foundation's representative via photographs, on-site video calls with the Consultant, or similar methods of communication as appropriate for the information required.

Reimbursable expenses as described in Exhibit B, Consultant's Cost Proposal, are not included in the Fixed Fee and will be invoiced monthly.

Payment of any compensation to Consultant is contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If the City determines that the Services set forth in the written invoice have not been performed in accordance with the terms of this Agreement, the City is not responsible for payment until the Services have been satisfactorily performed.

The funding for this Project will be provided by the Foundation with fund raising on a best efforts basis. The Foundation is a third party beneficiary of the Agreement. Consultant and City shall obtain the Foundation's approval in connection with the matters specifically enumerated in Sections 1.A.iv (prior written approval before utilizing any subcontractors to perform any services under this Agreement), 1.B.ii (changes to the Scope of Services, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant), 4.B (Substitution of Employees and Subconsultants), 7.E.ix (right to terminate in the event Consultant does not maintain required insurance) 14.A (Termination for Cause or Default) and 14.B. (Termination for Convenience).

The Consultant understands and agrees that the Services for each Phase will not commence until the City has provided Consultant with a written notice to proceed for each Phase. There is no assurance that the City will issue any notices to proceed to the Consultant to commence Services for any of the Phases. There may be breaks in time between the Services for each Phase. Consultant shall not be entitled to additional compensation due to the breaks in time between Phases.

- B. **Invoicing.** Consultant must submit to the City monthly written invoices to the City's Project Manager and the Foundation Representative, identified in Section 5 below. Invoices must be prepared in a form satisfactory to the City, describing the services rendered and associated costs for the period covered by the invoice. The City will provide invoicing format upon request. Consultant may not bill the City for duplicate services performed by more than one person. Consultant's invoices must include, but are not limited to, the following information:
- i. Project Title, the City's Purchase Order number and City's Project Code(s) for each project;
 - ii. Invoice number and date;
 - iii. A brief description of services performed for each project phase and/or task relating to the Project;
 - iv. The budgeted amount for each phase, task and item, including the total amount, with the same for approved Change Orders, if any;
 - v. Amount invoiced to date divided by the agreed total compensation, expressed as a percentage, with the same for approved Change Orders, if any;
 - vi. The amount earned and invoiced to date for each phase, task and/or item, including the total amount, with the same for approved Change Orders, if any;
 - vii. The amount previously invoiced for each phase, task and/or item, including the total amount, with the same for approved Change Orders, if any;
 - viii. The amount due for the period covered by this invoice for each phase, task, and/or item, including the total amount, with the same for approved Change Orders, if any;
 - ix. For time and materials authorizations, the number of hours spent by whom and their hourly rate for each phase, task and/or item, including the total amount;
 - x. The costs incurred, including reimbursables, for each phase, task, and/or item for the agreed total compensation and approved Change Orders, if any, along with a brief description of those costs;
 - xi. The total amount due for the period covered by this invoice, including subconsultants and vendors of services or goods;
 - xii. Copies of subconsultant, vendor, and reimbursable invoices including hourly breakdowns when requested by City.

Any such invoices must be in full accord with any and all applicable provisions of this Agreement. Consultant must submit invoices to the City Project Manager and the Foundation Representative on or before the sixteenth (16th) day of each month for services performed in the preceding month.

The City Finance Manager will review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. In the event that no charges or expenses are disputed, the invoice will be approved and paid.

Except as to any charges for work performed or expenses incurred by Consultant that are disputed by City, the City will pay on each such invoice within forty (40) days of receipt; provided, however, that Consultant submits an invoice which is not incorrect, incomplete, or not in accord with the provisions of this Agreement. If any charges or expenses are disputed by City, the invoice will be returned by City to Consultant for correction and resubmission, and the City will not be obligated to process any payment to Consultant until forty (40) days after a correct and complying invoice has been submitted by Consultant. Payment to Consultant for services performed under this Agreement may not be deemed to waive any defects in the services performed by Consultant, even if such defects were known to City at the time of payment. City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found to be non-conforming to the terms of this Agreement.

The City is not obligated to pay Consultant a greater percentage of the Fixed Fee than the applicable percentage of services completed as of the invoice date.

Consultant agrees to remit and is responsible for all withholding taxes, income taxes, unemployment insurance deductions, and any other deductions required by applicable federal, state or local laws and regulations for Consultant, its employees, subconsultants and vendors of services or goods.

- C. **Adjustment to Fixed Fee.** The City, with the approval of the Foundation, may increase or decrease the Fixed Fee by issuing a Change Order to the Agreement in accordance with Section 1.B "Change Orders" above. Should Consultant consider that any request or instruction from the City's Project Manager and the Foundation Representative constitutes a change in the scope of services, Consultant will advise the City's Project Manager and the Foundation Representative, in writing, within fourteen (14) calendar days of such request or instruction. Without said written advice within the time period specified, the City is not obligated to make any payment of additional compensation to Consultant.
- D. **Audit and Examination of Accounts:**
 - i. Consultant must keep and will cause any assignee or subconsultant under this Agreement to keep accurate books of records and accounts, in accordance with sound accounting principles, which pertain to services to be performed under this Agreement.
 - ii. Any audit conducted of books of records and accounts must be kept in accordance with generally accepted professional standards and guidelines for auditing.

- iii. Consultant must disclose and make available any and all information, reports, books of records or accounts pertaining to this Agreement to the City and any city of the County of Monterey, or other federal, state, regional or governmental agency which provides funding for these Services.
- iv. Consultant must include the requirements of Section 2F, "Audit and Examination of Accounts," in all contracts with assignees or subconsultants under this Agreement.
- v. All records provided for in this Section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than four (4) years after full completion of the Services. All records, which pertain to actual disputes, litigation, appeals or claims, must be maintained and made available for a period of not less than four (4) years after final resolution of such disputes, litigation, appeals or claims.

E. After completion of Design Development, Engineering and Construction Drawings/Documents and specifications portion of the Services for Phase Two, the Consultant agrees to provide the City and the Foundation with the following which shall be included in the Scope of Services for Phase Two:

- i. An estimate by a cost estimating consultant or quantity surveyor for the probable cost of construction of the Project
- ii. If reasonably feasible, a description of Phases for the Construction of the Project ("Construction Phases") Each of the Construction Phases must be discreet work meaning that if the work on a Phase is completed that the Library will be fully functional even if later Phases are not constructed due to lack of funding or other causes. If the Consultant does provide the City with a description of Construction Phases, then the Consultant shall provide the City with an estimate for the probable cost of construction of each Construction Phase.

F. Payment for all Additional Services and other Change Orders authorized in writing by the City and Foundation, including payment for authorized on-call, as-needed services, will be made by the City to Consultant in accordance with the various hourly rates as set forth in the Consultant's Cost Proposal (Exhibit "B"), in a fixed amount or as otherwise agreed upon by the City, Foundation and Consultant.

3. AGREEMENT TERM

- A. **Term.** The work under this Agreement for each Phase will commence within 30 calendar days of the Consultant receiving a Notice to Proceed by the City and the Foundation Representative and must be completed by within the Project Timeline and Schedule set forth in paragraph 3.C below, unless sooner terminated or the City and the Foundation grant an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that will survive the termination or completion of this Agreement. Consultant will perform Change Order services as set out in Section 1.B, "Amendment of Services (Change Orders)," in a timely manner or in accordance with the Change Order Project Schedule as agreed upon by the Consultant, the Foundation and the City.
- B. **Timely Work.** Consultant will perform all Services in a timely fashion, as set forth more specifically in Section 3.A, "Term," and Section 3.C, "Project Schedule," of this Agreement. Failure to perform is deemed a material breach of this Agreement, and the City may terminate

this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.

- C. **Project Schedule.** Services must be completed by Consultant in accordance with the Project Schedule set forth in Exhibit “B” at page 4 (“Timeline Phase Renovation”). The parties may, from time to time, by Change Order, alter the Project Schedule. Consultant will provide the Services pursuant to the Project Schedule or any applicable Project Schedule Change Order. If at any time Consultant discovers that the Project Schedule cannot be met, Consultant must promptly notify the City in writing and provide a revised Project Schedule for review and consideration by City and Foundation.
- D. **Notice to Proceed.** Upon execution of this Agreement by both parties and the receipt of all documentation required by this Agreement to be provided by Consultant to the City, including proof of insurance and tax identification numbers, the City Project Manager and Foundation Representative will issue a written Notice to Proceed to the Consultant depending on funds being available to the City by the Foundation to commence a Phase. The City Project Manager and Foundation Representative may, in their collective discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant will diligently proceed with the Services authorized and complete those Services within the agreed time specified in the Project Schedule. Consultant will not proceed with any of the Services on any Phase unless they have received a Notice to Proceed from the City Project Manager and Foundation Representative.

4. CONSULTANT’S EMPLOYEES AND SUBCONSULTANTS

- A. **Listed Employees and Subconsultants.** Consultant will perform the Services using the key employees of Consultant listed in the November 1, 2024 cover letter in Exhibit A and subconsultants listed in Exhibit “B”.
- B. **Substitution of Employees or Subconsultants:**
 - i. Consultant may not substitute any key employee of Consultant listed in the November 1, 2024 cover letter in Exhibit A or subconsultant listed in Exhibit “B” without the prior written approval of the City, and such approval will not be unreasonably withheld. The City will not approve removal or substitution of employees or subconsultants for the reason that Consultant or its affiliates has called on such individuals to perform services for another client of the Consultant.
 - ii. If, at any time, the City reasonably objects to the performance, experience, qualifications or suitability of any of Consultant’s employees or subconsultants, then Consultant may, upon written request from the City, replace such employee or subconsultant. Consultant must, subject to scheduling and staffing considerations, make reasonable efforts to replace the individual with an individual of similar competency and experience.
 - iii. Whether or not the City consents to, or requests a substitution of any employee or subconsultant of Consultant, the City will not be liable to pay additional compensation to Consultant for any replacement or substitution.

- C. **Sub-agreements with Subconsultants.** Consultant will incorporate the terms and conditions of this Agreement into all sub-agreements with subconsultants in respect of the Services necessary to preserve all rights of the City under this Agreement. As it relates to the services provided in connection with Project, Consultant shall be fully responsible to the City for all acts and omissions of subconsultants and of the person(s) employed by any subconsultant.
- D. **Not an Agent of the City.** Nothing in this Agreement will be interpreted to render the City the agent, employer, or partner of Consultant, or the employer of anyone working for or subcontracted by Consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by Consultant being considered an employee of the City. Consultant is not, and must not claim to be, an agent of the City.
- E. **Independent Contractor:**
- i. Consultant is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City may not control or direct the details, means, methods or processes by which Consultant performs the Services. Consultant is responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in this Agreement. Consultant is solely liable for the work quality and conditions of any partners, employees and subconsultants.
 - ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Consultant may not become entitled by virtue of this Agreement to receive from the City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Consultant will be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Consultant's performance of Services under this Agreement. Consultant will defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Consultant's failure to pay such taxes.

5. REPRESENTATIVES AND COMMUNICATIONS

- A. **City's Project Manager.** The City appoints the individual named below as the City's Project Manager for the purposes of this Agreement ("City's Project Manager "). The City may unilaterally change its Project Manager upon notice to Consultant.

Name: TO BE PROVIDED _____
 Title: _____
 Address: _____
 Telephone: _____
 Email: _____

- B. **Consultant's Project Manager.** Consultant appoints the person named below as its Project Manager for the purposes of this Agreement ("Consultant's Project Manager").

Name: TO BE PROVIDED _____
 Title: _____
 Company: _____
 Address: _____
 Telephone: _____
 Email: _____

C. Foundation Representative

Name: TO BE PROVIDED _____
 Title: _____
 Address: _____
 Telephone: _____
 Email: _____

- D. **Meet and Confer**. Consultant agrees to meet and confer with the City's Project Manager , and with the Foundation Representative with regard to Services as may be necessary to insure timely and adequate performance of this Agreement.
- E. **Communications and Notices**. All communications between the City and Consultant regarding this Agreement, including performance of Services, will be between the City's Project Manager and the Foundation Representative and Consultant's Project Manager. Any notice, report, or other document that either party may be required or may wish to give to the other must be by electronic mail.

6. INDEMNIFICATION

Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant will defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and Foundation and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, Court costs, reasonable attorneys' fees as may be determined by the Court, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant, any subconsultant or subcontractor, or anyone directly or indirectly employed by the Consultant or their subconsultants in service of this agreement. Such obligations to defend, hold harmless and indemnify any Indemnitee will not apply to the extent that such Liabilities are caused in part by the active negligence or willful misconduct of such Indemnitee.

Notwithstanding the provisions of the above paragraph, Consultant agrees to indemnify and hold harmless the City and Foundation from and against all claims, demands, defense costs, liability, expense, or damages arising out of or in connection with damage to or loss of any property belonging

to Consultant or Consultant's employees, subconsultants, representatives, patrons, guests or invitees.

In no event will the obligation of the Consultant exceed the limitations on the duty to defend and indemnify as set forth in Civil Code Sections 2782, 2782.6, and 2782.8.

7. **INSURANCE**

Consultant must submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant must maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- A. Commercial General Liability Insurance including but not limited to premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- B. Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Consultant will have a policy for professional liability coverage that provides coverage on a claims made basis or obtain extended reporting (tail) coverage (with the same liability limits) for at least three years following the City's acceptance of the work.
- C. Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing Services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.
- D. Workers' Compensation Insurance. If Consultant employs others in the performance of this Agreement, Consultant must maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.
- E. Other Insurance Requirements:
 - i. All insurance required under this Agreement must be written by an insurance company either:
 - a. admitted to do business in California with a current A.M. Best rating of no less than A:VI; or
 - b. an insurance company with a current A.M. Best rating of no less than A:VII. Exception may be made for the State Compensation Insurance Fund when not specifically rated.
 - ii. Each insurance policy required by this Agreement may not be canceled, except with prior written notice to the City.
 - iii. General liability and auto policies must:
 - a. Provide an endorsement naming the City of Carmel-by-the-Sea and the Foundation, their officers, officials, employees, Board Members and volunteers

as additional insureds. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 forms if later revisions are used).

- b. Provide that such Consultant's insurance is primary as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City is excess to the Consultant's insurance and will not contribute with it.
 - c. Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.
 - d. Provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.
- iv. Prior to the start of work under this Agreement, Consultant will file certificates of insurance and endorsements with the City Project Manager and the Foundation Representative evidencing the coverage required by this Agreement with the City. Consultant will file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.
- v. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, may in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which will continue in full force and effect. All coverage available to the Consultant as named insured will also be available and applicable to the additional insured. Notwithstanding these insurance requirements, Consultant is financially liable for its indemnity obligations under this Agreement.
- vi. All policies must be written on a first dollar coverage basis or contain a deductible provision. Any deductibles or self-insured retentions ("SIR") must be declared to and approved by the City. At the option of the City, either: the insured will reduce or eliminate such deductibles or SIR as respects the City, its officers, officials, employees and volunteers; or Consultant will provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. In no event will any SIR or insurance policy contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured, or by any means including other insurance, or which is intended to defeat the intent or protection of an additional insured.
- vii. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- viii. Consultant must require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements in this Agreement.

- ix. If Consultant, for any reason, fails to have in place at all times during the term of this Agreement all of the required insurance coverage, the City may, but is not obligated to, obtain such coverage at Consultant's expense and deduct the cost from the sums due Consultant. Alternatively, City may terminate the Agreement.
- x. The existence of the required insurance coverage under this Agreement will not be deemed to satisfy or limit Consultant's indemnity obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Should any coverage carried by the Consultant or any subcontractor of any tier have limits of liability that exceed the limits or have broader coverage than required in this Agreement, those higher limits and that broader coverage are deemed to apply for the benefit of any person or organization included as an additional insured. Any insurance proceeds available to City in excess of the limits and coverages required by this Agreement, and which is applicable to a given loss, must be made available to City to compensate it for such losses.
- xi. Consultant must give City prompt notice of claims made of lawsuits initiated that arise out of or result from Consultant's performance under this Agreement.
- xii. The Consultant hereby waives any right of subrogation that any of its insurers may have or that they may accrue out of the payment of any claim related to the Consultant's performance of this Agreement, regardless of whether any endorsements required by this section are obtained.

8. PERFORMANCE STANDARDS

- A. Consultant warrants that Consultant and Consultant's agents, employees, and subconsultants performing Services under this Agreement are specially trained, experienced, and competent and further, are appropriately licensed to perform the work and deliver the Services required under this Agreement.
- B. Consultant, its agents, employees, and subconsultants must perform all Services in a safe and skillful manner consistent with the usual and customary standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields in accordance with sound professional practices. All work product of Consultant must comply with all applicable laws, rules, regulations, ordinances and codes. Consultant also represents that it is familiar with all applicable laws that may affect its performance of this Agreement and will advise City of any changes in any laws that may affect Consultant's performance of this Agreement. All Services performed under this Agreement that are required by law to be performed or supervised by licensed personnel must be performed in accordance with such licensing requirements.
- C. Consultant must furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement. Consultant may not use the City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.
- D. Consultant agrees to perform all work under this Agreement as required by usual and customary standards of care. The City's Project Manager and the Foundation Representative

or their respective designees will evaluate the work. If the quality of work is not consistent with the usual and customary standards of care, City and the Foundation, in their discretion may meet with Consultant to review the quality of work and resolve the matters of concern, and may require Consultant to repeat the work at no additional fee until it is consistent with the usual and customary standards of care.

9. CITY INFORMATION AND RESOURCES

- A. **Available Information.** The City will make available to Consultant all relevant information, plans, maps, reports, specifications, standards and pertinent data which is in the hands of the City and is required by Consultant to perform the Services. Consultant may rely upon the accuracy and completeness of such information and data furnished by the City, except where it is stated otherwise or unreasonable.
- B. **City Resources.** The City acknowledges that Consultant's ability to provide the Services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by Consultant. To the extent that the City fails to provide City resources, Consultant will not be liable for any resulting delay in the Services or failure to meet the Project Schedule, but in no event will such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor will Consultant be entitled to extra compensation for same. Consultant's sole remedy shall be an extension of time to complete the Scope of Services.
- C. **Obligations of Consultant.** No reviews, approvals, or inspections carried out or supplied by the City will derogate from the duties and obligations of Consultant, and all responsibility related to performance of the Services will be and remain with Consultant.

10. OWNERSHIP AND USE OF MATERIALS

- A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Consultant under this Agreement (collectively, "the Materials") are and will remain the property of the City even though Consultant or another party may have physical possession of them or a portion thereof except for such standard details, specifications, and information that were either (1) prepared by Consultant prior to this Project or (2) that are used with permission of their owner(s), and that are embedded into the Project Materials. With respect to the materials excepted from the City's ownership, Consultant grants to City a non-exclusive perpetual license to use for the purposes of the Project and such additional uses of maintenance, remodeling, and repairs of the Project. Subject to this exception and license, Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, subconsultants, vendors, successors or assignees may have in the Materials.
- B. **No Patent or Copyright Infringement.** Consultant represents that in its creation of the Materials produced under this Agreement, no federal or state patent or copyright laws were violated. Consultant agrees that all copyrights, which arise from creation of the work or Services pursuant to this Agreement, will be vested in the City and waives and relinquishes all

claims to copyright or intellectual property rights in favor of the City. Consultant covenants that it will defend, indemnify and hold City harmless from any claim or legal action brought against the City for alleged infringement of any patent or copyright related to City's use of Materials produced by Consultant and its employees, agents and subconsultants under this Agreement.

- C. **Delivery and Use of the Materials.** All Materials will be transferred and delivered by Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event Consultant must forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.
- D. **Survival of Ownership and Use Provisions.** The provisions contained in Section 10, Ownership and Use of Materials survives the expiration or earlier termination of this Agreement, and that this Section is severable for such purpose.
- E. **Additional Copies.** If the City requires additional copies of reports, or any other material that Consultant is required to furnish as part of the Services under this Agreement, Consultant must provide such additional copies, and the City will compensate Consultant for the actual costs related to the production of such copies by Consultant.

11. CONFIDENTIALITY

- A. **No Disclosure.** Consultant must keep confidential and may not disclose, publish or release any information, data, or confidential information of the City to any person other than the City Project Manager and the Foundation Representative. . Consultant may not use for Consultant's own purposes, or for any purpose other than those of the City, any information, data, or confidential information Consultant may acquire as a result of the performance of the Services under this Agreement. Consultant must promptly transmit to the City any and all requests for disclosure of any such confidential information or records. The obligations under this Section will survive the expiration or earlier termination of this Agreement.

Upon written request and approval, Consultant may use representations of the project and related project data for marketing, social media, and educational purposes.

- B. **California Public Records Act.** Consultant acknowledges that the City is subject to the California Public Records Act (Government Code Section 6250 et seq.), known as the "PRA," and agrees to any disclosure of information by the City as required by law. Consultant further acknowledges that it may have access to personal information as defined under the PRA, and Consultant will not use any such personal information for any purposes other than for the performance of Services under this Agreement without the advance written approval of the City.

All Scopes of Services and related documents received will be public records, with the exception of those elements, identified by the Consultant as business trade secrets and are plainly marked "Trade Secret," "Confidential," or "Proprietary." If disclosure is required under the PRA or

otherwise by law, the City will not be liable or responsible for the disclosure of any such records and the Consultant will indemnify, defend, and hold the City harmless for any such disclosure.

C. **Copies of Records to City and Foundation.** The Foundation Agreement will include authorized representatives of the Foundation receiving electronic copies of Project Records for review during the course of the Project. The Consultant agrees to provide all records regarding the Project to both the City Project Manager and the Foundation Representative.

12. CONFLICT OF INTEREST

Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City relating to this Agreement or that would in any way hinder Consultant's performance of services under this Agreement. Consultant's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 and following) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.), and California Government Code section 1090.

Consultant is required to file a Form 700 in compliance with the City's Conflict of Interest Code unless a written determination by the City Administrator is made modifying or eliminating said requirement, or unless otherwise exempted by law.

In addition, Consultant, Consultant's employees, and subconsultants agree as follows:

- A. That they will conduct their duties related to this Agreement with impartiality, and must, if they exercise discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring the impartiality of Consultant or its employees into question;
- B. May not influence, seek to influence, or otherwise take part in a decision of the City knowing that the decision may further their private interests;
- C. May not accept any commission, discount, allowance, payment, gift, or other benefit connected, directly or indirectly, with the performance of Services related to this Agreement, that causes, or would appear to cause, a conflict of interest;
- D. May have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services related to this Agreement, and if such financial interest is acquired during the term of this Agreement, Consultant must promptly declare it to the City, and;
- E. May not, during the term of this Agreement, perform a service for, or provide advice to, any person, firm, or corporation, which gives rise to a conflict of interest between the obligations of Consultant under this Agreement and the obligations of Consultant to such other person, firm or corporation.

13. DISPUTE RESOLUTION

- A. **Dispute Resolution Procedures.** The parties will make reasonable efforts to promptly resolve any dispute, claim, or controversy arising out of or related to this Agreement (“Dispute”) using the Dispute Resolution Procedures set forth in this Section.
- B. **Negotiations.** First, the City’s Project Manager and Foundation Representative and Consultant’s Project Manager will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations. Should these negotiations be unsuccessful in resolving the Dispute, the matter will be promptly referred to the City Administrator or designee, and the Foundation Representative and the Consultant’s Principal, who will meet and confer, in good faith, to resolve the Dispute to mutual satisfaction of the parties.
- C. **Mediation.** If all or any portion of a Dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days of the date that the matter was referred to the City Administrator pursuant to subsection B above, either party may, by notice to the other party, submit the Dispute for formal mediation to a mediator selected mutually by the parties from the Monterey Superior Court’s Court-Directed Mediator Panel list. The duration of any such mediation may not exceed 2 hours unless otherwise agreed to by the parties. The cost of the mediation (including fees of mediators) will be borne equally by the parties, and each party will bear its own costs of participating in mediation. The mediation will take place within or in close proximity to the City of Carmel-by-the-Sea.

In any mediation conducted pursuant to this section, the provisions of California Evidence Code section 1152 will be applicable to limit the admissibility of evidence disclosed by the parties in the course of the mediation. In the event the parties are unsuccessful in resolving the dispute through the mediation process, then the parties agree that the dispute will be submitted to Binding Arbitration to a single Arbitrator in accordance with the existing Rules of Practice and Procedure of the Judicial Arbitration and Mediation Services, Inc. (JAMS) within thirty (30) days of the close of mediation as declared by the mediator.

- D. **Arbitration.** The submission to Mediation and Arbitration in accordance with the requirements of this section of any and all agreements, differences, or controversies that may arise hereunder is made a condition precedent to the institution of any action or appeal at law or in equity with respect to the controversy involved. The award by the arbitrator will have the same force and effect and may be filed and entered, as a judgment of the Superior Court of the State of California and is subject to appellate review upon the same terms and conditions as the law permits for judgments of Superior Courts based on an arbitration award. A “Prevailing Party” will be determined in the Arbitration, and the prevailing party will be entitled to reasonable attorney’s fees and costs incurred, and accrued interest on any unpaid balance that may be due. Costs will include the cost of any expert employed in the preparation or presentation of any evidence. All costs incurred and reasonable attorney fees will be considered costs recoverable in that proceeding, and be included in any award.

14. TERMINATION OF AGREEMENT

- A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Consultant or any subconsultant defaults or fails to deliver the Services in accordance with the terms and conditions of this Agreement. Such termination must be in writing, setting forth the effective date of termination, and will not result in any penalty or other charges to the City, and may be issued without any prior notice. Without limitation, Consultant is in default of its obligations contained in this Agreement if Consultant, or any subconsultant:
- i. Fails to perform the required Services within the term and/or in the manner provided under this Agreement;
 - ii. Fails to supply sufficient, properly skilled workers or proper workmanship, products, material, tools and equipment to perform the Services;
 - iii. Fails to observe or comply with all laws, ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, state, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force that pertain to;
 - iv. Fails to observe or comply with the City's reasonable instructions;
 - v. Breaches the Conflict of Interest provisions of this Agreement; or
 - vi. Otherwise violates any provision of this Agreement.
- B. **Termination for Convenience.** The City may, at its option and sole discretion, terminate this Agreement, in whole or in part, with or without cause, at any time during the Agreement Term for the convenience of the City, upon ten (10) days written notice to the Consultant. Termination by the City shall require the consent of the Foundation.
- C. **Steps after Termination:**
- i. Upon termination of this Agreement by the City for any reason, the City will pay Consultant for satisfactorily performed Services and disbursements incurred by Consultant to the date of termination pursuant to this Agreement, less any amounts necessary to compensate the City for damages or costs incurred by the City arising from Consultant's default. Termination will be without prejudice to any other rights or remedies the City may have.
 - ii. Upon receipt of written notice of termination of this Agreement by the City for any reason, Consultant must:

- a. Promptly cease all Services, including Services provided by any subconsultant, unless otherwise directed by the City; and
- b. Deliver to the City all the Materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such Materials are to be delivered to the City in completed form; however, notwithstanding the provisions of Section 10, Ownership and Use of Materials, herein, the City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such Materials.
- iii. If this Agreement is terminated by the City for any reason, the City is hereby expressly permitted to assume the projects and Services, and to complete them by any means including, but not limited to, an agreement with another party.
- D. **Termination by Consultant.** The Consultant reserves the right to suspend performance and/or terminate this Agreement for non-payment of fees and reimbursable expenses that become due and payable by the City to the Architect pursuant to the provisions of this Agreement. If the owner suspends the project for more than 12 months for reasons other than the fault of the Consultant, the Consultant may terminate the Agreement by giving not less than 30 days written notice.

15. LEGAL ACTION / VENUE

- A. Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement will be controlled by and construed under the laws of the State of California, excluding California's choice of law rules.
- B. Venue for any such action relating to this Agreement will be in Monterey County.
- C. If any legal action or proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party may recover reasonable attorneys' fees as may be determined by the Arbitrator, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

16. MISCELLANEOUS PROVISIONS

- A. **Non-discrimination.** During the performance of this Agreement, Consultant, and its subconsultants, may not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or sexual orientation, either in Consultant's employment practices or in the furnishing of services to recipients. Consultant further acknowledges that harassment in the workplace is not permitted in any form, and will take all necessary actions to prevent such conduct.
- B. **Acceptance of Services Not a Release.** Acceptance by the City of the Services to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the Services performed.

- C. **Force Majeure.** Either party is absolved from its obligation under this Agreement when and to the extent that performance is delayed or prevented, and in the City's case, when and to the extent that its need for vehicles, materials, or Services to be supplied hereunder are reduced or eliminated by any course, except financial, for reasons beyond its control. Such reasons include, but are not limited to: earthquake, flood, epidemic, fire, explosion, war, civil disorder, act of God or of the public enemy, act of federal, state or local government, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.
- D. **Headings.** The headings do not govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement. The headings are for convenience only.
- E. **Entire Agreement.** This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the terms, conditions, and Services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Change Order of Services." Any Change Order to this Agreement will be effective only if it is in writing signed by both parties hereto and will prevail over any other provision of this Agreement in the event of inconsistency between them.
- F. **Conflict between Agreement and Exhibits.** In the event of a conflict between a provision in this Agreement and a provision in an Exhibit attached to this Agreement, the provisions in this Agreement will take precedence.
- G. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and may be signed in counterparts, but all of which together will constitute one and the same Agreement.
- H. **Electronic Signatures.** This Agreement may be signed and transmitted electronically and shall have the same legal force and effect as an executed original. .
- I. **Authority.** Any individual executing this Agreement on behalf of the City or Consultant represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- J. **Severability.** If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired thereby. Limitations of liability and indemnities will survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.
- K. **Non-exclusive Agreement.** This Agreement is non-exclusive and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants for the same or similar services, or may have its own employees perform the same or similar services.

- L. **Assignment of Interest**. The duties under this Agreement are not assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer constitutes a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.
- M. **City Business License**. Prior to receiving a Notice to Proceed from the City, Consultant will obtain and maintain a valid City of Carmel-by-the-Sea Business License for the duration of the Agreement. Costs associated with the license are the responsibility of Consultant.
- N. **Laws**. Consultant agrees that in the performance of this Agreement it will comply with all applicable federal, state and local laws and regulations. This Agreement will be governed by and construed in accordance with the laws of the State of California and the City of Carmel-by-the-Sea.

IN WITNESS WHEREOF, the parties enter into this Agreement effective on the date the Agreement has been signed by all Parties ("Effective Date").

CITY OF CARMEL-BY-THE-SEA

CONSULTANT

Chip Rerig, City Administrator

Consultant Signature

Date: _____

Printed Name Date

Print Title

Print Consultant Legal Company Name

APPROVED AS TO FORM:

By: _____
Brian Pierik, City Attorney

Date: _____

ATTEST:

By: _____
Nova Romero, MMC, City Clerk

Date: _____

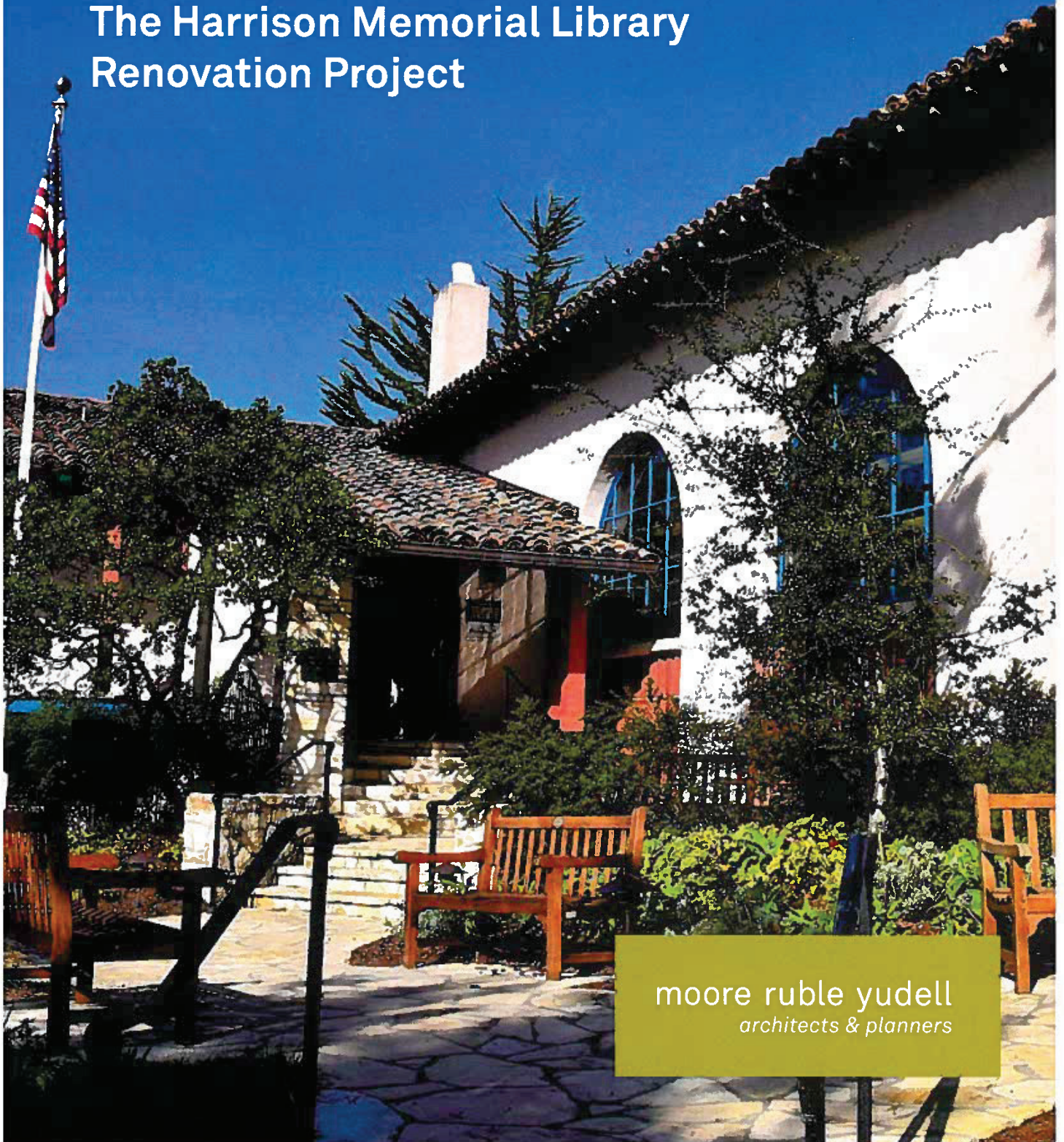
Exhibit "A" Consultant Proposal
Exhibit "B" Consultant Cost Proposal
Exhibit "C": Supplemental and Optional Services

City of Carmel-by-the-Sea

RFP #2024-25-001

Architectural Services for

The Harrison Memorial Library Renovation Project



moore ruble yudell
architects & planners

November 1, 2024

Nova Romero, City Clerk
P.O. Box CC
Carmel-by-the-Sea, CA 93921

Re: RFP #2024-25-001, Architectural Services for The Harrison Memorial Library Renovation Project

The Harrison Memorial Library is a vibrant focus of the cultural life of Carmel and the region, with a unique historic legacy. The renovation presents a transformative opportunity to respect that legacy while renewing the library for the next century. The much-needed attention to seismic, accessibility, technology, and systems upgrades will enable the staff to expand the library's effectiveness as an irreplaceable resource for the community, welcoming and serving all ages and backgrounds.

Carmel as a local and global center for arts and culture

Carmel's history as a center for the arts and culture dates to the early 1900's. Its natural beauty and commitment to harmony with nature have always been central to its ethos. All of this has combined to make Carmel a local, regional, and global magnet. The Carmel Public Library has been an essential part of cultural life and civic dialogue throughout the city's history. The Harrison Memorial Library perfectly expresses the values of the city, with its beautifully conceived and crafted architecture, its connection to the landscape and its intimate but welcoming environment.

It is this combination of architectural, cultural, civic, and environmental richness that informs our team's deep enthusiasm and commitment to the goals of your project. We have regional and global experience which can bring sensitivity to the historic legacy and to the seamless integration of modern technology and systems.

Deep experience in historic renovations

For over forty years we have completed a wide array of renovations and restorations of important historic architecture. These have included award winning libraries in Tacoma, Los Angeles, and Berkeley as well as many civic and educational buildings which were essential to their communities. In each case, a legacy building was revitalized to become a treasured focus of civic life. As a member of the Society of Architectural Historians, I have had a longstanding commitment to the preservation and renewal of our cultural legacy. As a Trustee of the British Architecture Library Trust, I have been able to support the world's pre-eminent collection of architectural books, drawings, and ephemera, assisting with outreach, fundraising and the dissemination of the collection.

Library, Civic and Cultural Projects

Our expertise includes some twenty library projects as well as scores of civic and cultural projects. As the role of libraries in communities evolves, civic, cultural, and educational programs increasingly inform libraries as the centers of community life and learning.

Partners

John Ruble FAIA
Buzz Yudell FAIA

Principals

Christopher Chan AIA
Jeanne Chen FAIA
Christopher Hamilton Assoc AIA
Neal Matsuno FAIA
James Mary O'Connor FAIA
Sharlene Silverman Assoc AIA
Mario Violich FAIA, ASLA

Educational expertise

We have a passion for educational projects at all levels from K-12 to community colleges and public and private universities. As global leaders in state-of-the-art learning environments, we have been able to cross-fertilize best practices across building types and communities. A deep understanding of emerging technologies, pedagogies, life-long learning, and hybrid learning has been central to informing our work with libraries.

A commitment to Carmel and the community

I have been deepening my roots in Carmel for several decades, enhanced by close friendships with many long-term residents and community leaders. Since 2010, my wife Tina Beebe, designer and painter, and I have been homeowners, committed to spending increasing amounts of time in this exceptional community. It would be an honor and pleasure to have the opportunity to contribute to this community by working with stakeholders on the Harrison Memorial Library renovation.

A proven team which is ready and committed

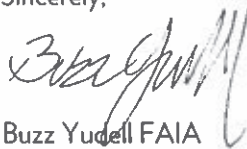
We thrive on civic projects with a historic legacy and an engaged community. We are proud of our proven record of transformative and inspirational projects achieved on budget and schedule. We have assembled a team with deep relevant experience and unbounded enthusiasm.

I will be the Design Partner for Moore Ruble Yudell. I will work in close collaboration with Chris Hamilton as Principal-in-Charge, Clover Linné as Project Manager, and Kaoru Orime as Project Designer. We are nearing completion on the very sensitive renovation of the 1929 UCLA Powell Library historic main library. This technically complex and aesthetically sensitive project is tracking under budget. It represents an extension of our original renovation of 1987. The four of us are available to begin work with you immediately on the Harrison Memorial Library.

Our consultants bring a wide range of relevant regional experience, with deep expertise in library, historic renovation, and civic projects. Their combined expertise includes successful work with Maybeck's architecture and familiarity with Carmel and its library system.

Our team of committed leaders and experts shares my enthusiasm for the unique opportunities of your project and would all be ready to move forward expeditiously and with passion on this legacy project. Our proposal is based on our understanding of your Request for Proposal, inclusive of Addendums 1-3. We would be delighted to have the opportunity to discuss your vision and goals for the Harrison Memorial Library project. Please feel free to contact me by telephone at 310-450-1400 ext. 218, or by email at byudell@mryarchitects.com or Chris Hamilton at chamilton@mryarchitects.com. Thank you for considering Moore Ruble Yudell for this unique project.

Sincerely,



Buzz Yudell FAIA
Partner

(A) Qualifications & Related Experience



Santa Monica Public Library: A Living Room for the City

**“ The final result is a building that has
been embraced by the community,
honored with several awards and
achieves its objectives...and the project
came in on time and under budget.
Santa Monica is very pleased with its
new Library. ”**

**— Greg Mullen, Director of Library Systems/
City of Santa Monica Librarian (retired)**



City of Carmel-by-the-Sea

RFP #2024-25-001
Architectural Services for

The Harrison Memorial Library
Renovation Project

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Joyful places. Vibrant communities. Resilient futures.

Moore Ruble Yudell is a design and planning team united by a passion for deep client engagement that informs dynamic placemaking. We respond to the social, ecological, and physical context of each project and embrace research and technology to create joyful places and vibrant communities ready for resilient futures. This ethos guides our design, practice, and project management processes today as it has since our founding in 1977 in Santa Monica, California. Our current staff consists of 44 employees, including 20 licensed architects, two landscape architects, and 14 LEED Accredited Professionals.

Our commitment to transformative placemaking has been widely recognized by clients, peers, and communities. Our national and global collaborations are uniquely structured to benefit each project through the power of collective wisdom.

We are passionate about an inclusive collaboration with our clients, and consistently exceed their aspirations with fresh ideas for the creation of buildings, dwellings, and master plans. Across the spectrum of project scale and use, our attention to thoughtful design generates spaces and places with meaningful impact.

The firm's work has been recognized through over 200 awards for design excellence, including:

- American Institute of Architects Firm Award
- American Institute of Architects Los Angeles Gold Medal for John Ruble and Buzz Yudell
- Twelve Chicago Athenaeum Architecture Awards
- Eight National AIA Honor Awards for Architecture and Urban Design
- Three National AIA Committee on Architecture for Education Merit Awards
- Five Society for College and University Planning (SCUP) awards
- Two Urban Land Institute Awards for Transformative Place
- Royal Architectural Institute of Canada National Urban Design Award

Our Team

Moore Ruble Yudell's proposed project leadership is chosen for their specific skills and expertise that align with the needs of the Harrison Memorial Library project. Each member of the team brings directly relevant experience in historic renovation projects with a focus on libraries and community facilities. Our team prides itself on its ability to deliver exceptional design, balancing concerns of cost and constructability, with a keen understanding of the aspirations for the facility and of the community it serves.



Christopher Hamilton — Principal-in-Charge

Christopher Hamilton will be Principal-in-Charge, working with the library to define project goals and guide the team to ensure these goals are met. His focus on strategic thinking and creative problem solving for complex phasing and constructability challenges is demonstrated through his leadership on the Powell Library Renovation and Seismic Improvements and the LEED Platinum Bioengineering Building at UC Santa Barbara.



Clover Linné, AIA, NCIDQ, LEED AP BD+C — Project Manager, Project Architect

Clover Linné, AIA is our Project Manager and will be the primary day-to-day point of contact for the project. Clover leads projects from multiple perspectives, including design, management, and technical implementation. In addition to her recent historic renovation experience on UCLA's Faculty Club, her design skills encompass project programming, space planning and interior design.



Buzz Yudell, FAIA — Design Partner

Buzz Yudell, FAIA will provide design leadership, working closely with the Project Manager Clover Linné and Principal-in-Charge Chris Hamilton and Project Designer Kaoru Orime. As Design Partner, he brings extensive experience in the design of libraries, community focused and historic renovation projects, including renovations to UCLA's historic Powell Library and the Hugh & Hazel Darling Law Library addition.



Kaoru Orime — Project Designer

Kaoru Orime combines a passion for creative and purposeful design with a strong technical understanding of historic and seismic renovations, as well as library and community focused projects. Kaoru's project experience includes the Santa Monica Public Library, Shanghai Tech University's Main Library, and renovations at UCLA's Center for World Arts and Cultures and historic Powell Library.

Our highly qualified consultant team likewise brings technical expertise in directly relevant library and historic renovation experience.

SR Kent LLC — Library Specialist

Working closely with our team and library Leadership, **Susan Kent's** extensive experience in library planning and management, including work with the Carmel Public Library, will ensure the current and future operational needs of the library are met.

HRG — Historic Renovation

John LoCasio, AIA will guide the historic aspects of the work, focusing on appropriate application of the Secretary of the Interior's Standards.

Pivot — Structural Engineering

Alex Rood, SE brings experience with libraries and historic projects, including work designed by Bernard Maybeck. Alex will focus on effectively integrating the seismic improvements within the building's historic context.

Blue Forest — Mechanical and Plumbing Engineering / Sprinklers

Tyler Bradshaw, PE brings extensive library and sustainable design experience to the mechanical, and plumbing systems.

Atium— Electrical Engineering / AV /Low Voltage/Security

David Maino, PE brings extensive library and sustainable design experience to the electrical, audio-visual, security, and low voltage building systems.

Code Red — Fire Protection, Life Safety, Code, ADA

Tyler Schmidt, PE will bring his experience on numerous library and historic projects to guide the project's historic and fire life-safety code compliance.

HLB — Lighting Design

Tina Aghassian, IALD will lead the integration of lighting design, incorporating modern technology with a sensitivity to the historic character of the library spaces.

Hunt Design — Graphics / Wayfinding

John Temple will blend his expertise in wayfinding and signage with experience in libraries and historic public facilities such as Pasadena City Hall and Craig Ellwood's historic library at Arts Center in Pasadena.

TBD Consultants — Cost

Cost estimating will be overseen by **Amy Muhl**, who was directly involved in the City of Carmel-by-the-Sea Library Master Plan efforts for the Harrison Memorial and Park Branch libraries.

GBS Specifications — Specifications

Gary Barnett has worked with Moore Ruble Yudell on numerous projects for many years. Gary will develop the Project Manual for the Harrison Library project upon the project's advancement into the Schematic Design Phase.

In addition to our proposed team, we are happy to incorporate other technical or specialty consultants if the needs arise before or during the course of the project. We look forward to the opportunity to review and confirm our proposed team to most effectively meet your project's needs.

Organizational Chart

We confirm that team members will not be substituted without approval of the City

City of Carmel-by-the-Sea

Moore Ruble Yudell Architects & Planners *Architectural Services*

Clover Linne, AIA, NCIDQ, LEED AP BD+C
Project Manager

Buzz Yudell, FAIA
Design Partner

Chris Hamilton
Principal-in-Charge

Kaoru Orime
Project Designer

Consultants

S. R. Kent LLC
Library Specialist
Susan Kent
Library Consultant

Pivot
Structural Engineering
Alex Rood, SE
Principal Structural Engineer

Blue Forest
Mechanical & Plumbing Engineering, Sprinklers
Tyler Bradshaw, PE, LEED AP
Principal MP Engineer

HRG
Historic Renovation
John LoCasio, AIA
Historic Architect

TBD Consultants
Cost
Amy Muhl
Senior Cost Estimator

Atium
Electrical Engineering, Audio/Visual, Low Voltage, Security
J. David Maino, PE, LEED AP
Principal Electrical Engineer

Hunt Design
Graphics/Wayfinding
John Temple
Principal Graphic Designer

HLB
Lighting
Tina Aghassian
Principal Lighting Designer

GBS Specifications
Specifications
Gary Barnett
Principal Specifier

Code Red
Fire Protection, Life Safety, Code, ADA
Tyler Schmidt, PE
Fire, Life Safety, Code Project Manager

Buzz Yudell, FAIA
Design Partner

Buzz Yudell, FAIA will provide design leadership, working closely with the Project Manager Clover Linné and Principal-in-Charge Chris Hamilton. Buzz creates remarkable and humane places that support collaboration and community. As Design Partner, he brings his experience with historic preservation and adaptive reuse projects and libraries, such as UCLA Powell Library, UCLA Center for World Arts & Cultures / Gloria Kaufman Hall, UCLA Faculty Club renovation, and UC Santa Barbara Faculty Club renovation and addition.

RELEVANT PROJECT EXPERIENCE

Buzz Yudell was Design Partner for the following projects:

University of California, Los Angeles Powell Library

Renovation and Seismic Improvements, Los Angeles, CA

Santa Monica Public Library, Santa Monica, CA

UC Berkeley Boalt Hall Library Renovation, Berkeley, CA

Shanghai Tech University, Main University Library, Shanghai, China

University of California, Los Angeles Hugh & Hazel Darling Law Library Addition, Los Angeles, CA

California Institute of Technology, Fairchild Engineering Library, Pasadena, CA

Clarice Smith Performing Arts Center Music Library, College Park, MD

Humboldt Library, Berlin, Germany

MIT Sloan School of Management Dewey Library, Cambridge, MA

National Tropic Botanical Gardens Library, Kauai, HI

Saint Mary's College of California, Library and Learning Commons, Moraga, CA

EDUCATION

Yale School of Architecture, Master of Architecture

Yale College, Bachelor of Arts, *cum laude*

PROFESSIONAL LICENSE

Registered Architect California, Virginia, Hawaii, Ohio, Massachusetts, Colorado

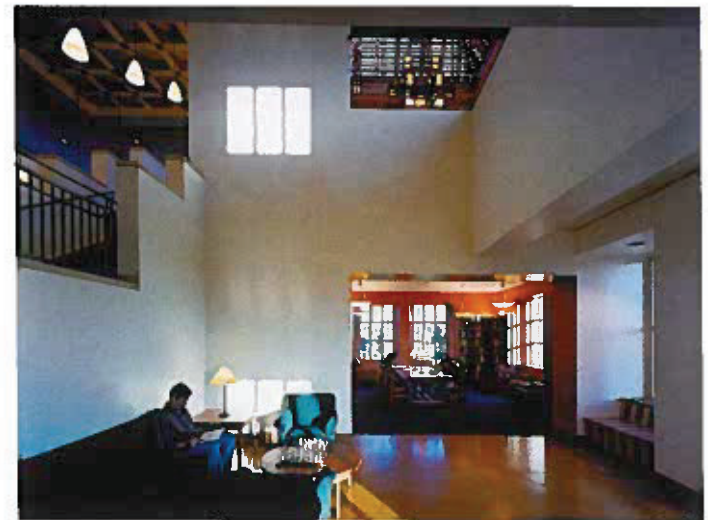
PROFESSIONAL AFFILIATIONS

College of Fellows, American Institute of Architects

Trustee, British Architecture Library Trust (BALT)



Santa Monica Public Library: "A Living Room for the City"



UCLA Hugh & Hazel Darling Law Library



UCLA Center for World Arts & Cultures: The new open "street" was formerly a dark locker room.

Christopher Hamilton, Assoc. AIA
Principal in Charge

Christopher Hamilton will be Principal-in-Charge, organizing our team and playing a significant role in defining the project. He has demonstrated his leadership, strategic thinking, and creative approach managing complex projects such as the Powell Library Renovation and Seismic Improvements, and the LEED Platinum Bioengineering Building at UC Santa Barbara. His experience extends throughout the entire project process, from initial project programming through the end of construction.

RELEVANT PROJECT EXPERIENCE

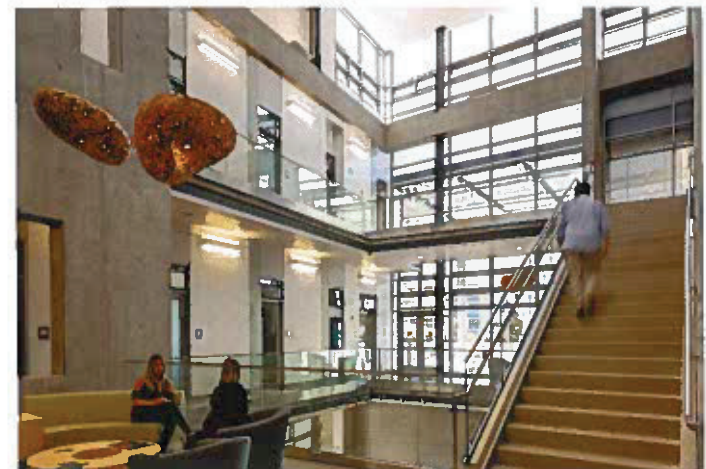
- University of California, Los Angeles Powell Library Renovation and Seismic Improvements, Los Angeles, CA (Project Manager)
- University of California Santa Barbara Faculty Club Renovation and Guest Room Addition, Santa Barbara, CA (DPP Project Manager)
- University of California San Diego Humanities and Social Science Building Repair, La Jolla, CA (Project Manager)
- University of California, Santa Barbara Bioengineering Building Santa Barbara, CA (Project Manager)
- Duke University, The French Family Science Center, Durham, NC (Project Manager)
- American University of Armenia: Science, Engineering and Humanities, Yerevan, Armenia (Laboratory Planner)
- Black Point Reach Residence, The Sea Ranch, CA (Project Manager)
- Camana Bay, Grand Cayman (Project Designer)
- Dall Residence, The Sea Ranch, CA (Project Manager)
- Duke University, Central Campus Mixed-use Residential, Durham, NC (Project Manager)

EDUCATION

- University of Michigan, Ann Arbor, Master of Architecture, 1996
- University of California, Berkeley, Bachelor of Arts in Architecture with High Honors, 1992

PROFESSIONAL AFFILIATIONS

- Associate Member, American Institute of Architects

*UCLA Powell Library Renovation**UC Santa Barbara Faculty Club Renovation and Addition**UC Santa Barbara Bioengineering Building*

Clover Linné, AIA, NCIDQ, LEED AP BD+C
Project Manager / Project Architect



Clover Linné is our Project Manager and is the primary day-to-day point of contact for the project. Clover leads projects from multiple perspectives, including design, management, and implementation. Her design skills also encompass project programming, space planning, and interiors. Recently she was Project Manager for the UCLA Faculty Club Renovation. Clover is also a member of her local historic preservation board, consulting with community members about modifications to their historic structures.

RELEVANT PROJECT EXPERIENCE

UCLA Faculty Club Renovation, Los Angeles, CA
(Project Manager)

Santa Ana School of Continuing Education, Centennial Education Center Concept Design, Santa Ana, CA (Project Manager)

University of California Los Angeles, Engineering VI, Phase 1 & 2, Los Angeles, CA (Project Manager)

Washington University in St. Louis, Jubel Hall, St. Louis, MO
(Project Manager)

Claremont McKenna College Master Plan, Claremont, CA
(Project Manager)

Santa Monica Boys and Girls Clubs Main Branch Study, Santa Monica, CA (Project Manager)

UC Riverside School of Business Building, Riverside, CA
(Project Architect)

Providence Saint John's Medical Center Phase II Master Plan, Santa Monica, CA (Project Manager)

EDUCATION

Yale School of Architecture, Master of Architecture, 2003

University of California, Los Angeles, Bachelor of Arts in Art,
Minor in French, 1999

PROFESSIONAL LICENSE

Registered Architect, California and New York

LEED Accredited Professional Building Design and
Construction

National Council for Interior Design Qualification Certified

PROFESSIONAL AFFILIATIONS

American Institute of Architects

Attachment 4
moore ruble yudell
architects & planners



UCLA Faculty Club Renovation



Washington University in St. Louis Jubel Hall



Claremont McKenna College: Art Integration

Kaoru Orime
Project Designer

Kaoru Orime is a senior designer with extensive experience on regional and global projects. Kaoru has cultivated a passion to preserve historic heritage and enliven existing buildings with intrinsic value. She believes breathing new life into legacy buildings is a meaningful way to connect with unique cultures and give people a sense of place, while reducing consumption of resources. With her artistic sensibility and technical expertise, Kaoru delivers quality-driven and carefully tailored results for each project.

RELEVANT PROJECT EXPERIENCE

University of California Los Angeles, Powell Library Seismic Renovation, Los Angeles, CA (Project Designer)

Santa Monica Public Library, Santa Monica, CA (Color and Materials)

Shanghai Tech University, Main University Library, Shanghai, China (Project Designer)

University of California Los Angeles, Center for World Arts & Cultures/Gloria Kaufman Hall, Los Angeles, CA (Project Designer)

Library and Herbarium, National Tropical Botanical Gardens, Kauai, Hawaii (Project Designer)

Santa Monica High School, Discovery Building, Santa Monica, CA (Project Designer)

Asia School of Business in partnership with Massachusetts Institute of Technology, Kuala Lumpur, Malaysia (Project Designer)

Santa Monica High School, Discovery Building, Santa Monica, CA (Project Designer)

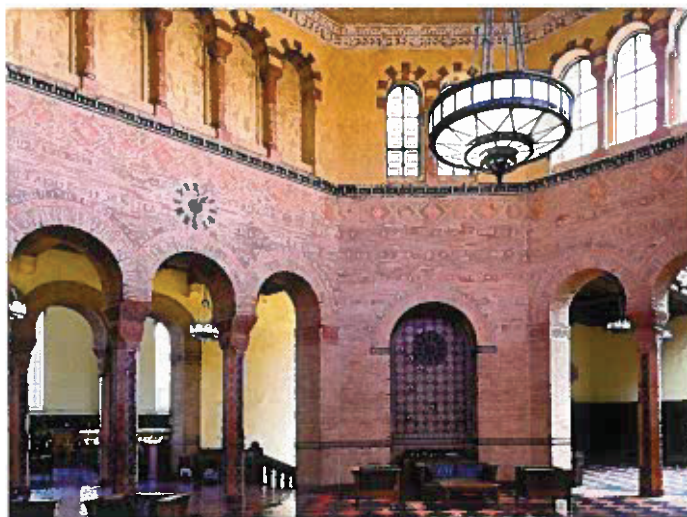
Carnegie Mellon University, Tepper School of Business Quad, Pittsburgh, PA (Project Designer)

EDUCATION

Southern California Institute of Architecture, Bachelor of Architecture, 1999

University of California, Los Angeles Extension, Certificate in Interior and Environmental Design, 1994

Meiji University Women's College, Associate of Arts in Law, Tokyo, Japan, 1991



UCLA Powell Library



UCLA Center for World Arts & Cultures: renovated dance studio



Santa Monica Public Library

Susan Kent
Library Consultant



Susan Kent will serve as the library consultant/subject expert working closely with Moore Ruble Yudell. Susan has decades of experience in public library leadership and management and in consulting with public libraries in the United States, Canada, and internationally. She has worked on library projects that required historic preservation and adaptive reuse and on facilities planning for new and renovated libraries.

RELEVANT PROJECT EXPERIENCE

Susan Kent was the Library Consultant for the following projects:

Carmel Public Library, Carmel, CA: Analysis and plan for library facilities improvement

Austin Public Library, Austin, TX: Master facilities and strategic plan

Pitkin County Public Library, Aspen, CO: Planning and programming for renovation/addition for library

Missoula Public Library, Missoula, MT: Program for new Central Library, children's museum, and other cultural organizations

Rosenberg Library, Museum and Archives, Galveston, TX: Strategic and facility plan for library, museum, and archives

District of Columbia Public Library, Washington DC: New vision, conceptual plan and programming for Martin Luther King Jr. Central Library

Flint Public Library, Flint, MI: New service model and planning for library facility

Los Angeles Public Library, Los Angeles, CA: Sixty-two branch libraries, new, renovated and expended historic buildings

EDUCATION

Binghamton University, New York, Bachelor of Arts with Honors

Columbia University, New York, Master of Science

PROFESSIONAL AFFILIATIONS

American Library Association

Public Library Association

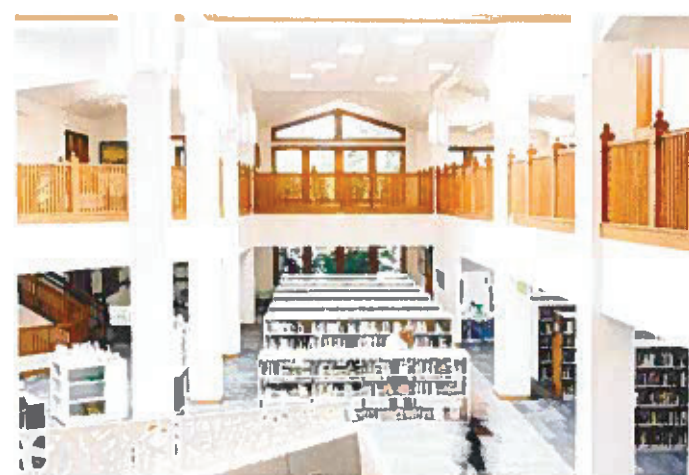
S.R. KENT LLC



Flint Public Library



Missoula Public Library



Pitkin County Public Library

HISTORIC RESOURCES GROUP

John LoCasio, AIA *Historic Architect*



John will serve as Historic Architect on the project team, providing technical assistance for construction documents; advising on compliance with the *Secretary of the Interior's Standards* and the use of the State Historic Building Code; conducting construction monitoring; and ensuring the integration of modern amenities do not compromise the building's historic integrity.

John LoCasio has been with HRG since 2011, involved in historic preservation since 2002, and a licensed, practicing architect since 1993. He meets the *Secretary of the Interior's Professional Qualifications Standards* in Architecture and Historic Architecture.

RELEVANT PROJECT EXPERIENCE

John LoCasio was Historic Architect for the following projects:

- Pasadena Public Library Rehabilitation and Seismic Retrofit, Pasadena, CA
- Altadena Main Library Rehabilitation Historical Resources Assessment, Altadena, CA
- 28th Street YMCA Rehabilitation and Adaptive Reuse, Los Angeles, CA
- Angelus Funeral Home Rehabilitation and Adaptive Reuse, Los Angeles, CA
- Constance Hotel Rehabilitation, Pasadena, CA
- Grand Central Air Terminal Rehabilitation and Adaptive Reuse, Glendale, CA
- Mayfair Hotel Rehabilitation, Los Angeles, CA

EDUCATION

- Master of Historic Preservation, University of Southern California
- Bachelor of Architecture, University of Southern California

PROFESSIONAL AFFILIATIONS

- California Architect C24223
- Member, American Institute of Architects



Pasadena Public Library



Glendale Central Air Terminal

J. David Maino, PE, LEED AP
*Principal Electrical Engineer: AV, Security,
 Lighting Controls, Low Voltage Systems*



Dave will act as lead electrical design engineer for Audio/ Visual, security, lighting controls, and low voltage systems for the project. During his career, Dave has worked on historic building projects ranging from libraries, to office buildings, to laboratories and has worked with each project team to protect the historic nature of the buildings while modernizing the building systems to meet the needs of the client for a modern work environment. Additionally, Dave has worked on city library projects throughout the bay area, including in San Jose, San Leandro, and Elk Grove, as well as school libraries for numerous school districts in the area.

RELEVANT PROJECT EXPERIENCE

David Maino was Lead Electrical Designer for the following projects:

East Carnegie Library – San Jose, CA

- Historic library renovation and new 10,000sf library expansion
- Lead electrical/lighting/low voltage
- <https://sanjoselibrary.myportfolio.com/east-san-jose-carnegie>

Rose Garden Library – San Jose, CA

- New library building
- Lead electrical/lighting/low voltage
- <https://sanjoselibrary.myportfolio.com/rose-garden>

EDUCATION

Master of Architectural Engineering. The Pennsylvania State University
 Bachelor of Architectural Engineering, The Pennsylvania State University

PROFESSIONAL AFFILIATIONS

P.E. (CA Lic. E19203)
 LEED Accredited Professional

atium
 ENGINEERING



East Carnegie Library, San Jose, CA: Circulation desk



East Carnegie Library, San Jose, CA: Community Room historic renovation



Rose Garden Library, San Jose, CA: Children's area

Alex Rood, SE
Principal Structural Engineer



As Principal Structural Engineer, Alex Rood, S.E. will deliver imaginative and practical hands-on engineering solutions. He has proven his creativity to reduce construction costs and his sensitivity to historic preservation and library projects such as the Bernard Maybeck designed Forest Hill Clubhouse, Whiskey Hill Project, Buena Vista Way Residence and the addition to the Historic Belvedere Tiburon Library. His experience encompasses all phases of projects. He prides himself in working collaboratively with the design team and contractors to save on construction expenses and to engender the Owner's vision for the project.

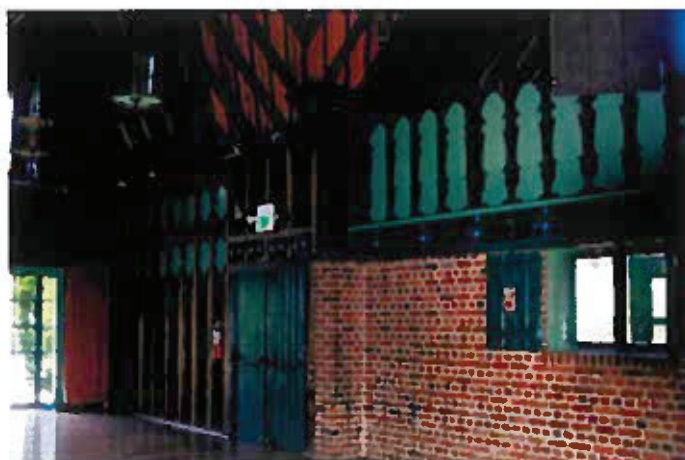
RELEVANT PROJECT EXPERIENCE

Alex Rood was Principal Structural Engineer for the following projects:

- Mark Day School & Library, San Rafael, CA
- Whiskey Hill Renovations & New Buildings, Woodside, CA (Maybeck)
- 2751 Buena Vista Way Renovations, Berkeley, CA (Maybeck)
- Historic Forest Hill Clubhouse Project Renovation and Seismic Improvements, San Francisco, CA (Maybeck)
- Belvedere-Tiburon Library Addition, Tiburon, CA
- Historic Bing Kong Tong Community Center Restoration & Seismic Improvements, Isleton, CA
- Historic Apple 2 Nevada Test Site Buildings Preservation & Seismic Improvements, Nevada Test Site
- Historic Japanese Language School House Preservation & Seismic Improvements, Castroville
- Historic Kinmon Gakuen Japanese Language School Renovation, Architectural & Seismic Alterations, SF, CA
- Historic Tannery Digital Media Center Adaptive Reuse & Seismic Improvements, Santa Cruz, CA
- Historic Moraga Barn Architectural & Seismic Improvements, Moraga, CA
- Historic Sakai - Oishi Nursery Preservation & Seismic Improvements, Richmond, CA

EDUCATION

- B.S. Civil Engineering with Structural Emphasis, CSU Chico
- B.A. German, CSU Chico
- Tau Beta Pi Engineering Honor Society Member



Forest Hill Clubhouse renovation and seismic improvements, San Francisco, CA



Whiskey Hill renovation and new buildings, Woodside, CA



2751 Buena Vista Way Renovations, Berkeley, CA

PROFESSIONAL AFFILIATIONS

- Structural Engineer, California (S4492)
- Civil Engineer, California (C56065)
- Member SEONC
- Board of Directors – Oakland Heritage Alliance (previously)

Tyler Bradshaw, PE, LEED AP
Principal Mechanical and Plumbing Engineer



As Principal MP Engineer, Tyler will be in charge of Mechanical and Plumbing Engineering, and Sprinkler Systems. Tyler has more than 25 years of design experience in the HVAC industry and is passionate about helping owners, architects, and other consultants identify and tear down perceived barriers to far-reaching sustainability goals. His focus on HVAC design is to identify and implement simple, passive, low-cost, and low-maintenance systems, wherever possible avoiding the application of complex technologies. Tyler has completed many library projects for various institutional and government clients. He has also completed over twelve LEED Platinum and several verified Net Zero Energy (NZE) Projects.

RELEVANT PROJECT EXPERIENCE

Tyler Bradshaw was Principal Mechanical Engineer for the following projects. Resume includes experience prior to Blue Forest Engineering.

81st Ave. Oakland Public Library, Oakland, CA – LEED Gold
 Portola Valley Town Center, Portola Valley, CA – LEED Platinum

Rose Garden Library, San Jose, CA – LEED Gold

Bay Point Library, Bay Point, CA

Santa Rosa Hearn Community Center, Santa Rosa, CA – CC, fire station + library

SJCCC LRC/Learning Center, San Jose, CA – Community college library

Emery Center for Community life, Emeryville, CA – K-12 & city joint use + library

Elk Grove Library, Elk Grove, CA

Marina Mulford Branch Library, San Leandro, CA

Santa Cruz Downtown Library Masterplan, Santa Cruz

Roosevelt Community Center, San Jose, CA – LEED Gold

Gonzales Community Center + Library, Gonzales, CA

San Jose Environmental Innovation Center, San Jose, CA – LEED Platinum

Oakland Museum, Oakland, CA

EDUCATION



**BLUE FOREST
ENGINEERING**



Portola Valley Library



Rose Garden Library, San Jose, CA – LEED Gold



81st Avenue Oakland Public Library

Bachelor of Science, Mechanical Engineering, San Diego State University

HVAC&R Certification, University of California, Berkeley

PROFESSIONAL AFFILIATIONS

Mechanical Engineer, California (M33496);

Washington PE #50311; Missouri PE #2016039273;

Utah PE #10251975-2202; Colorado PE #52073

Tyler Schmidt, PE
Fire Protection, Life Safety and Code Project Manager



Tyler Schmidt will perform the role of Senior Project Manager for Fire Protection and Life Safety Code Consulting services primarily responsible for developing a code report, performing code reviews, and attending project meetings. Through his dedication, creative problem-solving skills, and outside-the-box thinking, it is Tyler's mission and commitment to work closely with the design team to enable and achieve the team's vision for the project, while keeping life safety as a priority.

RELEVANT PROJECT EXPERIENCE

- *UCLA Powell Library Seismic Improvement Project, Los Angeles, CA (Project Manager)
- *UCLA Powell Library Renovations/Addition Feasibility Study, Los Angeles, CA (Project Manager)
- UCLA Nimoy Theatre, Los Angeles, CA (Project Manager)
- Boston College Law School Kenny Cottle and Law School Libraries, Newton, MA (Project Manager)
- CSU Library Egress Study & New Stair, Northridge, MA (Project Manager)
- Skaneateles Public Library, Skaneateles, NY (Project Manager)
- Celena Government Center Administration Building and Library, Celena, TX (Project Manager)
- *Work performed with previous employer

EDUCATION

- University of Southern California, Los Angeles, CA Master of Business Administration, 2017
- University of Colorado, Boulder, CO Bachelor of Science, Mechanical Engineering, 2007

PROFESSIONAL AFFILIATIONS

- National Fire Protection Association, Society of Fire Protection Engineers
- CA FPE #2151



UCLA Powell Library- Historic renovation with Moore Ruble Yudell



UCLA Nimoy Theater- Historic renovation

John Temple
Principal Wayfinding Designer



John Temple will serve as Project Manager for Hunt Design and will direct his staff in planning, designing and executing the sign planning and design for the Carmel Library project. John is a partner in the firm and has managed nearly all of Hunt Design's higher education signage projects as well as other high-traffic wayfinding assignments. He understands complex signage planning and construction processes and directs teams of creative and technical design staff in working toward signage and wayfinding programs that enhance the environment and communicate effectively. John's career spans over 30 years in the industry and includes serving as Graphic Design Director at Gensler and designer at Sussman/Prejza. He frequently writes on industry topics and is a former instructor at Art Center College of Design. John's experience allows him to understand key issues affecting wayfinding and to find creative solutions that fit the project.

RELEVANT PROJECT EXPERIENCE

John Temple was Principal Wayfinding Designer for the following projects:

- Pasadena City Hall, Pasadena CA. Permanent exhibit throughout building presenting the preservation story of City Hall.
- Art Center College of Design, Pasadena CA Interior signage, including the library for historic Craig Ellwood building on the Hillside campus.
- Brand Library, Glendale CA. As part of Glendale Parks signage implementation, the grounds around the Library included visitor information and directional signage.
- Norton Simon Museum, Pasadena CA. Site signage and graphics to accompany renovation of building exterior and grounds.
- Mt. San Antonio College, Walnut CA. Signage planning and design for new School of Continuing Education, with MRY.
- San Diego College of Continuing Education, San Diego CA. Master Plan, with MRY.

EDUCATION

- Bachelor of Fine Arts, Art Center College of Design, Pasadena, CA
- Bachelor of Arts, Claremont McKenna College, Claremont, CA

Hunt



Brand Library sign to guide visitors



Porcelain enamel signs adorn Pasadena City Hall

PROFESSIONAL AFFILIATIONS

- Society for Experiential Design (SEGD)
- California Small Business Enterprise (SBE)

Tina Aghassian, IALD, MIES, Assoc. AIA, CLD
Principal Lighting Designer



Tina Aghassian will lead the lighting design group for the project. Tina's passion for design is fueled by a profound empathy – an ability to isolate the metaphor of a project, consider the implications, and develop nuanced lighting solutions that resonate with the design intent. As a design leader she brings a remarkable attention to detail and commitment to quality that elevates the built environment and celebrates the finer points of design. Tina has a special interest in historic renovation projects and loves to expertly weave contemporary design while highlighting history.

With over two decades of architectural lighting experience and a wide-ranging portfolio of spectacular project work, Tina is an invaluable asset to every team. Her ability to lead and coordinate complex design efforts has led to the successful execution of countless unique and memorable projects.

RELEVANT PROJECT EXPERIENCE

Tina Aghassian was Principal Lighting Designer for the following projects:

- UCLA Faculty Club Renovation, Los Angeles, CA
Moore Ruble Yudell
- Anacostia Neighborhood Library, Washington, D.C.
The Freelon Group, R. McGhee & Associates
23,000 sq.ft. | 2,137 s.q.m., \$14.7 M
- Tenley-Friendship Neighborhood Library, Washington, D.C.
The Freelon Group, R. McGhee & Associates
21,472 sq.ft. | 1,995 s.q.m., \$10.2 M, LEED Gold Certified
- Billie Jean King Main Library, Long Beach, CA
Skidmore Owings & Merrill LLP, 93,500 sq.ft. | 8,700 sq.m., \$48 M, LEED Platinum Certified
- Phoenix Library Auditorium, Phoenix, AZ,
Will Bruder+ Partners LTD
- University of Denver Community Commons, Denver, CO
Anderson Mason Dale, Moore Ruble Yudell
132,000 sq.ft. | 12,263 s.q.m., \$64 M

EDUCATION

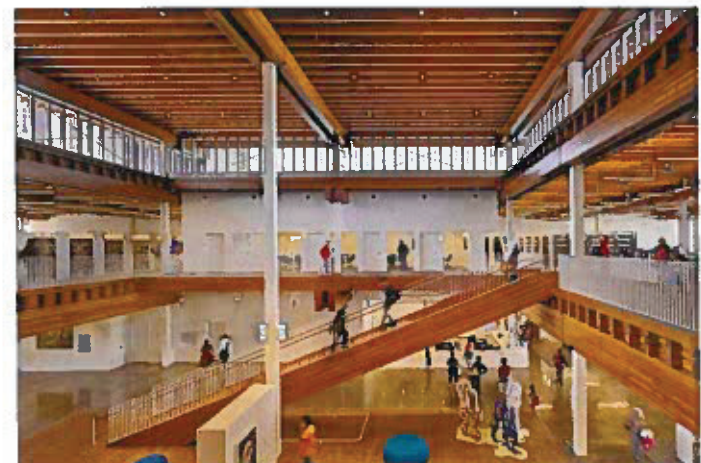
- California State University, Long Beach,
Bachelor of Fine Arts in Interior Architectural Design



Anacostia Neighborhood Library



Tenley-Friendship Neighborhood Library



Billie Jean King Main Library

PROFESSIONAL AFFILIATIONS

- Certified Lighting Designer
- International Association of Lighting Designers, Member
- Illuminating Engineering Society of North America, Member
- American Institute of Architects, Associate Member

Amy Muhl
Senior Cost Estimator



Amy Muhl is an Associate Principal at TBD Consultants and will be the Senior Cost Estimator for the project. With over 20 years of experience, she provides full range of cost management and cost control services throughout all design phases, including advising on construction and overall project costs, establishing project budgets, performing value engineering services, benchmarking and bid analysis. Amy has diverse experience with projects involving various building types in the healthcare, commercial and education sectors, she has focused on providing early phase high-level cost management services for projects.

RELEVANT PROJECT EXPERIENCE

Amy Muhl was Senior Cost Estimator for the following projects:

Carmel Libraries, Carmel, CA
 Pickleweed Library Renovation, Sa Rafael, CA
 Mt. Shasta Library, Mt. Shasta, CA
 Santa Cruz Library, Santa Cruz, CA
 San Rafael Downtown Library, San Rafael, CA
 San Francisco Museum of Modern Art Expansion, San Francisco, CA

EDUCATION

Master of Applied Sciences, University of Toronto, 2002
 Bachelor of Applied Sciences and Engineering, University of Toronto, 2000



Carmel Library



Pickleweed Library



Santa Cruz Library

Gary Barnett
Specifications Writer



Gary will develop the Project Manual for the Harrison Library project upon the project's advancement into the Schematic Design Phase. He will coordinate the development of the Project Manual with the other Design Consultants while generating the Architectural portions of the Project Manual. .

RELEVANT PROJECT EXPERIENCE

Gary Barnett was Specifications Writer for the following projects:

- * University of California, Berkeley, Lower Sproul Redevelopment Project including renovations to Chavez Student Center and Martin Luther King Student Center Berkeley CA

Foster City Government Center, Foster City CA

Los Angeles Public Television Channel 35, Repurposing of historic Merced Theater (the oldest surviving theatre building in Los Angeles), Los Angeles, CA

- * LACCD West Los Angeles College, Fine Arts, Building B, modernization

- * LACCD West Los Angeles College, Math and Science, Building A, modernization

- * LACCD West Los Angeles College, Student Services Building, modernization *

- * LACCD Los Angeles Mission College, Plant Facilities Warehouse & Shop Replacement Bldg, Sylmar CA

Los Angeles Southwest College, School of Arts and Humanities

Los Angeles Southwest College, School of Career & Technical Education

- * Projects with Moore Ruble Yudell

EDUCATION

Bachelor of Architecture, Kent State University, Kent Ohio, 1979

PROFESSIONAL AFFILIATIONS

Registered Architect, California (C21805)

Certifications/ Affiliations Construction Specifications Institute (CSI)

Specification Consultants in Independent Practice (SCIP)



UC Berkeley Lower Sproul Redevelopment



Head Royce Private School



Foster City Government Center

Relevant Experience

Moore Ruble Yudell

Selected Libraries

- University of California, Los Angeles Powell Library Renovation, Addition, and Seismic Improvements, Los Angeles, CA
- Santa Monica Public Library, Santa Monica, CA
- University of California, Berkeley Boalt Hall Library Renovation/Interior Remodel, Berkeley, CA
- Shanghai Tech University, Main University Library, Shanghai
- University of California, Los Angeles Hugh & Hazel Darling Law Library Addition, Los Angeles, CA
- California Institute of Technology, Sherman M. Fairchild Engineering Library, Pasadena, CA
- University of Maryland Clarice Smith Performing Arts Center Music Library, College Park, MD
- Humboldt Library, Berlin, Germany
- MIT Sloan School of Management Dewey Library, Cambridge, MA
- National Tropical Botanical Gardens Library, Kauai, HI
- City Library, Parnell Square Cultural Quarter, Competition, Dublin, Ireland
- Dublin Technological University Library Complex Competition Finalist, Dublin, Ireland
- St. Petersburg State University Graduate School of Management Library, St. Petersburg, Russia
- Saint Mary's College of California, Library and Learning Commons, Moraga, CA
- Mt. San Antonio College Library Replacement, Walnut, CA
- University of Washington Tacoma Library, Historic Snoqualmie Falls Power House Adaptive Reuse
- University of Oregon, Science Complex Library
- San Juan Capistrano Library Competition Finalist

Santa Monica Public Library

Selected Historic Projects

- University of California, Los Angeles Powell Library Renovation, Addition, and Seismic Improvements, Los Angeles, CA
- University of California, Berkeley Boalt Hall Library Renovation/Interior Remodel, Berkeley, CA
- University of Washington Tacoma Library, Historic Snoqualmie Falls Power House Adaptive Reuse
- University of California, San Diego Humanities and Social Science Building Repair, San Diego, CA
- University of California, Los Angeles, Faculty Club Renovation, Los Angeles, CA
- Washington University in St. Louis Hillman Hall/Brown School of Social Work, St. Louis, MO
- United States Embassy, Helsinki, Helsinki, Finland
- University of California Berkeley, Lower Sproul Redevelopment Project, Berkeley, CA
- University of California Santa Barbara, Faculty Club Renovation & Guest Room Addition, Santa Barbara, CA
- University of California Los Angeles Gloria Kaufman Hall/Center for World Arts & Cultures, Los Angeles, CA
- University of Cincinnati Joseph A. Steger Student Life Center Swift Hall Renovation, Cincinnati, OH
- University of California Berkeley, Law and Business Connection, Berkeley, CA

The projects shown on the following pages are carefully selected to illustrate Moore Ruble Yudell's specific and relevant expertise for the Harrison Memorial Library project. Throughout our firm's history, we have focused on buildings that support and celebrate the communities they serve. This is particularly evidenced by our spectrum of award-winning libraries and context sensitive historic renovation work.

UCLA's Center for World Arts and Cultures





University of California, Los Angeles Powell Library Renovation and Seismic Upgrade

Key Relevance:

- 1929 building with later additions
- Eligible for the National Register of Historic Places
- Listed in the California Register of Historic Resources
- Adherence to Secretary of the Interior Historic Standards
- Circulation and accessibility improvements
- Seismic upgrades while building occupied
- Sustainable system upgrades

Awards:

- American Institute of Architects National Honor Award
- AIA/ALA Library Buildings Award
- Los Angeles Business Council Architectural Awards
- Los Angeles Conservancy Award
- California Governor's Historic Preservation Award

Location:	Los Angeles, CA
Scope:	Seismic Improvements; Programming and Visioning Study; Renovation and Addition Improvements
Size:	162,000 GSF
Date:	Seismic Improvements 10/2020 - 9/2024 Programming and Visioning Study 3/2015 - 8/2015 Renovation and Addition 8/1990 - 4/1995
Cost:	\$14.5m
AE Fee:	\$1.65m
Firm's Role:	Design and Architect of Record

Key Personnel:

Buzz Yudell, FAIA, Partner-in-Charge, Renovation/Addition
Chris Hamilton, Principal-in-Charge
Kaoru Orime, Space Planning, Color & Materials
Tyler Schmidt, Code/Life Safety

Client References:

Allison Benedetti, Director, Arts, Music and Powell Libraries
T: 310-206-8746 E: abenedetti@library.ucla.edu

Peter E Hendrickson, AIA, Assoc Vice Chancellor, Design & Construction, University of California, Los Angeles
T: 310- 825-0256 E: phendric@capnet.ucla.edu



Collaborative visioning workshops with library staff

The Powell Library project is a continuation of over 30 years of work on this historic structure. One of the four original and most distinguished buildings on the UCLA campus, Powell continues to evolve to better serve the needs of the campus and student communities.

The current work began in 2015 as visioning for the renovation and adaptive reuse of Powell intended to shape the library towards a forward looking, more people-centric experience. Subsequent feasibility studies for the building led to Moore Ruble Yudell's follow-up programming, Tier 1 and 2 seismic studies, and detailed cost evaluations. This work enabled the University to leverage scarce funding sources and adapt the building for future generations.

Responding to Context

Powell Library provides a special context to explore new and changing conditions of a library program within an historic setting. The library is in the process of transforming from a facility that stores information to one that supports and enables investigation into a range of electronically obtained sources. With this change, the library is becoming people, rather than, book-centric. This triggers a reevaluation of the types of spaces appropriate for the library – to identify program and space that is desired and those that may no longer be necessary.

Understanding Opportunities

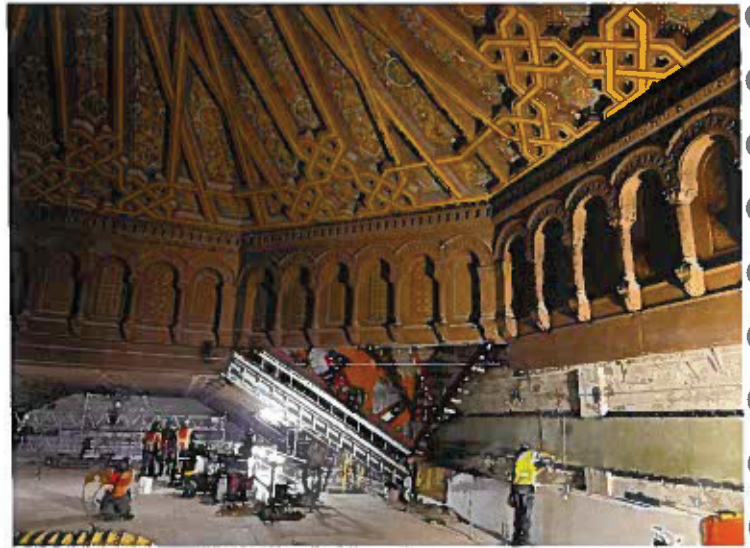
The study was divided into a set of broad exercises – gathering, analyzing and documenting to develop an understanding of the library's needs, and goals. The process included evaluation of existing conditions, investigation of emerging trends and analyzing precedents. Through understanding the conditions within Powell, a basic sense of "What Works / What Doesn't" emerged. A more focused investigation into the spaces identified as "Not Working" become opportunity areas for imagining a new Powell.

Collaborative Process

The process included meetings, presentations and an interactive workshop with a wide range of staff, both from Powell and the greater UCLA librarian community. The ideas and observations developed at the workshop formed the "raw data" that was used to develop potential interventions into reconfiguring Powell's physical framework and investigating how the library might grow to better serve its student community.

Developing Options

Plans were developed to illustrate options from simple and straightforward to ones involving development of significant new architectural interventions. One key goal emerged – the reduction and relocation of stacks. Other proposed improvements would be undertaken in a phased implementation.



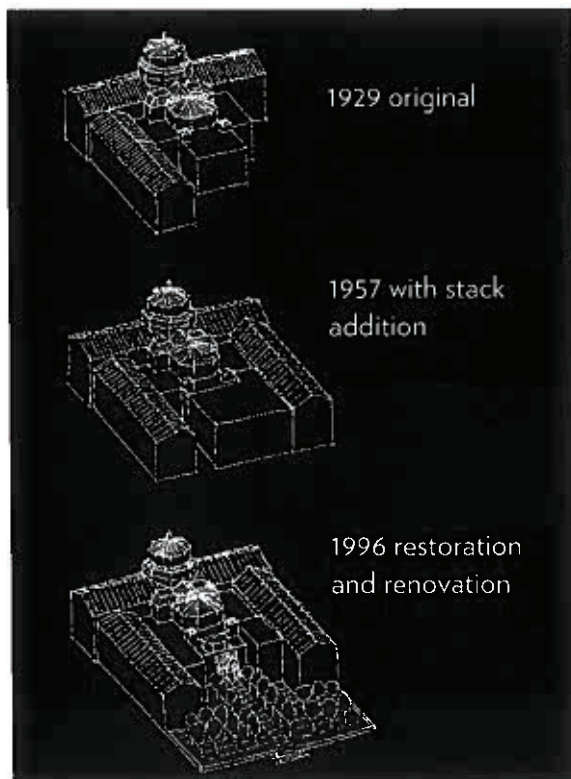
Careful Restoration per Secretary of Interior standards



Laser technology provides accurate images of existing structure



New south facade is a sensitive renovation to the historic building



Moore Ruble Yudell's original work on Powell came from the need to fortify against seismic disturbances, provide better access for the mobility-impaired, and upgrade its building systems. The University also wanted to create a better-organized and more efficient facility, making the building easier to move through and use, and provide for current and future technology demands. In addition, this was an opportunity to create an appropriate new south façade and courtyard for the historic College Library. By clarifying circulation, the 162,000 SF building was made fully accessible to the mobility-impaired while also making the programming and use of the building more efficient. The new stack of south reading rooms brings light into formerly dark spaces and provides an informal reading room for the library's users. Materials, proportions and details are carefully composed to allow the south façade to take its place within this historic building as an appropriate and sensitive, yet fresh, addition. Powell Library has continued to be a dramatic new center for campus life. It is the first building on the UCLA campus to receive a National American Institute of Architects Honor Award.

UCLA Faculty Club

University of California, Los Angeles



Key Relevance:

- Historic building renovation and preservation
- Creative use of limited budget
- Donor and fundraising support
- Accommodates meetings and events
- Integrated display of campus owned artwork
- Los Angeles Conservancy Preservation Award winner

Location: Los Angeles, CA
Scope: Seismic and Infrastructure Improvements
Size: 30,000 GSF
Date: 12/2019 - 12/2022
Cost: \$6.3m
AE Fee: \$1.25m
Firm's Role: Design and Architect of Record

Key Personnel:

Buzz Yudell, FAIA, Design Partner
 Clover Linne, Project Manager
 Tyler Schmidt, Code/Life Safety

Client References:

Victoria Steele, Ph.D., Distinguished Librarian Emerita,
 Curator Emerita, UCLA Public Art Collection
 E: vsteele@ucla.edu T: 310-825-0877

Eric Heggen, RA, Senior Project Manager
 UCLA Capital Programs, Design & Construction
 E: eheggen@capnet.ucla.edu T: 310-267-4823

Awards

Los Angeles Conservancy 2024 Preservation Award:



Mid-Century Modern qualities are preserved and enhanced

The renovation of the 30,000 sf 1959 Mid-Century Modern Faculty Center preserves and enhances the key defining qualities of its architecture and landscape. Its post and beam architectural style is unique to the UCLA Main Campus. The center contains a rich mix of meeting rooms, event spaces, and dining, all with adjacent outdoor patios.

Carefully considered improvements are based on understanding the existing conditions, code requirements, sustainability goals, current and future needs and uses. Moore

Ruble Yudell worked closely with UCLA to strategize and coordinate the scope items to be included within the project budget. Seismic upgrades, kitchen and restroom upgrades, and new roofing were project priorities.

With the help of Moore Ruble Yudell to develop further design visions used for fund raising, the Faculty Center was successful in securing needed donor funding for enhanced program spaces.





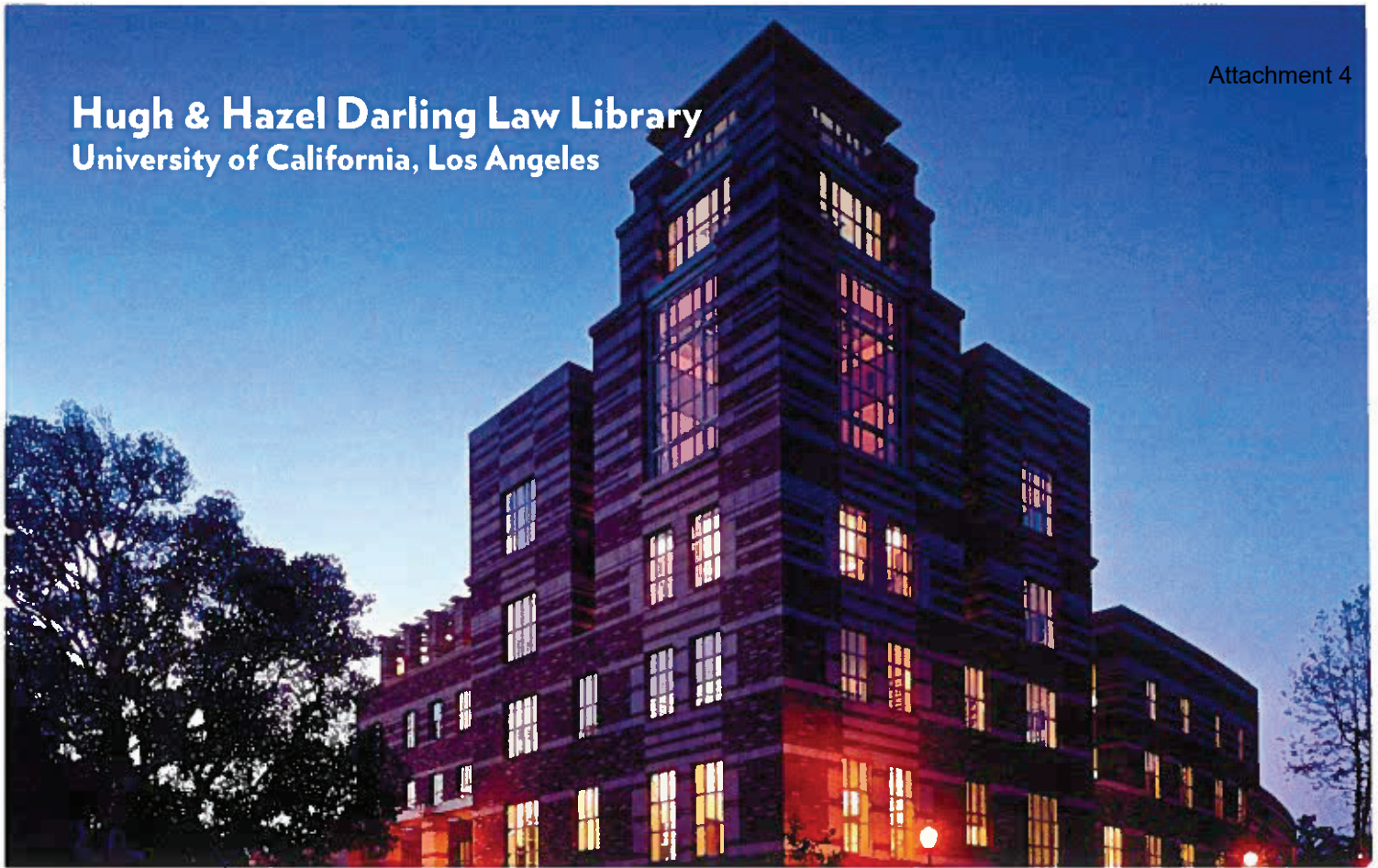
Above and right: We worked with UCLA's curator to relocate and install mid-century murals and sculpture in the facility.





Hugh & Hazel Darling Law Library

University of California, Los Angeles



Key Relevance:

- Building renovation and addition in historic context
- Careful organization of library collection with stakeholders
- Circulation and accessibility improvements
- Accommodates meetings and events
- Custom furnishing and lighting harmonize with identity

Key Personnel:

Buzz Yudell, FAIA. Design Partner

Client References:

Susan Westerberg Prager

Dean Emerita Southwestern Law School (retired)

E: sparger@swlaw.edu

Charles Cannon

University of California Berkeley School of Law (retired)

Haas School of Business

E: cgcannon@berkeley.edu

Hugh & Hazel Darling Law Library takes full advantage of its restricted site at a busy campus gateway to create a major icon for entry into this campus district. A corner tower with spectacular views to the city and mountains establishes a strong identity for the entire Law School.

The new addition and renovation clarifies movement within the library which had evolved in a haphazard way. Library spaces function at multiple scales from the individual, to small groups, to large campus gatherings. Daylight washes the renovated main reading room thru a new skylight and a dramatic top lit stair connects all levels providing vertical continuity. A special multi-use reading room at the corner tower establishes pride of place for the Law School community.

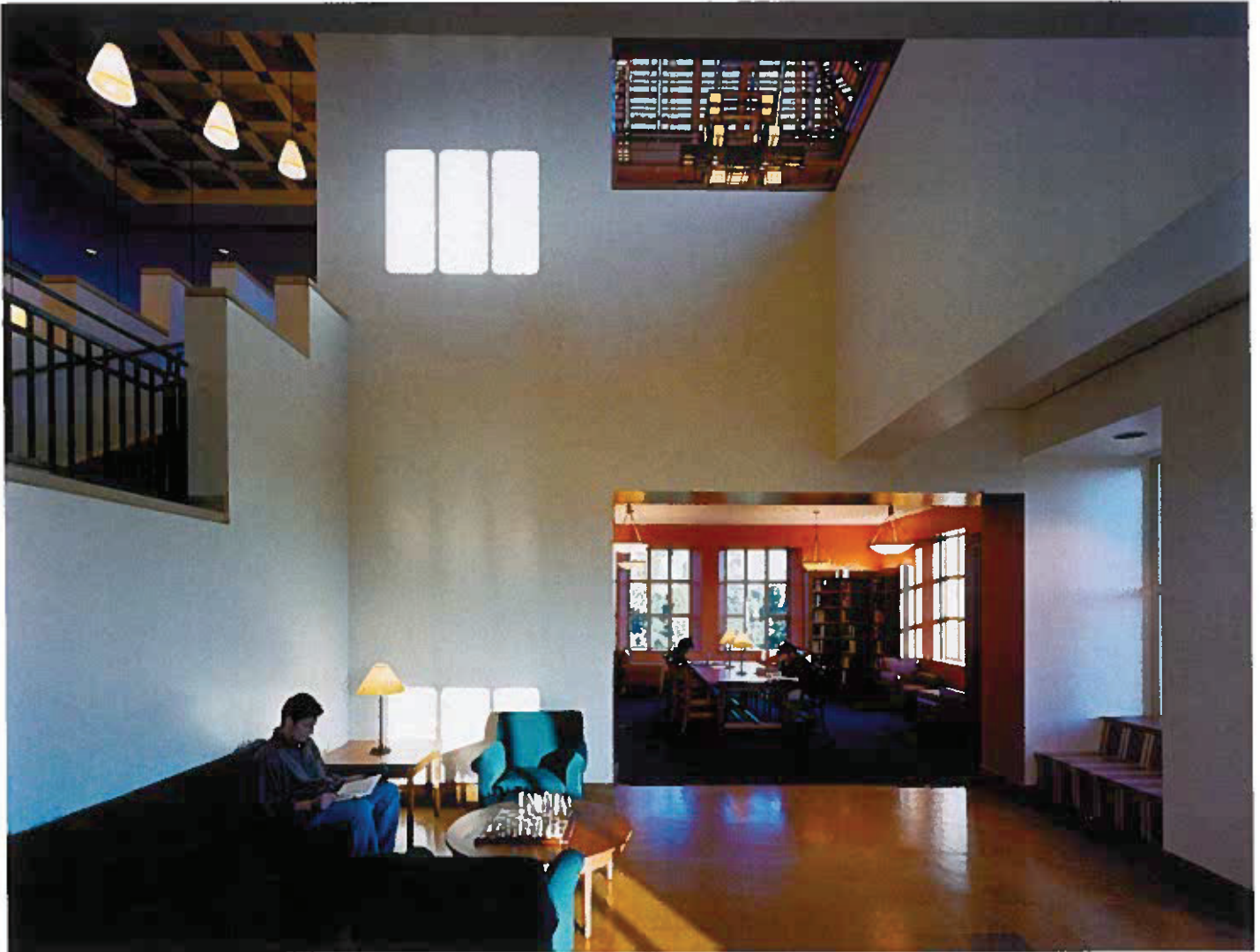
Location: Los Angeles, CA
Scope: Renovation and Addition
Size: 72,700 SF New, 47,600 SF Renovated
Date: 1998
Cost: \$20m
Firm's Role: Design and Architect of Record



Iconic tower reading room became campus destination

Daylight, material and color enliven space





Library provides spaces of diverse scale and character

Faculty Club Renovation and Addition

University of California, Santa Barbara



Key Relevance:

- Place of community engagement
- Historic building renovation and restoration
- Major interior remodel
- Accommodates meetings and events
- Addition maintains historic character and identity

Location: Santa Barbara, CA
Scope: Renovation and Addition to historic building
Size: 15,000 GSF New
 15,000 GSF Renovation
Date: 8/2012 - 9/2016
Cost: \$13.9m
AE Fee: \$1.75m
Firm's Role: Design and Architect of Record
Sustainability: LEED Silver

Key Personnel:

Buzz Yudell, FAIA, Design Partner
 John Ruble, FAIA, Design Partner
 Chris Hamilton, Project Manager (through CDs)

Client References:

Marc Fisher, AIA, Vice Chancellor for Administration Services, UC Berkeley (former Campus Architect, UCSB)
 E: vca@berkeley.edu T: 510-642-3100

Willie Brown, Associate Vice Chancellor for Housing, Dining, and Auxiliary Enterprises UC Santa Barbara
 E: willie.brown@auxiliary.ucsb.edu T: 805-893-2760

Original lighting is restored with new sustainable technology



The UCSB Faculty Club is a comfortable and private center with a breathtaking view of the campus lagoon against a background of coastline, ocean, and offshore islands. Originally designed by Charles W. Moore in 1969, the club has been heralded as an architectural icon.

Our design approach was to articulate the project into three distinct areas of change: *restoration, adaptive re-use, and addition*. The extreme challenge of existing physical repair was addressed with early detailed survey, use of BIM modeling, and intensive follow-up during construction. Significant features include:

- Replacement of entire interior/exterior finishes, insulation, fenestration, roofing, and detailing
- Conversion of complex exterior system of interstitial plaster walls and wood trusses into interior spaces using skylights to maintain architectural character for the long term future
- Restored and expanded main dining room, with improved daylight, systems, and circulation, adding color to enhance architectural layering of walls and windows

Santa Monica Public Library

Santa Monica, California

Key Relevance:

- Place of culture, learning, and discovery
- Dynamic venue for wide array of public activities
- Community engagement during design
- Accommodates exhibitions and informal presentations
- Incorporates historic city mural artwork
- Santa Monica's first LEED Gold public building

Selected Awards

- AIACC Design Awards "Savings By Design"
- Southern California Chapter American Society of Landscape Architects Honor Award for Environmental Sustainable Design
- Chicago Athenaeum American Architecture Award
- Southern California Development Forum Honor Award
- International Interior Design Association Calibre Award for Environmental Leadership

Location:	Santa Monica, CA
Scope:	New Library with relocation of collections and murals
Size:	109,000 SF
Date:	7/2001 - 10/2005
Cost:	\$58m
AE Fee:	\$5.3m
Firm's Role:	Design and Architect of Record Design/Build project with Morley Builders
Sustainability:	LEED Gold

Key Personnel:

Buzz Yudell, FAIA, Design Partner
John Ruble, FAIA, Design Partner
Kaoru Orime, Color and Materials

Client References:

Erica Cuyugan, Assistant City Librarian
E: erica.cuyugan@smgov.net
T: 310-458-8640, 424-330-923

Greg Mullen, former Director of Library Systems/City Librarian (Retired)
E: gregmdelrey@gmail.com
T: 310-390-2821

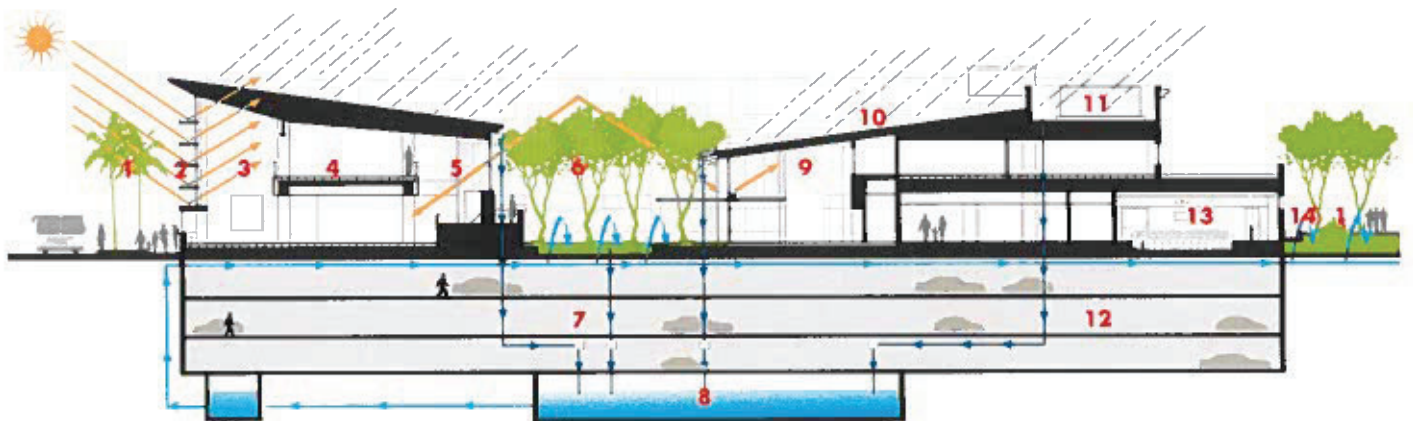


Welcoming spaces earned the library its title of the “Living Room of the City”

A desire to reflect the character of Santa Monica is combined with a response to community priorities and expectations for a landmark building that will serve the public well into the 21st century. The design makes extensive use of controlled daylight, providing views into and out of the building to enhance community awareness and encourage public use.

Designed through a series of community meetings, the library responds to Santa Monica’s breezy context with large sun-shaded windows, modest but civic scale, and the counterpoint of colorful courtyard gardens carved out of the two-story volume.

At the center of the whole is a large enclosed garden court containing a small café with wireless connectivity. The north court and central garden/café combine with a 200-seat auditorium and multi-purpose rooms to offer multiple venues for public use. In addition, a small museum and flexible spaces can alternately accommodate exhibitions and informal presentations.



Inverted “impluvium” roof and underground cistern to collect rainwater for landscape



Shaded windows provide soft light for popular reading room



Custom designed central circulation desk seamlessly integrates technology



Flexible space accommodates exhibitions and informal presentations



Garden court café design integrates site-specific artwork by Carl Cheng "Underwater Canopy" inspired by marine life in Santa Monica Bay



The Library serves as an urban oasis

(B) Proposed Scope of Services Attachment 4



UCLA Hugh & Hazel Darling Law Library with ample daylighting

“ Our students and faculty have flocked to the new library, offering clear testimony that this wonderful new facility succeeds as a center for legal research and study at UCLA. ”

**—Myra Saunders, Librarian,
UCLA Hugh & Hazel Darling Law Library**

Proposed Scope of Services

Overview of Scope

The Harrison Memorial Library project represents a remarkable opportunity to update this historic structure to modern standards, while preserving its historic character and rich cultural heritage. Moore Ruble Yudell's proposed scope of services includes validation of the current programming and concept design, architectural design and engineering necessary to provide seismic upgrades, accessibility improvements, and support modernization of the library facilities and operations. The scope will include updates to building systems, including electrical, HVAC, lighting, technology, and low voltage systems. The project is further intended to enhance the building's sustainability and energy efficiency with a optional, desired LEED Gold certification.

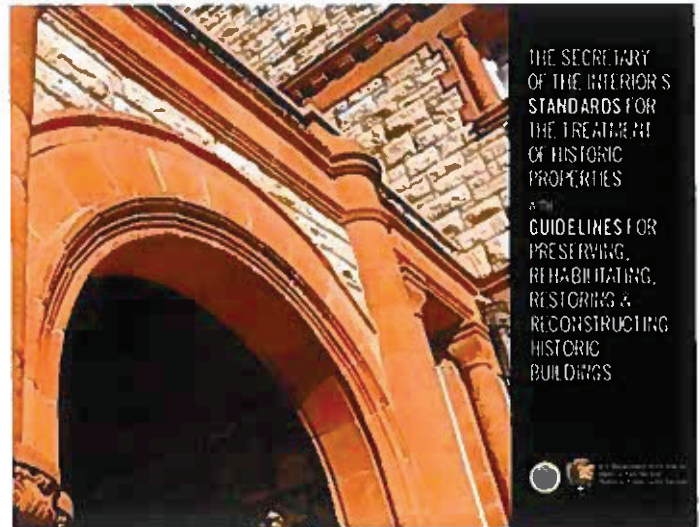
Moore Ruble Yudell will work closely with the project stakeholders to confirm and refine our proposed approach to address the unique schedule and deliverable requirements for the Harrison Memorial Library renovation, including general project milestones, stakeholder participation, design review and approvals, cost and constructability reviews, local and regional agency approvals, interface with local utilities, and potential donor involvement. The following outlines our current understanding and serves as the basis of our proposed workplan and schedule.

While we have made every effort to accurately reflect and describe the scope of work for the Harrison Memorial Library project, we understand that adjustments are often required to address new or unforeseen conditions or requirements.

The work is anticipated to occur over the following primary phases:

- Concept and Program Validation (Conceptual Design Refinement)
- Schematic Design (30% Submittal & Design Review)
- Design Development (75% Submittal & Design Review)
- Construction Documents and Permit (100% Submittal)
- Construction Bid Support (Bid Package and Services)
- Construction Observation
- Post-Occupancy Review

Our proposed scope of work will start with a validation of the currently developed conceptual design to confirm or refine proposed seismic, accessibility, and programmatic updates, including verification of library and community stakeholder needs and desires. The conceptual design may be refined, updated, or adjusted to address updated project requirements based on stakeholder requests and as confirmed by the project's decision makers.



As part of the concept review our work will include evaluation according to the Secretary of Interior's Standards for Historic Properties to establish appropriate criteria and recommendations for the renovation work, including the definition of preservation zones based on significant historic character defining features, contributing historic features, and non-contributing features.

The design and documentation effort will primarily focus on the interior of the building to minimize impacts to work already completed on the exterior, including the recent completion of exterior painting. As the building is a historic structure, we anticipate the need for hazardous materials review and related documentation for contractor remediation as part of the renovation work. A limited site survey will be required to assess conditions and include provisions for an accessible north entrance.

The design will be further developed and documented through the Schematic Design, Design Development, Construction Documents and permitting phases of work. Project scope includes early meetings and reviews with required agency and utility partners to facilitate successful review and approvals for the project. We understand that the renovation work may be performed as a traditional renovation or as a phased approach where the library can remain operational during construction. Both options are addressed within this proposal. After the completion of construction and resumption of library operations, our proposed scope includes post-occupancy review of the updated facility to evaluate if programmatic, design and operational needs have been met.

The project's proposed scope includes the following deliverables provided by phase, as indicated. Please see *Section C – Approach to Architectural Services* and *Section D – Project Timeline and Schedule* for additional details.



Concept and Program Validation

At the completion of this phase, our team will provide an updated concept design and programming document that will serve as the basis-of-design for the project, including:

- Overall project goals and priorities
- Design narratives to describe project needs and requirements, by discipline
- Sustainability goals
- Building code, fire life-safety, and planning requirements
- Detailed space list with program areas
- Conceptual plans and renderings
- Conceptual cost estimate

Schematic Design

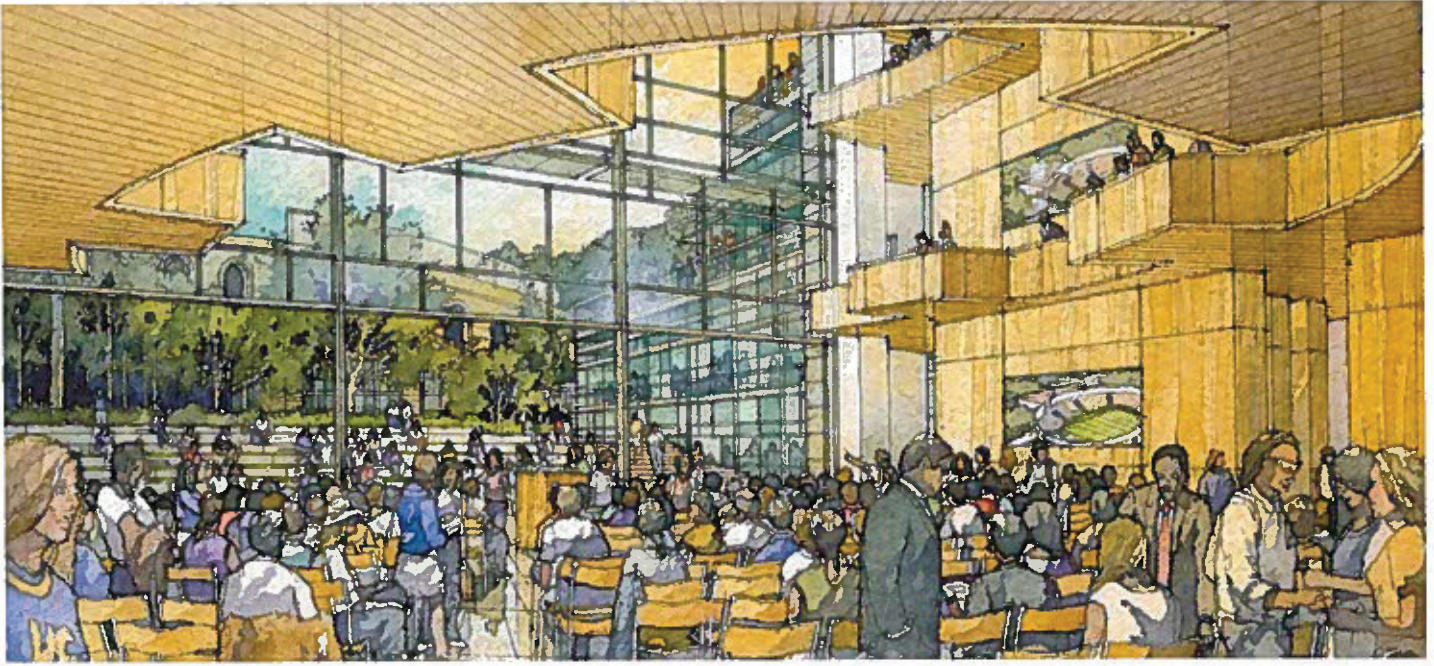
The schematic design documents will include:

- Updated design narratives to describe project needs and requirements, by discipline
- Applicable zoning and code identification, location and other project information
- Site survey and site plan
- Floor plans illustrating all programmed and non-programmed spaces
- Diagrammatic sections and elevations (if needed) to further describe the design intent
- Updated space list with program and design areas
- Building systems diagrams and descriptions
- Preliminary energy modeling
- Preliminary water efficiency design calculations
- LEED checklist (optional)
- Preliminary finish and materials selections
- Updated renderings of key spaces
- Schematic cost estimate

Design Development

The design development documents will include:

- Written response to prior phase comments
- Zoning and code identification, location and other project information
- Site survey and site plan
- Floor plans illustrating all programmed and non-programmed spaces
- Interior sections and elevations
- Exterior sections and elevations (if needed)
- Preliminary door and window schedules
- Preliminary details needed to describe design intent
- Furniture and lighting plans
- Preliminary furniture, fixtures, and equipment (FFE) selections
- Updated space list with program and design areas
- Structural and building systems plans
- Updated energy modeling
- Water efficiency design calculations
- LEED tracking of design credits (optional)
- Updated renderings of key spaces
- Updated finish selections
- Progress specifications, including preliminary information for required submittals, information available to bidders, inspection requirements, warranty requirements
- Updated cost estimate



Construction Documents and Permit

Final construction and approved permit documents include:

- Written response to prior phase comments
- Zoning, code requirements, location, construction type, occupancy, areas and required project information for agency review and approval
- Site, survey, and floor plans
- Interior sections and elevations
- Exterior sections and elevations (if needed)
- Door and window schedules
- Finish and lighting plans and schedules
- Final FFE selections and schedules
- Structural calculations and drawings
- Required building systems drawings
- Final energy calculations
- Water efficiency design calculations
- LEED design submission (optional)
- Final specifications
- Bid instructions and special provisions
- Final cost estimate

Construction Bid Support

The permit documents will be combined with additional information required for bidders to provide their construction bids, including the instructions to bidders, insurance requirements, project schedule requirements, addenda, or other project clarifications. During the bid process, our scope includes:

- response to pre-bid questions
- issue addenda, if needed, to clarify or address project requirements

Construction Observation

During construction observation, our scope includes:

- periodic site observation to observe the progress of construction and general conformance to the construction documents (approx. 10*)
- field observation reports
- respond to RFIs and construction submittals
- review substitutions requests
- issue bulletins, if needed, to address changes to the project
- if desired, review construction pay applications and change order requests for appropriateness and validity
- issue record drawings from contractor's as-builts at completion of construction

*quantity to be confirmed, shown as referenced in RFP



Project Management

Our inclusive, exploratory design approach is supported by active and agile project management, a practical approach which manages change consistently and effectively. We work towards a deep understanding of project goals and challenges, recognizing that both the team and the individuals must be flexible, adaptable, and agile. Through our work with the library's different stakeholders to understand specific needs, we can anticipate concerns and make meaningful changes to adjust to new situations.

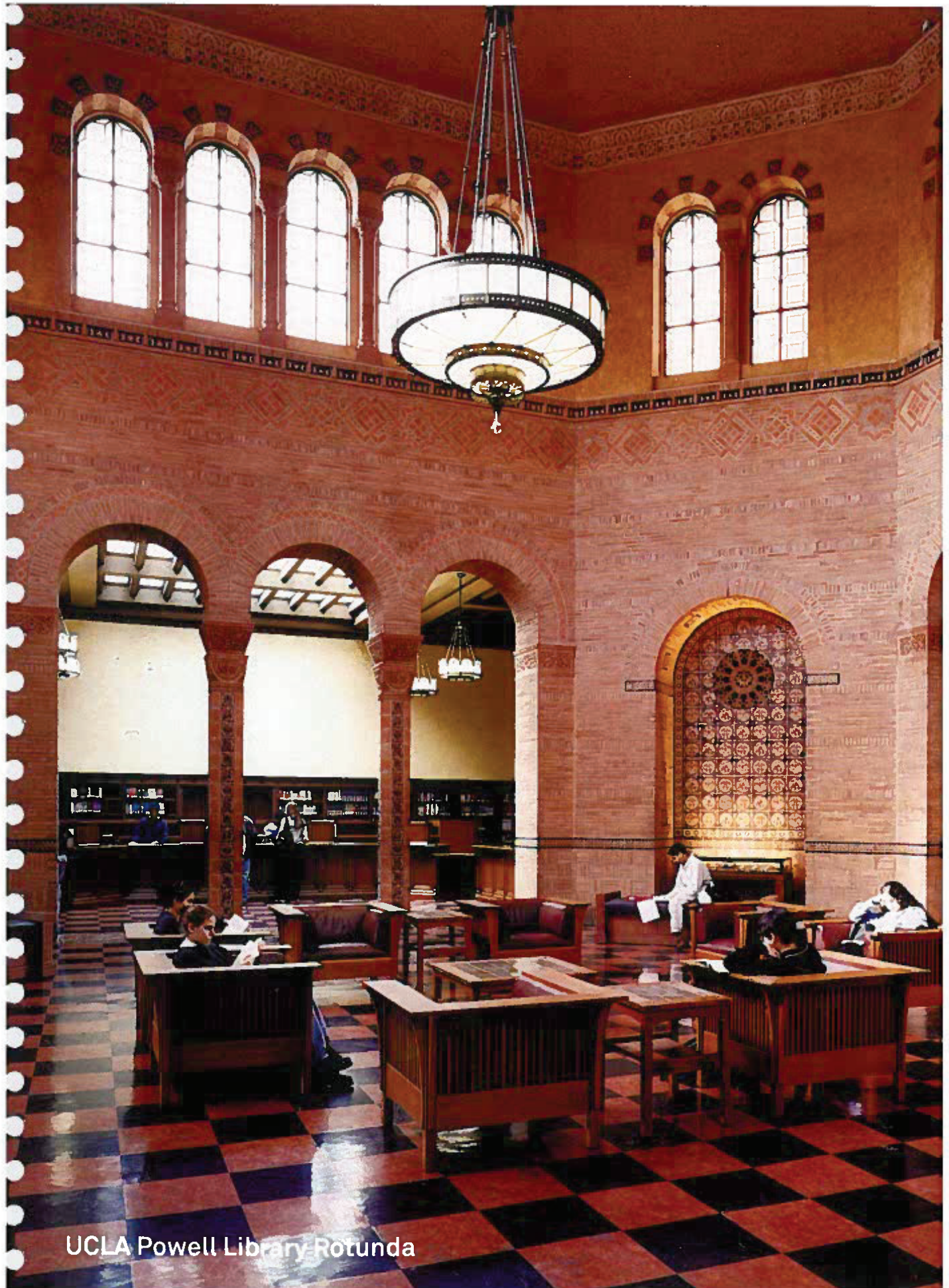
Moore Ruble Yudell will actively manage and coordinate the work of the project design team throughout the duration of the project. We will develop a clear project roadmap in close consultation with the project stakeholders and leadership. Using Microsoft Project, this roadmap will be developed into a detailed project schedule used to track and manage the project progress from initial concept validation through design, documentation, and permitting, until the start of construction.

Our role in managing the project will include active leadership and participation in client meetings, presentations, and stakeholder workshops throughout the validation and development of the design, including:

- Agenda development and meeting summaries for project meetings
- Bi-weekly core team managements video-conference meetings
- Monthly in-person progress meetings with City representatives
- Core team review meetings (up to 3*)
- Regular progress check-in meetings (up to 5*) with key project stakeholders
- Page turn review meeting at the end of schematic design
- Presentation to Library Board of Trustees, City Council, CPLF Board
- Community engagement meetings (up to 3*)

*quantity to be confirmed, shown as referenced in RFP

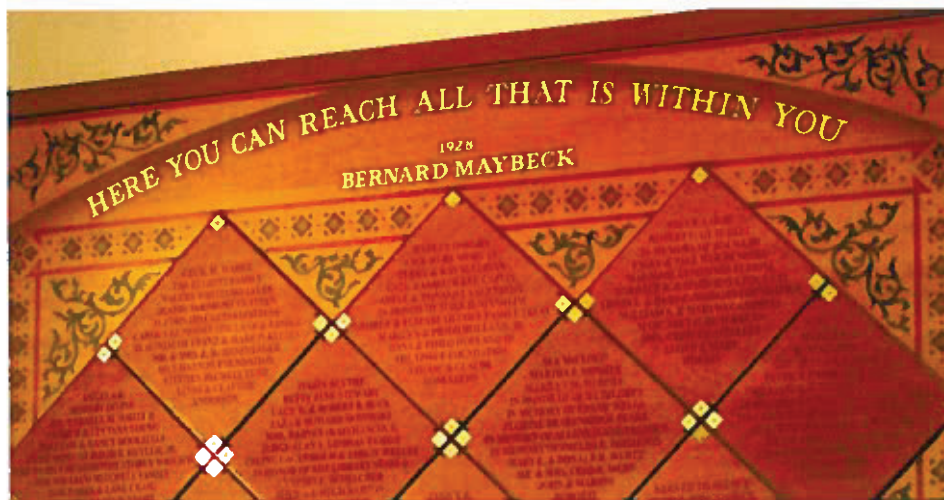
While we have made every effort to accurately reflect and describe the scope of work for the Harrison Memorial Library project, we understand that adjustments are often required to address new or unforeseen conditions or requirements. Our management style and process is intended to be responsive and flexible to accommodate changes or requests that originate from the client.



UCLA Powell Library Rotunda

**“ Typical of much of their brilliant but
self-effacing work, they have made the
existing buildings participate in the
surrounding campus better than they
ever had, while making old and new to
feel “of a piece.” ”**

**— Charles Warner Oakley, FAIA, Former
Campus Architect and Assistant Vice
Chancellor for Design and Construction at
UCLA**



(C) Approach to Architectural Services

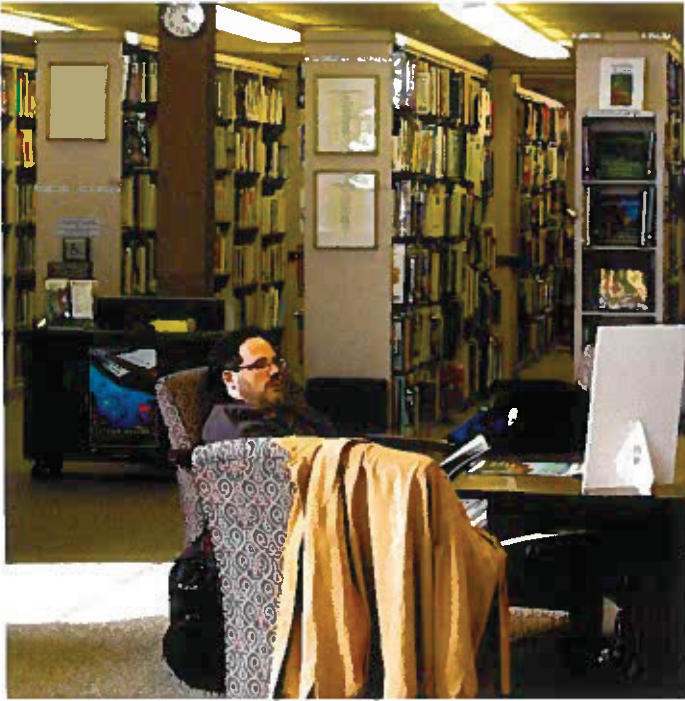
The renovation of the Harrison Memorial Library presents a transformative opportunity for the City of Carmel-by-the-Sea to expand its rich history of library services, from the inception of the Carmel Free Library Associations in the early 1900's, to the construction of the Harrison Memorial Library in 1928, to serving and supporting the community for the next hundred years. The anticipated and much needed seismic, accessibility, and modernization upgrades will breathe new life into this beloved community resource, enabling the library to continue and expand its role as a cultural and community center for Carmel.

There are a number of important aspects that will shape and define the success of the Harrison Memorial Library renovation project beyond the critical and fundamental upgrades to increase seismic safety for the staff and community and provide equitable access throughout the building. We currently understand these include the following:

- maintain and improve the operations of the library facility
- modernize, where appropriate, the services provided by the library
- respect the historic character and atmosphere of the original M.J. Murphy and Bernard Maybeck design
- outreach to the Carmel community, identify key community concerns and desires
- manage the city and building department approval process
- confirm appropriate phasing to optimize impacts to the library, community, and construction costs
- support fundraising efforts

At Moore Ruble Yudell, we believe that successful design begins with listening, continues with understanding and exploration, and is realized in the ways it serves and inspires its users every day. Throughout the project we will partner with the library and community stakeholders, the City, and CPLF to evaluate, confirm, and address these core concepts, and any others critical to the success of the project.

Core to our work is a deep understanding of the buildings we design or renovate, infusing the function with character and a spirit of place. We elevate the tangible elements that you can see and touch, to the poetry of experience.



Confirm Stakeholders and Schedule

At the beginning of the project we will work with you to confirm a clear understanding of who are the key stakeholders and what are the schedule requirements, with particular attention to City and other agency approval processes and fiscal calendars. We find it beneficial for all participants to schedule key milestones, meetings, and workshops for the entire length of the project, with detailed scheduling for each coming calendar year.

Define goals, challenges, and priorities

Early in the design process, we recommend a workshop with key leadership to develop a consensus on broad goals, challenges, and priorities for the project. This will serve as a guiding compass for decision making throughout the programming and design process.

Communications and decision making

Establishing clear protocols for communications and decision making is essential to an efficient and effective process. We will work with you to understand the roles of all stakeholders including City and library staff, relevant community and agency representatives, the broader Carmel community, potential donors, and others as appropriate.

Engagement and Outreach

Engagement with stakeholders is most effective when it happens at multiple scales, from library staff to user to the whole community. While interviewing both individuals and small focus groups will yield invaluable information, we also recommend workshops with cross-constituent conversations to better inform and align decisions.

Importance of renovation and reuse

Renovation projects present the most sustainable approach to building for the future, providing modernized facilities and services while simultaneously preserving important historic resources.

The historic nature and central location of the library presents unique opportunities for strengthening synergies with the broader community and activating a lively civic environment. By leveraging design and programmatic initiatives that encourage and expand uses beyond those of a traditional library, the project can achieve significant added value to the community.

For UCLA's Center for World Arts and Cultures, we were charged to transform the former Women's Gymnasium into a high-tech home for the Center. While the building had great historic fabric, its interior was dark and inflexible. Leveraging funds for seismic improvement and from donors, we respected the historic fabric, while transforming the interiors with daylight, flexible spaces, and sophisticated AV and performance technology.

Project Phasing

We often see construction phasing become an important factor related to the successful completion of renovation projects. A traditional approach to renovations, temporarily closing a facility in order to renovate the building, is likely the most cost-effective and fastest approach to completing much-needed building improvements. However, this approach does not consider other important aspects of success. We understand that a complete closure of the Harrison Memorial Library can have an adverse impact on the community that the library serves. Funding may also not be available at the outset of the project to complete the full extent of needed renovations.

Our proposal includes a standard and a two-phase approach to construction. The two-phase approach is intended to allow the library to remain open during construction, while minimizing the overall impacts to cost and the construction schedule. Please see *Section D – Project Timeline and Schedule* for additional information.

We encourage early discussions with key project stakeholders to better understand the impacts and further explore alternate and creative approaches to address concerns such as those noted above. Strategies could include temporarily re-purposing portions of the Park branch library to continue operations or finding other temporary nearby facilities. Implementing a pop-up library or book-mobile type service can aid both in distribution of books and provide scheduled community gathering locations throughout the city.

Library Operations (Planning / Programming)

Public libraries are complex, continuously evolving institutions. Beyond the physical building, libraries are made up of the people that work there, the collections of books and materials that are contained within, the technologies that are incorporated into daily use, the services and programs that the library provides. Most importantly, libraries are community centered. Much as the City of Carmel-by-the-Sea's library system has evolved over time from its origins as the Carmel Free Library Associations to its current incarnation, it will continue to evolve to address the needs of future Carmel generations.

Trends in public libraries are reflections of trends in society in general. Because a public library serves everyone, how service is delivered is dependent upon understanding societal trends in multiple dimensions. While one current trend towards technology and web-based access to information are important to understand and incorporate into future library operations, increased use of public libraries in the United States and internationally have belied the idea that libraries are no longer necessary. Indeed, the role libraries serve in our communities is more important than ever.

With the emergence of E-books and E-media as strong and growing segments of a library's collection, non-traditional uses including maker spaces, digital media centers and demonstration kitchens, equipped with the latest technology and a wide variety of tools and equipment, provide a springboard for new forms of 21st century literacy.

Now, more than ever, the public library is about inspiration and creativity, engagement and community involvement, digital inclusion (bridging digital divides in technology access, learning and mastery), building partnerships and learning, both formal and informal. With new technology available to the public and new spaces that stress community and collegiality, public libraries are facing the challenges and risks of evolving from book-centric institutions focused on collecting to people-centric institutions focused on creativity, inclusion and discovery.

The Center for the Future of Libraries, created by the American Library Association, has researched and developed an extensive range of resources for understanding the future of libraries (<http://www.ala.org/tools/future/trends>). The range of possibilities, grouped into broad categories, will serve as a useful discussion point as we work together to craft appropriate facilities to support the future of the Harrison Memorial Library.

For example, one trend "Digital Native", in the demographics category, addresses the fact that children born into and raised in a digital world, post-1980, may work, study and interact in



very different ways from "digital immigrants" or people born a generation prior to 1980. The library services and experiences offered to digital natives/tech savvy individuals will be vastly different than those traditionally offered by a public library.

As part of our work with the city and library staff, together we will take a close look at what technologies, services, and programs will best serve the needs of the Carmel community – often a range of options to address the needs of current and emerging generations – digital natives and traditional book readers alike.

Working with staff and stakeholders, we anticipate meetings and outreach to occur at multiple scales of involvement, to understand each group's unique questions and needs:

Staff – meetings with key administrators, meeting with supervisors, meeting with front line staff. Determine what they feel are the most important issues facing the library, what they hope to see in the future, what works for them and what doesn't work, what changes are needed both in services and the building.

Stakeholders – meetings or phone interviews with select individual stakeholders or small group sessions with specific groups, what are the key concerns in Carmel, what do they feel are the library's strengths and weaknesses, what they would like to see in future, what are the barriers to achieving these.

Community – public meeting(s) to present possibilities in public libraries, and ask about priorities, needs, and aspirations.



Powell Library historic chandelier sensitively updated with LED lamps

A Cultural Center for Carmel: Community and Events

The Carmel Public Library is truly the epicenter of community and culture. With its wide range of programs, spanning local to global issues and historic to contemporary concerns, it serves as a forum for civic dialogue and community building. The range of scales and types of events, including Fireside Chats, Community Nights, the Henry Meade Williams Local History Lecture Series, further amplifies the central role of the library for the community and region.

Ensuring that the Harrison Memorial Library creates an optimal environment for the outreach, events, and services of the library is essential to its focal role in the community. It will be critical that the project address the multiple dimensions that enhance the users' experience and the library's offerings.

Restoring and Renewing the Historic Building

The community deeply values the Harrison Memorial Library building. In surveys and meetings, a common theme has been to ensure that the building and traditional atmosphere we love be maintained. This is natural and appropriate for such a distinguished building and library program. To optimize its functions, while ensuring the continuity of its legacy, it will be important to treat this as the restoration and polishing a gem. At the same time, new technology and systems will be essential to support the wide range of services and events provided.

Seamlessly Integrating State of the Art Systems

Key to a successful project will be the seamless integration of new technology and systems including WIFI, digital networks, sophisticated lighting, mechanical systems, and technology to serve a full range of accessibility needs- from elevator, to hearing, to visual aids. These systems should be inconspicuous, and easily operated by staff. Their design should accommodate the full range of user experiences, from quiet study, to group work, to hybrid events (in person/ virtual). Providing staff with pre-arranged lighting and mechanical system settings for different types and sizes of events will simplify operation and benefit the experience of events.

Understanding and Designing for all the Senses

We often think first of the acoustic needs of the library, to enhance quiet study. But really, designing for all the senses is critical. Mechanical systems should ensure comfort for all seasons and all scales of events. Wayfinding and signage should reinforce the building's aesthetic while orienting users of all ages. The ergonomics of furniture and technology is important for health and performance of staff and users. Lighting is especially important for comfort and effective work and study.

The current lighting highlights a typical challenge. It may provide sufficient footcandles, but it is visually intrusive and, by virtue of its size and glare, obscures much of the architectural ceiling. The careful design of contemporary lighting will yield comfort and performance without compromising the architectural aesthetic.

Designing for Flexibility

Designing for flexibility is important for the range of services and events provided by the library. This will apply to systems such as lighting and acoustics as well as the design of furniture, fixtures, and equipment (FF&E). New furniture can be designed to be historically appropriate, ergonomically comfortable, and easily reconfigured for changing uses and events. Power, WIFI and other controls can be integrated with minimal visual impact. At the Santa Monica Public Library we designed flexible furniture so that certain spaces could change from study, to exhibition or event spaces.

While restoring and renewing the beauty and function of the historic Harrison Memorial Library, it will be critical to design for the full range of uses and events that may be offered in the future. Designing holistically for the health, comfort, and aesthetic experience of the staff and users will enhance the experience of this legacy library and ensure its continued vitality as a cultural epicenter.

Historic Considerations

The Harrison Memorial Library building embodies a unique architectural and cultural legacy at the heart of Carmel. It is treasured by the community and region and has been a landmark since 1928. It was designed and built by M. J. Murphy, in collaboration with Bernard Maybeck, a brilliant pioneer of California architecture whose national and global reputation has only increased with time. Beyond its provenance and pedigree, the library embodies many aspects of the unique ethos of Carmel; it has an intimate and inviting scale, it is executed with care and craft, it synthesizes key elements of California's architectural tradition including the Spanish Colonial Revival and the Arts and Crafts movement, it connects to the temperate climate and landscape. For all these reasons, the restoration must be approached with great care and attention to technical, performance, and aesthetic considerations.

The works of both Maybeck and Murphy were individually distinguished and, working together on the Harrison Memorial Library, they created the most important civic legacy in the City.

Bernard Maybeck

Bernard Maybeck is a recognized master architect who was noted for having an eclectic style reflective of the period. He trained at the Ecole des Beaux Arts and designed several European-inspired buildings for the 1915 Panama Pacific International Exposition. His work in the 1920s reflects period revival styles popular during the time, including the Spanish Colonial Revival Harrison Memorial Library. Maybeck is known for choosing a style specifically for the needs of each project, and emphasizing the relationship of interior space, external setting, structural design, and light.

M. J. Murphy

Michael J. Murphy was the pre-eminent Carmel designer-builder from 1901 to 1941. He was central to the development of the architectural character and scale of the village. He was a civic leader and valued for his ability to provide good design, construction and building materials. He was enormously prolific, completing some three hundred buildings in Carmel including the Carmel Art Association, the Highlands Inn, The Pine Inn, and the Harrison Memorial Library.

Ella Reid Harrison and Ralph Chandler Harrison

Every great civic building needs the support of its community. Carmel is indebted to the dedication and generosity of Ella Reid Harrison whose bequest in memory of her husband, California Supreme Court Justice Ralph Chandler Harrison, financed the construction of the Library as a memorial to Justice Harrison. The support of the Carmel and regional community will be essential to this



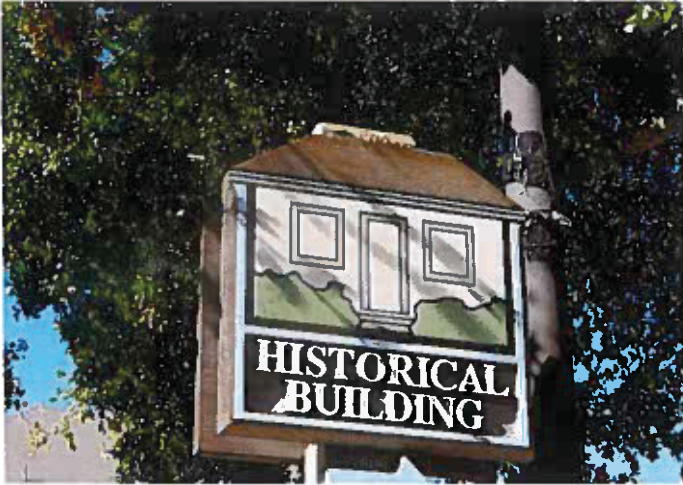
next phase of the library's service. Demonstrating and communicating deep respect for legacy and a clear vision for the future will be central to earning the community's support.

Alignment with the Secretary of the Interior's Standards

The Secretary of the Interior's Standards for Rehabilitation and for the Treatment of Historic Properties would guide the project to ensure the appropriate treatment of the significant historic features, spaces, and finishes. For the Harrison Memorial Library, the project will include the identification of character-defining features and a conditions assessment to inform the development of the project.

The Harrison Memorial Library is in a Conservation District and is individually listed on the Carmel Inventory of Historic Resources, significant for its contribution to the broad patterns of local history and for its architecture. Compliance with the Standards for Rehabilitation would ensure that the important historic features are maintained, and that this significant building – the only example of Bernard Maybeck's work in Carmel – would maintain its eligibility for historic designation.

The Secretary of the Interior's Standards for the Treatment of Historic Properties provide guidelines for reversibility in historic buildings. These propose that new alterations should be reversible without damaging the integrity of the historic property.



Respecting the Past and building for the Future

The Harrison Memorial Library is approaching its centennial in 2028. The project should not only restore the luster and beauty of the original building, it must integrate technology, systems, and furnishings that will serve and inspire the library staff and the community at the highest level for the next one hundred years.

Aesthetic Alignment

Respect for the ethos, atmosphere and essential historic characteristics of the library will be central to all planning and design. Elements that have been added over time should be carefully reviewed for their alignment with the historic building. New elements which are required for function, health, safety, and accessibility should be harmonious with the historic fabric.

Seamless Integration

Carefully designed systems for lighting, environmental controls, acoustics, accessibility, and technology should be integrated to have minimal visual impact but optimal performance and flexibility.

State of the Art Resilient Systems

Systems should be designed for longevity and ease of operations. They should be designed for resilience so that, over time, changes and updates can be made with minimal disruption to service and to the fabric of the historic building. Systems should be user-friendly for staff and users of all ages and abilities.

Community Concerns and Outreach

Carmel and the region have a strong sense of community and history. As a city with roots in the arts and culture, it is natural that the community is committed to the stewardship of its cultural legacy. Community participation will be a critical part of developing understanding and support for the project. A city with such a treasured history comes with heartfelt and diverse opinions. It will be important to invite

and welcome dialogue throughout the planning and design process. We believe that architecture begins with listening, proceeds to understanding and is completed in creating places that inspire individuals and communities. We want the Carmel community to feel great pride and ownership in the future of the library.

It is a sign of a strong community that there are, and will be, a range of concerns and aspirations for the library project. It will be important to understand these issues at the outset and to communicate effectively about our responses to these concerns and evolving issues. From preliminary conversations we understand that key questions include:

- How will the library continue operations during construction ?
- How will any impacts of construction be mitigated ?
For example, traffic, noise, dust.
- How long will construction take and will it be phased ?
- How will the project be financed ?
- How will the character and history of the Harrison Memorial Library be respected ?
- What new services and operational benefits can we expect ?
- Why does the library need such an ambitious project ?

It is healthy for the community to have and express both concerns and aspirations. Listening to and understanding the views of the community can only contribute to the success of the project.

At the outset of the Project, we would work with the library staff and the Carmel Public Library Foundation to develop a Communication and Outreach Plan that is coordinated with our overall workplan. It is important that this be developed in close response to your goals and aspirations for the library project.

Depending upon the composition of the community stakeholders, communications can be both printed and digital, using both established channels of communication from the library and local publications such as the Pine Cone. Presentations and meetings can be customized to specific groups and/or open to the public, depending upon the goals of the communication. A hybrid of in person and virtual meetings is often beneficial. In the spirit of the robust programming offered by the library, Forums could be developed to present and discuss key relevant issues such as the architectural history of the library, the evolving role of library services and so on. Social media is an increasingly valuable way to reach out to diverse ages. For many projects, we assist our clients in developing a specific project website.

We find that transparency and continuity of communications and outreach builds trust, support and confidence. The community should feel the excitement of being stakeholders in creating a dynamic and resilient future for the next one hundred years of the Carmel Public Library.

Fundraising

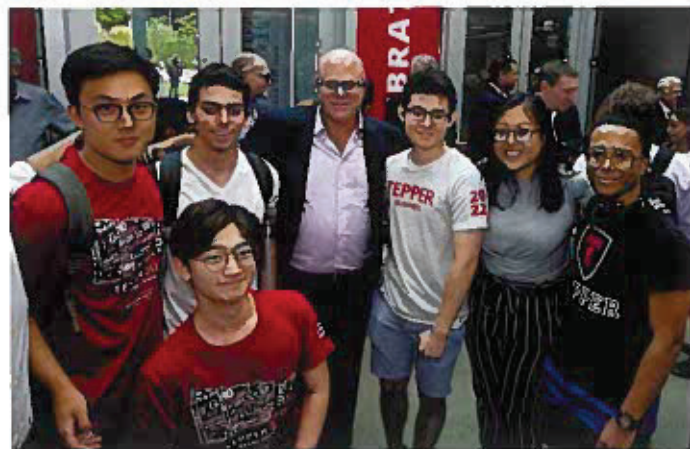
Carmel and its region are unique as culturally and environmentally rich communities. They are treasured both by those with deep roots in the community as well as those who have gravitated here more recently. Carmel attracts a broad range of residents and visitors locally, regionally, and globally. The library is both a historically unique building and a key cultural center of Carmel. The importance and value of restoring and renewing this legacy for the next hundred years, make the Harrison Memorial Library a prime candidate for successful fund raising. Communicating a compelling vision will be central to this success.

Moore Ruble Yudell has had remarkable success in building relationships with key donors for a wide range of project types. We have collaborated with foundations such as the Howard Hughes Medical Institute and visionary individuals like David Tepper, to communicate how each project can reflect the aims and values of donors and their foundations. The process has included introductory and progress meetings, in person and virtually, often creating 2-D and 3-D visualizations for specific donor needs. Our project leadership and team stand ready to provide the level of support that the library leadership determines will help fully realize your many aspirations for the Project.

We would work closely with you to identify your needs and customize fundraising materials. Frequently we provide fundraising materials that form a “kit-of-parts” that can be edited for specific presentations. Media can include renderings, videos, models, project narratives and graphics. More recently we have provided Virtual Realty experiences for specific client and fundraising purposes. We often assist with written material for press releases, preparation for community and donor meetings, and preparation of grant applications.

We are ready to assist you with presentations for any scale of meeting, from single donors, to foundations, to community or affinity groups. We can help you to identify a wide range of donor opportunities at multiple levels of contribution. We typically develop graphic systems for donor recognition which are aesthetically aligned with the Project and which can be easily added to over time.

We frequently coordinate with both external fundraising consultants and client representatives to develop a seamless approach and process for a successful fundraising campaign. This should begin early in the planning and design process to ensure alignment and value for all efforts.



*“Space can limit you in how things are done.
This space will not.”*

—Lead Donor David A. Tepper,
Carnegie Mellon University

We find that effective communication of a compelling vision ensures that our donors take great pride in their contributions and in the success of the Project for generations to come.

Seismic Improvements

Fundamental to the successful completion of the Harrison Memorial Library project is the integration of improved structural performance to address current seismic and life-safety requirements within the context of an historic building. It is important that these improvements can be implemented without negatively affecting the original character of the building.

Our recently completed Powell Library Seismic Improvement project presents an exemplary case-study for how strategic thinking and careful planning led to our successful seismic renovation – building a ship-in-a-bottle by adding 33 tons of steel, over 350 linear feet, within an attic space above the library’s historic reading room ceiling – resulting in a completed project where the library users will not see that seismic upgrades were made.

Accessibility / Universal Design

Important community resources, like Harrison Memorial Library, are crucial facilities in support of a thriving and dynamic community. One of our primary goals is to provide universal access to the library and its services. In addition to traditional accessibility, our design effort will focus on the broader concept of universal design, incorporating strategies to create spaces that are inclusive, functional, and comfortable for people from diverse backgrounds, ages, and abilities.

Agency Outreach

Meeting with key agency and utility stakeholders and reviewers early and throughout the project is an important aspect to our approach for complex projects. We understand that each agency, utility, and city department has their own important requirements that the team will need to understand and address for successful approvals.

While the current plans for the library renovation do not include increases in occupancy or changes in use, we understand that water use is an important regional concern and there are important requirements that will need to be confirmed and addressed when adding plumbing fixtures or otherwise changing how water is used and wastewater is discharged from the site.

Scheduling early meetings and reviews with agencies like the Carmel Fire District, Carmel Area Wastewater District, Monterey Peninsula Water Management District, PG&E, and the City of Carmel-by-the-Sea's Planning and Building Divisions enables the project team to proactively partner with these agencies to work through and address project specific concerns before they become barriers to project approvals.

High-Performance Integrated Team

We believe in the benefits of a process that is highly collaborative, iterative, and exploratory. Yet we organize and structure it to be efficient and time- and resource-sensitive. We balance listening and leadership, exploration, and expertise.

To ensure a holistic and efficient approach to the Project, we recommend including all consultants early in the process. We have assembled an effective team of consultants with broad and deep experience in civic, library, and historic work. Early and continuous coordination with the full consultant team will optimize decisions on technical issues including building systems, technology, space needs, accessibility, sustainable initiatives, building performance, maintenance, and library operations. During project mobilization, we would refine the consultant team and detailed scope of work with you.

Quality Management

Quality assurance and quality control are integrated into Moore Ruble Yudell's design and management process. Quality control will be provided at a detailed level through continuous project management and through milestone peer reviews. On-going quality control includes key project team members so that content under their responsibility will be properly followed through. Integrated quality assurance and coordination will be performed by the Project Manager through regular coordination with the consultants and with ongoing communications and dialogue with Library leadership and project management.

Milestone Peer Reviews will focus on completeness and clarity of the documents, coordination of project requirements for both Moore Ruble Yudell and our consultants, as well as the review, confirmation, and inclusion of previous Library comments and discussions.

Our work with key agency reviewers such as the Fire Marshal, the Carmel planning and building departments, and public utilities will begin early in the process to avoid unnecessary 'surprises' during planning and permit reviews. Before the submission of the Final Documents, Moore Ruble Yudell will conduct a Final Documents Quality Control Review to evaluate the completeness, clarity, and effectiveness of the documents, including incorporation of all comments and final confirmation of coordination with the contract requirements.

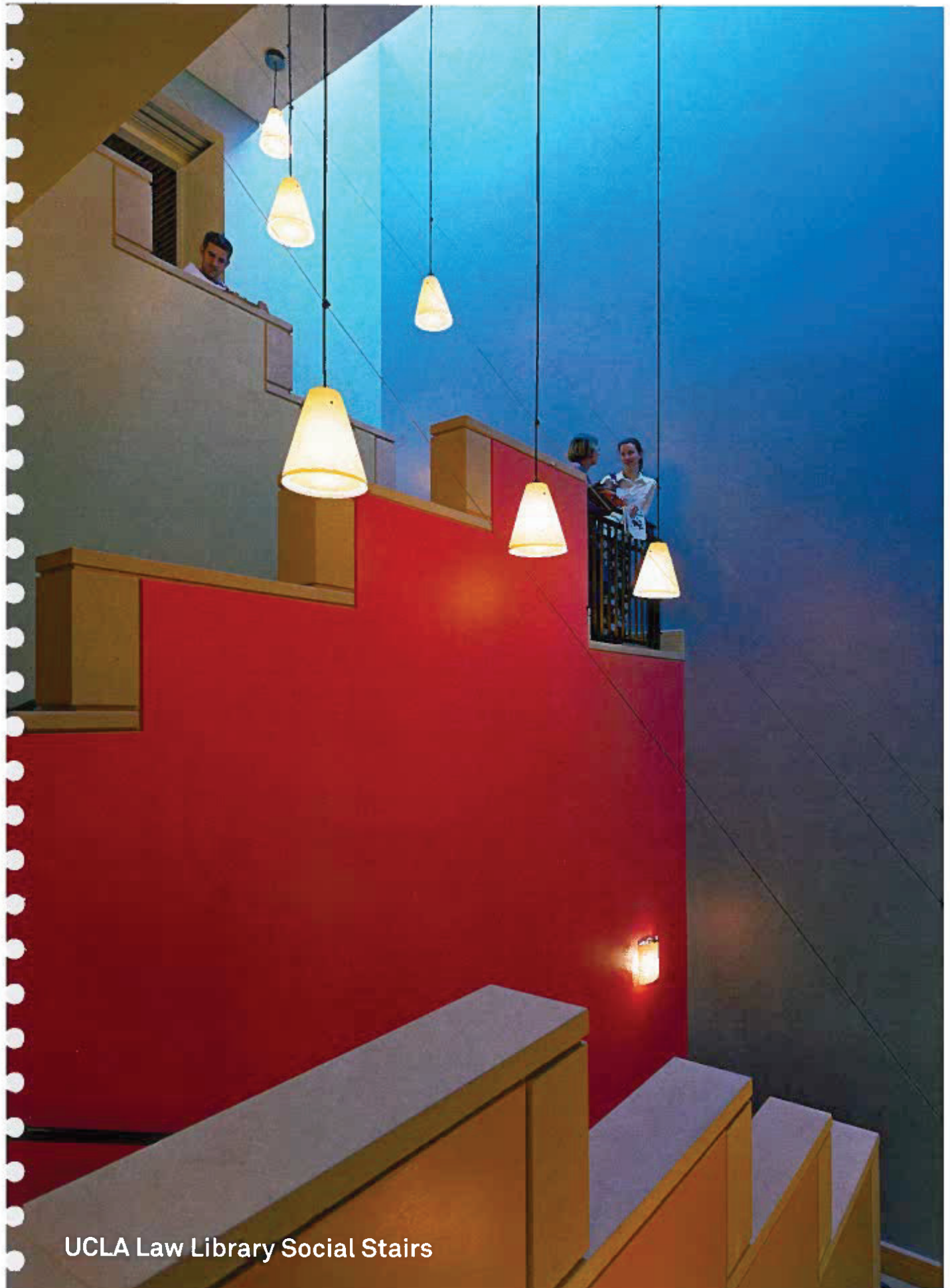
Cost Management and Constructability: Balancing Design Goals with Value Engineering

Cost management begins at the inception of a project. Effective cost management is a continuous and iterative process, in which evolving test fits and options are vetted for cost as well as constructability and performance. It is most effective when all consultant disciplines and key stakeholders are at the table. Throughout the process we look for ways to make every dollar and every square foot count. Toward that end we analyze opportunities for economies through shared and flexible use of spaces. We design spaces that are used for circulation to also be places to sit, relax, and even read a book. Connections to outdoor spaces can also extend and expand the function of programmed spaces. We endeavor throughout the process to continually update the impact of decisions and market conditions on cost and constructability. This enables the team to maximize cost management and minimize or eliminate late phase value-engineering.

At our Lower Sproul Plaza and Student Center adaptive re-use project we helped the UC Berkeley realize a very ambitious multi-program project at significantly lower cost than previous studies and concepts envisioned. By reimagining and replanning the Martin Luther King, Cesar Chavez, Lower Sproul Plaza, and underground parking structures, revitalizing instead of building new, we were able to leverage seismic, life safety, and code upgrades, and create more open, inviting, flexible, and sustainable buildings. The Society for College and University Planning (SCUP) was so excited by this project that they inaugurated a new prize for combined excellence in campus planning and architecture, the 2017 Jury's Choice for Outstanding Achievement in Integrated Planning and Design.

(D) Project Timeline & Schedule

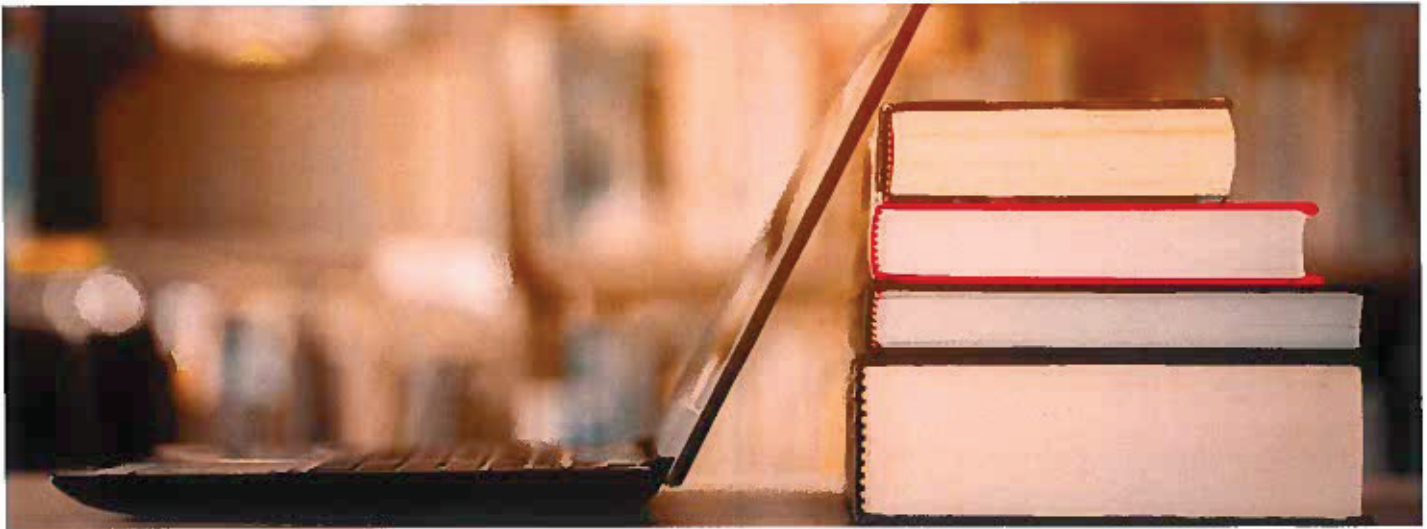
Attachment 4



UCLA Law Library Social Stairs

“ The project team was committed to respecting the Faculty Club’s contributions to campus history and culture ... Inventive planning, design, and fundraising enabled the project team to revitalize a beloved campus building near the end of its life cycle and transform it into a newly relevant campus asset. ”

– Preservation Award, Los Angeles Conservancy



(D) Project Timeline and Schedule

As described in *Section B – Proposed Scope of Services*, based on our understanding of your needs we have developed two options for the preliminary timeline and schedule of the Harrison Memorial Library project. We anticipate the following phases as outlined in Section B.

- Concept and Program Validation (Conceptual Design Refinement)
- Schematic Design (30% Submittal & Design Review)
- Design Development (75% Submittal & Design Review)
- Construction Documents and Permit (100% Submittal)
- Construction Bid Support (Bid Package and Services)
- Construction Observation
- Post-Occupancy Review

Our proposal includes two approaches to the project. The first is a traditional renovation project, where the library will be closed for the duration of the renovation. The second is a two-phase approach, where the library may remain partially open and operational during the renovation. Our proposal for the two-phase approach is based on the understanding that the city, library, and CPLF may desire a balanced approach that addresses:

- the desire to provide ongoing library service to the community
- the need for time and cost-efficient construction
- the necessity of fundraising

Traditional Renovation

A traditional renovation will provide the most time and cost-effective approach to the Harrison Memorial Library project. This approach will enable a contractor to complete all aspects of the work without the need to accommodate ongoing library operations and to provide safe access to the public into the library and around areas of the building that would be under construction. The clear drawback to this approach is

the need to close the library or provide alternate facilities and services during construction.

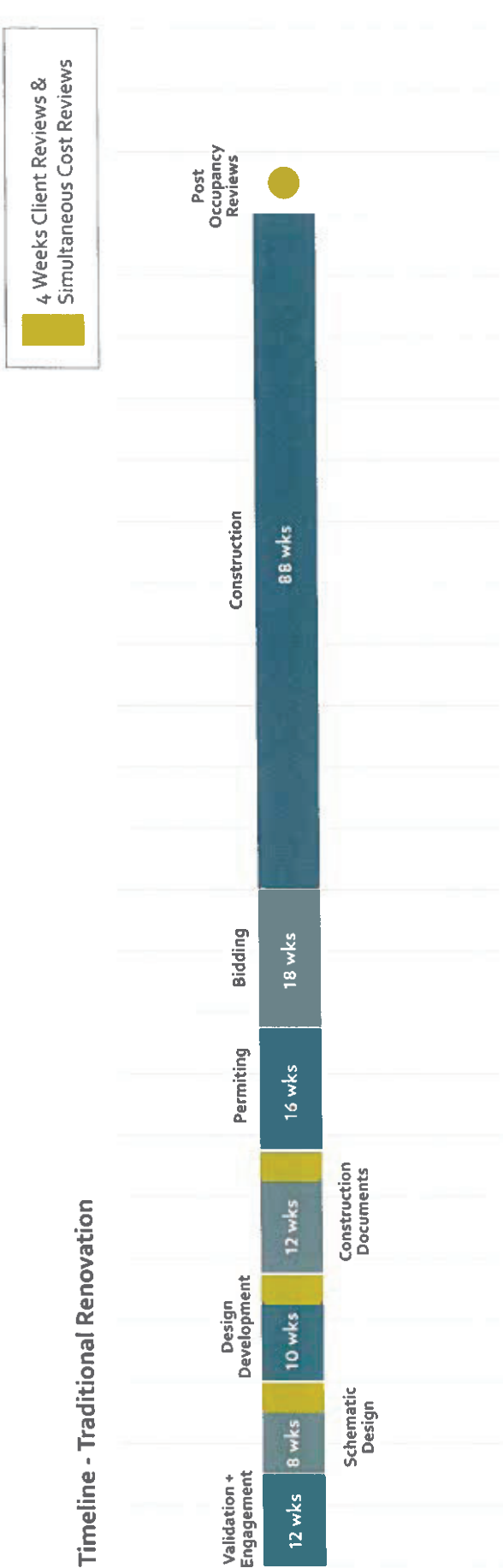
Phased Renovation

For the phased renovation approach, we proposed that the construction occur over two distinct phases of construction, essentially renovating each wing of the building separately. While this is anticipated to be moderately less time and cost-effective than a single phase of construction, requiring additional design and coordination, specific documentation for each phase, as well as separate permit efforts, if properly planned, it would allow approximately half of the library to remain open during most of the construction.

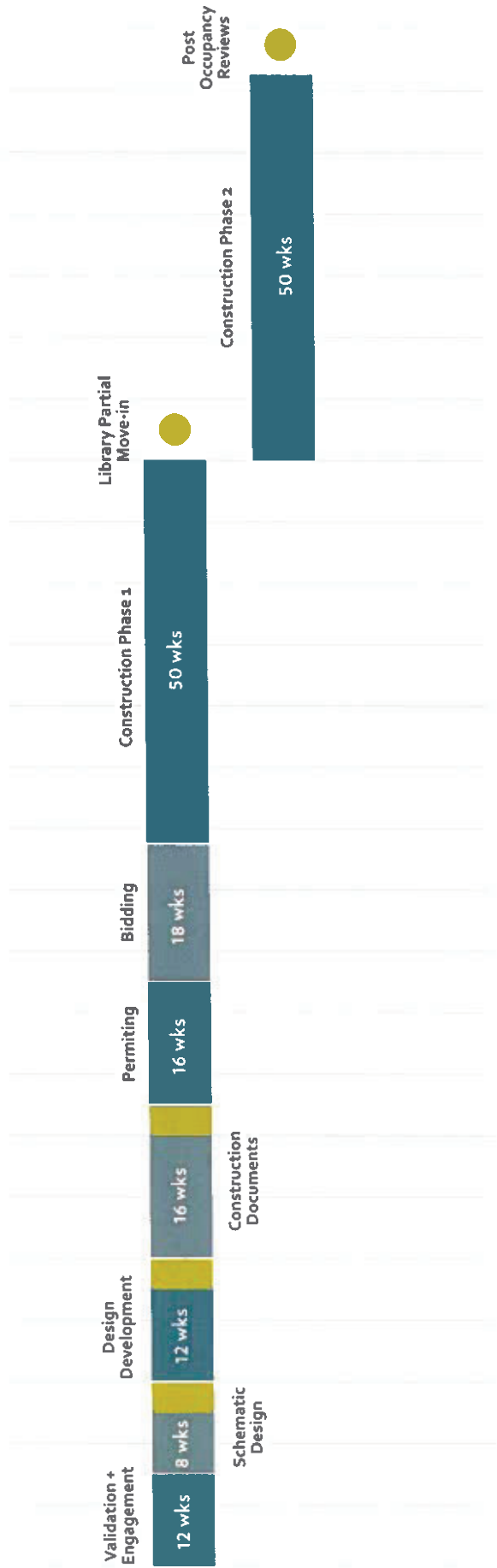
When considering a phased approach to construction it is important to both the ongoing operation of the library, and the permit and inspection process, that the phasing of the work always plan for and anticipate a complete and safe building both during and after construction. There are many considerations to this, the clearest of which is that the occupied areas of the building must meet all fire, life-safety, and related code requirements. This is particularly important given the nature and extent of the anticipated seismic improvements that will occur over the perimeter of most of the building.

As the project develops, it may be possible to further subdivide the project into smaller areas of construction, however, this fundamental principle of maintaining complete and safe areas will remain a consideration. Additional strategies to balance the operational needs of the library could include temporarily re-purposing portions of the Park branch library to continue operations or finding other temporary nearby facilities. We look forward to the opportunity to work with the city, library, and project leadership to adjust and refine these options.

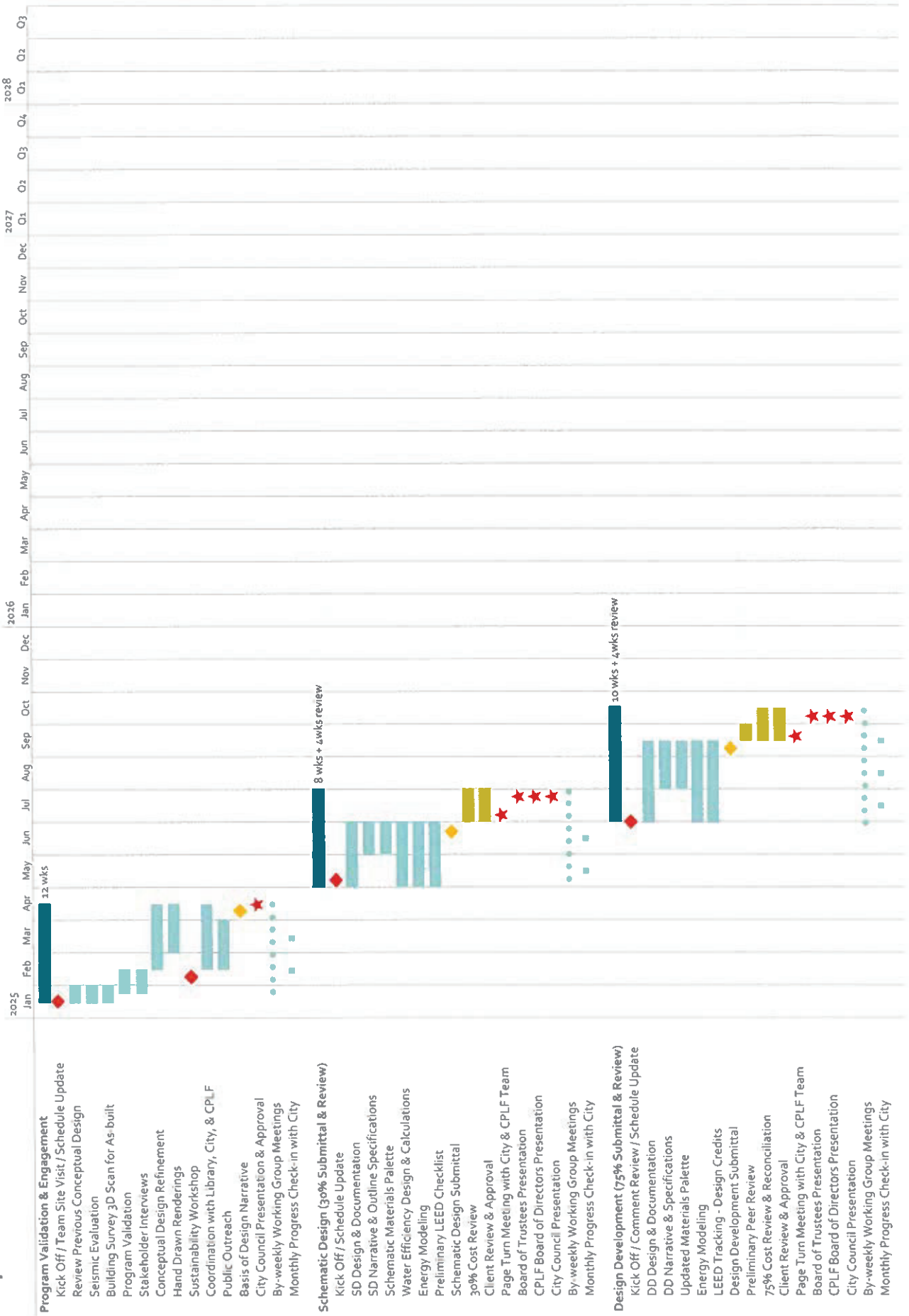
Timeline - Traditional Renovation



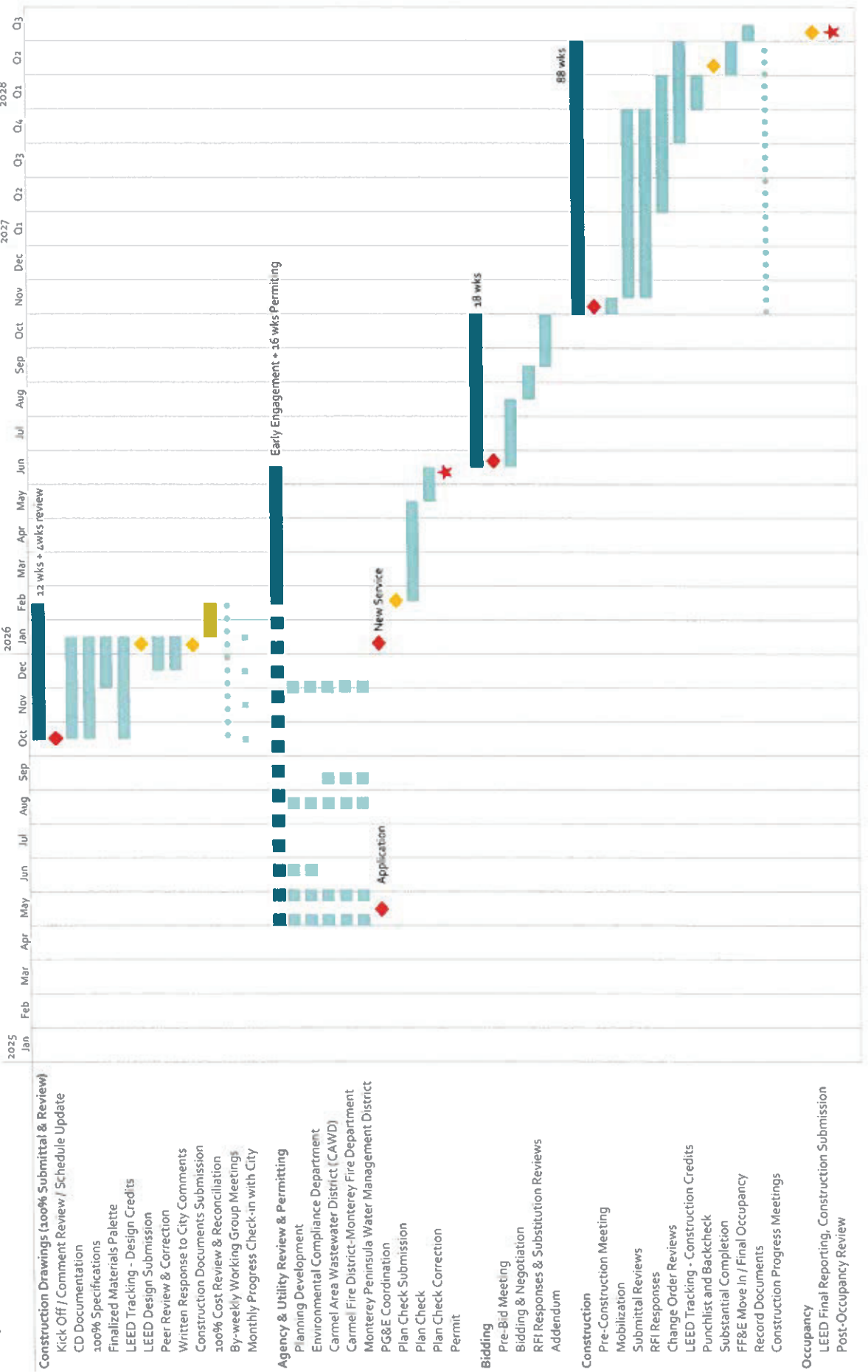
Timeline - Phased Renovation

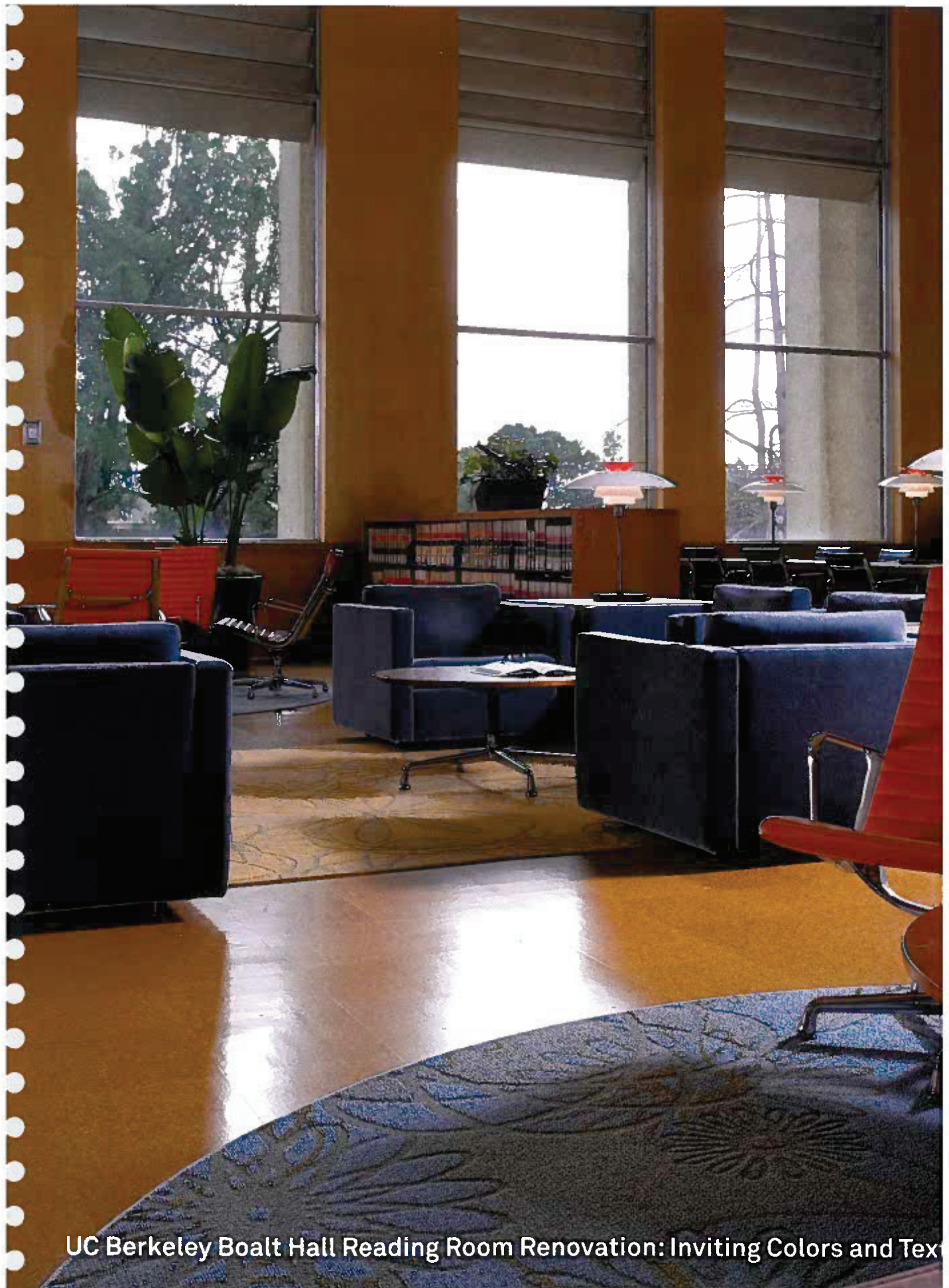


Proposed Schedule



Proposed Schedule





UC Berkeley Boalt Hall Reading Room Renovation: Inviting Colors and Text

**“ Moore Ruble Yudell possesses that rare
blend of talents that finds expression
in an architecture that resonates with
the past, is responsive to contemporary
culture and future-minded in its craft
solutions. ”**

**— Bernard J. Cywinski FAIA, Founding Partner
of Bohlin Cywinski Jackson**



(E) Potential Additional Services

Moore Ruble Yudell's proposed scope of services includes the scope we understand to be necessary to complete the Harrison Memorial Library project as described in the Request for Proposals and Addendums 1, 2, and 3, as posted to the Public | Purchase bid portal.

We look forward to the opportunity to further refine and optimize our proposed scope of work to most accurately reflect the needs of the City of Carmel-by-the-Sea, the Harrison Memorial Library, and the Carmel Public Library Foundation, as well as other project stakeholders. Potential services the you may want to consider include:

3D/Lidar scan – a detailed 3-dimensional as-built scan can be very beneficial to record the existing conditions of an historic structure such as the Harrison Memorial Library, providing useful photographic and dimensional reference information that can be used throughout the project's planning and design.

Additional Site Improvements and survey work – limited site improvements are likely required to meet minimum accessibility requirements for the project. Additional site improvements, including additional survey work, may be desired to provide further improvements to the library's accessibility and universal design goals.

Landscape Design – as the project scope is further refined, e.g. potential extents of seismic improvements to the foundations, limited landscape improvements may be required to

Renewable Energy (Solar) Design – a photovoltaic system is included as a recommendation in the 2023 masterplan report, though not included in the scope of the RFP. During the concept validation, our team will confirm the appropriateness of installing a new PV system, and if desired by the City, library, and CPLF, can incorporate into the design of the project.

LEED Gold Certification – our team anticipates incorporation of sustainable design measures that contribute to optional LEED certification as part of our best practices and responsible design practice. This effort will be included in our typical scope of work. Additional design effort required to fully satisfy the requirements and provide necessary documentation to achieve LEED Gold certification can be provided as an optional service as requested.

Contract Clarifications

Moore Ruble Yudell has reviewed the sample Professional Services Agreement provided as part of the City of Carmel-by-the-Sea's Harrison Memorial Library request for proposal. We appreciate the opportunity to provide comments on the sample agreement. While there are no contract terms that will prevent Moore Ruble Yudell from executing an agreement with the City, there are some terms that we believe are in the best interests of both the design team and the City to review and further clarify to avoid non-insurable items and protect the interests of both parties to the agreement. We would appreciate the opportunity to further review the following items at an appropriate time.

Article 6 concerning indemnity, provides an uninsurable duty to defend and obligation to pay attorney's fees.

Article 8 concerning performance

- Paragraph A includes a non-insurable warranty that the consultant and its agents, employees and sub-consultants are experienced and properly licensed to provide the services contemplated by Government Code section 37103. That section provides the City the authority to contract with a list of professionals for services. That list specifies engineers but is silent as to architects. We recommend clarification or deletion of the reference to the code section.
- Paragraph B states the standard of care but qualifies it as to the "highest" standard of care. We recommend the word be deleted. There is only one standard of care and agreeing to qualify this will affect insurability.
- Paragraph B includes an uninsurable warranty that the consultant is familiar with "all" laws that may affect the project. We recommend that "warrants" be changed to "represents", and that the word "applicable" be inserted between all and laws.
- Paragraph D provides that in addition to the standard of care, services must be performed to the satisfaction of City. The satisfaction requirement may affect insurability; We recommend it be modified by a reference such as "as required by the standard of care".

Article 9 provides that the consultant may be delayed in providing services by delays caused by the City and, if so, it is entitled to an extension of time, but not to additional compensation.

Article 10 provides that architect "guarantees" that no federal or state copy rights are infringed by the services. This is uninsurable.

moore ruble yudell
architects & planners

933 pico boulevard
santa monica, california 90405
310-450-1400

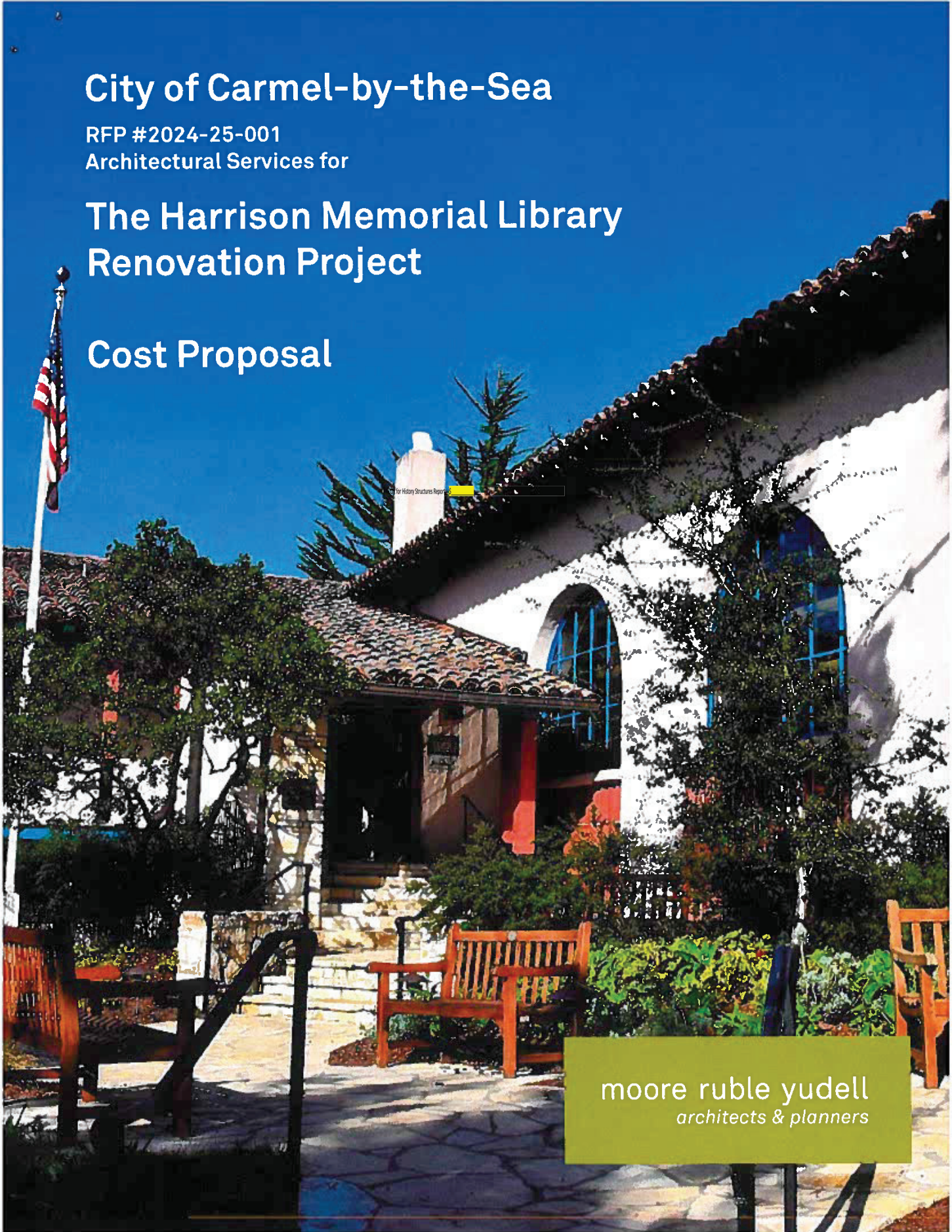
contact: Chris Hamilton, Principal
chamilton@mryarchitects.com
moorerubleyudell.com

City of Carmel-by-the-Sea

RFP #2024-25-001
Architectural Services for

The Harrison Memorial Library Renovation Project

Cost Proposal



Moore Ruble Yudell is pleased to present the following cost proposal for the City of Carmel-by-the-Sea's Harrison Memorial Library project, as described in the City's Request for Proposal and Moore Ruble Yudell's accompanying proposal response. This cost proposal represents our proposed fees for the scope of services described within the accompanying proposal and clarification contained herein, including the identified meetings, phase deliverables, and anticipated project schedule. We look forward to mutually refining this proposal and providing any clarifications you may have.

Project Assumptions:

The existing Harrison Memorial Library is a historic building located within the City of Carmel-by-the-Sea. The building is approximately 7,500 square feet, wood construction, and is comprised of two floors plus a partial mezzanine. For this cost proposal we have assumed \$12.5m, the midpoint of your proposed range, as the estimated cost of construction.

Moore Ruble Yudell's proposed scope of services includes validation of the current programming and concept design, architectural design and technical engineering necessary to provide seismic upgrades, accessibility improvements, improved signage, and support modernization of the library facilities and operations. The scope will include updates to building systems, including electrical, HVAC, lighting, technology, and low voltage systems. The project is further intended to enhance the building's sustainability and energy efficiency with an optional, desired LEED Gold certification.

This cost proposal is based on our team's anticipated work effort required to perform the services described, pending further discussions and clarifications with you.

Standard reimbursable expenses, such as client requested printing, travel expenses, shipping expenses for client requested materials, prints for permit and agency reviews (if required), and other project-related reimbursable expenses will be authorized in advance and invoiced at a 1.1x multiplier. Invoices will be submitted monthly, at an agreed billing schedule and in proportion to the services performed.

The following pages detail the basis of our proposed fee.

Cost Proposal Fee Summary

Attachment 4

Estimated Construction Cost * \$ 12,500,000

BASIC SERVICES	FIRM	TRADITIONAL	PHASED
Architecture	Moore Ruble Yudell	\$ 1,269,980	\$ 1,450,280
Structural	Pivot Engineering	\$ 141,220	\$ 152,685
Mechanical, Plumbing	Blue Forest Engineering	\$ 70,400	\$ 90,210
Electrical, Tel/Data, AV, Security	Atium Engineering	\$ 33,630	\$ 38,350
Code, Fire/Life-Safety	Code Red Consulting	\$ 29,760	\$ 34,610
Specifications	Gary Barnett	\$ 39,000	\$ 41,680
Cost	TBD Consultants	\$ 73,214	\$ 73,214
BASIC SERVICES SUBTOTAL		\$ 1,657,204	\$ 1,881,029
% of estimated construction		13.3%	15.0%

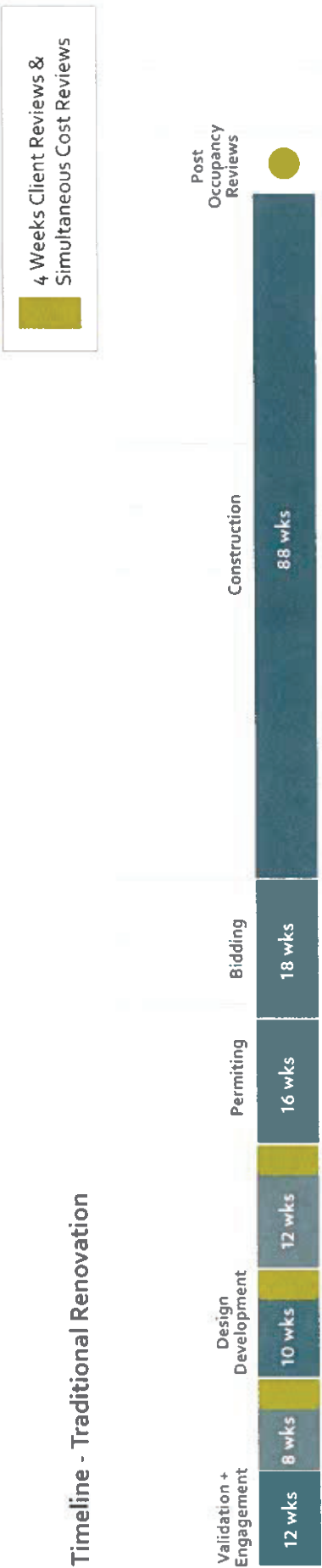
SPECIALTY SERVICES	FIRM	TRADITIONAL	PHASED
Historic Preservation Architect	Historic Resources Group	\$ 43,323	\$ 43,323
Library Consulting	Susan Kent	\$ 14,400	\$ 14,400
Interior Design	Moore Ruble Yudell	\$ 130,400	\$ 130,400
Lighting	HLB	\$ 39,997	\$ 47,579
Signage, Wayfinding	Hunt Design	\$ 48,190	\$ 55,400
Acoustics	Allowance	\$ 15,000	\$ 15,000
Universal Design, Accessibility	Allowance	\$ 15,000	\$ 15,000
Hazardous Materials	Allowance	\$ 20,000	\$ 20,000
Survey	Allowance	\$ 5,000	\$ 5,000
SPECIALTY SERVICES SUBTOTAL		\$ 331,311	\$ 346,102
% of estimated construction		2.7%	2.8%
BASIC + SPECIALTY SERVICES		\$ 1,988,515	\$ 2,227,131
% of estimated construction		15.9%	17.8%

OPTIONAL SERVICES

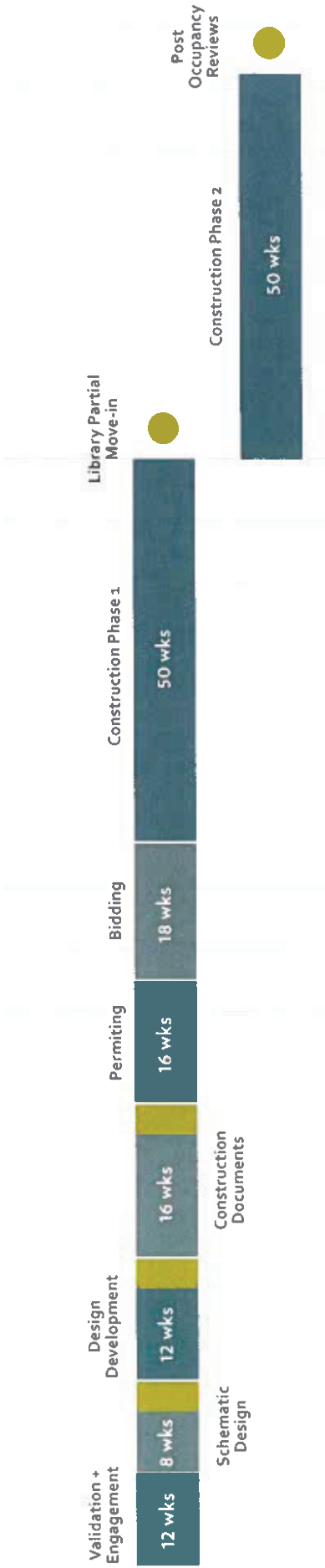
LEED Gold Certification	Arch, MEP, Lighting, Specs	\$ 41,550
Solar Photovoltaic Design	Atium Engineering	\$ 8,600
3d Lidar Scanning	Aqyer	\$ 22,500

* For this fee estimate we have assumed the midpoint of your proposed cost of construction range.

Timeline - Traditional Renovation



Timeline - Phased Renovation



Cost Proposal Fee Details - Traditional Renovation

Estimated Construction Cost \$ 12,500,000

BASIC SERVICES	FIRM	RATE	CONCEPT VALIDATION	SCHEMATIC DESIGN	DESIGN DEVELOPMENT	CONSTRUCTION DOCUMENTS	BID SUPPORT	CONSTRUCTION OBSERVATION	TOTAL FEE
Architecture	Moore Ruble Yudell Partner Principal Senior Staff I Senior Staff II Senior Staff III	\$ 320	hrs \$ 131,160	hrs \$ 167,500	hrs \$ 224,000	hrs \$ 345,440	hrs \$ 73,080	hrs \$ 328,800	\$ 1,269,980
			96	100	120	72	12	70	
		\$ 265	96	100	120	160	36	160	
		\$ 225	120	120	168	400	60	352	
		\$ 200	240	200	310	440	96	0	
		\$ 150	0	280	360	680	180	1232	
Structural	Pivot Engineering Principal Engineer / PM Senior Engineer Draftsperson / CAD		hrs \$ 16,390	hrs \$ 32,245	hrs \$ 25,560	hrs \$ 23,585	hrs \$ 7,030	hrs \$ 36,410	\$ 141,220
		\$ 265	21	29	22	16	6	32	
		\$ 205	49	116	88	69	24	128	
		\$ 130	6	6	13	40	4	13	
Mechanical, Plumbing, Sprinklers	Blue Forest Engineering Principal Engineer III Energy Modeler Senior CAD/CIM		hrs \$ 3,430	hrs \$ 9,500	hrs \$ 12,590	hrs \$ 27,440	hrs \$ 2,460	hrs \$ 14,980	\$ 70,400
		\$ 210	12	26	35	60	8	54	
		\$ 130	7	8	20	52	6	28	
		\$ 100	0	0	0	28	0	0	
		\$ 120	0	25	22	44	0	0	
Electrical, Tel/Data, AV, Security, Fire Alarm	Altium Engineering Engineering Drafting Admin		hrs \$ 800	hrs \$ 3,740	hrs \$ 9,350	hrs \$ 11,400	hrs \$ 600	hrs \$ 7,740	\$ 33,630
		\$ 200	4	16	40	30	3	36	
		\$ 135	0	4	10	40	0	4	
		\$ 90	0	0	0	0	0	0	
Code, Fire Life-Safety	Code Red Consulting Senior Project Manager Life Safety Consultant		hrs \$ 9,710	hrs \$ 4,100	hrs \$ 3,980	hrs \$ 8,970	hrs \$ 1,000	hrs \$ 2,000	\$ 29,760
		\$ 250	27	9	10	27	4	8	
		\$ 185	16	10	8	12	0	0	
Specifications	Gary Barnett Specifications Senior Specifier Specifier		hrs \$ -	hrs \$ 3,040	hrs \$ 14,560	hrs \$ 11,120	hrs \$ 3,440	hrs \$ 6,840	\$ 39,000
		\$ 190	0	16	40	28	12	36	
		\$ 145	0	0	48	40	8	0	
Cost	TBD Consultants PM / Senior Estimator MEP Estimator Estimator		hrs \$ 11,768	hrs \$ 14,224	hrs \$ 20,482	hrs \$ 26,740	hrs \$ -	hrs \$ -	\$ 73,214
		\$ 245	40	42	54	68	0	0	
		\$ 246	8	9	12	20	0	0	
		\$ 215	0	8	20	24	0	0	

BASIC SERVICES SUBTOTAL \$ 1,657,204
% of estimated construction 13.3%

Cost Proposal Fee Details - Traditional Renovation

SPECIALTY SERVICES	FIRM	RATE	CONCEPT VALIDATION	SCHEMATIC DESIGN	DESIGN DEVELOPMENT	CONSTRUCTION DOCUMENTS	BID SUPPORT	CONSTRUCTION OBSERVATION	TOTAL FEE
Historic Preservation Architect	Historic Resources Group Principal Architect Senior Staff	\$ 162	hrs \$ 10,420	hrs \$ 6,252	hrs \$ 4,958	hrs \$ 7,041	hrs \$ 2,874	hrs \$ 11,780	\$ 43,323
		\$ 99	40	24	16	24	8	24	
			40	24	24	32	16	80	
Library Consulting	Susan Kent Consulting Managing Director	\$ 225	hrs \$ 4,050	hrs \$ 6,750	hrs \$ 3,600	hrs \$ -	hrs \$ -	hrs \$ -	\$ 14,400
			18	30	16	0	0	0	
Interior Design	Moore Ruble Yudell Senior Staff II	\$ 200	hrs \$ 9,600	hrs \$ 16,000	hrs \$ 24,000	hrs \$ 44,000	hrs \$ 4,800	hrs \$ 32,000	\$ 130,400
			48	80	120	220	24	160	
Lighting	HLB Senior Principal Assoc. Director Associate Senior Designer Designer		hrs \$ -	hrs \$ 6,018	hrs \$ 13,759	hrs \$ 11,974	hrs \$ 2,117	hrs \$ 6,130	\$ 39,997
		\$ 316	0	6	13	11	2	6	
		\$ 208	0	2	4	4	1	2	
		\$ 142	0	11	26	23	4	11	
		\$ 130	0	7	17	14	2	7	
		\$ 113	0	11	26	23	4	12	
Signage, Wayfinding	Hunt Design Principal Designer CAD/Draft		\$ 1,450	\$ 8,450	\$ 9,900	\$ 20,060	\$ 2,170	\$ 6,160	\$ 48,190
		\$ 185	2	10	12	28	2	8	
		\$ 150	4	28	32	48	4	12	
		\$ 120	4	20	24	64	10	24	
Acoustics Universal Design Hazardous Materials Survey	Allowance Allowance Allowance Allowance		\$ -	\$ 2,500	\$ 5,000	\$ 7,500	\$ -	\$ -	\$ 15,000
			\$ -	\$ 2,500	\$ 5,000	\$ 7,500	\$ -	\$ -	\$ 15,000
			\$ -	\$ 5,000	\$ 5,000	\$ 10,000	\$ -	\$ -	\$ 20,000
			\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ 5,000

SPECIALTY SERVICE SUBTOTAL \$ 331,311
% of estimated construction 2.7%

BASIC + SPECIALTY SERVICES \$ 1,988,515
% of estimated construction 15.9%

Cost Proposal Fee Details - Phased Renovation

Estimated Construction Cost \$ 12,500,000

BASIC SERVICES	FIRM	RATE	CONCEPT VALIDATION	SCHEMATIC DESIGN	DESIGN DEVELOPMENT	CONSTRUCTION DOCUMENTS	BID SUPPORT	CONSTRUCTION OBSERVATION	TOTAL FEE
Architecture	Moore Ruble Yudell Partner Principal Senior Staff I Senior Staff II Staff III	\$ 320	hrs \$ 131,160 96	hrs \$ 186,800 100	hrs \$ 255,500 140	hrs \$ 425,140 96	hrs \$ 73,080 12	hrs \$ 378,600 80	\$ 1,450,280
		\$ 265	96	120	140	208	36	200	
		\$ 225	120	120	168	364	60	400	
		\$ 200	240	240	364	624	96	0	
		\$ 150	0	320	420	884	180	1400	
Structural	Pivot Engineering Principal Engineer / PM Senior Engineer Draftsperson / CAD	\$ 265	hrs \$ 16,390 21	hrs \$ 32,245 29	hrs \$ 25,560 22	hrs \$ 25,250 18	hrs \$ 7,030 6	\$ 46,210 36	\$ 152,685
		\$ 205	49	116	88	72	24	170	
		\$ 130	6	6	13	44	4	14	
Mechanical, Plumbing, Sprinklers	Blue Forest Engineering Principal Engineer III Energy Modeler Senior CAD/CIM	\$ 210	hrs \$ 3,430 12	hrs \$ 12,720 36	hrs \$ 15,800 42	hrs \$ 32,960 72	hrs \$ 2,460 8	\$ 22,840 84	\$ 90,210
		\$ 130	7	12	26	64	6	40	
		\$ 100	0	0	0	28	0	0	
		\$ 120	0	30	30	56	0	0	
Electrical, Tel/Data, AV, Security, Fire Alarm	Atium Engineering Engineering Drafting Admin	\$ 200	hrs \$ 800 4	hrs \$ 4,010 16	hrs \$ 10,800 27	hrs \$ 12,400 35	hrs \$ 600 3	\$ 9,740 46	\$ 38,350
		\$ 135	0	6	40	40	0	4	
		\$ 90	0	0	0	0	0	0	
Code, Fire Life-Safety	Code Red Consulting Senior Project Manager Life Safety Consultant	\$ 250	hrs \$ 9,710 27	hrs \$ 5,340 11	hrs \$ 5,535 14	hrs \$ 11,025 33	hrs \$ 1,000 4	hrs \$ 2,000 8	\$ 34,610
		\$ 185	16	14	11	15	0	0	
Specifications	Gary Barnett Specifications Senior Specifier Specifier	\$ 190	hrs \$ - 0	hrs \$ 3,040 16	hrs \$ 14,560 40	hrs \$ 11,120 28	hrs \$ 3,440 12	hrs \$ 9,520 44	\$ 41,680
		\$ 145	0	0	48	40	8	8	
Cost	TBD Consultants PM / Senior Estimator MEP Estimator Estimator	\$ 245	hrs \$ 11,768 40	hrs \$ 14,224 42	hrs \$ 20,482 54	hrs \$ 26,740 68	hrs \$ - 0	hrs \$ - 0	\$ 73,214
		\$ 246	8	9	12	20	0	0	
		\$ 215	0	8	20	24	0	0	

BASIC SERVICES SUBTOTAL
% of estimated construction

\$ 1,881,029
15.0%

Cost Proposal Fee Details - Phased Renovation

SPECIALTY SERVICES	FIRM	RATE	CONCEPT VALIDATION	SCHEMATIC DESIGN	DESIGN DEVELOPMENT	CONSTRUCTION DOCUMENTS	BID SUPPORT	CONSTRUCTION OBSERVATION	TOTAL FEE
Historic Preservation Architect	Historic Resources Group Principal Architect Senior Staff	\$ 162	hrs \$ 10,420 40	hrs \$ 6,252 24	hrs \$ 4,958 16	hrs \$ 7,041 24	hrs \$ 2,874 8	hrs \$ 11,780 24	\$ 43,323
		\$ 99	40	24	24	32	16	80	
Library Consulting	Susan Kent Consulting Managing Director		hrs \$ 4,050 18	hrs \$ 6,750 30	hrs \$ 3,600 16	hrs \$ - 0	hrs \$ - 0	hrs \$ - 0	\$ 14,400
		\$ 225							
Interior Design	Moore Ruble Yudell Senior Staff II		hrs \$ 9,600 48	hrs \$ 16,000 80	hrs \$ 24,000 120	hrs \$ 44,000 220	hrs \$ 4,800 24	hrs \$ 32,000 160	\$ 130,400
		\$ 200							
Lighting	HLB Senior Principal Assoc. Director Associate Senior Designer Designer		hrs \$ - 0	hrs \$ 6,018 6	hrs \$ 15,621 15	hrs \$ 14,220 13	hrs \$ 2,117 2	hrs \$ 9,603 9	\$ 47,579
		\$ 316							
		\$ 208	0	2	5	5	1	3	
		\$ 142	0	11	29	27	4	18	
		\$ 130	0	7	19	17	2	12	
Signage, Wayfinding	Hunt Design Principal Designer CAD/Draft		hrs \$ 1,450 2	hrs \$ 8,450 10	hrs \$ 11,890 14	hrs \$ 23,290 32	hrs \$ 2,620 2	hrs \$ 7,700 10	\$ 55,400
		\$ 185							
		\$ 150	4	28	38	55	7	15	
		\$ 120	4	20	30	76	10	30	
Acoustics Universal Design Hazardous Materials Survey	Allowance Allowance Allowance Allowance		\$ - \$ - \$ - \$ -	\$ 2,500 \$ 2,500 \$ 5,000 \$ 5,000	\$ 5,000 \$ 5,000 \$ 5,000 \$ -	\$ 7,500 \$ 7,500 \$ 10,000 \$ -	\$ - \$ - \$ - \$ -	\$ - \$ - \$ - \$ -	\$ 15,000 \$ 15,000 \$ 20,000 \$ 5,000

SPECIALTY SERVICE SUBTOTAL \$ 346,102
% of estimated construction 2.8%

BASIC + SPECIALTY SERVICES \$ 2,227,131
% of estimated construction 17.8%



Position	Rate
Partner	\$320
Principal	\$265
Senior Staff I	\$225
Senior Staff II	\$200
Staff I	\$180
Staff II	\$165
Staff III	\$150
Staff IV	\$135
Staff V	\$120
Staff VI	\$100
Senior Support	\$120
Support	\$100



<u>Position</u>	<u>Rate</u>
Managing Director	\$225



<u>Position</u>	<u>Rate</u>
Senior Principal	\$316.01
Associate Director	\$207.66
Associate	\$141.55
Senior Designer	\$130.07
Designer	\$112.63

**HISTORIC
RESOURCES
GROUP**



<u>Position</u>	<u>Rate</u>
Managin Principal / Principal Architect	\$161.78
Senior Architectural Historian / Preservation Planner / Architect / Historic Preservation Specialist	\$98.61
Staff Architectural Historian / Preservation Planner / Architect / GIS Specialist	\$81.50
Assocaite Architectural Historian / Preservation Planner / Architect	\$73.85
Clerical	\$76.12

<u>Position</u>	<u>Rate</u>
Principal	\$185
Designer	\$150
CAD / Drafting	\$120



Position	Rate
Principal / Project Manager	\$265
Senior Engineer	\$200 - \$225
Staff Engineer	\$165 - \$185
Design Engineer	\$125 - \$165
Draftsperson / CAD Operator	\$105 - \$150
Technician	\$80 - \$95
Administrative / Clerical Support	\$65



Position	Rate
Principal	\$210
Engineer V	\$160
Engineer IV	\$145
Engineer III	\$130
Engineer II	\$120
Engineer I	\$110
Senior Energy Modeler	\$125
Energy Modeler	\$100
Senior CAD / BIM	\$120
CAD / BIM	\$85
Administration	\$75



Position	Rate
Vice President	\$300
Senior Project Manager	\$230 - \$300
Senior Technical Advisor	\$230 - \$300
Project Manager	\$200 - \$220
Life Safety Consultant / Technician	\$185 - \$200
Intern	\$150



Position	Rate
Engineering	\$200
Drafting	\$135
Admin	\$90

GBS Specifications

Position	Rate
Senior Specifier	\$190
Specifier	\$145
Administrator	\$85



Position	Rate
Principal	\$278
Project Manager	\$245
Senior / MEP Estimator	\$246
Estimator	\$215
Assistant Estimator	\$185

Standard industry contracts, such as the AIA Standard Form of Agreement, identify areas of potential work that would fall beyond the scope of traditional basic services. We typically use these industry guidelines as a basis for understanding and discussion with our clients. Typical items may include:

- Services related to significant changes requested out of sequence.
- Presentation models, renderings and computer visualizations, including time spent by MRY in producing and/or coordinating these materials.
- Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project including environmental review.
- Services related to coordination in connection with work of a separate Owner's consultant and/or other Owner construction and ongoing operations.
- Support in fundraising events and preparation of materials for potential donors beyond those developed as part of the standard design process.
- Services made necessary by the default of a Contractor, deficiencies in a Contractor's work, or defects in the work of a Contractor.
- Contract Administration Services provided more than 60 days after the date of Substantial Completion of the Work.

moore ruble yudell
architects & planners

933 pico boulevard
santa monica, california 90405
310-450-1400

contact: Chris Hamilton, Principal
chamilton@mryarchitects.com
moorerubleyudell.com

Harrison Memorial Library

Supplemental Services

These services are included in the approved scope of work. Fees are in addition to the Phase 1 fee.

3d Lidar Scanning and Model	\$22,500
Historic Report	\$15,000
Additional Community Meeting (one)	\$9,500

Note: 4 community meetings included in Phase 1 services.

South Entry Concept Study – Phase 1 Services

Landscape and accessible entry study	\$17,500
Full Site Survey	\$6,000 *

* Base Proposal includes \$5,000 allowance for survey and civil work, credited to this scope. Full site survey would be \$11,000.

The South Entry Concept Study includes landscape and site tests, survey coordination, and estimated construction costs to determine the feasibility of creating an accessible main entry.

Optional Services

All services listed below are optional and require written approval prior to commencement of work.

Additional Community Meetings	\$9,500 each **
Community Pop-up Events	\$4,650 each **

** Per meeting fee includes preparation time and assumes that meetings or events coincide with other scheduled in person site visits.

LEED Gold Certification	\$41,550
Solar Photovoltaic Design	\$8,600

South Entry – Phase 2 and Phase 3 Services

Landscape and site design	\$96,500
Irrigation Design (allowance)	\$15,000
Arborist (allowance)	\$10,000
Civil Engineering	\$12,000

Additional Construction Site Visits	\$4,900 each
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Note: 10 site visits included in Phase 3 services.



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

July 1, 2025
ORDERS OF BUSINESS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Javier Hernandez, Project Manager
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Receive a presentation by California American Water Company to introduce the Dolores Street Commercial Water Main Replacement Project and authorize issuance of an Encroachment Permit with Special Conditions of Approval (Estimated time - 15 min)

RECOMMENDATION:

Receive a presentation by California American Water Company to introduce the Dolores Street Commercial Water Main Replacement Project and authorize issuance of an Encroachment Permit with Special Conditions of Approval.

BACKGROUND/SUMMARY:

California American Water Company (CalAm) has completed the design of a proposed water main replacement project along Dolores Street, between Eighth and Ocean Avenues, and has applied for a permanent Encroachment Permit (**Attachment 1**) to proceed into construction.

The project consists of replacing approximately 900 lineal feet of the existing water system with a new 8-inch diameter water main, replacing existing and upgrading fire hydrants, replacing water and fire service lines, meter boxes and valving. A Project location map is shown in **Attachment 2**.

The water main replacement project is part of CAW's infrastructure upgrade program to replace aging infrastructure to reduce leaks, improve water quality, improve available flows for fire protection and provide better reliability for CAW's customers in and around the project area.

Public Works has reviewed the proposed construction plans and traffic control plans in **Attachment 3**. The project has been designed to address impacts to businesses and pedestrians during construction activities. The project will provide one way traffic through the work zone including designated pullout for deliveries and provide pedestrian access to sidewalks on both sides of the roadway throughout the construction activities.

The traffic control plan has been developed to allow efficient construction methods and durations, provide access to businesses and residents within the construction zone during construction to minimize disruption to the community.

To minimize impacts to the community before, during, and after construction, Public Works developed 62 Conditions of Approval for the Encroachment Permit which were all negotiated with and accepted by CalAm. These conditions are listed in **Attachment 4**. Key Conditions of Approval for the Encroachment Permit include:

- Provide \$5M general liability insurance coverage
- Provide public notices and signs which display a 24/7 hotline phone number for concerns
- Provide ongoing coordination with Police, Fire, GreenWaste, and others
- Conform to approved traffic control plans
- Provide detour routing around the active construction zones
- Provide local residence ingress and egress at all times
- Confirm to all environmental regulations and mitigation measures
- Provide updated construction schedules to the City
- Coordinate and shutdown, if necessary, during City special events
- Reconstruct any damage to private and public property

At this time, construction is anticipated to begin in early October and be completed within 4 months, pending weather conditions. CAW will provide construction management over their contractors, and Public Works will lead the oversight during construction and help resolve problems as they arise. The Directors of Public Works and Public Safety have the authority to immediately shut down the Project if serious problems or safety issues arise.

At the July 1, 2025 Council meeting, staff will introduce Mr. David Pezzini, Senior Project Engineer from CAW, who will provide the presentation. The presentation will briefly describe the purpose of the Project, anticipated construction impacts, and mitigation measures.

ENVIRONMENTAL REVIEW

The City finds that this Project is exempt from CEQA as it meets the requirements of Section 15302(c) "Replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity". The project is for the replacement of an existing water pipeline within the existing roadway right-of-way. A Notice of Exemption will be filed by the City upon Project approval by the City Council.

FISCAL IMPACT:

Based on the length of pipeline replacement, this Encroachment Permit fee is \$8,696.

PRIOR CITY COUNCIL ACTION:

None.

ATTACHMENTS:

Attachment No. 1_ Encroachment Permit

Attachment No. 2_ Site Map

Attachment No. 3_ Project Plans

Attachment No. 4_ Draft Conditions of Approval



TEMPORARY ENCROACHMENT PERMIT APPLICATION

City of Carmel-by-the-Sea
Department of Community Planning & Building
P.O. Drawer CC, Carmel, CA 93921
(831) 620-2010 OFFICE

TEMPER Attachment 1
FEE PD _____
REC # _____
Copy Given to: _____
Date: _____

1. Property Owner: California American Water Company Date: 01/17/2025

2. Project Location: Dolores St - Ocean Av to 8th Av

Block: _____ Lot(s): _____ Parcel #: _____

Mailing Address: 511 Forest Lodge Rd., Suite 100 City: Pacific Grove State: CA Zip: 93950

3. Contractor, Contact Person (Circle One): David Pezzini

Mailing Address: Same as above City: _____ State: _____ Zip: _____

Telephone # (831) 521-6367 E-Mail: David.Pezzini@amwater.com

Contractor State Lic #: _____ Contractor City Lic #: _____
Type: _____

4. Date Work is Scheduled to Begin: Late Aug 2025 Projected Completion Date: Early Nov 2025

PLEASE ATTACH SITE PLAN AND PHOTOS DETAILING PROPOSED

FULLY DESCRIBE ALL WORK PROPOSED: Water main line replacement 8" with new water services, meters, fire service laterals, valves on Dolores St from Ocean Av to 8th Av.

→PLEASE NOTIFY **USA DIG** (Call 811) **48 HOURS PRIOR** TO DIGGING

→PLEASE NOTIFY **PUBLIC WORKS DEPT.** (831-620-2074) **48 HOURS PRIOR** TO START OF WORK

→CONTROL OF DRAINAGE DURING **AND** AFTER CONSTRUCTION IS **REQUIRED.**

Applicant Acknowledgement

I understand and agree to comply with all pertinent conditions, standards and requirements as specified by the Carmel Municipal Code, State, County and Federal regulations pertaining to this permit application. I agree to properly maintain the subject work at no expense to the City and to indemnify the City from any liability arising from the permit issued. Acceptance by the City of the work described hereon is not a waiver of my obligations as stated herein.

Applicant Name (Print Clearly): David Pezzini

Signature: David Pezzini Date: 2/6/2025

CITY USE ONLY BELOW

Attachment 1

Lead Department: ☐ Planning & Building ☐ Public Works

Public Works: Approve/Disapprove

Forestry/Beach: Approve/Disapprove

By: _____ Date: _____

By: _____ Date: _____

Planning Department: Approve/Disapprove
(Optional)

Police Department: Approve/Disapprove
(Optional)

By: _____ Date: _____

By: _____ Date: _____

Community Activities Department: Approve/Disapprove
(Optional)

By: _____ Date: _____

Comments/Conditions:

Please protect all trees during construction:

→HAND DIG WITHIN 10 FEET OF TREES.

→NOTIFY FORESTER OF ROOTS 2" OR MORE THAT NEED TO BE CUT.

FINAL INSPECTION FROM PUBLIC WORKS: _____

DATE: _____



CITY OF CARMEL BY THE SEA

COMMUNITY PLANNING AND BUILDING DEPARTMENT

SITE PLAN SKETCH REQUIREMENTS FOR TEMPORARY AND PERMANENT ENCROACHMENT PERMITS AND DRIVEWAY PERMIT APPLICATIONS

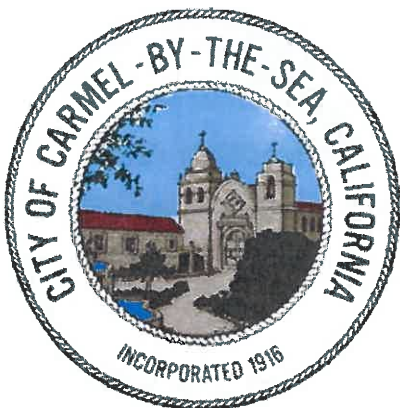
General Requirements:

- ☒ Site Plan Sketch should be drawn to scale, or to approximate scale with key measurements (driveway width and length, pathway width and length, property line lengths) noted
- ☒ Include North arrow
- ☐ If a supplemental sheet, Site Plan Sketch should be on an 8.5"x11" sheet
- ☐ If on a supplemental sheet, include Project Address, APN, Owner's Name, and Date

Project Information:

- ☒ Show and call out all property boundaries with street frontage.
- ☒ Label streets with street names
- ☒ Note all improvements in the City Right-of-Way (ROW) for adjacent roadways. Identify the street, the edge of the pavement, and depict existing and any proposed improvements within the ROW.
- ☒ Show the location of the main building or edge of the building
- ☒ Depict existing and any proposed hardscape in the area of work (driveways, patios, paths, etc.), and note existing and proposed. Include dimensions or widths and call out materials (asphalt, pavers, decomposed granite, etc.)
- ☒ Show any areas proposed for staging of construction or demolition materials.
- ☒ Show all existing trees with a trunk diameter > 2 inches that are within 10 feet of all work areas. Call out approximate tree diameter and species, if known.

Last revised: March 2016



Right-of-Way Vision Statement

In most neighborhoods, the edges of the public right-of-way (between the road edge and adjacent private property lines) are unpaved. The right-of-way is often left unplanted resulting in an informal character of volunteer plantings, packed earth and pine needles. The right-of-way is also often planted with indigenous species consistent with a forest appearance. Both approaches contribute to a linear green belt appearance that helps to create the “village in a forest” character that defines the City.

The City has adopted clear standards that guide the treatment of the right-of-way in the residential district. These standards can be found at www.ci.carmel.ca.gov or at the Department of Community Planning and Building located at City Hall. Some of these standards include:

- Drought-tolerant, native plants, informally arranged may be permitted.
- Formal plant arrangements with highly colorful flowering plants are prohibited.
- When possible, plantings should not extend to the street edge to allow for off-street parking.
- Paving, gravel, boulders, logs, timbers, planters or other above-ground encroachments are prohibited, except paving for driveways, unless an encroachment permit has been obtained from the City.
- A narrow crushed Decomposed Granite pathway from the street to the property entrance may be allowed without an encroachment permit.

The City is requesting your assistance to ensure that the right-of-way adjacent to your property complies with City standards. If you would like assistance in determining whether the right-of-way adjacent to your property is out of compliance, please contact the Department of Community Planning and Building at (831) 620-2010.



City of Carmel-By-The-Sea

TRAFFIC CONTROL PLAN – 2018 HANDOUT

Objective:

The objective of a Traffic Control Plan (TCP) is to permit a contractor, utility, or developer to work within the public right-of-way in a safe, efficient, and effective manner while maintaining a safe, uniform flow of vehicle traffic. Additionally, a TCP ensures safe provisions for bicyclists and pedestrians to bypass the construction Work Zone.

TCPs shall be submitted to the Community Planning and Building Department at Carmel City Hall on Monte Verde, between Ocean and 7th Avenue, at least 48 hours prior to obstructing any travel to allow for Public Works review and approval and for notifications to the Carmel Police and Fire Departments.

A TCP must be submitted to the City for approval in the following circumstances:

1. Obstructing one or more travel lanes along any arterial street: Carpenter Street, Junipero Street, Ocean Avenue, Rio Road, and San Carlos Street (south of Ocean).
2. Obstructing one or more travel lanes along the truck and bus routes (including portions of 2nd Avenue, 8th Avenue, Carpenter Street, Junipero Street, and San Carlos Street (south of Ocean).
3. Obstructing one or more travel lanes along any of the following collector streets: 4th Avenue (west of Dolores), 8th Avenue, Camino Del Monte Avenue, Mountain View Avenue, San Antonio (Ocean to Santa Lucia), Santa Lucia (east of Dolores), and Scenic Drive.
4. Obstruction of one travel lane in a residential area for more than eight (8) hours.
5. Obstruction of one travel lane in the business district for more than four (4) hours.
6. All proposed road closures.

Note: As an alternative to obstructing traffic, parking spaces can be purchased on a day-by-day basis by contacting the Executive Assistant at City Hall at phone number (831) 620-2000.

Traffic Control Plan Preparation Requirements:

Every TCP submitted for City review and approval must conform to the following guidelines:

1. TCP shall reflect actual job site conditions.
2. TCPs shall be prepared to scale on 24" x 36" or 11" x 17" sheets.
3. Use legible lettering.
4. Provide a legend for symbols used.
5. Provide a north arrow.

6. Provide a “USA/811 Call Before You Dig” warning stamp.
7. Lay out streets in proper orientation and label streets.
8. Indicate posted speed limits.
9. Show and label (or use legends for) existing crosswalks, bike lanes, parking spaces, striping, ADA ramps, berms, and drainage facilities.
10. Show existing regulatory signs in the vicinity of the construction Work Zone.
11. Identify the type of construction (i.e. install gas line, pave new driveway).
12. Indicate location and dimensions of the proposed construction Work Zone.
13. Show your proposed equipment/materials staging area, if applicable.
14. Note the contractor’s business name, address, phone number, and license number.
15. Note the name and phone number(s) of 24-hour contact(s) for emergencies.
16. Indicate the proposed start date and estimated construction completion date.
17. Label proposed temporary construction signs, barricades, delineators, flaggers, etc.
18. Label proposed taper lengths, width, and delineator spacing.
19. Label signs/barricades to navigate bicyclists and pedestrians around the Work Zone.
20. Label any proposed temporary parking restrictions.
21. Copy the following General Notes onto the TCP.

Traffic Control Plan General Notes:

1. All traffic control devices shall conform to the latest edition of the California Manual on Uniform Traffic Control Devices (MUTCD).
2. Work hours are 8:00 am – 6:30 pm Monday-Friday, and 8:00 am to 5:30 pm on Saturdays.
3. Any night work will require prior written approval from the Community Planning & Building Department.
4. The contractor shall maintain traffic control devices 24 hours per day, 7 days per week.
5. Traffic control devices shall be removed from view when not in use.
6. Travel lanes through construction sites shall be at least 12 feet wide.
7. Temporary “No Parking” signs must be posted at least 48 hours prior to work.
8. Open trenches must be backfilled or plated during non-working hours.
9. A flashing arrow board is required prior to the taper for arterial lane closures.
10. Workers shall wear visibility vests in the day and reflective vests at night.
11. Flaggers shall be trained in the fundamentals of flagging traffic and equipped with a vest, hard hat, and C-28 “Stop/Slow” paddle.
12. TCPs for construction work along an arterial street or within the downtown business district shall be signed and stamped by a registered Civil Engineer or Traffic Engineer.
13. Road closures and detours require prior written approval by the Director of Public Works.
14. The Director of Public Works, Director of Public Safety, or designee, are authorized to order changes to assure public safety.



Together, Building
a Better California

Corporate Relations | 77 Beale Street | San Francisco, CA 94105 | 415.973.5930 | www.pge.com

May 30, 2017

PG&E Urges Customers to Always Call 811 to Avoid Damaging Utility Lines in Carmel-by-the-Sea

CARMEL-BY-THE-SEA, Calif. — With spring's warmer weather comes an abundance of pre-summer outdoor projects that require digging. To prevent damage to underground utility lines in Carmel-by-the-Sea, Pacific Gas and Electric Company (PG&E) urges customers to call 811 before starting any project that involves digging.

"Whether you are planning to do it yourself or hire a professional, you should always call 811 before each job to have underground utility lines marked," said Rob Morse, senior manager of PG&E's Central Coast division. "It's a free and easy service that protects public safety and helps avoid damage to utility lines, service interruptions and fines."

Last year, there were more than 1,735 strikes on PG&E's underground infrastructure — six of them in Carmel-by-the Sea. This year, the city has experienced two dig-ins. Fencing, water and sewer projects are the top three activities that have resulted in underground utility strikes in Carmel. Of the 1,735 strikes in 2016, more than 55 percent had not called ahead to have underground utility lines properly marked. The average cost to those who damaged PG&E's underground utility lines, including fines and repairs, amounted to \$7,500.

About the 811 Free Safety Service

811 is a free nationwide service that sends utilities to mark the location of underground lines, including gas, electric, water and fiber optic services. Underground Service Alert (USA) North, which operates 811 in PG&E's service area, created 811express.com to reduce demand to the 811 call line and provide a convenient way for the public to request utility markings.

Homeowners and contractors can prevent gas leaks and power outages while protecting themselves and the safety of their community by requesting a USA ticket. Contractors are required by law to contact 811 at least two working days prior to excavation, but any digging project requires a USA ticket, including planting a tree or setting posts for a picket fence.

About PG&E

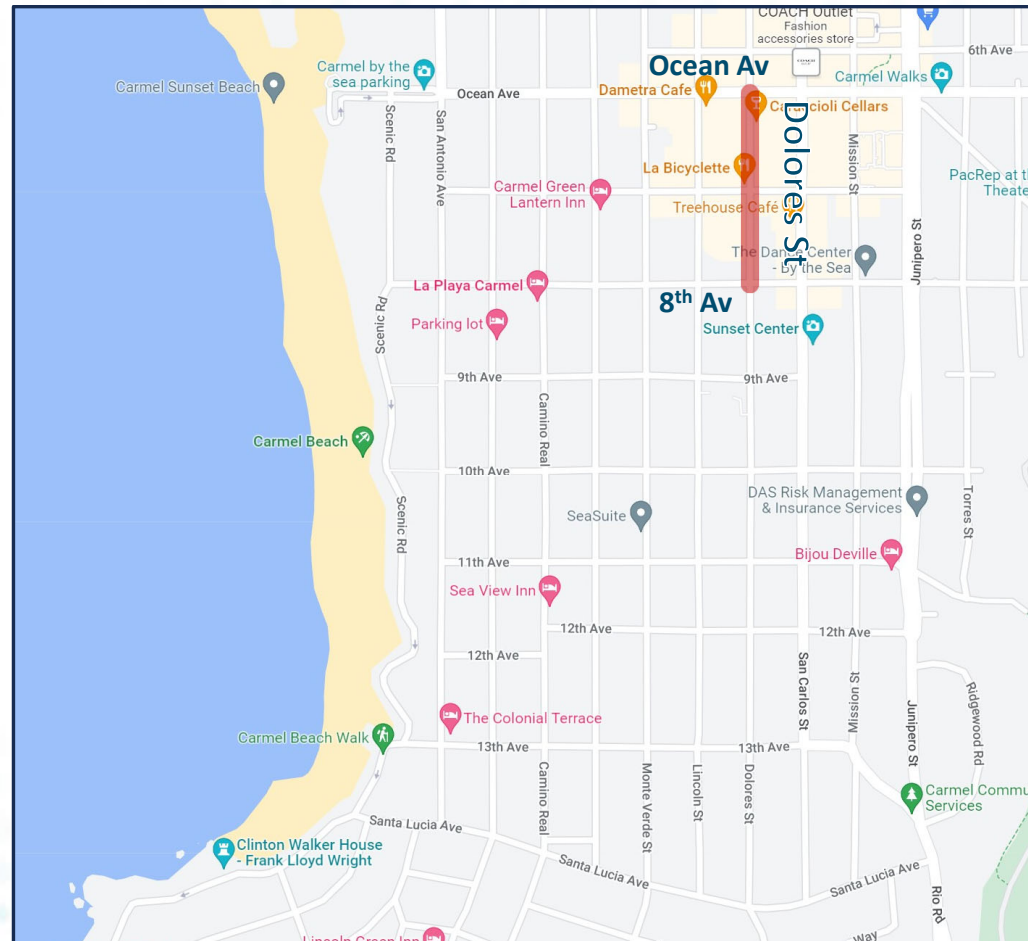
Pacific Gas and Electric Company, a subsidiary of PG&E Corporation (NYSE:PCG), is one of the largest combined natural gas and electric energy companies in the United States. Based in San Francisco, with more than 20,000 employees, the company delivers some of the nation's cleanest energy to nearly 16 million people in Northern and Central California. For more information, visit www.pge.com/ and pge.com/news.

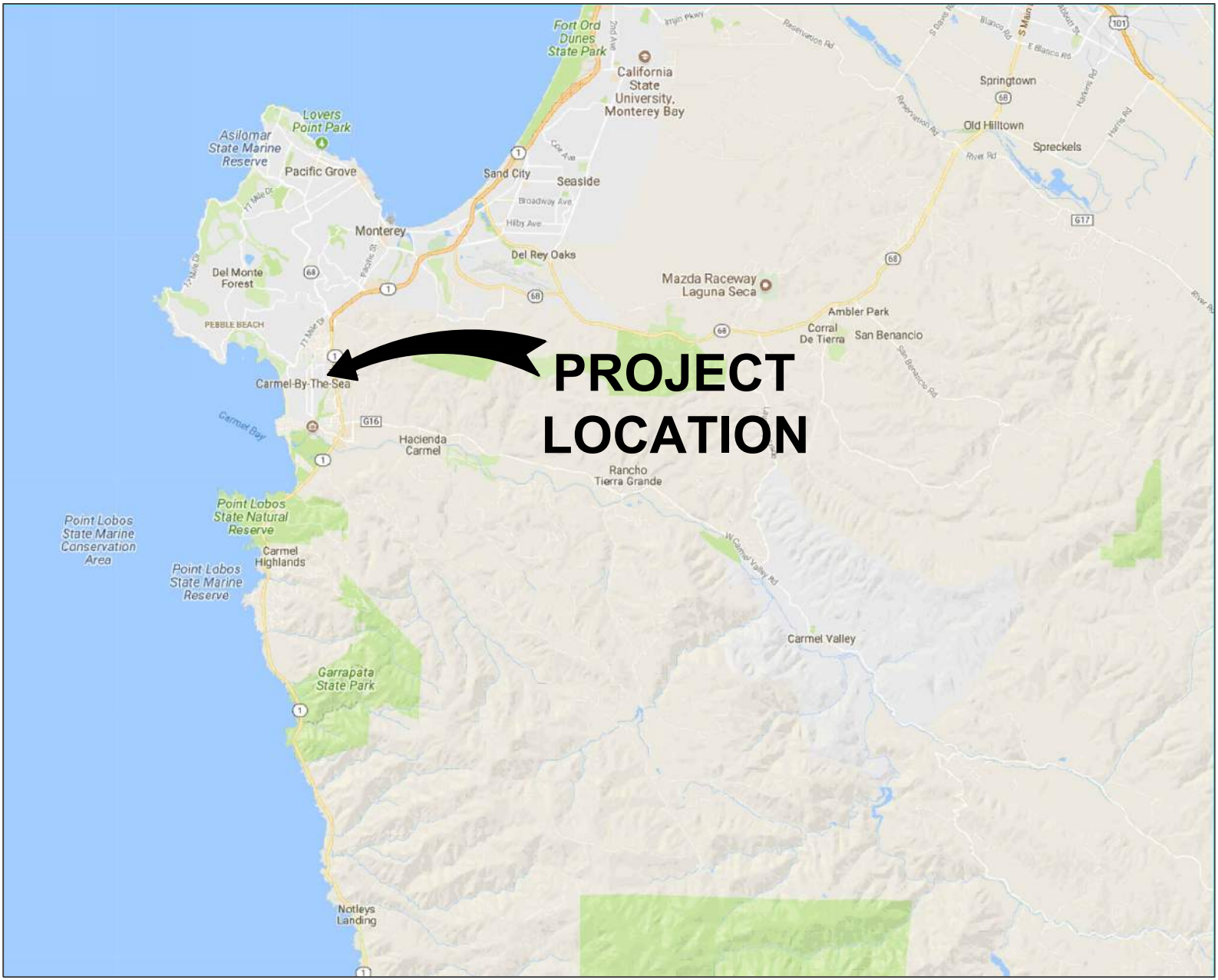


Project Site Map

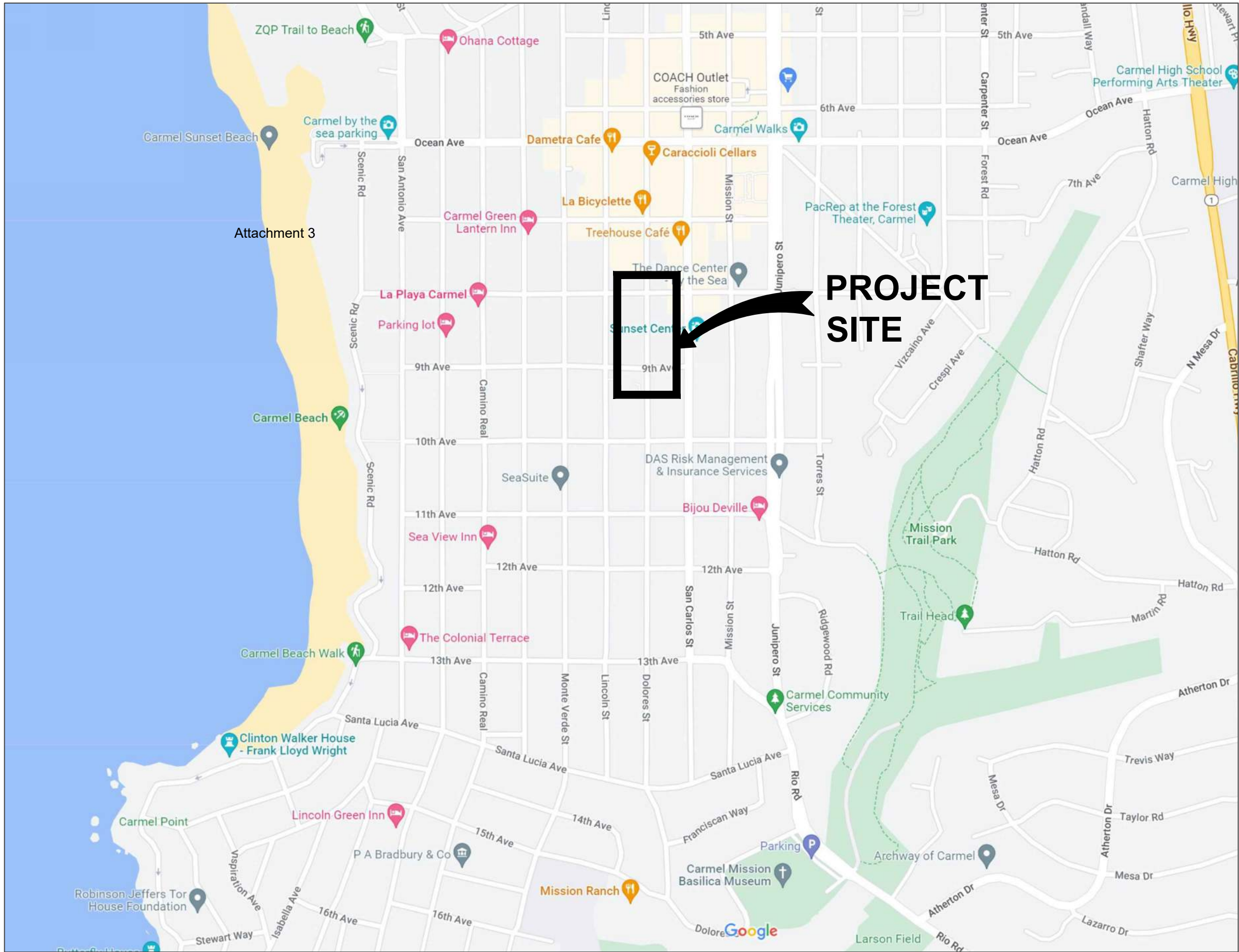
Legend:

 Project Limits





LOCATION MAP



VICINITY MAP

DOLORES STREET COMMERCIAL WATER MAIN REPLACEMENT

IMPROVEMENT PLANS FOR:



CALIFORNIA
AMERICAN WATER
COASTAL DIVISION

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- 5 DOLORES ST - STA 4+50 TO 9+90.47 - 7TH AV TO 8TH AV
- 6 PROJECT DETAILS
- 7 STANDARD DETAILS
- 8 STANDARD DETAILS
- 9 STANDARD DETAILS

CONTACTS:

CAL-AM	David Pezzini, PE Project Manager (831) 646-3277 David.Pezzini@amwater.com
H2O URBAN SOLUTIONS	Scott Myers, PE Design Engineer (916) 869-4957 scott@H2Ourban.com
CITY OF CARMEL-BY-THE-SEA	Javier Hernandez Project Manager O (831) 427-7665 C (831) 975-1939
CITY OF MONTEREY FIRE DEPARTMENT	Carmyn Priwie (831) 760-5815
CITY OF CARMEL FIRE DEPARTMENT CITY OF CARMEL POLICE DEPARTMENT	(831) 620-2030 (831) 624-6403



H2O URBAN SOLUTIONS	
BY: _____	R.C.E. NO.: C 51055
SCOTT A. MYERS, P.E.	
DATE: 03/30/2025	EXP DATE: 09/30/2025

CALIFORNIA AMERICAN WATER - MONTEREY DISTRICT	
APPROVED BY: _____	DATE _____

90% DESIGN SET

03/30/2025

PROJECT NO.	CALIFORNIA AMERICAN WATER COMPANY Dolores St Comm Wtr Main Repl		COVER SHEET	
	SHEET 01	OF 09		
DATE: 03/30/2025		SCALE: NO SCALE - H _____ V _____	DRAWN BY: S. MYERS	
DESIGNED BY: S. MYERS		CHECKED BY: D. PEZZINI		
NO. _____		DESCRIPTION _____	CHECKED BY _____	CAL-AM APPROVAL DATE _____
REVISIONS _____				
511 Forest Lodge Rd., Ste 100 Pacific Grove, CA 93950				
P.O. Box 551310 South Lake Tahoe, CA 96150 Phone: (916) 869-4957 E-mail: scott@h2ourban.com				
H2O Urban solutions				
CALIFORNIA AMERICAN WATER				
03/30/2025				

C:\ONE DRIVE - H2O URBAN SOLUTIONS\H2O\PROJECTS\2553 CAVM\DESIGN PROJECTS\317 - DOLORS PH 2 MAIN REPL (MON)\SURVEY\CAV - COMMERCIAL - DESIGN - 2025-03-30 - 90% DESIGN SET DWG PLOTTED BY SCOTT MYERS ON 7/8/2013 9:39 AM

GENERAL NOTES:

- WHERE THERE IS A DISCREPANCY BETWEEN THE WRITTEN DIMENSION AND SCALED DIMENSION, WRITTEN DIMENSIONS SHALL GOVERN.
- ALL DISCREPANCIES BETWEEN THE INFORMATION SHOWN IN THE DRAWING AND THE ACTUAL FIELD CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
- THE LOCATION AND GENERAL ARRANGEMENT OF UNDERGROUND UTILITIES, UNDERGROUND STRUCTURES, PIPES WITH FITTINGS, VALVES, AND APPURTENANCES WHERE SHOWN, ARE DIAGRAMMATIC AND SUBJECT TO VERIFICATION AND ADJUSTMENT IN THE FIELD.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR FIELD STAKING THE PROPOSED PIPELINES IN THE FILED FOR OPEN TRENCH CONSTRUCTION.
- CONTRACTOR SHALL AT ALL TIMES COMPLY WITH THE RULES AND REGULATIONS ESTABLISHED BY CAL OSHA AND OTHER AGENCIES HAVING JURISDICTION OVER THE WORK.
- CONTRACTOR SHALL PROVIDE UNINTERRUPTED UTILITY SERVICE THROUGHOUT THE LENGTH OF THE PROJECT.
- THE CONTRACTOR SHALL PROVIDE TRENCH DEWATERING AS REQUIRED THROUGHOUT THE LIMITS OF THE PROJECT. PAYMENT FOR SUCH WORK SHALL BE INCLUDED IN THE PROJECT PAY ITEMS AND WILL NOT BE PAID SEPARATELY.
- THE APPROXIMATE LOCATION OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN ON THESE PLANS IS BASED UPON BEST AVAILABLE PUBLIC RECORDS. THE INFORMATION SHOWN ON THE PLANS MAY BE INCOMPLETE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE POSITION OF AND PROVIDE PROTECTION FOR SUCH UTILITIES AND STRUCTURES.
- ALL DISTANCES, DIMENSIONS AND QUANTITIES SHOWN ON THE DRAWINGS ARE ESTIMATED FROM PUBLIC RECORDS. CONTRACTOR SHALL VERIFY ALL INFORMATION.
- CONTRACTOR SHALL MAINTAIN A CURRENT, COMPLETED AN ACCURATE RECORD OF ANY CHANGES IN THE CONSTRUCTION OF IMPROVEMENTS AS PROPOSED IN THE DRAWINGS AND SPECIFICATIONS FOR THE PURPOSE OF PROVIDING THE ENGINEER WITH A BASIS FOR THE RECORD DRAWINGS. NO CHANGES SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF CAL-AM.
- CONTRACTOR IS RESPONSIBLE FOR PROTECTING AND MAINTAINING ALL SURVEY MONUMENTS AND STAKING WHETHER EXISTING OR DISCOVERED DURING CONSTRUCTION.
- THE CONTRACTOR IS CAUTIONED TO PROPERLY SUPPORT ALL EXCAVATIONS WHILE WORKING IN AND AROUND EXISTING PIPELINES AND CONDUITS. SOME OF THE TRENCHES FOR THESE FACILITIES HAVE GRANULAR SAND BACKFILL WHICH MAY COLLAPSE WHEN DISTURBED, CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING ANY DAMAGE TO EXISTING PIPELINES AND CONDUITS.
- CONTRACTOR SHALL MAKE EVERY ATTEMPT TO CLOSE ALL EXCAVATED AREAS WITHIN THE PUBLIC RIGHT-AWAY AND PRIVATE PROPERTY. IF APPROVED BY CAL-AM REPRESENTATIVE, CONTRACTOR MAY USE TRAFFIC RATED STEEL PLATES TO COVER EXPOSED AREAS. NO PLYWOOD WILL BE ALLOWED TO COVER EXCAVATIONS IN ANY AREA.
- ALL EXISTING IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO IRRIGATION LINES, LANDSCAPING, DRIVEWAYS, CURB, GUTTER, SIDEWALK, CULVERTS, DRAINS, TRAFFIC CONDITIONS SHALL BE LEFT IN THEIR ORIGINAL CONDITION, OR BETTER BEFORE THE IMPROVEMENTS WERE COMPLETED AND SHALL BE INCLUDED IN THE ITEMS OF THE WORK. A SEPARATE PAYMENT FOR RESTORATION WILL NOT BE MADE.

WATER GENERAL NOTES:

Attachment 3

- AFTER ALL UTILITIES ARE FIELD LOCATED, LAYOUT OF NEW PIPE, VALVES, TIE-INS, FIRE HYDRANTS, ETC TO BE DETERMINED IN FIELD BY CALIFORNIA AMERICAN WATER (CAL-AM) AND CONTRACTOR.
- VERIFY OUTSIDE DIAMETER OF ALL WATER PIPES AT TIE-IN POINTS PRIOR TO SCHEDULING SHUT DOWNS AND HAVE ALL FITTINGS IN THE FIELD.
- ALL MATERIALS, CONSTRUCTION PROCEDURES AND APPURTENANCES SHALL CONFORM TO THE LATEST REQUIREMENTS OF THE PROJECT SPECIFICATIONS, PROJECT DRAWINGS, UTILITIES STANDARDS AND STANDARD SPECIFICATIONS OF CAL-AM.
- ALL EXISTING WATER VALVES AND FIRE HYDRANTS REMOVED FROM THE ABANDONED SYSTEM BY THE CONTRACTOR SHALL BE SALVAGED AND DELIVERED TO THE CAL-AM CORPORATION YARD.
- CONTRACTOR SHALL CLOSE ALL VALVES OF ABANDONED PIPELINES, REMOVE VALVE BOX FOR EACH ABANDONED VALVE, FILL RISER WITH CDF, AND PLACE CONCRETE OR A.C. PATCH OVER EACH HOLE CREATED BY REMOVAL OF EXISTING VALVE BOX.
- SHUTDOWN OF ALL UTILITIES WILL BE PERFORMED BY OR UNDER THE DIRECTION OF CAL-AM OPERATIONS DIVISION. ADVANCE NOTICE OF 5 WORKING DAYS IS REQUIRED FOR SHUTDOWNS.
- MINIMUM COVER OVER NEW WATER MAINS SHALL BE A MINIMUM OF 36".
- CONTRACTOR SHALL INSTALL APPROPRIATE 2" CORPORATION STOPS AND SADDLES TO BLEED AIR, PERFORM BACTERIOLOGICAL AND CHLORINATION TESTS AS WELL AS TEMPORARY BLOW OFFS FOR FLUSHING.
- NO PERMANENT CONNECTIONS WILL BE MADE UNTIL THE CONTRACTOR COMPLETES THE FOLLOWING IN THIS ORDER AND FOLLOWS ALL AWWA STANDARDS:
 - ALL NEW WATER MAINS, WATER SERVICES, AND APPURTENANCES ARE INSTALLED
 - CONTRACTOR WILL LOAD, FLUSH AND BLEED AIR FROM ALL NEW WATER MAINS, WATER SERVICES, AND APPURTENANCES
 - CONTRACTOR SHALL PERFORM PRESSURE TEST
 - SUPERCHLORINATE WATER MAINS AND APPURTENANCES BY MEANS OF CONTINUOUS INJECTION TO A RESIDUAL MORE THAN 25 PPM, BUT NOT GREATER THAN 50 PPM (NO CHLORINE TABLETS WILL BE USED)
 - AFTER COMPLETION OF CHLORINE INJECTION, WATER MAINS, WATER SERVICES, AND APPURTENANCES MUST SIT IDLE FOR A MINIMUM OF 24 HOURS.
 - AFTER 24 HOURS, CAL-AM REPRESENTATIVE WILL TEST CHLORINATED WATER IN NEWLY INSTALLED FACILITIES, AND IF CHLORINE RESIDUAL IS ABOVE 10 PPM, CONTRACTOR MAY PROCEED TO THE NEXT STEP. IF CHLORINE RESIDUALS ARE BELOW 10 PPM, CONTRACTOR WILL BE REQUIRED TO REPEAT SUPER CHLORINATION STEP.
 - CONTRACTOR WILL FLUSH ALL NEWLY INSTALLED WATER MAINS, WATER SERVICES, AND APPURTENANCES AND WILL CONTINUE TO FLUSH UNTIL CHLORINE RESIDUAL IS EQUAL TO THE EXISTING WATER DISTRIBUTION SYSTEMS CHLORINE RESIDUALS (TO BE DETERMINED BY CAL-AM REPRESENTATIVE).
 - IMMEDIATELY FOLLOWING FLUSHING, CAL-AM REPRESENTATIVE WILL DRAW BACTERIOLOGICAL SAMPLES (THE NUMBER AND LOCATIONS OF SAMPLES TO BE DETERMINED BY CAL-AM REPRESENTATIVE). CONTRACTOR MUST INSTALL SAMPLE PORTS AND MAKE AVAILABLE TO CAL-AM REPRESENTATIVE AT TIME OF SAMPLING.
 - A SECOND ROUND OF BACTERIOLOGICAL SAMPLES WILL BE TAKEN BY CAL-AM REPRESENTATIVE NOT LESS THAN 16 HOURS AFTER FIRST ROUND OF SAMPLES.

WATER GENERAL NOTES: (CONT'D.)

- CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY.
- TRENCH BACKFILL STANDARD DETAIL FOR WATER MAINS SHALL APPLY AND GOVERN FOR ALL LOCATIONS WHERE DEPTH OF COVER OF NEW WATER MAINS IS LESS THEN 36"
- ALL FIRE SERVICES SHALL BE POTHOLED BY THE CONTRACTOR PRIOR TO RECONNECTION FOR POSSIBLE CONFLICTS, ALL FIRE SERVICE RECONNECTS SHALL HAVE RESTRAINED JOINTS FROM THE TEE TO THE FIRST FITTING AFTER THE VALVE. CONTRACTOR SHALL FURNISH SHOP DRAWINGS OF HOW RECONNECTION WILL BE CONSTRUCTED AND SHALL INFORM NEAREST CITY FIRE STATION AND CITY COMMUNICATION CENTER OF THE FIRE SERVICE WORK AND MAKE ANY NECESSARY SCHEDULE ARRANGEMENTS TO ACCOMMODATE CUSTOMER'S NEEDS.
- UNDER NO CIRCUMSTANCE SHALL PIPE MATERIAL INSTALLED BE DEFLECTED OTHER THAN AT THE JOINTS, PER PROJECT SPECIFICATIONS.
- UNLESS OTHERWISE NOTED, EACH ADDRESS SHALL HAVE A WATER SERVICE CONNECTION. EXISTING WATER SERVICES MAY NOT BE SHOWN ON THE DRAWINGS.
- ALL WATER SERVICES 2-INCH AND SMALLER TO BE REPLACED AND SHALL NOT BE EXTENDED WITH UNION; THE LATERAL SHALL BE CONTINUOUS BETWEEN THE MAIN AND THE METER.
- CONTRACTOR SHALL APPLY FOR AND OBTAIN A FIRE HYDRANT METER FROM CAL-AM. CONTRACTOR TO PAY FOR ALL FLUSHING WATER AND INCLUDE COST IN BID.
- CONTRACTOR SHALL DISPOSE OF ANY CHLORINATED WATER AT A SUITABLE LOCATION. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY PERMITS TO DISPOSE OF WATER IN STORM, SEWER, CULVERTS, DITCHES, OR BODIES OF WATER. IF DISPOSAL IS TO OCCUR ON PRIVATE PROPERTY, CONTRACTOR MUST PROVIDE WRITTEN AGREEMENT TO CAL-AM BETWEEN CONTRACTOR AND PROPERTY OWNER INDICATING PERMISSION HAS BEEN PROVIDED.
- NEW WATER LINE SHALL MAINTAIN A MINIMUM OF 1 FOOT VERTICAL CLEAR SEPARATION FROM OUTSIDE WALL TO OUTSIDE WALL OF EXISTING UTILITIES.

EXISTING UTILITIES:

- CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (U.S.A.) AT LEAST ONE WEEK IN ADVANCE OF STARTING EXCAVATION TO PROVIDE FOR MARKING OF UTILITIES. ONLY TWO WEEKS OF WORK WILL BE LOCATED ON EACH REQUEST. THE CONTRACTOR SHALL MARK THE LIMITS OF EACH REQUEST AND PROVIDE A COPY OF U.S.A. TICKET TO CAL-AM REPRESENTATIVE PRIOR TO COMMENCEMENT OF WORK.
- THE UNDERGROUND UTILITIES SHOWN IN PLAN DRAWINGS ARE FOR INFORMATION ONLY. PRIOR TO EXCAVATION, CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE LOCATION OF ALL EXISTING UTILITIES.
- CONTRACTOR SHALL POTHOLE ALL UTILITIES CROSSING THE PIPELINE ALIGNMENT AND PROVIDE TOP AND BOTTOM ELEVATION DATA OF EXISTING UTILITIES. CONTRACTOR SHALL ALSO COLLECT TYPE OF PIPE MATERIAL AND DIAMETER FOR STORM DRAIN, SANITARY SEWER AND WATER UTILITIES. CONTRACTOR SHALL NEATLY PREPARE A MARKED UP SET OF PLANS WITH THE UTILITY POTHOLE LOCATION, TOP AND BOTTOM ELEVATIONS, TYPE OF MATERIAL, AND DIAMETER. ONCE COMPLETE, CONTRACTOR SHALL FORMALLY SUBMIT THE UTILITY POTHOLE PLAN TO BOTH THE CAL-AM PROJECT MANAGER AND THE PROJECT DESIGN ENGINEER. CONTRACTOR SHALL ALLOW FOR 72 HOURS FROM TIME OF RECEIPT OF THE COMPLETE POTHOLE DATA FOR CAL-AM'S PROJECT MANAGER AND PROJECT DESIGN ENGINEER TO REVIEW AND PROVIDE PROFILE DETAILS WHERE CROSSING CONFLICTS MAY EXIST. PARTIAL OR INCOMPLETE DATA MAY DELAY THE PROCESS.
- THE CONTRACTOR SHALL TAKE PRECAUTIONARY MEASURES TO PROTECT UTILITY LINES AND STRUCTURES SHOWN AS WELL AS ANY AND ALL OTHERS NOT OF RECORD OR NOT SHOWN ON THESE PLANS. EXISTING UTILITY SERVICE LATERALS ARE SPECIFICALLY NOT SHOWN ON THESE PLANS AND ARE TO BE PROTECTED BY THE CONTRACTOR DURING PIPELINE CONSTRUCTION.
- ALL CONTRACTOR WORK AROUND EXISTING UTILITIES SHALL BE IN CONFORMANCE WITH CALIFORNIA GOVERNMENT CODE 4216.
- THE CONTRACTOR SHALL PROTECT IN PLACE ALL OVERHEAD INTERFERENCE. THE CONTRACTOR SHALL USE EXTREME CAUTION WHEN WORKING NEAR OVERHEAD OR UNDERGROUND POWER, GAS, AND/OR OTHER UTILITIES SO AS TO SAFELY PROTECT ALL PERSONNEL AND EQUIPMENT AND SHALL BE RESPONSIBLE FOR ALL COSTS AND LIABILITY IN CONNECTION THEREWITH.
- CONTRACTOR SHALL CONTACT UTILITY POLE OWNER PRIOR TO WORKING IN AREA AND UTILITY POLE OWNER WILL DO ALL WORK ON UTILITY POLES. EXISTING UTILITY POLES MAY NOT BE SHOWN ON THESE PLANS AND ARE TO BE PROTECTED BY THE UTILITY POLE OWNER WHEN EXCAVATION OR WORK IS WITHIN CLOSE PROXIMITY TO THE EXISTING UTILITY POLES. CONTRACTOR SHALL CONTACT UTILITY POLE OWNER PRIOR TO WORKING IN THE AREA AND TO DETERMINE IF PROTECTION IS REQUIRED. THE CONTRACTOR SHALL PAY ALL THE COSTS ASSOCIATED WITH UTILITY POLE PROTECTION AND/OR MODIFICATIONS AND THE CONTRACTOR SHALL INCLUDE THE TIME NEEDED BY THE UTILITY POLE OWNER AS PART OF THE OVERALL WORK.
- THE OWNER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY AND COMPLETENESS OF UTILITY INFORMATION. THE CONTRACTOR SHALL EXERCISE CAUTION WHILE EXCAVATING AND SHALL PROTECT ALL EXISTING SERVICES FROM DAMAGE DUE TO HIS OPERATIONS. SUPPORT EXISTING UTILITIES THAT ARE EXPOSED DUE TO CONSTRUCTION ACTIVITIES.
- EXISTING UTILITY LINES/PIPELINES SHALL BE SUPPORTED AND PROTECTED DURING CONSTRUCTION. EXISTING UTILITIES WHICH ARE PROPERLY SHOWN ON THE PLANS OR FIELD LOCATED, BUT ARE DAMAGED DURING WORK BY THE CONTRACTOR, SHALL BE REPLACED TO CONFORM WITH CITY/COUNTY/AGENCY STANDARDS AT THE CONTRACTOR'S EXPENSE.
- UNDERGROUND ELECTRIC LIGHTING, TELEPHONE AND TELECOMMUNICATION LINES, UNDERGROUND FIBER OPTIC LINES, CABLE TELEVISION LINES, OVERHEAD ELECTRIC LINES, UNDERGROUND SECONDARY ELECTRIC LINES ARE GENERALLY NOT SHOWN ON ALL DRAWINGS FOR CLARITY.

TRAFFIC CONTROL:

- CONTRACTOR IS REQUIRED TO APPLY FOR AND PAY FOR ENCROACHMENT PERMIT. CONTRACTOR WILL BE REQUIRED TO SUBMIT A TRAFFIC CONTROL PLAN AS PART OF THE ENCROACHMENT PERMIT APPLICATION AND SHALL BE PREPARED IN ACCORDANCE WITH THE CITY OR COUNTY REQUIREMENTS.
- ALL TRAFFIC CONTROL SHALL BE CONDUCTED IN ACCORDANCE WITH THE CONTRACTOR'S SPECIFIC TRAFFIC PLANS AS APPROVED BY THE CITY OR COUNTY.
- CONTRACTOR SHALL HAVE AN APPROVED TRAFFIC CONTROL PLAN ON THE JOB SITE AT ALL TIMES.
- POST "TOW AWAY NO PARKING" SIGNS A MINIMUM OF 72 HOURS PRIOR TO CONSTRUCTION, OR AS REQUIRED BY THE ENCROACHMENT PERMIT.
- THE CONTRACTOR SHALL CONDUCT THEIR OPERATIONS TO CAUSE THE LEAST POSSIBLE OBSTRUCTION AND INCONVENIENCE TO THE PUBLIC. THROUGHOUT THE PERFORMANCE OF THE WORK THE CONTRACTOR SHALL CONSTRUCT AND ADEQUATELY MAINTAIN SUITABLE AND SAFE CROSSINGS OVER TRENCHES, DRIVEWAY ACCESS AND SUCH DETOURS AS ARE NECESSARY FOR PUBLIC PEDESTRIAN AND VEHICULAR TRAFFIC.

TRAFFIC CONTROL:

- ALL CONTRACTOR EMPLOYEES AND CONTRACTOR REPRESENTATIVES MUST COMPLY WITH ALL TRAFFIC SAFETY LAWS AND NORMAL PRACTICES. NO INDIVIDUAL WILL BE ALLOWED IN WORK AREA WITHOUT PROPER TRAFFIC RATED SAFETY VESTS (ORANGE OR YELLOW SHIRTS NOT ALLOWED AS SAFETY VEST), HARD HATS, AND STEEL TOE BOOTS.
- IF TRAFFIC PLATES ARE USED, TRAFFIC PLATES SHALL BE NON-SKID, PINNED AND TACK-WELDED TOGETHER IF MULTIPLE TRAFFIC PLATES ARE USED. IF TRAFFIC PLATES ARE TO REMAIN FOR MORE THAN ONE (1) WEEK, THE PLATES MUST BE RECESSED TO BE FLUSH WITH ROADWAY.

DEMOLITION NOTES:

- CLEAR AND REMOVE ALL ORGANIC MATER, DEBRIS, AND RUBBISH FROM WITHIN THE LIMIT OF WORK. CONTRACTOR SHALL DISPOSE OF SAID MATERIAL IN A LEGAL MANNER AS THEIR PROPERTY.
- CONTRACTOR MAY RE-USE MATERIAL SUBJECT TO SUBMITTALS PER SPECIFICATION AND REVIEW BY THE ENGINEER.

RIGHT OF WAY IMPROVEMENT AND RESTORATION:

- ALL IMPROVEMENTS IN THE PUBLIC RIGHT OF WAY SHALL BE RESTORED IN KIND TO PRIOR CONDITION. UNLESS OTHERWISE NOTED ON THE DRAWINGS, ALL IMPROVEMENTS WITHIN THE PUBLIC EASEMENT SUCH AS STREETS SHALL MEET THE LOCAL CITY AND COUNTY STANDARDS.
- REFERENCE DRAWINGS MAY BE OBSOLETE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN THE LATEST CAL-AM DRAWINGS.
- THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO PROTECT EXISTING IMPROVEMENTS. ALL SUCH IMPROVEMENTS OR STRUCTURES DAMAGED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED OR RECONSTRUCTED TO ORIGINAL DESIGN CONDITION AND/OR AS SPECIFIED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL LIMIT CONSTRUCTION OPERATIONS TO WITHIN THE RIGHT OF WAY, EASEMENTS AND DESIGNATED WORK AREAS, AS INDICATED. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ANY DAMAGES OUTSIDE THE RIGHT OF WAY, EASEMENTS, AND DESIGNATED WORK AREAS SHOWN ON THE DRAWINGS.

PROJECT NOTES:



- CONTRACTOR SHALL USE PVC C900 DR14 MATERIAL WHERE PVC PIPE IS TO BE USED.
- CONTRACTOR SHALL MAINTAIN DESIGNATED ALIGNMENT SHOWN AS CLOSELY AS POSSIBLE.
- CONTRACTOR WILL NEED TO DISINFECT NEW WATER MAIN, PROVIDE TEMPORARY CONNECTION TO NEW WATER MAIN, TRANSFER ALL EXISTING WATER SERVICES TO NEW SYSTEM PRIOR TO MAKING FINAL TIE IN CONNECTION.
- FOR ASPHALT CONCRETE (AC) PAVING RESTORATION AREAS - CONTRACTOR SHALL MATCH EXISTING PAVEMENT SECTION WITH A MINIMUM OF 3 INCHES OF HOT MIX ASPHALT OVER 6 INCHES OF AGGREGATE BASE WITHIN THE TRENCH LINE. CONTRACTOR TO FOLLOW ENCROACHMENT PERMIT REQUIREMENTS FOR PAVEMENT RESTORATION. UP TO 3 INCHES OF HOT MIX ASPHALT CAN BE PLACED PER LIFT. CONTRACTOR TO PROVIDE TYPE 2 SLURRY AS REQUIRED BY THE ENCROACHMENT PERMIT AND SHALL INCLUDE LIMITS FROM THE EDGE OF PAVEMENT TO THE CENTERLINE OF THE STREET FOR THE WATER MAIN REPLACEMENT TRENCH AND SHALL ALSO INCLUDE 1 FT ON EACH SIDE OF TRENCH FOR WATER SERVICE LINE REPLACEMENTS FOR THE FULL WIDTH OF THE ROADWAY.
- FOR CONCRETE ROADWAY SURFACE RESTORATION AREAS - SEE RESTORATION DETAIL ON SHEET 6. CONTRACTOR TO FOLLOW ENCROACHMENT PERMIT REQUIREMENTS FOR CONCRETE ROADWAY RESTORATION.
- FOR SIDEWALK SURFACE RESTORATION AREAS - CONTRACTOR TO MATCH EXISTING SIDEWALK MATERIAL AND PATTERNS. CONTRACTOR TO FOLLOW ENCROACHMENT PERMIT REQUIREMENTS.
- DIMENSIONS SHOWN AT UTILITIES ARE 6" TO 6", OR 6" TO LIP OF GUTTER OR EDGE OF PAVEMENT TYPICALLY UNLESS OTHERWISE INDICATED.

90% DESIGN SET

03/30/2025

PROJECT NO.		SHEET 02 OF 09	
CALIFORNIA AMERICAN WATER COMPANY Dolores St Comm Wtr Main Repl			
NOTES			
P.O. Box 551310 South Lake Tahoe, CA 96150 Phone: (916) 869-4957 E-mail: scott@h2o-urban.com		03/30/2025	

CAL-AM APPROVAL APPROVED BY	DATE
CHECKED BY	
DESCRIPTION	
NO.	
DATE: 03/30/2025	SCALE: _____
DRAWN BY: S. MYERS	DESIGNED BY: S. MYERS
CHECKED BY: D. PEZZINI	



C:\ONE DRIVE - H2O URBAN SOLUTIONS\H2O\PROJECTS\2553 CAWM\DESIGN PROJECTS\317 - DOLORS PH 2 MAIN REPL (MON)\SURVEY\CAW - COMMERCIAL - DESIGN - 2025-03-30 - 90% DESIGN SET DWG PLOTTED BY SCOTT MYERS ON 7/8/2025 9:39 AM

CITY OF CARMEL BY THE SEA CONTRACTOR CONDITIONS:

1.

BLOW OFF DISCHARGES: DISCHARGES ARE NOT PERMITTED INTO THE CITY'S STORM DRAIN SYSTEM, INCLUDING INTO LAKES OR STREAMS. THIS APPLIES FOR CONSTRUCTION WATER AND FUTURE OPERATIONS OF THE PIPELINE. DISCHARGES INTO THE SANITARY SEWER SYSTEM REQUIRE PRIOR APPROVAL OF THE MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY (MRWPCA), CAWD, AND THE CITY.
2.

STREET TREES: NO TREES ARE TO BE REMOVED UNDER THIS PERMIT. CONTRACTOR'S ARBORIST TO CONTACT CITY FORESTER AT (831) 877-0949 FOR SITE CONSULTATIONS PRIOR TO TRIMMING ANY CANOPY OR ROOTS OF ANY CITY TREE. ANY TREES DAMAGED BY CONTRACTOR'S OPERATIONS SHALL BE REPLACED AND MAINTAINED FOR A PERIOD FOR UP TO FIVE (5) YEARS AS REQUIRED BY THE CITY FORESTER. ROOTS NO LARGER THAN 2 INCHES SHALL NOT BE CUT WITHOUT APPROVAL BY CAW OR CITY FORESTER. CAW AND CITY ARBORIST WILL WALK THE PROJECT PRIOR TO START OF CONSTRUCTION TO IDENTIFY POTENTIAL CONCERNING AREAS OR TREE LOCATIONS.
3.

STAGING AREAS: PROVIDE TO THE CITY LEGAL EVIDENCE OF THE USE OF ALL STAGING AREA(S) LOCATED WITHIN CITY LIMITS.
4.

HAUL ROADS: HAUL ROADS WILL FOLLOW PIPELINE ALIGNMENT AND APPROVED TRAFFIC CONTROL PLANS TO THE EXTENT POSSIBLE. DEVIATIONS REQUIRE PRIOR APPROVAL OF THE CITY.
5.

CROSS GUTTERS: RESTORE CROSS GUTTERS PER CITY STANDARD. CROSS GUTTERS ARE TO BE RECONSTRUCTED FROM SPANDREL TO SPANDREL.
6.

STRIPING/MARKINGS: EXISTING SIGNS, STRIPING, PAVEMENT LEGENDS, AND MARKINGS WILL BE RESTORED TO CURRENT CITY STANDARDS AND AS DIRECTED BY THE CITY. PROVIDE TEMPORARY PAVEMENT MARKINGS AND STRIPING ON ARTERIALS IN ACCORDANCE WITH MUTCD AND CALTRANS STANDARDS. PROVIDE PERMANENT STRIPING, LEGENDS, AND MARKINGS WITHIN TEN (10) BUSINESS DAYS OF PERMANENT PAVEMENT RESTORATION. CITY TO PROVIDE SPECIFICATIONS ON PAINTING, STRIPING, AND MARKINGS.
7.

PARKING NOTICES, TEES AND STALLS: PROVIDE A MINIMUM OF 72 HOUR ADVANCE NOTICES FOR NO PARKING ZONES EVERY 50 FEET IN EACH DIRECTION AFFECTED. RESTORE PARKING TEES PER CITY STANDARD DETAIL. PARKING NOTICES WILL INDICATE THE START DATE AND ANTICIPATED DURATION OF WORK WITHIN THE AFFECTED AREA. COORDINATE NO PARKING ZONES WITH PUBLIC WORKS, (831) 620 2070.
8.

CROSSWALKS: RESTORE CROSSWALK STRIPING PER CITY STANDARD REGARDLESS OF EXISTING CONDITION.
9.

INGRESS, EGRESS, AND PARKING IMPACTS: NOTIFY, COORDINATE, AND RESOLVE ACCESS, INGRESS, EGRESS, SPECIAL NEEDS (DISABILITIES), AND PARKING ISSUES WITH ALL PRIVATE PROPERTY OWNERS/TENANTS AND BUSINESSES ALONG THE PIPELINE ROUTE. CONTRACTOR TO PROVIDE ACCESS TO RESIDENTS AT ALL TIMES.
10.

INCOMPLETE STREET OPENINGS (BARRIERS AND STEEL PLATES): WHERE STREET OPENINGS CANNOT BE BACKFILLED DURING THE DAY OF OPENING, SUITABLE BARRIERS SHALL BE PLACED AROUND THE EXCAVATION TO PREVENT ACCIDENTS, AND LIGHTED BARRICADES SHALL BE CONTINUOUSLY MAINTAINED AT THE OPENING SITE. ALTERNATIVELY, STEEL PLATES MAY BE PLACED OVER OR FLUSH WITH THE TRENCH IF TRAFFIC WOULD OTHERWISE BE IMPEDED. STEEL TRAFFIC PLATES MAY BE USED AT END OF TRENCH IN ORDER TO START WORK THE FOLLOWING DAY WITHOUT HAVING TO RE EXCAVATE THE TRENCH. NO MORE THE TWO STEEL PLATES SHALL BE USED AT THE FINISHING END OF TRENCH. TRENCH PLATES ALONG ARTERIALS SHALL BE FLUSH WITH ADJACENT ASPHALT PAVEMENT; HOWEVER, THIS REQUIREMENT IS WAIVED WITHIN CONCRETE PAVEMENT.

TEMPORARY TRENCH REPAIR: ALL STREETS SHALL BE TEMPORARILY RESTORED WITH EITHER COLD MIX OR HOT MIX ASPHALT (HMA), THE TEMPORARY TRENCH PATCH MUST BE KEPT IN GOOD CONDITION WITH A REASONABLY SMOOTH RIDING SURFACE UNTIL STRUCTURAL PAVEMENT RESTORATION. IF COLD MIX ASPHALT IS USED, AT THE DISCRETION OF BOTH THE CITY AND CAW, THE CONTRACTOR MAY BE REQUIRED TO PAVE THE INITIAL HALF OF THE ALIGNMENT WITH HMA IF THE CONDITIONS OR REQUIRED MAINTENANCE OF COLD MIX ASPHALT CONTINUES TO BE AN ISSUE.

THE TEMPORARY TRENCH REPAIR ASPHALT SHALL BE REMOVED PRIOR TO STRUCTURAL PAVEMENT RESTORATION. ASPHALT REPLACEMENT SHALL EXTEND 1' BEYOND TRENCH CUT ON EACH SIDE OF THE TRENCH. WHERE GUTTER EDGE OR NEAREST LANE LINE IS LESS THAN 3' FROM TRENCH LIMIT, PAVE MERIT SHALL BE REPLACED TO GUTTER EDGE OR TO NEAREST LANE LINE. WHEN ADJACENT TRENCHES ARE LESS THAN 3' FROM EDGE TO EDGE, ASPHALT BETWEEN TRENCHES SHALL BE REMOVED AND REPLACED. ADDITIONAL PAVEMENT BEYOND THE TRENCH LIMITS WILL BE EVALUATED WITH SITE INSPECTIONS IF DAMAGE FROM CONSTRUCTION TO SURROUNDING PAVEMENT OCCURS. THE STRUCTURAL PAVEMENT RESTORATION WILL BE PAVED TO A DEPTH OF AT LEAST 1" GREATER THAN EXISTING PAVEMENT THICKNESS.

FINAL SURFACE RESTORATION: WITHIN THREE (3) MONTHS OF PIPELINE COMPLETION, OR AS OTHERWISE AGREED TO BY CITY, ALL STREETS ALONG THE PIPELINE ALIGNMENT SHALL BE COMPLETED WITH FINAL RESURFACING (GUTTER TO GUTTER, OR CURB TO CURB). PREFERENCE WILL BE GIVEN TO PAVE/RESURFACE LONG SEGMENTS OF STREETS AT ONE TIME. AREAS OF DEFECTIVE PAVEMENT SHALL BE REMOVED AND REPLACED PRIOR TO RESURFACING IN COORDINATION WITH CITY INSPECTION AND CITY STANDARDS. PAVEMENT RESURFACING SHALL BE SLURRY TYPE II ON RESIDENTIAL STREETS AND SLURRY TYPE III ON ALL COLLECTOR AND ARTERIAL STREETS. SLURRY MIX DESIGNS TO BE PRE APPROVED BY CITY.
11.

CONTRACTOR TO AVOID TRENCHING OR WORK THAT WOULD TRIGGER ADA RAMPS. CONTRACTOR SHALL CONTACT CAW AND THE CITY IF THERE ARE ANY QUESTIONS OR CONCERNS ABOUT WHICH WORK COULD TRIGGER ADA RAMPS.
12.

CONCRETE PAVEMENT SECTION: ALL CONCRETE TRENCHES/PATCHES TO BE DOWELED WITH #4 REBAR, 2 FEET ON CENTER AND EPOXIED. CONCRETE MIX DESIGN TO BE PRE-APPROVED BY CITY.
13.

PRIOR TO ISSUANCE OF A BUILDING PERMIT, THE APPLICANT SHALL SUBMIT A COMPLETED BMP TRACKING FORM FOR REVIEW AND APPROVAL BY THE CITY OF CARMEL. CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AND HAVE THEM IN PLACE PRIOR TO ANY CONSTRUCTION OPERATION BEING INITIALIZED. BMP DETAILS HAVE BEEN BE ADDED TO THE CONTRACT DOCUMENTS. CONTRACTOR RESPONSIBLE FOR ANY ADDITIONAL MEASURES THAT MAY BE REQUIRED FOR THIS PROJECT, OR TO OBTAIN APPROVAL BY THE CITY.
14.

ENVIRONMENTAL MITIGATION: CITY REQUESTS A COPY OF ALL REPORTS, SURVEYS, LOGS, AND RECORDS.

a)

COVER ALL TRUCKS HAULING SOIL.

b)

SWEEP ALL PAVED ACCESS ROADS DAILY.

c)

ENCLOSE OR COVER DAILY EXPOSED STOCKPILES.

d)

THE CITY MAY REQUEST REASONABLE TECHNICAL SUPPORT FROM THE QUALIFIED BIOLOGIST.

e)

TREES AND VEGETATION NOT PLANNED FOR REMOVAL OR TRIMMING SHALL BE PROTECTED IN PLACE PRIOR TO CONSTRUCTION.

f)

ON-SITE SPILL CONTAINMENT MEASURES SHALL BE AVAILABLE AT ALL WORK HEADINGS.

g)

IN ADDITION TO OTHER REQUIRED NOTIFICATIONS, "CONTRACTOR" SHALL ALSO PROMPTLY NOTIFY CAW AND THE CITY OF ANY ARCHAEOLOGICAL FINDINGS IN THE EVENT ANY ARE ENCOUNTERED. ALL EXCAVATING IS TO CEASE IMMEDIATELY.

h)

IN ADDITION TO OTHER REQUIRED NOTIFICATIONS, "CONTRACTOR" SHALL ALSO PROMPTLY NOTIFY CAW AND THE CITY OF FINDINGS OF ANY HUMAN REMAINS IN THE EVENT ANY ARE ENCOUNTERED. ALL EXCAVATING IS TO CEASE IMMEDIATELY.

i)

NIGHT TIME WORK IS NOT PERMITTED.

j)

DESIGNATE WORKER PARKING AREAS THAT MINIMIZE PARKING DISPLACEMENT, AND REVIEW WORKER PARKING STRATEGIES WITH CITY.
15.

PROJECT SCHEDULE: PROVIDE CITY A CONSTRUCTION "3 WEEK LOOK AHEAD" SCHEDULE ON A REGULAR BASIS. IN LIEU OF A WEEKLY CONSTRUCTION SCHEDULE, A DETAILED PROJECT SCHEDULE WILL BE REQUIRED ON AT LEAST A MONTHLY BASIS.
16.

PROTECTION: TRENCH COMPACTION SHALL BE LIMITED TO THE USE OF A COMPACTOR IN A MANNER THAT INDUCES AN EXTERNAL LOAD AT THE POINT OF COMPACTION OF NO GREATER THAN 2,450 PSF AT THE FOLLOWING LOCATIONS:
 - LOCATIONS WHERE CITY UTILITIES (STORM DRAIN AND SEWER ONLY) ARE FOUND TO BE LOCATED WITHIN 6'-5" OF THE OUTSIDE DIAMETER OF THE PIPELINE (I.E. BASED ON USA MARKINGS AND/OR POTHOLING), AND
 - ALL CROSSINGS WHERE THE EXISTING SEWER IS LOCATED BELOW THE PIPELINE TRENCH.IN LIEU OF A COMPACTOR, THE CONTRACTOR MAY BACKFILL THE TRENCH WITH CITY APPROVED CEMENT SLURRY. SEWER LATERAL REPAIRS: EXISTING SEWER LATERALS DAMAGED DURING CONSTRUCTION WILL BE REPAIRED AS SOON AS REASONABLY POSSIBLE. LEAKS AS A RESULT OF THE DAMAGED PIPE AND/OR REPAIR SHALL BE CONTAINED ON SITE AND DISPOSED OF IN A LAWFUL MANNER. ALL LATERAL CONNECTIONS WILL BE MADE BY THE INSTALLATION OF A "WYE" (Y) AND A STRAIGHT PIECE OF PIPE. REPAIRS TO BE MADE BY CONTRACTOR AND IN ACCORDANCE WITH CAWD REQUIREMENTS IF DAMAGED DURING CONSTRUCTION.

CITY OF CARMEL BY THE SEA CONTRACTOR CONDITIONS: (CONT'D.)

17.

BLOW OFF VALVES: OBTAIN PRIOR CITY APPROVAL FOR PLACEMENT OR RELOCATION.
18.

FIRE HYDRANTS TO BE COLOR CODED PER NFPA. CAL-AM WILL FLOW TEST AND DETERMINE FLOW CAPACITY AND COLOR CODING. CONTRACTOR TO PAINT FIRE HYDRANT CAPS.
19.

AIR RELEASE VALVES: NO ARV'S ARE PROPOSED. OBTAIN PRIOR CITY APPROVAL IF ARV'S ARE REQUIRED.
20.

PRESSURE REDUCING VALVES: NO PRVS ARE PROPOSED. OBTAIN PRIOR CITY APPROVAL IF PRVS ARE REQUIRED.
21.

SURFACE ACCESSED VAULTS: NO SURFACE ACCESSED VAULTS ARE PROPOSED. OBTAIN PRIOR CITY APPROVAL IF SURFACE ACCESSED VAULTS ARE REQUIRED.
22.

CONTRACTOR SHALL HANG DOOR HANGERS AND NOTICES.
23.

CONTRACTOR TO PROVIDE PROJECT BARRICADES WITH PROJECT NAME AND INCLUDE PROJECT OWNER CONTACT INFORMATION.
24.

POTHOLING: POTHOLE DATA SHALL BE INCORPORATED INTO AS-BUILT/RED LINE SET.
25.

WATER VALVES: ALL WATER VALVES LOCATED WITHIN PAVED CITY STREETS SHALL BE REPLACED IN ACCORDANCE WITH CAL AM STANDARD DRAWING NO. 4, INCLUDING INSTALLATION OF NEW G-5 VALVE BOX AND COVER WITH METAL LID MARKED "WATER."
26.

EMERGENCY CONTACTS: CONTRACTOR TO PROVIDE A LIST OF AT LEAST THREE (3) NAMES OF 24/7 EMERGENCY CONTACTS WHO CAN RESPOND TO ACCIDENTS, TRAFFIC CONTROL AND TRENCH RESTORATION ISSUES. IN ADDITION, CAL AM SHALL FURNISH AND MAINTAIN AN UPDATED, COMPREHENSIVE LIST OF ALL PROJECT STAKEHOLDERS, TO INCLUDE PRIMARY AND ALTERNATE CONTACTS, INCLUDING CAL AM, ENGINEER OF RECORD, CALTRANS, PG&E, AT&T, COMCAST, CITY OF CARMEL BY THE SEA, AND OTHER KEY STAKEHOLDERS.
27.

CONSTRUCTION WORK HOURS: NIGHT TIME WORK UNDER THIS PERMIT IS NOT ALLOWED. ALL OTHER WORK IS TO BE COMPLETED WITHIN THE HOURS OF 8:00 AM 5:00 PM, MONDAY THROUGH FRIDAY. IF AFTER HOURS, WEEKEND, OR HOLIDAY WORK IS REQUESTED, PRIOR AUTHORIZATION MUST BE GRANTED BY THE CITY. THE CITY WILL CHARGE AN ADDITIONAL FEE FOR ALL QA WORK OCCURRING OUTSIDE OF STANDARD WORKING HOURS.
28.

RELOCATED UTILITIES: WHILE NO RELOCATIONS OF CITY FACILITIES ARE ANTICIPATED AT THIS TIME, IF NECESSARY, THEY WILL BE PROPERLY PLANNED, DESIGNED, AND COORDINATED IN ADVANCE OF CONSTRUCTION AS A RESULT OF POTHOLING. IN THE EVENT THAT AN UNFORESEEN CONDITION DURING CONSTRUCTION REQUIRES THE PROMPT REALIGNMENT OR RELOCATION OF AN EXISTING CITY UTILITY OR FACILITY (I.E. SEWER OR STORM DRAIN PIPE, DRAINAGE INLET, TRAFFIC SIGNAL PULL BOX), THE CONTRACTOR/ENGINEER OF RECORD SHALL PROVIDE SKETCHES OF BOTH THE EXISTING CONDITION AND PROPOSED CONDITION IN PLAN AND PROFILE, ALONG WITH PHOTOGRAPHS AND THE IMPROVEMENT PLANS ILLUSTRATING THE EXACT LOCATION. A MEETING WILL BE HELD AT THE SITE OR A PHONE CONFERENCE WILL BE HELD AS SOON AS POSSIBLE. UPON THE CITY'S ASSESSMENT AND APPROVAL, THE WORK MAY PROCEED. THE RELOCATED FACILITY WILL BE SHOWN ON THE AS BUILT PLANS. IN THE EVENT OF AN EMERGENCY WHERE IMMEDIATE REPAIRS ARE WARRANTED, CONTRACTOR/ENGINEER OF RECORD SHALL MAKE A GOOD FAITH EFFORT TO CONTACT THE CITY PRIOR TO MAKING EMERGENCY REPAIRS.
29.

TRAFFIC CONTROL PLANS: TCPS FOR THE 8" WATER MAIN INSTALLATION WILL BE SUBMITTED FOR REVIEW AND APPROVAL BY CITY. TCPS MUST BE APPROVED BY CITY A MINIMUM OF TWO (2) WEEKS PRIOR TO CONSTRUCTION OF THE 8" PIPELINE ALONG THAT STREET SEGMENT. ADDITIONAL OR MODIFICATIONS TO APPROVED TRAFFIC CONTROL PLANS MUST ALSO BE APPROVED BY CITY PRIOR TO CONSTRUCTION ALONG THE AFFECTED STREET SEGMENT. A PRELIMINARY TCP WAS PROVIDED TO THE CITY BY CAW. FINAL TCP TO BE PROVIDED BY CONTRACTOR.
30.

PEDESTRIAN/BICYCLE DETOUR PLANS: PROVIDE SAFE PROVISIONS FOR PEDESTRIANS AND BICYCLES AROUND CONSTRUCTION ZONES AS REQUIRED BY THE CITY.
31.

HAZARDOUS MATERIALS: HANDLE, TREAT, AND/OR DISPOSE OF HAZARDOUS MATERIALS PER SPECIFICATIONS SECTIONS 01150 AND 0220 OR AS OTHERWISE DIRECTED BY THE REGULATORY AGENCY HAVING JURISDICTION.
32.

PRECONSTRUCTION VIDEO: CONTRACTOR TO PROVIDE CAW AND CITY WITH AN INDEXED (BY STREET ADDRESS), PRECONSTRUCTION VIDEO OF EXISTING SURFACE IMPROVEMENTS SHOWN FROM BOTH DIRECTIONS, OF ACCEPTABLE CLARITY AND QUALITY TO THE CITY. IN ADDITION, PROVIDE COPY OF PRECONSTRUCTION PHOTOGRAPHS OF SPECIFIC LOCATIONS WITHIN TWO (2) BUSINESS DAYS AS REQUESTED BY CITY.
33.

SURVEY MONUMENTS: SURVEY MONUMENTS REMOVED OR DAMAGED DUE TO CONSTRUCTION OPERATIONS SHALL BE RESTORED BY A LICENSED LAND SURVEYOR. ALL SURVEY MONUMENTS LOCATED WITHIN THE TRENCH PATCH SHALL BE REPLACED IN ACCORDANCE WITH CITY STANDARD.
34.

U.S.A. NOTIFICATION: AT LEAST TWO (2) DAYS BEFORE ANY EXCAVATION, CONTRACTOR MUST CONTACT UNDERGROUND SERVICE ALERT AT 1-800-227-2600.
35.

CUTTING STREET SURFACES: ALL CONCRETE AND ASPHALT STREETS, AND CONCRETE AND ASPHALT SIDEWALKS, CURBS, GUTTERS, MEDIANS, AND DIKES, WILL BE SAW CUT WITH SMOOTH STRAIGHT EDGES UNLESS OTHERWISE APPROVED BY THE CITY.
36.

HEADINGS: NO MORE THAN ONE (1) PIPELINE HEADING IS PERMITTED ON THIS PROJECT AT ONE TIME WITHIN THE CITY LIMITS WITHOUT PRIOR APPROVAL FROM THE CITY.
37.

CLEAN UP OF RIGHT OF WAY: UPON COMPLETION OF WORK ALONG A STREET SEGMENT, ALL MATERIALS, TRAFFIC CONTROL DEVICES, SCRAPS AND OTHER MATERIALS AND DEBRIS SHALL BE ENTIRELY REMOVED AND THE RIGHT OF WAY LEFT IN A CONDITION SATISFACTORY TO THE CITY.
38.

DAMAGE TO EXISTING FACILITIES: PROMPTLY MAKE REPAIRS TO THE PUBLIC RIGHT OF WAY OR UNDERGROUND UTILITIES THAT ARE DAMAGED BY THE WORK AUTHORIZED BY THIS PERMIT. DAMAGE TO CITY STREETS OUTSIDE OF THE PIPELINE ALIGNMENT CAUSED BY CONSTRUCTION OPERATIONS, AND SPECIFICALLY INCLUDING HAUL ROUTES, SHALL ALSO BE REPAIRED TO PRE CONSTRUCTION CONDITIONS. THESE REPAIRS SHALL BE TO THE SATISFACTION OF THE CITY. DAMAGE TO THIRD PARTY UTILITIES SHALL BE REPAIRED AS REQUIRED BY THE APPLICABLE UTILITY'S OWNER.
39.

STORAGE OF MATERIALS: ABSOLUTELY NO STOCKPILING OF MATERIAL WILL BE ALLOWED ALONG THE SIDEWALK OR ON PRIVATE PROPERTY. STOCKPILING ALONG THE STREET MUST BE CONTAINED WITHIN THE BARRICADED/ PROTECTED AREAS OF WORK SITE AS APPROVED BY THE CITY. NO STOCKPILING SHALL BE LOCATED IN THE STREET GUTTER PAN OR DRAINAGE PATH.
40.

CONCRETE WASHOUT LOCATIONS: LOCATIONS MUST BE PRE APPROVED BY THE CITY.
41.

EMERGENCY ACCESS: MAINTAIN ACCESS FOR EMERGENCY VEHICLES AT ALL TIMES.
42.

EMERGENCY RESPONSE NOTIFICATIONS: CONTRACTOR SHALL NOTIFY POLICE AND FIRE ((831) 624 6403), AND AMBULANCE SERVICE PROVIDERS AT LEAST 48 HOURS IN ADVANCE AS TO PROPOSED ROAD/LANE CLOSURES, DETOURS, AND ALTERNATE ROUTES AVAILABLE.
43.

SCHOOL ZONES: AVOID TRUCK TRIPS THROUGH DESIGNATED SCHOOL ZONES DURING SCHOOL DROP OFF AND PICKUP HOURS. PROVIDE CONSTRUCTION SCHEDULE UPDATES TO THE SCHOOLS FOR BUS ROUTE COORDINATION.
44.

ROAD CLOSURE NOTIFICATIONS: NOTIFY POSTAL CARRIER, TRANSIT LINES, TRASH COLLECTORS, SCHOOL DISTRICTS AND AFFECTED RESIDENCES AND BUSINESSES AT LEAST 48 HOURS IN ADVANCE AS TO PROPOSED CLOSURES AND ALTERNATE ROUTES AVAILABLE.
45.

PRIVATE IMPROVEMENTS: RESTORE, REPAIR, OR REPLACE PRIVATE PROPERTY IMPROVEMENTS DAMAGED BY CONSTRUCTION OPERATIONS TO THE PRE CONSTRUCTION CONDITIONS AS COMMERCIALLY PRACTICAL AND TO THE PRIVATE PROPERTY OWNER'S SATISFACTION. IN THE EVENT THE PRIVATE PROPERTY OWNER IS NOT SATISFIED WITH THE RESTORATION OR REPAIR OF DAMAGED IMPROVEMENTS, CAL AM'S EXTERNAL AFFAIRS MANAGER, CONSTRUCTION MANAGER, AND/OR OTHER SUCH REPRESENTATIVE SHALL MEET WITH THE PROPERTY OWNER TO RESOLVE THE ISSUE.
46.

CONSTRUCTION PROGRESS MEETINGS: CITY EXPECTS TO BE INVITED AND BE ABLE TO ACTIVELY PARTICIPATE IN STAKEHOLDER CONSTRUCTION PROGRESS MEETINGS. REGARDLESS OF ATTENDANCE, CITY SHALL RECEIVE COPIES OF PROGRESS MEETING AGENDAS AND MEETING MINUTES.
47.

CONSTRUCTION CORRESPONDENCE: CITY REQUESTS TO BE COPIED ON PROJECT CORRESPONDENCE, SUBMITTALS, RFI'S, ETC. PERTAINING TO RESTORATION OF SURFACE IMPROVEMENTS WITHIN THE CITY LIMITS.
48.

FINAL INSPECTION: PRIOR TO A FINAL INSPECTION, ALL SURFACE IMPROVEMENT WORK MUST BE APPROVED TO THE SATISFACTION OF THE CITY IN ACCORDANCE WITH APPLICABLE SPECIFICATIONS AND STANDARDS.

CITY OF CARMEL BY THE SEA CONTRACTOR CONDITIONS: (CONT'D.)

49.

INSURANCE: PERMIT HOLDER SHALL FURNISH A CERTIFICATE OF INSURANCE SHOWING THERE IS IN FORCE THE FOLLOWING VALID POLICY SHOWING THE PERMIT HOLDER AS THE NAMED INSURED AND SHOWING: A) COMMERCIAL GENERAL LIABILITY-A MINIMUM \$5,000,000 COMBINED SINGLE LIMIT PER OCCURRENCE FOR BODILY INJURY AND PROPERTY DAMAGE INCLUDING PRODUCTS AND COMPLETED OPERATIONS, AND 2) WORKERS COMPENSATION AND EMPLOYERS LIABILITY; LIMIT OF NOT LESS THAN \$1,000,000 PER ACCIDENT AS REQUIRED BY THE LABOR CODE OF THE STATE OF CALIFORNIA. PERMIT HOLDER HERBY WAIVES ANY RIGHTS OF SUBROGATION AGAINST THE CITY RESPECTING WORKER'S COMPENSATION. COMMERCIAL GENERAL LIABILITY CERTIFICATE MUST BE ACCOMPANIED BY THE FOLLOWING ENDORSEMENTS: 1) THE CITY OF CARMEL BY THE SEA, ITS OFFICIALS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND VOLUNTEERS (HEREINAFTER "CITY COVERED PARTIES") ARE NAMED AS ADDITIONAL INSUREDS; 2) NOTICE OF CANCELLATION OR CHANGES OF COVERAGE SHALL BE GIVEN TO THE CITY. THE INSURANCE IS PRIMARY INSURANCE WITH RESPECT TO THE CITY COVERED PARTIES. ANY OTHER INSURANCE THE CITY MAY HAVE SHALL BE CONSIDERED EXCESS INSURANCE ONLY. PERMIT HOLDER'S INSURANCE SHALL ALSO INCLUDE A SEPARATION OF INSURED'S PROVISION SO THAT PERMIT HOLDER'S INSURANCE SHALL APPLY SEPARATELY TO EACH INSURED AGAINST WHOM LIABILITY IS ASSERTED. FAILURE OF THE CONTRACTOR TO OBTAIN AND MAINTAIN THE INSURANCE AS NOTED ABOVE MAY CAUSE THE DENIAL AND/OR REVOCATION OF THE CONTRACTOR'S PERMIT, AT THE SOLE AND ABSOLUTE DISCRETION OF THE CITY.
50.

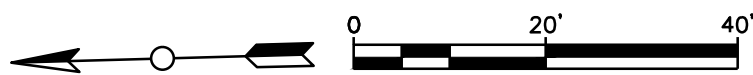
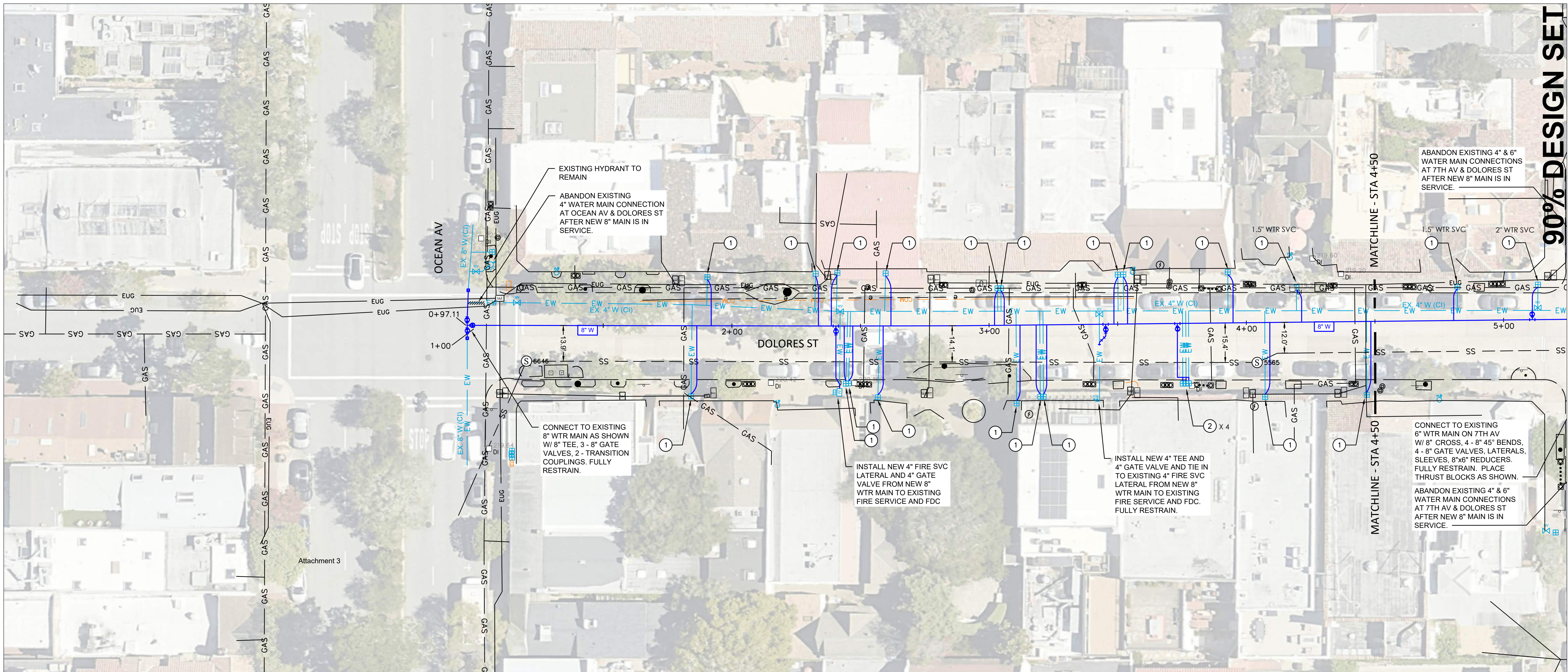
BUSINESS LICENSE: CONTRACTOR IS REQUIRED TO POSSESS OR OBTAIN A CITY OF CARMEL-BY-THE-SEA BUSINESS LICENSE PRIOR TO THE START OF WORK.

DRAFT CONDITIONS OF APPROVAL FROM RESIDENTIAL PROJECT. CONDITIONS TO BE UPDATED IN COORDINATION WITH JAVIER HERNANDEZ @ CITY OF CARMEL.

03/30/2025

90% DESIGN SET

PROJECT NO.		CITY OF CARMEL-BY-THE-SEA CONDITIONS	
SHEET 03 OF 09		CITY OF CARMEL-BY-THE-SEA CONDITIONS	
CALIFORNIA AMERICAN WATER COMPANY Dolores St Comm Wtr Main Repl		CITY OF CARMEL-BY-THE-SEA CONDITIONS	
P.O. Box 551310 South Lake Tahoe, CA 96150 Phone: (916) 869-4557 E-mail: scott@h2ourban.com		CITY OF CARMEL-BY-THE-SEA CONDITIONS	
03/30/2025		CITY OF CARMEL-BY-THE-SEA CONDITIONS	
CALAM APPROVAL		CITY OF CARMEL-BY-THE-SEA CONDITIONS	
APPROVED BY		CITY OF CARMEL-BY-THE-SEA CONDITIONS	
DATE		CITY OF CARMEL-BY-THE-SEA CONDITIONS	
SCALE		CITY OF CARMEL-BY-THE-SEA CONDITIONS	
DRAWN BY: S. MYERS		CITY OF CARMEL-BY-THE-SEA CONDITIONS	
DESIGNED BY: S. MYERS		CITY OF CARMEL-BY-THE-SEA CONDITIONS	
CHECKED BY: D. PEZZINI		CITY OF CARMEL-BY-THE-SEA CONDITIONS	
NO.		CITY OF CARMEL-BY-THE-SEA CONDITIONS	
DESCRIPTION		CITY OF CARMEL-BY-THE-SEA CONDITIONS	
03/30/2025		CITY OF CARMEL-BY-THE-SEA CONDITIONS	
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DOLORES ST
OCEAN AV TO 7TH AV
STA 0+97.11 TO 4+50

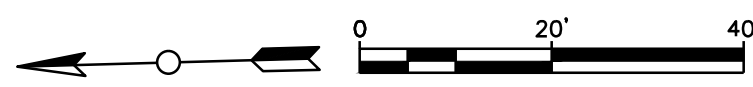
KEY NOTES:

- 1
- CONTRACTOR TO INSTALL NEW SERVICE LINE FROM NEW MAIN AND REMOVE EXISTING METER BOX AND REPLACE WITH NEW BOX. STD SERVICE SIZE 1" DIA UNLESS NOTED OTHERWISE. FOR BIDDING PURPOSES ASSUME REPLACING WITH NEW METER BOX. RESTORE EXISTING SIDEWALK CONCRETE OR PAVER MATERIAL TO MATCH EXISTING. SALVAGE EXISTING PAVERS TO RE-USE.
- 2
- CONTRACTOR TO INSTALL NEW 2" SERVICE LINE AND MANIFOLD PER CAW STD DWG. 8B. REMOVE EXISTING METER BOX AND REPLACE WITH NEW BOX. FOR BIDDING PURPOSES ASSUME REPLACING WITH NEW METER BOX. RESTORE EXISTING SIDEWALK CONCRETE OR PAVER MATERIAL TO MATCH EXISTING. SALVAGE EXISTING PAVERS TO RE-USE.

03/30/2025

90% DESIGN SET

PROJECT NO.	CALIFORNIA AMERICAN WATER COMPANY		CHECKED BY	CALJAM APPROVAL		DATE		
	Dolores St Comm Wtr Main Repl			APPROVED BY				
SHEET 04 OF 09	DOLORES ST OCEAN AV TO 7TH AV STA 0+97.11 TO 4+50		NO.	DESCRIPTION	REVISIONS	DATE		
					NO.			
			DATE: 03/30/2025		SCALE: 1"=20' - H 1"=20' - V			
			DRAWN BY: S. MYERS		DESIGNED BY: S. MYERS			
			CHECKED BY: D. PEZZINI					
			P.O. Box 551310 South Lake Tahoe, CA 96150 Phone: (916) 869-4857 E-mail: scott@h2ourban.com		Coastal Division 511 Forest Lodge Rd., Ste. 100 Pacific Grove, CA 93950			
			03/30/2025					



KEY NOTES:

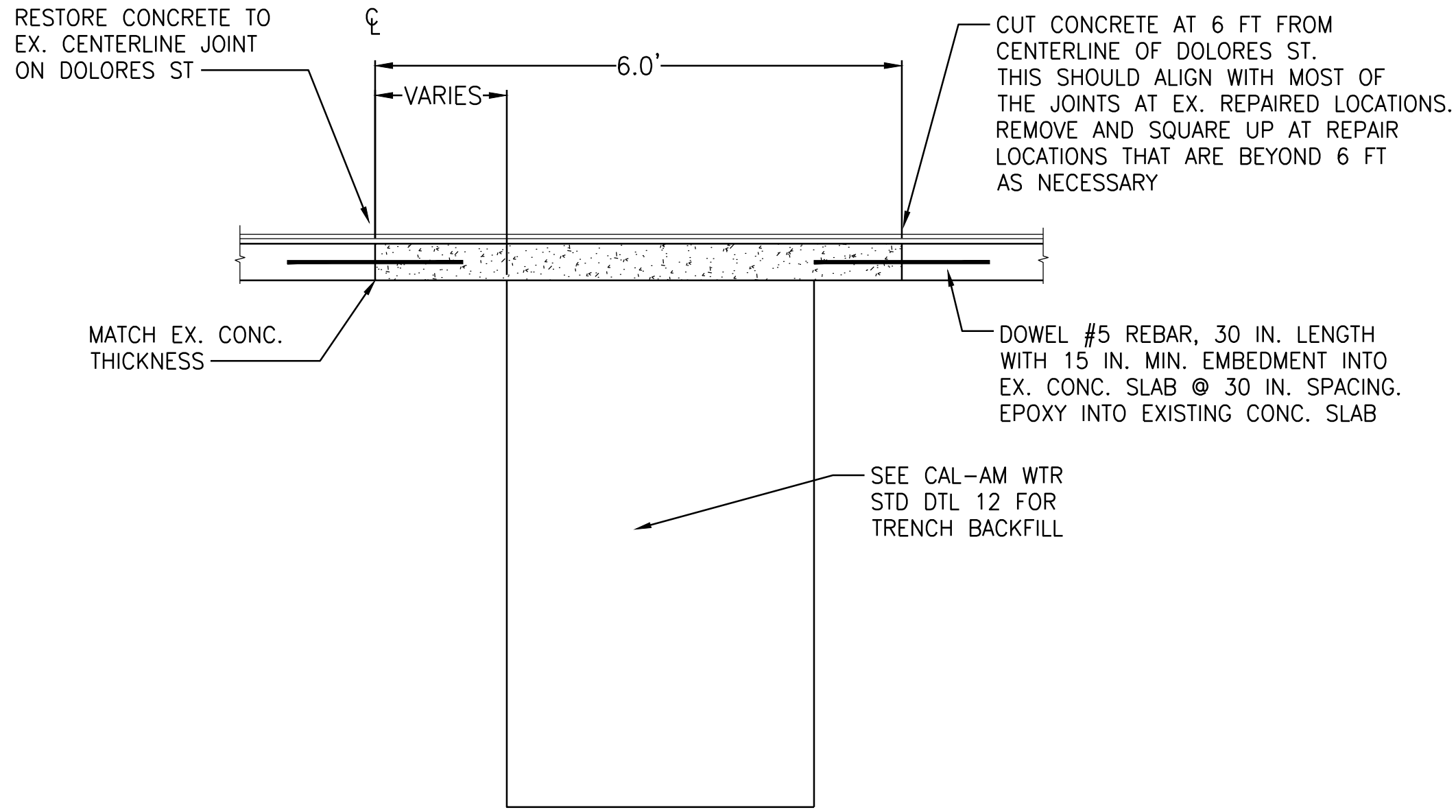
- 03/30/2025**

DOLORES ST
7TH AV TO 8TH AV
STA 4+50 TO STA 9+90 47

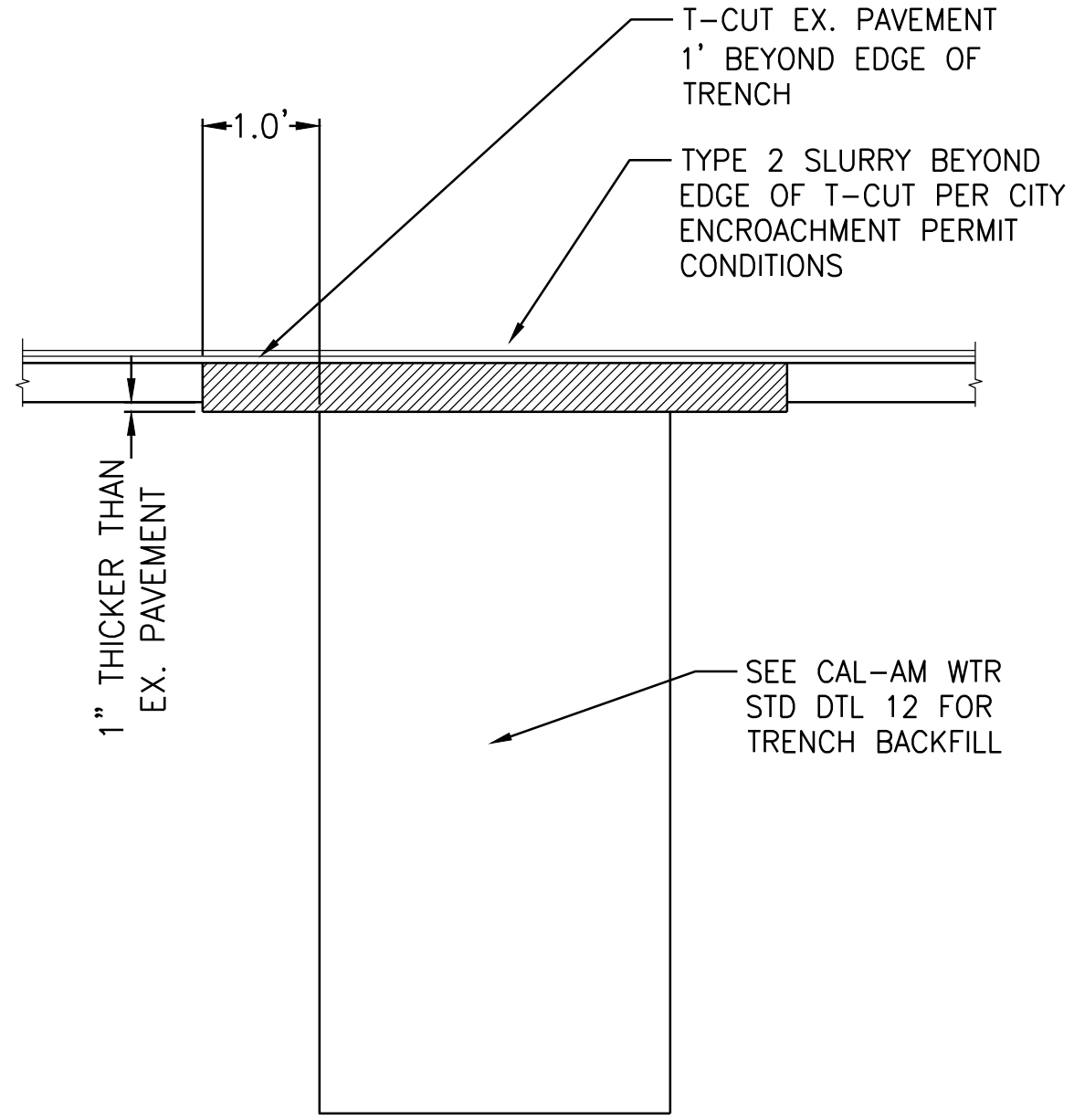
PROJECT NO. _____
SHEET 05 OF 09

03/30/2025

C:\ONE DRIVE - H2O URBAN SOLUTIONS\H2O\PROJECTS\2553 CAW\DESIGN PROJECTS\317 - DOLORES PH 2 MAIN REPL (MON)\SURVEY\CAW - COMMERCIAL - DESIGN - 2025-03-30 - 90% DESIGN SET.DWG PLOTTED BY SCOTT MYERS ON 7/8/2013 9:39 AM



TRENCH CONCRETE ROADWAY RESTORATION
SCALE: NTS



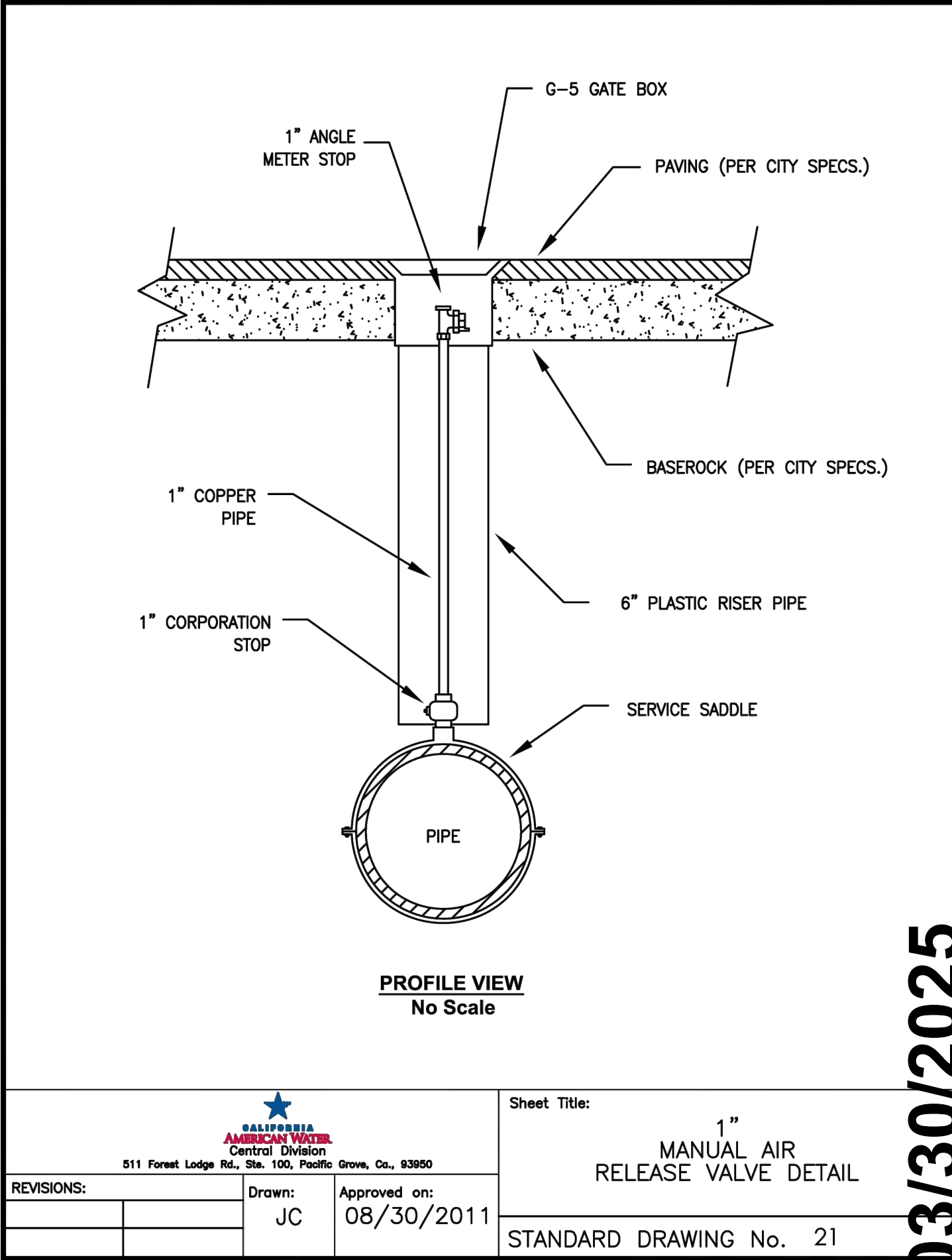
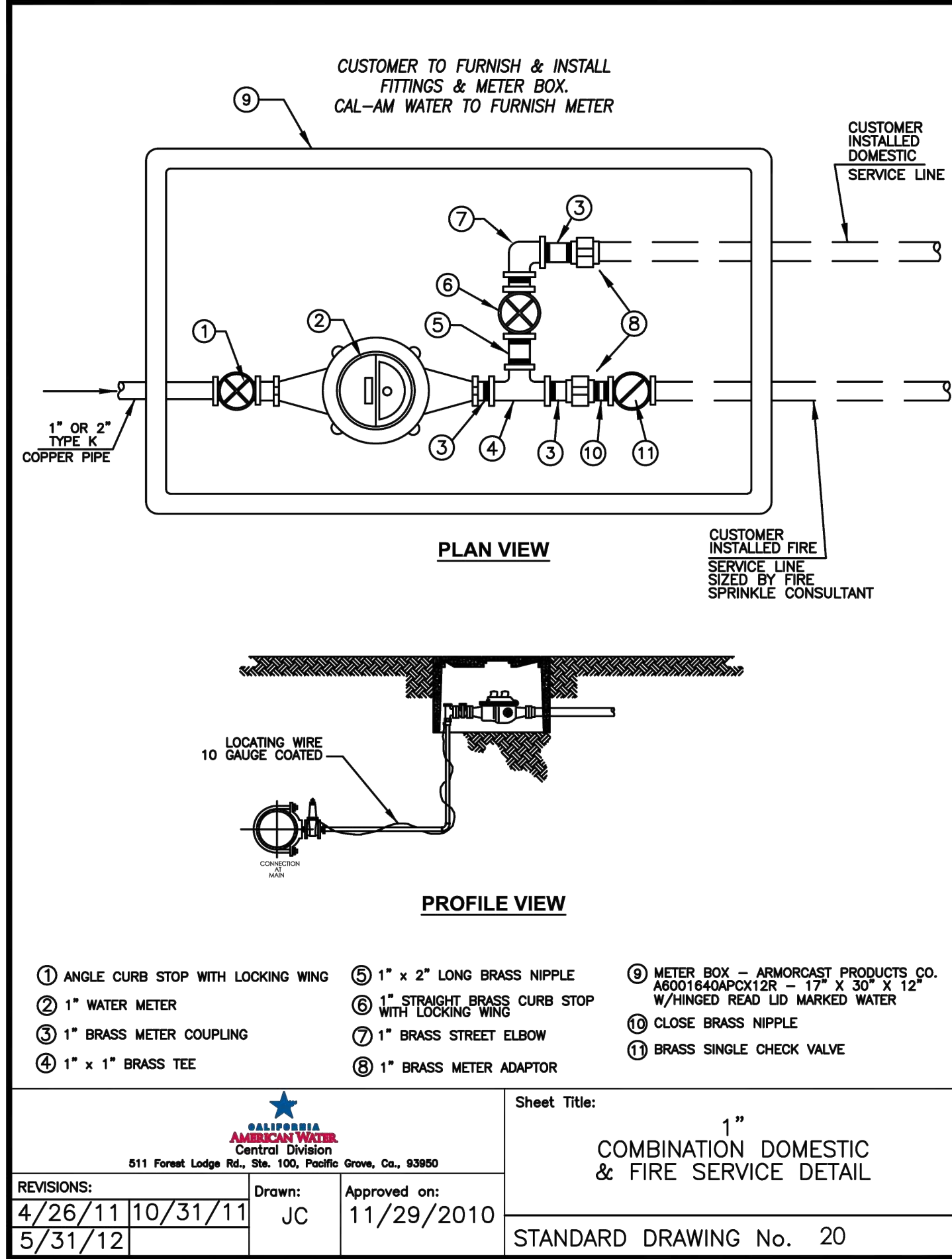
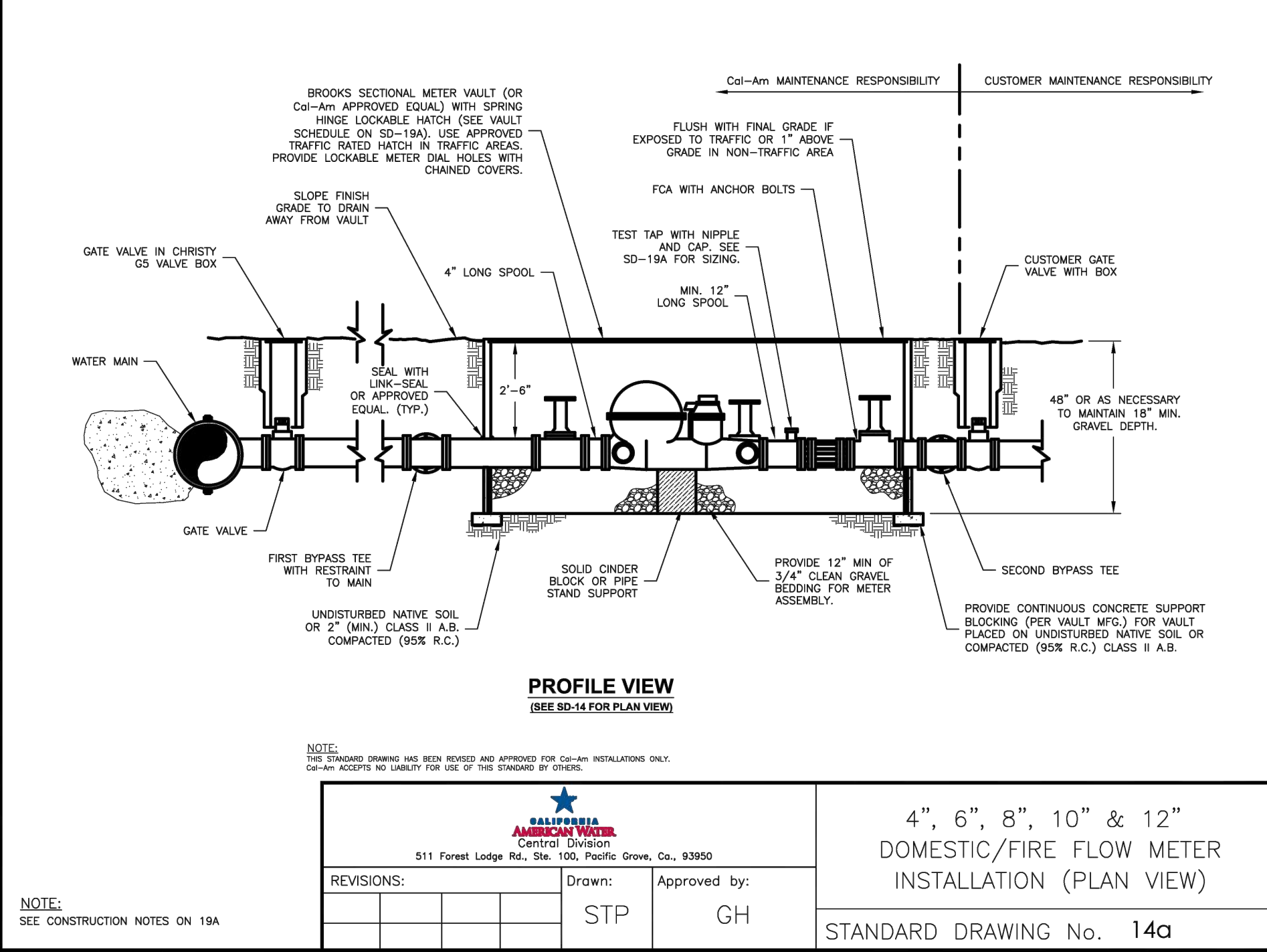
TRENCH PAVEMENT RESTORATION
SCALE: NTS

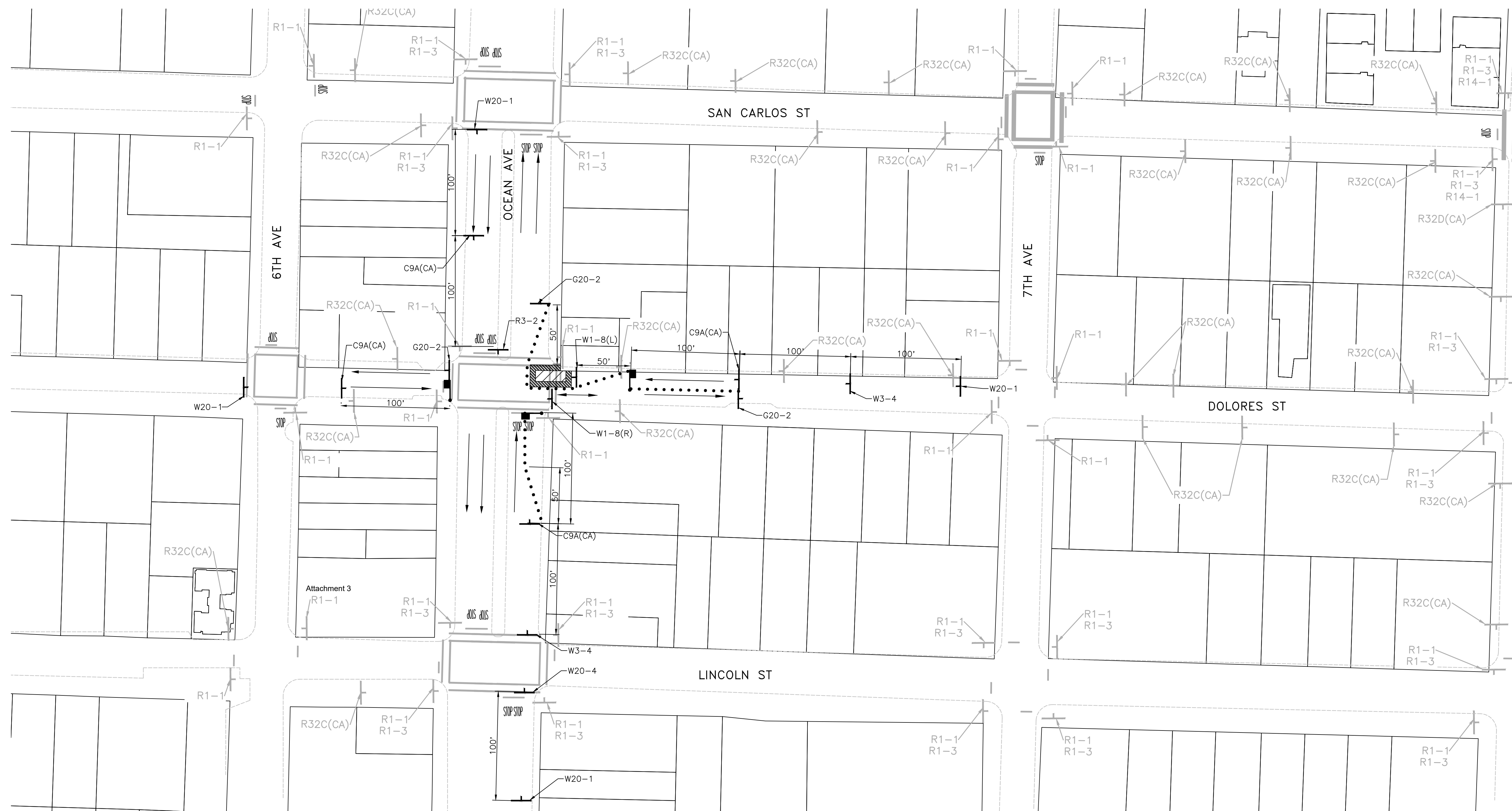
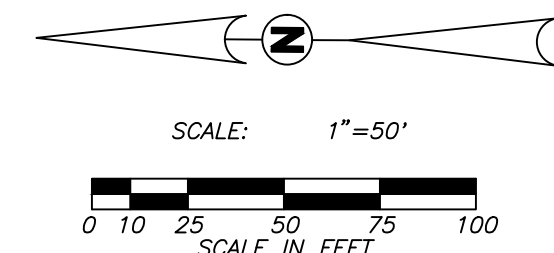
Attachment 3

03/30/2025

90% DESIGN SET

PROJECT NO.		CALIFORNIA AMERICAN WATER COMPANY		CHECKED BY		CALAM APPROVAL	
SHEET 06 OF 09		Dolores St Comm Wtr Main Repl		NO.		APPROVED BY	
		PROJECT DETAILS		DESCRIPTION		DATE	
				REVISIONS			
				DATE: _____			
				SCALE: _____			
				DRAWN BY: _____			
				DESIGNED BY: _____			
				CHECKED BY: _____			
				H_____V_____			
				S. MYERS			
				S. MYERS			
				D. PEZZINI			





LEGEND:

- EXISTING LANES OF TRAFFIC, TO REMAIN OPEN DURING CONSTRUCTION
- TYPE III BARRICADE, SEE NOTE 3
- FLAGGER, SEE NOTE 4
- TEMPORARY TRAFFIC CONTROL SIGN
- WORK ZONE AREA
- CHANNELIZING DEVICE
- DIAGRAMMATIC WORK AREA IN INTERSECTION, SEE NOTE 5
- VARIABLE MESSAGE SIGN (VMS), COMMUNICATING CONSTRUCTION ACTIVITY DATES IN ADVANCE OF WORK START
- EXISTING CROSSWALK STRIPING
- EXISTING SIGN

CONSTRUCTION NOTES:

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AMERICAN WATER COMPANY
3906 CHURCH ROAD
MT. LAUREL, NJ 08054

AMERICAN WATER

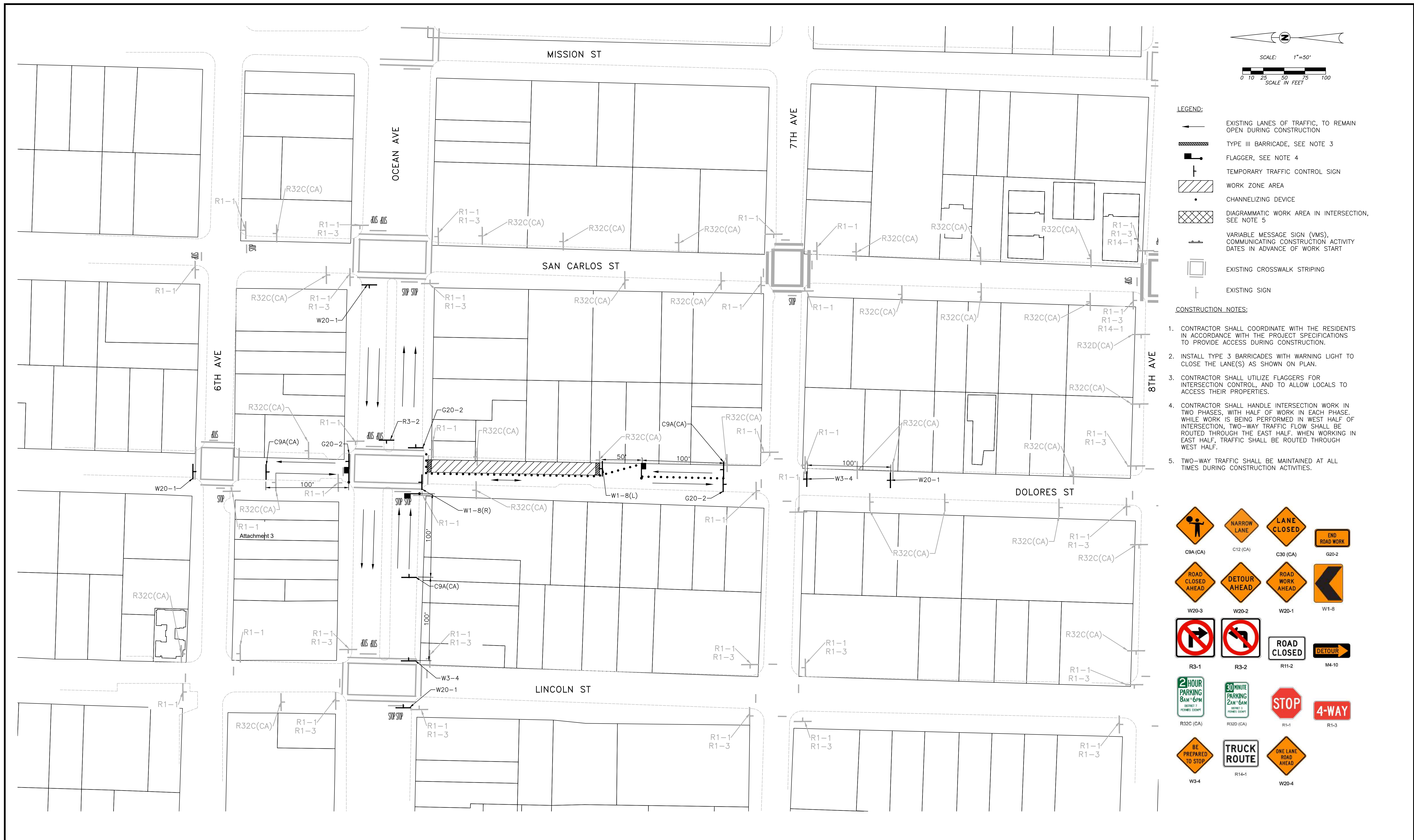
DRAWN BY SPL
PROJECT ENG'R JLS

DATE 3/28/2025

PROJECT

DOLORES ST WM REPLACEMENT
CITY OF CARMEL
TRAFFIC CONTROL
6TH AVE TO 8TH AVE

USE APPROVED DRAWINGS ONLY FOR CONSTRUCTION PURPOSES	100% PLANS	USE DIMENSIONS ONLY SCALE AS SHOWN TC01 / 11
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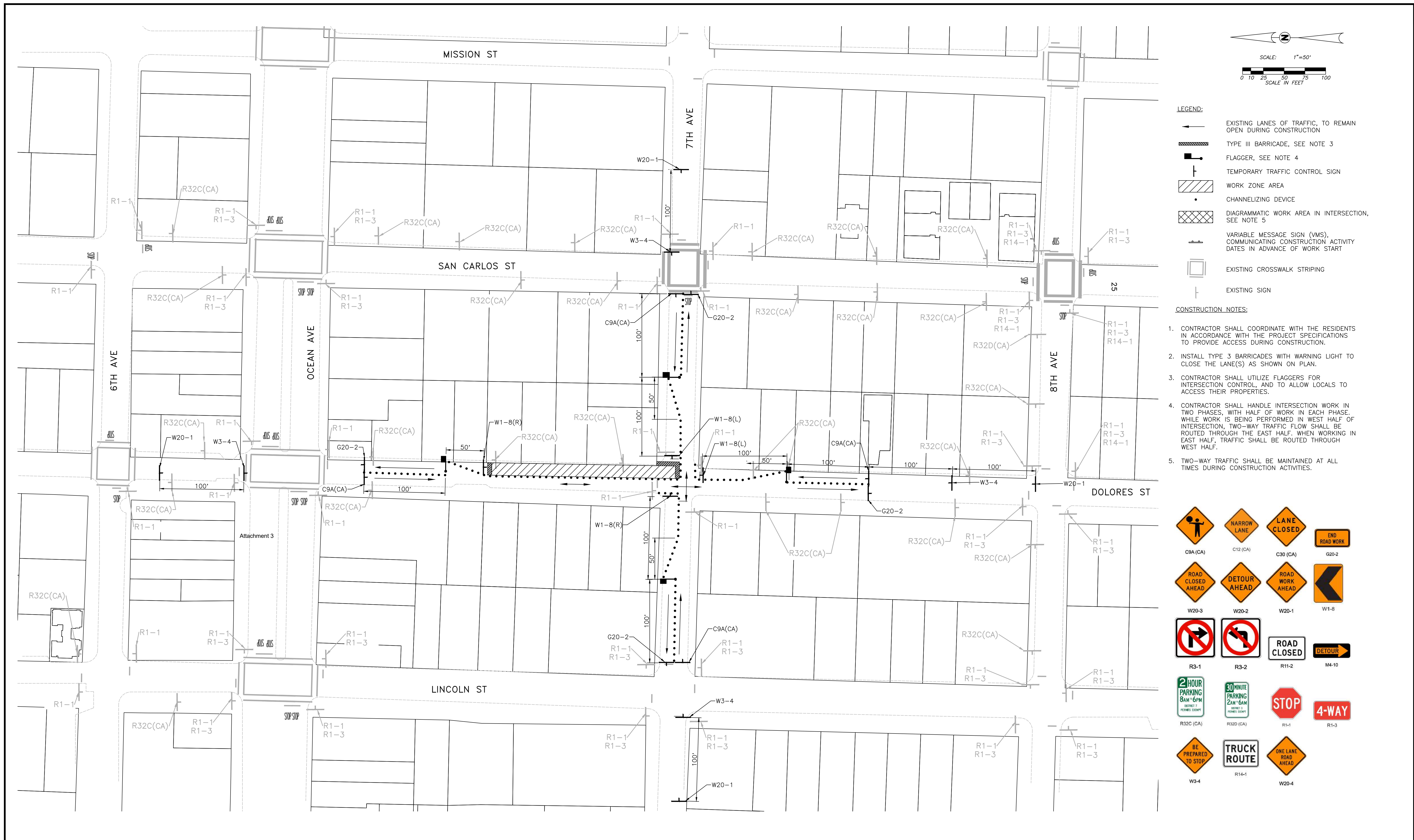


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	REVISIONS	REVISIONS			AMERICAN WATER COMPANY 3906 CHURCH ROAD MT. LAUREL, NJ 08054 	DOLORES ST WM REPLACEMENT CITY OF CARMEL TRAFFIC CONTROL 6TH AVE TO 8TH AVE					
	△					△		DATE 3/28/2025	USE APPROVED DRAWINGS ONLY FOR CONSTRUCTION PURPOSES	100% PLANS	USE DIMENSIONS ONLY SCALE AS SHOWN
	△					△		PROJECT			
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AMERICAN WATER COMPANY
3906 CHURCH ROAD
MT. LAUREL, NJ 08054

AMERICAN WATER

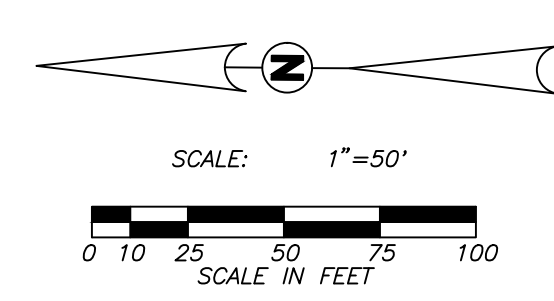
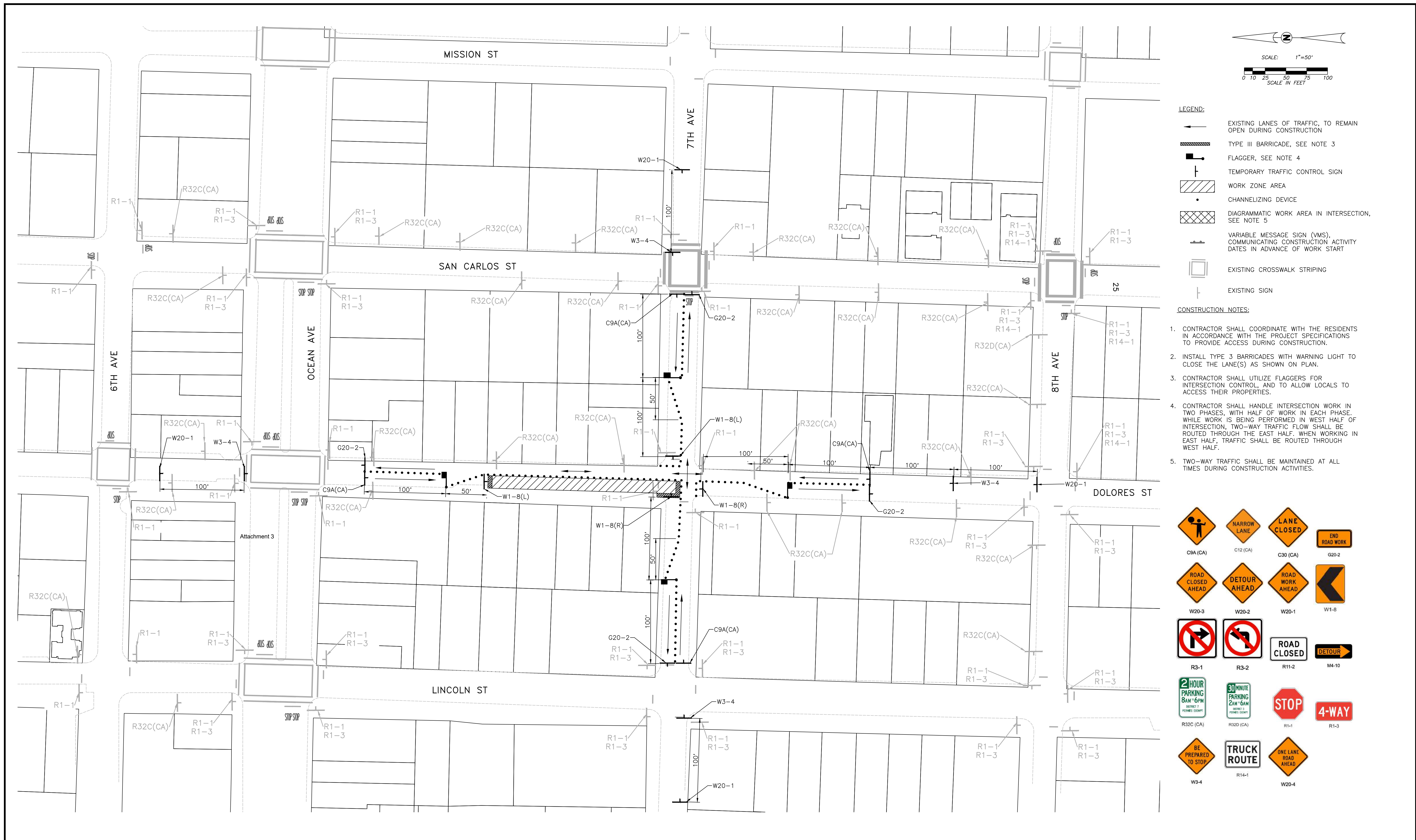
DRAWN BY SPL
PROJECT ENG'R JLS

DATE 3/28/2025

PROJECT

**DOLORES ST WM REPLACEMENT
CITY OF CARMEL
TRAFFIC CONTROL
6TH AVE TO 8TH AVE**

USE APPROVED DRAWINGS ONLY FOR CONSTRUCTION PURPOSES	100% PLANS	USE DIMENSIONS ONLY SCALE AS SHOWN
		TC04 / 11



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C9A (CA)

C12 (CA)

C30 (CA)

G20-2

W20-3

W20-2

W20-1

W1-8

R3-1

R3-2

R11-2

M4-10

R32C (CA)

R32D (CA)

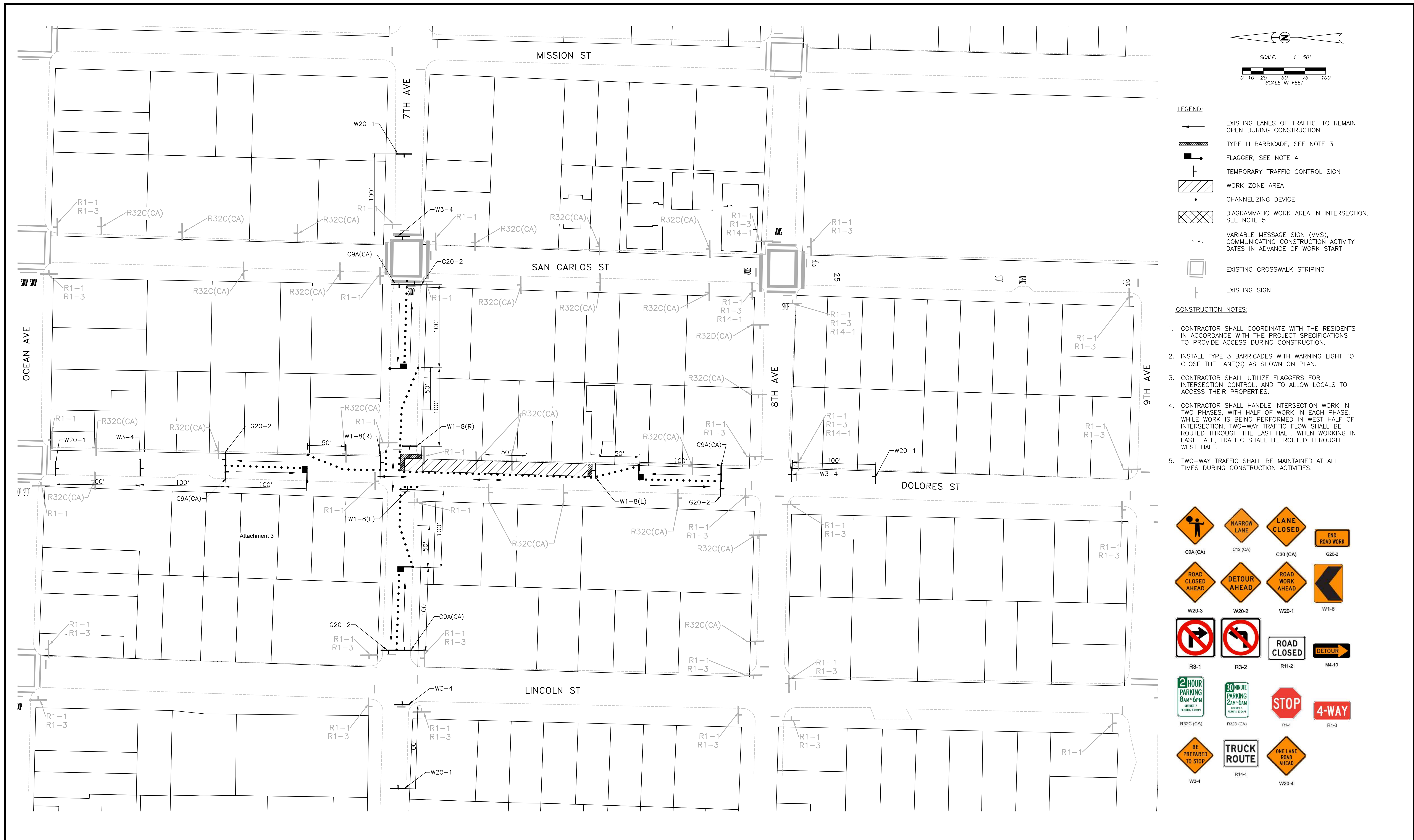
R1-1

R1-3

W3-4

R14-1

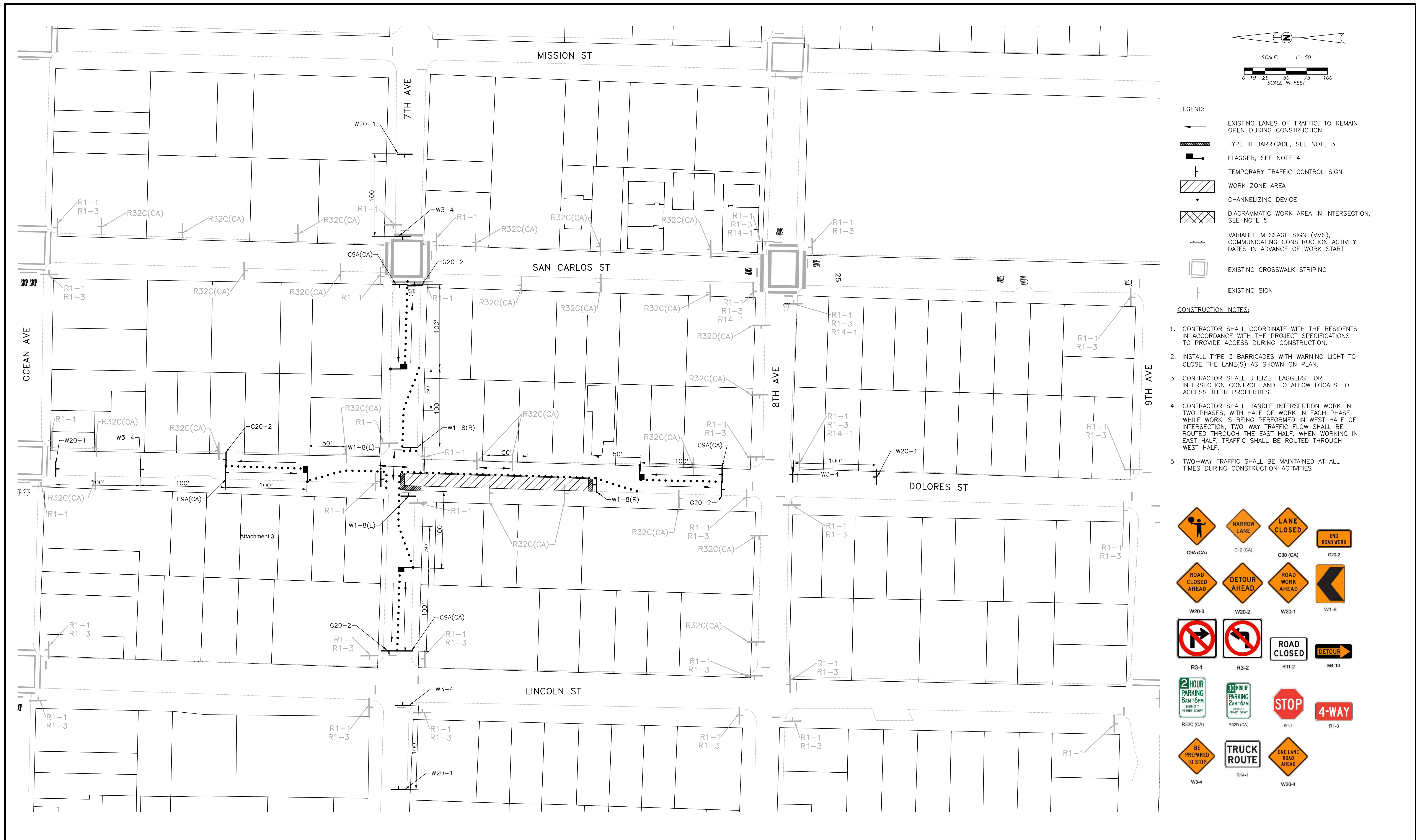
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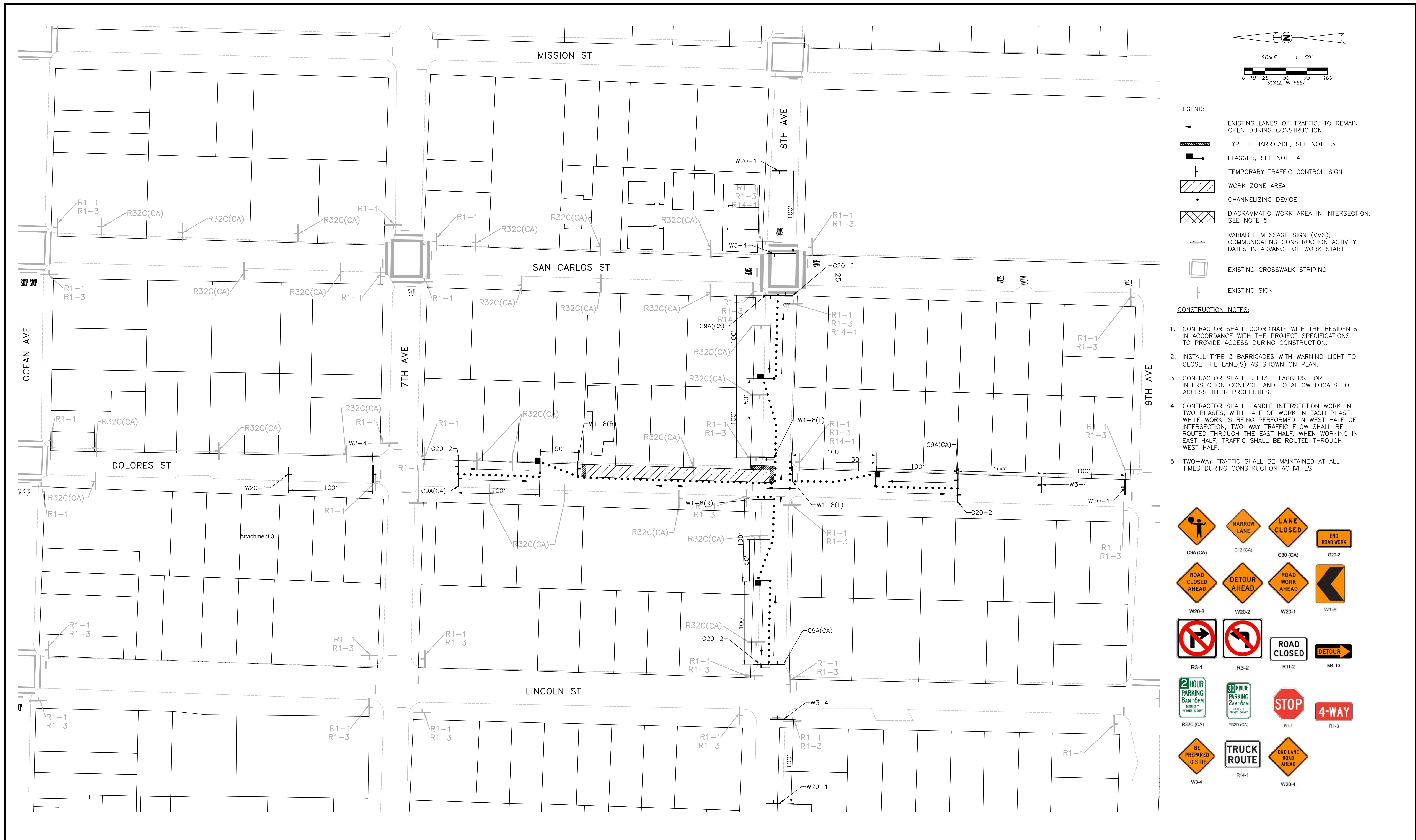
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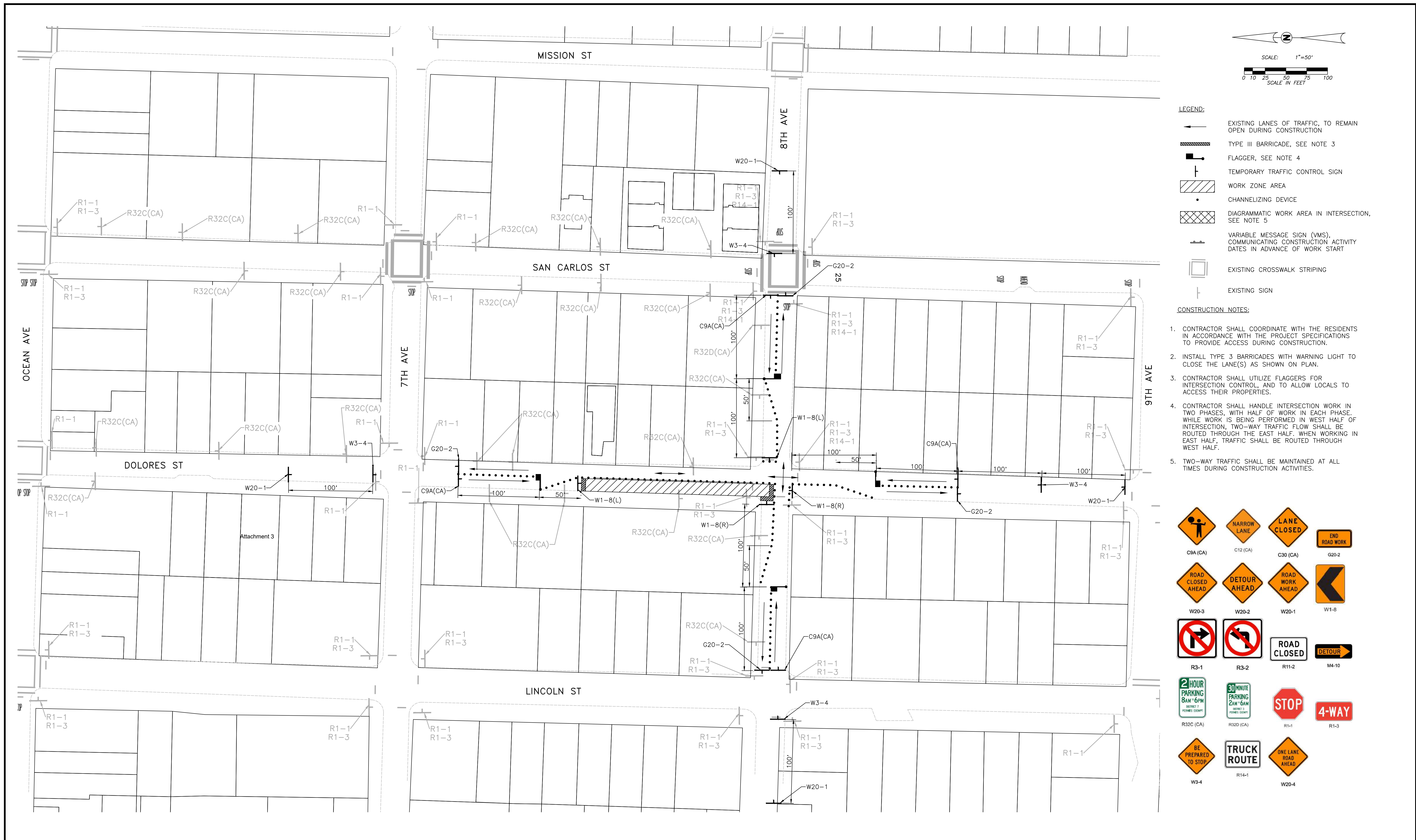


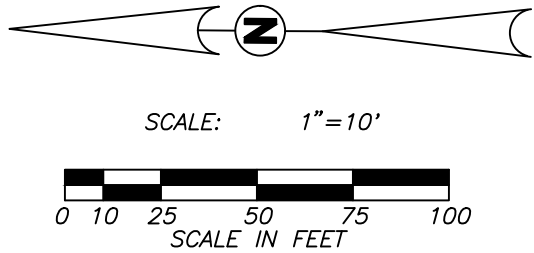
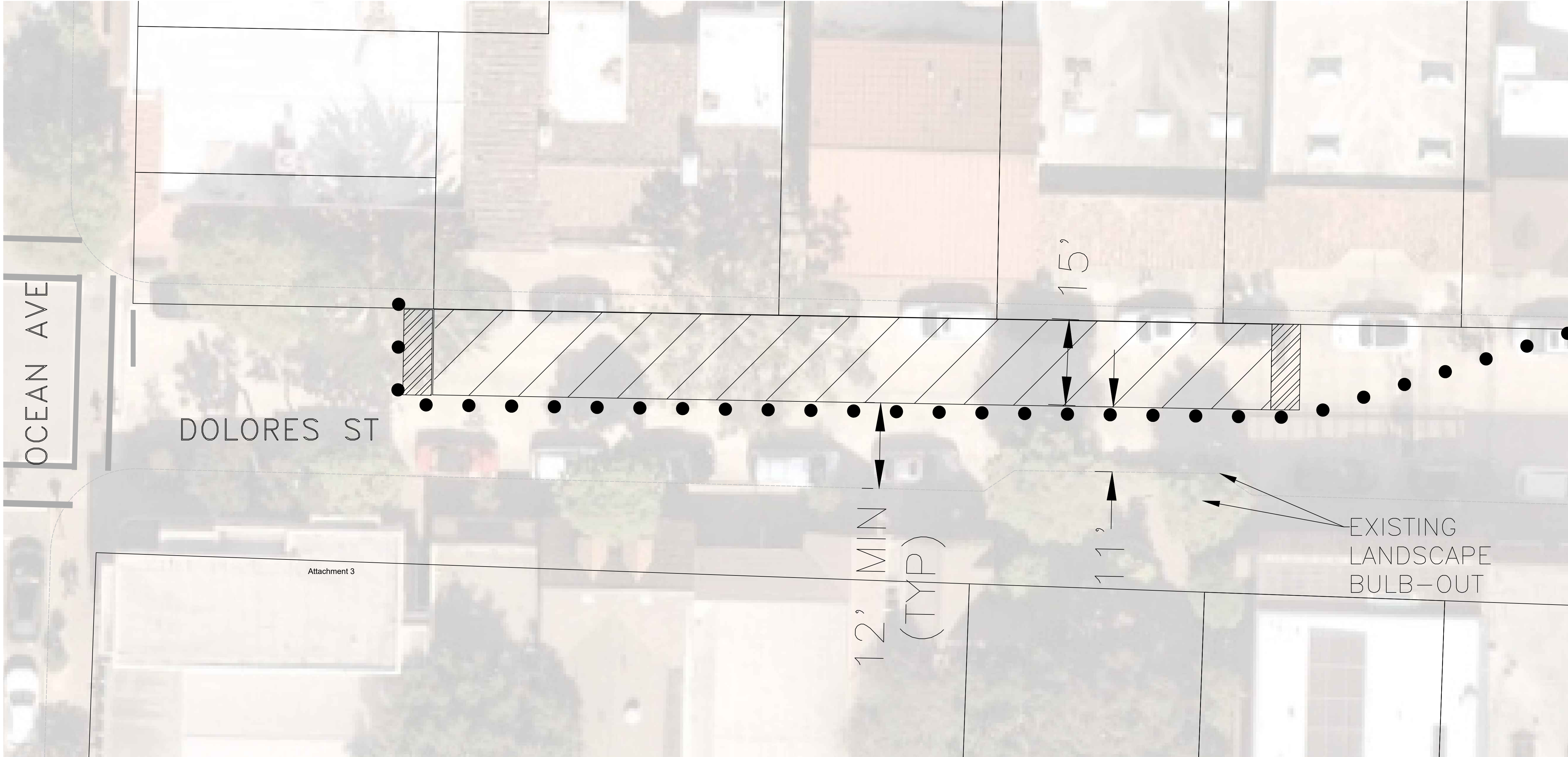
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 - EXISTING SIGN

- CONSTRUCTION NOTES:
- CONTRACTOR SHALL COORDINATE WITH THE RESIDENTS IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS TO PROVIDE ACCESS DURING CONSTRUCTION.
 - INSTALL TYPE 3 BARRICADES WITH WARNING LIGHT TO CLOSE THE LANE(S) AS SHOWN ON PLAN.
 - CONTRACTOR SHALL UTILIZE FLAGGERS FOR INTERSECTION CONTROL, AND TO ALLOW LOCALS TO ACCESS THEIR PROPERTIES.
 - CONTRACTOR SHALL HANDLE INTERSECTION WORK IN TWO PHASES, WITH HALF OF WORK IN EACH PHASE. WHILE WORK IS BEING PERFORMED IN WEST HALF OF INTERSECTION, TWO-WAY TRAFFIC FLOW SHALL BE ROUTED THROUGH THE EAST HALF. WHEN WORKING IN EAST HALF, TRAFFIC SHALL BE ROUTED THROUGH WEST HALF.
 - TWO-WAY TRAFFIC SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION ACTIVITIES.



	REVISIONS	REVISIONS			AMERICAN WATER COMPANY 3906 CHURCH ROAD MT. LAUREL, NJ 08054 	DOLORES ST WM REPLACEMENT CITY OF CARMEL TRAFFIC CONTROL OCEAN AVE TO 9TH AVE					
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	△					△		DATE 3/28/2025			
	△					△		PROJECT			
	△					△					





- LEGEND:
- EXISTING LANES OF TRAFFIC, TO REMAIN OPEN DURING CONSTRUCTION
 - TYPE III BARRICADE, SEE NOTE 3
 - FLAGGER, SEE NOTE 4
 - TEMPORARY TRAFFIC CONTROL SIGN
 - WORK ZONE AREA
 - CHANNELIZING DEVICE
 - DIAGRAMMATIC WORK AREA IN INTERSECTION, SEE NOTE 5
 - VARIABLE MESSAGE SIGN (VMS), COMMUNICATING CONSTRUCTION ACTIVITY DATES IN ADVANCE OF WORK START
 - EXISTING CROSSWALK STRIPING
 - EXISTING SIGN

- CONSTRUCTION NOTES:
- CONTRACTOR SHALL COORDINATE WITH THE RESIDENTS IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS TO PROVIDE ACCESS DURING CONSTRUCTION.
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NARROW LANE DETAIL

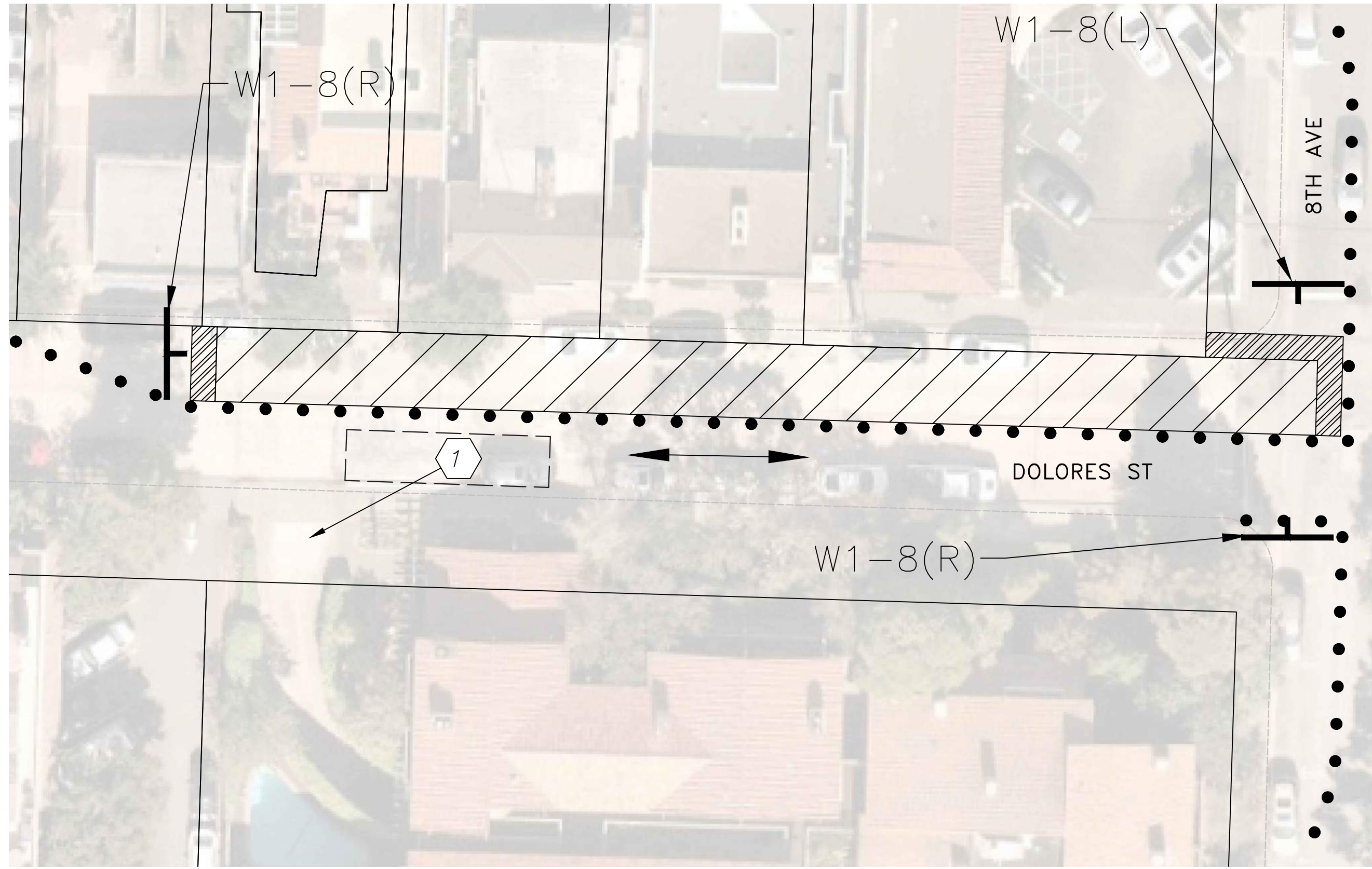


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AMERICAN WATER COMPANY 3906 CHURCH ROAD MT. LAUREL, NJ 08054	
AMERICAN WATER	
DRAWN BY SPL	PROJECT ENG'R JLS
DATE 3/28/2025	
PROJECT	

DOLORES ST WM REPLACEMENT CITY OF CARMEL TRAFFIC CONTROL NARROW LANE DETAIL			
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USE APPROVED DRAWINGS ONLY FOR CONSTRUCTION PURPOSES		100% PLANS	TC10 / 11

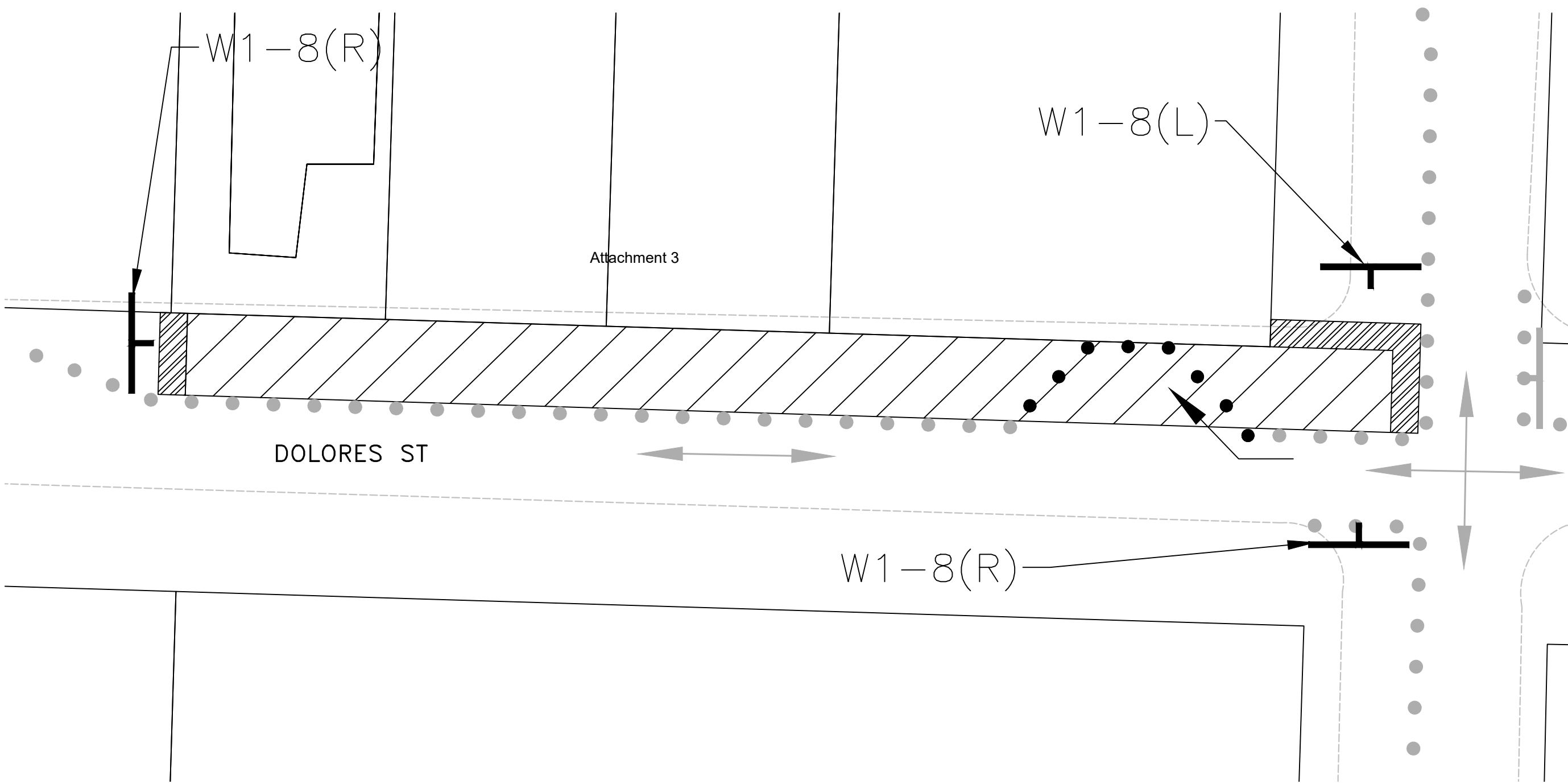


LEGEND:	
	HOTEL CHECK-IN TO BE MOVED FROM PARKING LANE TO DRIVEWAY

LEGEND:	
	EXISTING LANES OF TRAFFIC, TO REMAIN OPEN DURING CONSTRUCTION
	TYPE III BARRICADE, SEE NOTE 3
	FLAGGER, SEE NOTE 4
	TEMPORARY TRAFFIC CONTROL SIGN
	WORK ZONE AREA
	CHANNELIZING DEVICE
	DIAGRAMMATIC WORK AREA IN INTERSECTION, SEE NOTE 5
	VARIABLE MESSAGE SIGN (VMS), COMMUNICATING CONSTRUCTION ACTIVITY DATES IN ADVANCE OF WORK START
	EXISTING CROSSWALK STRIPING
	EXISTING SIGN

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 - TWO-WAY TRAFFIC SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION ACTIVITIES.

HOTEL CHECK-IN DETAIL



LEGEND:	
	TRAFFIC FLOW FOR GENERAL TRAFFIC
	IN-PLACE CHANNELING DEVICE FOR RELEVANT CONSTRUCTION ZONE
	TRAFFIC FLOW FOR DELIVERY TRUCK
	CHANNELING DEVICE TO BE TEMPORARILY MOVED FOR DELIVERY TRUCK ACCESS

- NOTE:
- ONLY ALLOW DELIVERY TRUCK ACCESS TO SECTIONS WHERE THE TRENCH HAS BEEN COVERED BY STEEL PLATES

DELIVERY TRUCK DETAIL (TYP)

REVISIONS	REVISIONS

465 Clovis Avenue, Suite 200
Clovis, California 93612
Tel: (509) 526-6400
Fax: (509) 526-6900

AMERICAN WATER COMPANY
3906 CHURCH ROAD
MT. LAUREL, NJ 08054

DRAWN BY SPL
PROJECT ENG'R JLS
DATE 3/28/2025
PROJECT

DOLORES ST WM REPLACEMENT
CITY OF CARMEL
TRAFFIC CONTROL
HOTEL CHECK-IN AND DELIVERY TRUCK DETAILS

USE APPROVED DRAWINGS ONLY FOR CONSTRUCTION PURPOSES	100% PLANS	TC11 / 11
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PUBLIC WORKS PLAN REVIEW

DATE: 6/13/2025

NAME: Dolores Street Main Replacement Project

LOCATION: Dolores Street from 8th Avenue to Ocean Avenue

PREPARED BY: Javier Hernandez, PM

REVIEW RECOMMENDATION: Draft Conditions of Approval

Public Works General Conditions of Approval

1. Carmel-by-the-Sea to file CEQA Negative Declaration with the County of Monterey.
2. Pipeline Alignment: Redline drawings shall be submitted to the City prior to acceptance of the surface improvements showing offsets of the centerline of the 8" pipeline from the face of curb or centerline of street along each street segment.
3. Public Relations: CalAm shall implement the following outreach program as a minimum during construction of the Dolores Street Main Replacement:
 - a) Project shall be presented at City Council Meeting prior to approval, in addition neighborhood meetings throughout the project phases might be required.
 - b) Door hangers and notices
 - c) Project barricades shall identify Project name and include Project owner contact information.
 - d) Magnetic truck signs (optional)
4. Council Meeting/Study Session: Cal Am to make additional presentations to the City Council upon request.
5. Joint Utility Coordination Meetings: Cal Am to continue to attend and present updates at bi-monthly Joint Utility Coordination Meetings.

6. Plan Checking: During construction of the Dolores Street Main Replacement, the City will provide plan checking services for: revisions to traffic control plans, ADA ramps, relocated sewer laterals, relocated sewer and storm drain pipelines, intersection modification plans, and street and sidewalk improvements that cannot be reconstructed to meet preconstruction conditions in accordance with ADA standards, due to utility conflicts or similar reasons.
7. Construction Inspection: Quality Control (QC) Inspection shall be performed by Cal Am or Cal Am's contracted inspector, CM Works. The City's inspections, whether by City staff, consultants, testing services, or combination, is intended for Quality Assurance (QA) purposes. City requests copies of all QC inspection daily inspection reports for each heading, and all QC materials testing results performed by independent firm under the Contractor. City will make City's QA inspection reports and materials testing reports available to Cal Am upon request.
8. Right-of-Way: Provide evidence to the City of any right-of-entry permits and/or temporary or permanent easements on private properties within City limits.
9. Permits (Other): Provide City with a copy of the following permits obtained for this Project:
 - a) California Department of Health Services Office of Drinking Water Variance for Water/Sewer line separation requirements if applicable.
10. Key City Events: Cal Am's External Affairs Manager and City's Communications Officer to coordinate during construction and advise construction team of upcoming events. City to provided listing of key City Events, and Contractor will make good faith efforts to reduce public inconvenience during City events.
11. Conformed Plans: Provide City with two (2) full size and two (2) half size sets of conformed plans and four (4) copies of the specifications with all appendices prior to the start of construction at no cost to City. See #38, Potholing.

Forestry Comments/Conditions

12. Street Trees: No trees are to be removed under this Permit. Contractor to contact City Forester at (831) 877-0949 for site consultations prior to trimming any canopy or roots of any City tree. Any trees damaged by Contractor's operations shall be replaced and maintained for a period for up to five (5) years as required by the City Forester. (Roots no larger than 2 inches shall not be cut without approval by CAW or City Forester.) (It was discussed that CAW and City arborist will walk the project prior to start of construction to identify potential concerning areas or tree locations.

CITY OF CARMEL BY THE SEA CONTRACTOR CONDITIONS:

13. Blow off discharges: discharges are not permitted into the city's storm drain system, including into lakes or streams. This applies to construction water and future operations of the pipeline. Discharges into the sanitary sewer system require prior approval of the Monterey regional water pollution control agency (MRWPCA), CAWD, and the city.
14. Duplicate condition. Staging areas: provide to the city legal evidence of the use of all staging area(s) located within city limits.
15. Haul roads: haul roads will follow pipeline alignment and approved traffic control plans to the extent possible. Deviations require prior approval of the city.
16. Cross gutters: restore cross gutters per city standard. Cross gutters are to be reconstructed from spandrel to spandrel.
17. Striping/markings: existing signs, striping, pavement legends, and markings will be restored to current city standards and as directed by the city. Provide temporary pavement markings and striping on arterials in accordance with MUTCD and Caltrans standards. Provide permanent striping, legends, and markings within ten (10) business days of permanent pavement restoration. City to provide specifications on painting, striping, and markings.
18. Parking notices, tees and stalls: provide a minimum of 72-hour advance notices for no parking zones every 50 feet in each direction affected. Restore parking tees per city standard detail. Parking notices will indicate the start date and anticipated duration of work within the affected area. Coordinate no parking zones with public works, (831) 620-2070.
19. Crosswalks: restore crosswalk striping per city standard regardless of existing condition.
20. Ingress, egress, and parking impacts: notify, coordinate, and resolve access, ingress, egress, special needs (disabilities), and parking issues with all private property owners/tenants and businesses along the pipeline route. Contractor to always provide access to residents.
21. Incomplete street openings (barriers and steel plates): where street openings cannot be backfilled during the day of opening, suitable barriers shall be placed around the excavation to prevent accidents, and lighted barricades shall be continuously maintained at the opening site. Alternatively, steel plates may be placed over or flush with the trench if traffic would otherwise be impeded. Steel traffic plates may be used at the end of trench in order to start work the following day without having to re-excavate the trench. No more than two steel plates shall be used at the finishing end of trench. Trench plates along arterials shall be flush with adjacent asphalt pavement; however, this requirement is waived within concrete pavement.

Temporary trench repair: all streets shall be temporarily restored with either cold mix or hot mix asphalt (HMA). The temporary trench patch must be kept in good condition with a reasonably smooth riding surface until structural pavement or concrete restoration. If cold mix asphalt is used, at the discretion of the city, the contractor may be required to pave the initial half of the alignment with HMA if the conditions or required maintenance of cold mix asphalt continues to be an issue.

The temporary trench repair asphalt shall be removed prior to structural restoration. Asphalt replacement shall extend 1' beyond trench cut on each side of the trench. Where gutter edge or nearest lane line is less than 3' from trench limit, pavement shall be replaced to gutter edge or

to nearest lane line. When adjacent trenches are less than 3' from edge to edge, asphalt between trenches shall be removed and replaced. Additional pavement beyond the trench limits will be evaluated with site inspections if damage from construction to surrounding pavement occurs. The structural pavement restoration will be paved to a depth of at least 1" greater than existing pavement thickness.

Final surface restoration: within three (3) months of pipeline completion, or as otherwise agreed to by the city, all streets along the pipeline alignment shall be completed with final resurfacing (gutter to gutter, or curb to curb). Preference will be given to pave/resurface long segments of streets at one time. Areas of defective pavement shall be removed and replaced prior to resurfacing in coordination with city inspection and city standards. Pavement resurfacing shall be slurry type II on residential streets and slurry type III on all collector and arterial streets. Slurry mix designs to be pre-approved by city.

Concrete road restoration shall conform to Caltrans Standard and to be doweled with #5 rebar 30" in length at a maximum spacing of 30" Contractor to use existing the next available joint or score line. Thickness of concrete shall match existing thickness as observed in the field. Limits shall be coordinated and approved by the City's Project Manager prior to job initiation. Concrete mix design to be pre-approved by city.

22. Contractor to avoid trenching or work that would trigger ADA ramps. Contractor shall contact the city if there are any questions or concerns about which work could trigger ADA ramps. In the case that an ADA ramp is disturbed, contractor to replace entire ramp to comply with City Standard.
23. Prior to issuance of a Encroachment permit, the applicant shall submit a completed bmp tracking form for review and approval by the city of Carmel. The contractor shall implement the best management practices and have them in place prior to any construction operation being initialized. Contractor responsible for any additional measures that may be required for this project, or to obtain approval by the city.
24. Environmental mitigation: city requests a copy of all reports, surveys, logs, and records.
 - A) cover all trucks hauling soil.
 - B) sweep all paved access roads daily.
 - C) enclose or cover daily exposed stockpiles.
 - D) the city may request reasonable technical support from the qualified biologist. (Not typical for these types of projects within residential right of way.)
 - E) trees and vegetation not planned for removal or trimming shall be protected in place prior to construction.
 - F) on-site spill containment measures shall be available at all work headings.
 - G) in addition to other required notifications, "contractor" shall also promptly notify caw and the city of any archaeological findings in the event any are encountered. All excavating is to cease immediately.
 - H) in addition to other required notifications, "contractor" shall also promptly notify the city of findings of any human remains in the event any are encountered. All excavating is to cease immediately.

- I) night time work is not permitted.
 - J) designate worker parking areas that minimize parking displacement, and review worker parking strategies with city.
25. Project schedule: provide city a construction "3 week look ahead" schedule on a regular basis. In lieu of a weekly construction schedule, a detailed project schedule will be required on at least a monthly basis.
26. Protection: trench compaction shall be limited to the use of a compactor in a manner that induces an external load at the point of compaction of no greater than 2,450 psf at the following locations:
- Locations where city utilities (storm drain and sewer only) are found to be located within 6'-5" of the outside diameter of the pipeline (i.e. based on USA markings and/or potholing), and
 - All crossings where the existing sewer is located below the pipeline trench.
- in lieu of a compactor, the contractor may backfill the trench with city-approved cement slurry. Sewer lateral repairs: existing sewer laterals damaged during construction will be repaired as soon as reasonably possible. Leaks as a result of the damaged pipe and/or repair shall be contained on site and disposed of in a lawful manner. All lateral connections will be made by the installation of a "wye" (y) and a straight piece of pipe. Repairs to be made by contractor and in accordance with CAWD requirements if damaged during construction.
27. Blow off valves: obtain prior city approval for placement or relocation.
28. Fire hydrants to be color coded per NFPA. Cal-am will flow test and determine flow capacity and color coding. Contractor to coordinate color with Monterey Fire. This will occur after the project is completed and coordinated with the Fire Department.
29. Air release valves: no ARV's are proposed. Obtain prior city approval if ARV's are required. (Ok. Not standard.)

30. Pressure reducing valves: no PRV's are proposed. Obtain prior city approval if PRV's are required.
31. Surface accessed vaults: no surface accessed vaults are proposed. Obtain prior city approval if surface accessed vaults are required.
32. Contractor shall hang door hangers and notices.
33. Contractor to provide project barricades with project name and include project owner contact information.
34. Potholing: pothole data shall be incorporated into As-built/red line set.
35. Water valves: all water valves located within project limits shall be replaced in accordance with CalAm standard drawing no. 4, including installation of new g-5 valve box and cover with metal lid marked "water."
36. Emergency contacts: contractor to provide a list of at least three (3) names of 24/7 emergency contacts who can respond to accidents, traffic control and trench restoration issues. In addition, CalAm shall furnish and maintain an updated, comprehensive list of all project stakeholders, to include primary and alternate contacts, including CalAm, engineer of record, Caltrans, PG&E, AT&T, Comcast, city of Carmel by the sea, and other key stakeholders.
37. Construction work hours: night time work under this permit is not allowed. All other work is to be completed within the hours of 8:00 am -5:00 pm, Monday through Friday. If after hours, weekend, or holiday work is requested, prior authorization must be granted by the city. The city will charge an additional fee for all the work occurring outside of standard working hours.
38. Relocated utilities: while no relocations of city facilities are anticipated at this time, if necessary, they will be properly planned, designed, and coordinated in advance of construction as a result of potholing. In the event that an unforeseen condition during construction requires the prompt realignment or relocation of an existing city utility or facility (i.e. sewer or storm drain pipe, drainage inlet, traffic signal pull box), the contractor/engineer of record shall provide sketches of both the existing condition and proposed condition in plan and profile, along with photographs and the improvement plans illustrating the exact location. A meeting will be held at the site, or a phone conference will be held as soon as possible. Upon the city's assessment and approval, the work may proceed. The relocated facility will be shown on the as built plans. In the event of an emergency where immediate repairs are warranted, contractor/engineer of record shall make a good faith effort to contact the city prior to making emergency repairs.
39. Traffic control plans: TCP's for the 8" water main installation have been submitted for review and approval to the city. TCP's must be approved by the city for a minimum of two (2) weeks prior to construction of the 8" pipeline along that street segment. Additional or modifications to approved traffic control plans must also be approved by city prior to construction along the affected street segment. Final TCP to be provided by contractor.
40. Pedestrian/bicycle detour plans: provide safe provisions for pedestrians and bicycles around construction zones as required by the city.

41. Hazardous materials: handle, treat, and/or dispose of hazardous materials per specifications sections 01150 and 0220 or as otherwise directed by the regulatory agency having jurisdiction.
42. Preconstruction video: contractor to provide CAWD and City with an indexed (by street address), preconstruction video of existing surface improvements shown from both directions, of acceptable clarity and quality to the city. In addition, provide copy of preconstruction photographs of specific locations within two (2) business days as requested by city.
43. Survey monuments: survey monuments removed or damaged due to construction operations shall be restored by a licensed land surveyor. All survey monuments located within the trench patch shall be replaced in accordance with city standard.
44. U.S.A. notification: at least two (2) days before any excavation, contractor must contact underground service alert at 1-800-227-2600.
45. Cutting street surfaces: all concrete and asphalt streets, and concrete and asphalt sidewalks, curbs, gutters, medians, and dikes, will be saw cut with smooth straight edges unless otherwise approved by the city.
46. Headings: no more than one (1) pipeline heading is permitted on this project at one time within the city limits without prior approval from the city.
47. Clean up of right of way: upon completion of work along a street segment, all materials, traffic control devices, scraps and other materials and debris shall be entirely removed and the right of way left in a condition satisfactory to the city.
48. Damage to existing facilities: promptly make repairs to the public right-of-way or underground utilities that are damaged by the work authorized by this permit. Damage to city streets outside of the pipeline alignment caused by construction operations, and specifically including haul routes, shall also be repaired to pre-construction conditions. These repairs shall be to the satisfaction of the city. Damage to third party utilities shall be repaired as required by the applicable utility's owner.
49. Storage of materials: absolutely no stockpiling of material will be allowed along the sidewalk or on private property. Stockpiling along the street must be contained within the barricaded/protected areas of work site as approved by the city. No stockpiling shall be located in the street gutter pan or drainage path.
50. Concrete washout locations: locations must be pre-approved by the city.
51. Emergency access: always maintain access for emergency vehicles.
52. Emergency response notifications: contractor shall notify police and fire (831) 624-6403, and ambulance service providers at least 48 hours in advance as to proposed road/lane closures, detours, and alternate routes available.
53. School zones: avoid truck trips through designated school zones during school drop off and pickup hours. Provide construction schedule updates to the schools for bus route coordination.

54. Road closure notifications: notify postal carrier, transit lines, trash collectors, school districts and affected residences and businesses at least 48 hours in advance as to proposed closures and alternate routes available.
55. Private improvements: restore, repair, or replace private property improvements damaged by construction operations to the pre-construction conditions as commercially practical and to the private property owner's satisfaction. In the event the private property owner is not satisfied with the restoration or repair of damaged improvements, CalAm's external affairs manager, construction manager, and/or other such representative shall meet with the property owner to resolve the issue.
56. Construction progress meetings: city expects to be invited and be able to actively participate in stakeholder construction progress meetings. Regardless of attendance, the city shall receive copies of progress meeting agendas and meeting minutes.
57. Construction correspondence: city requests to be copied on project correspondence, submittals, RFI's, etc. Pertaining to restoration of surface improvements within the city limits.
58. Final inspection: prior to a final inspection, all surface improvement work must be approved to the satisfaction of the city in accordance with applicable specifications and standards.
59. Insurance: permit holder shall furnish a certificate of insurance showing there is in force the following valid policy showing the permit holder as the named insured and showing: a) commercial general liability-a minimum \$5,000,000 combined single limit per occurrence for bodily injury and property damage including products and completed operations, and 2) workers compensation and employers liability; limit of not less than \$1,000,000 per accident as required by the labor code of the state of California. Permit holder hereby waives any rights of subrogation against the city respecting worker's compensation. Commercial general liability certificate must be accompanied by the following endorsements: 1) the city of Carmel by the sea, its officials, officers, directors, employees, agents and volunteers (hereinafter "city covered parties") are named as additional insureds; 2) notice of cancellation or changes of coverage shall be given to the city. The insurance is primary insurance with respect to the city covered parties. Any other insurance the city may have shall be considered excess insurance only. Permit holder's insurance shall also include a separation of insured's provision so that permit holder's insurance shall apply separately to each insured against whom liability is asserted. Failure of the contractor to obtain and maintain the insurance as noted above may cause the denial and/or revocation of the contractor's permit, at the sole and absolute discretion of the city.
60. Business license: contractor is required to possess or obtain a city of Carmel-by-the-Sea business license prior to the start of work.
61. When replacing water meter boxes within the sidewalk, sidewalk to be reconstructed from back of sidewalk to back of curb and from nearest score line or expansion joint on either end whichever is closer. Additionally, contractor to match existing sidewalk and get approval from City's Public Works department prior to initiating repairs.
62. Contractor to minimize the number of lateral trenches, maximization of single trench is preferred.



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

July 1, 2025
ORDERS OF BUSINESS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Ken Wysocki, Public Works Director
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Resolution 2025-061 Authorizing the City Administrator to execute Amendment No. 1 to the Janitorial Services Agreement with Pureserve for a total not-to-exceed amount of \$140,000 for the term of July 1, 2025 to December 31, 2025 (Estimated time - 15 min)

RECOMMENDATION:

Adopt Resolution 2025-061 Authorizing the City Administrator to execute Amendment No. 1 to the Janitorial Services Agreement with Pureserve for a total not-to-exceed amount of \$140,000 for the term of July 1, 2025 to December 31, 2025.

BACKGROUND/SUMMARY:

The City has contracted with Pureserve Building Services, Inc. (formerly Pureserve Facility Services) since March 2016 for janitorial services at City facilities and public restrooms. The most recent three-year contract, authorized by Resolution 2022-045, expires on June 30, 2025.

With the recent transition in department leadership, and in the interest of ensuring thoughtful planning for janitorial services citywide, staff recommends a six-month contract extension through December 31, 2025. This extension will:

- Provide operational continuity without interruption of essential janitorial services;
- Give the incoming Public Works Director time to evaluate current performance, facility needs, and updated service levels; and
- Allow for the preparation and release of a competitive RFP for a new multi-year janitorial services agreement beginning in 2026.

No modifications to the scope of services or pricing are proposed as part of this 6-month contract extension. Services and rates will remain consistent with the existing contract terms. As of May 1, 2025, the monthly cost for janitorial services is \$22,688.86. The proposed six-month extension would maintain this monthly rate, resulting in a total projected cost of \$136,133.16. Staff recommends authorization of a not-to-exceed amount of \$140,000, which includes a 2.5% contingency to accommodate any unforeseen needs.

The scope of continued services includes six days a week cleaning at the Police Station, twice weekly cleanings at City Hall, Harrison Memorial and Park Branch Libraries, and weekly cleanings at Public Works and the Vista Lobos facility. Also included are daily cleanings of public restrooms at Del Mar, Devendorf Park, Scenic/Santa Lucia, First Murphy Park, Forest Hill Park (2), and Piccadilly Park, some of which are cleaned multiple times per day during the peak summer season. The City and Contractor share a web-based reporting tool to track work completed and performance quality. A budget for supplemental services has proven to be a useful tool in the past to quickly increase cleaning frequencies and supplies, particularly during holidays and busy summer weekends, as well as special events.

The Agreement Amendment No. 1 with Pureserve is included as **Attachment 2**. The original agreement is included as **Attachment 3**.

Adoption of the Resolution (**Attachment 1**) will authorize the City Administrator to extend the existing contract with Pureserve from July 1, 2025 to December 31, 2025, for a total not to exceed amount of \$140,000.

FISCAL IMPACT:

The adopted budget includes sufficient funding within the Public Works Department Facility Maintenance contractual services account to cover the additional 6-month period. The monthly rate for the proposed 6-month extension would remain at \$22,688.86 per month, which is \$136,133.16 over the 6-month extension. A 2.5% contingency is requested, for a not-to-exceed total fee of \$140,000 for the 6-month term.

PRIOR CITY COUNCIL ACTION:

In 2015, Council adopted Resolutions 2015-046 & 2015-110: Initial award to Pureserve Facility Services.

In 2021, Council adopted Resolution 2021-037: Approving a six-month extension through December 31, 2021

In 2022, Council Adopted Resolution 2022-045: Approving a three-year contract through June 30, 2025

ATTACHMENTS:

Attachment 1) Resolution 2025-061

Attachment 2) Pureserve Agreement Amendment No. 1

Attachment 3) Current Agreement with Pureserve

**CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL**

RESOLUTION NO. 2025-061

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AMENDMENT NO. 1 TO THE
JANITORIAL SERVICES AGREEMENT WITH PURESERVE BUILDING SERVICES FOR A
TOTAL NO-TO-EXCEED AMOUNT OF \$140,000 FOR THE TERM OF JULY 1, 2025 TO
DECEMBER 31, 2025**

WHEREAS, the City of Carmel-by-the-Sea entered into a Professional Services Agreement with Pureserve Building Services, Inc. for janitorial services, pursuant to Resolution 2022-045, with a term set to expire on June 30, 2025; and

WHEREAS, Pureserve has consistently delivered janitorial services in accordance with the terms of the agreement and continues to meet the City's service standards; and

WHEREAS, the City is in a leadership transition within the Public Works Department and seeks to provide the incoming Director time to evaluate janitorial service needs and develop a competitive Request for Proposals (RFP) for future service contracts; and

WHEREAS, a six-month contract extension beginning July 1, 2025 through December 31, 2025, is necessary to ensure uninterrupted services while allowing time for proper planning and procurement; and

WHEREAS, sufficient funds are budgeted to support the extended term at current service levels and rates.

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF
CARMEL-BY-THE-SEA DOES HEREBY:**

Authorizing the City Administrator to execute Amendment No. 1 to the janitorial services agreement with Pureserve for a total no-to-exceed fee amount of \$140,000 for the term of July 1, 2025 to December 31, 2025

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-
THE-SEA this 1st day of July, 2025, by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAN:

APPROVED:

ATTEST:

Dale Byrne, Mayor

Nova Romero, MMC, City Clerk

**AMENDMENT NO. 1 TO AGREEMENT
Professional Services Agreement for
City-wide Janitorial Services**

Attachment 2

Agreement #: PWD-PURES-178-22-25

THIS **1st** AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this **1st day of July, 2025**, amends the Agreement heretofore entered into between the CITY CARMEL-BY-THE-SEA, a municipal corporation, hereinafter referred to as "CITY", and **Pureserve Building Services,**, hereinafter called "CONSULTANT".

RECITALS

CITY and CONSULTANT entered into an Agreement PWD-PURES-178-22-25 for an amount of \$263,696.00 on June 6, 2022, for city-wide janitorial services; and CITY and CONSULTANT now desire to extend the term of the agreement from **July 1, 2025, to December 31, 2025, for a total not-to-exceed amount of \$136,133.16. This is consistent with a 1% increase implemented as of May 1, 2025 over the previous 2024-2025 rate.**

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual premises herein contained, and for other good and valuable consideration hereby acknowledge, the parties agree that the aforesaid Agreement be amended as follows:

1. CONSULTANT will provide continued services as described in Attachment "A", attached hereto and incorporated herein by reference. Such additional services will extend the term of the agreement from July 1, 2025, through December 31, 2025.
2. CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Amendment will be a total fee of \$22,688.86 per month. The total for the Agreement and this Amendment will be \$136,133.16.
3. Except as set forth in this Amendment, the Agreement is unaffected and will continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.
4. Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this Amendment and to bind the parties to the performance of its obligations.
5. This Amendment may be executed in counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. The Amendment will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.
6. If any term, condition, or covenant of this Amendment is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Amendment will not be affected and the Amendment will be read and construed without the invalid, void or unenforceable provision.

**AMENDMENT NO. 1 TO AGREEMENT
Professional Services Agreement for
City-wide Janitorial Services**

Attachment 2

Agreement #: PWD-PURES-178-22-25

CITY OF CARMEL-BY-THE-SEA

Chip Rerig, City Administrator

Date

CONSULTANT

Name/Title

Date

APPROVED AS TO FORM:

By: _____
Brian Pierik, City Attorney

Date: _____

ATTEST:

By: _____
Nova Romero, MMC, City Clerk

Date: _____

PROFESSIONAL SERVICES AGREEMENT

for

City-Wide Janitorial Services

Agreement # PWD-PURES-178-22-25

THIS AGREEMENT is executed this 6th day of June, 2022, by and between the City of Carmel-By-The-Sea, a municipal corporation, (hereinafter "City"), and Pureserve Building Services, (hereinafter "Consultant"), collectively referred to herein as the "parties".

WHEREAS, the City wishes to engage Consultant to perform the services required by this Agreement; and

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

WHEREAS, Consultant represents that it is trained, experienced and competent and holds all necessary licenses and certifications to perform the services required by this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows:

1. SERVICES

- A. **Scope of Services.** Consultant agrees to provide to the City, as the scope of services ("Scope of Services") under this Agreement, the following: Provide all janitorial services labor, labor-related costs, management, supervision, consumable supplies, cleaning supplies, equipment, and restroom detail cleanings for the Del Mar Beach Restrooms, Devendorf Park Restrooms, Forest Hill Park Lower and Upper Restrooms, Murphy Park Restrooms, Piccadilly Park Restrooms, Scenic Drive Restroom, Harrison Memorial Library, Park Branch Library, Police Headquarters, Public Works Facility, City Hall, Vista Lobos Meeting Room, and Forest Theater Restrooms as specified by the City's Facilities Maintenance Supervisor. The Scope of Services is attached hereto as Exhibit "A."

Consultant agrees to all of the following:

- i. Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculations, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary to perform the services required of Consultant under this Agreement.
- ii. Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in Exhibit "B" [Key Personnel], which is made a part of this Agreement.
- iii. Consultant must make every reasonable effort to maintain the stability and continuity of Consultant's key personnel and subcontractors, if any, listed in Exhibit B to perform the

services required under this Agreement. Consultant must notify City and obtain City's written approval with respect of any changes in key personnel prior to the performance of any services by replacement personnel.

- iv. Consultant must obtain City's prior written approval before utilizing any subcontractors to perform any services under this Agreement. This written approval must include the identity of the subcontractor and the terms of compensation.
- v. Consultant represents that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant must employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.
- vi. City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. Acceptance of any of Consultant's work by City will not constitute a waiver of any of the provisions of this Agreement.
- vii. The Consultant must maintain any work site in the City in a safe condition, free of hazards to persons and property resulting from its operations.

B. Change Orders.

- i. Agreements and Change Orders exceeding \$24,999 require City Council approval to be valid.
- ii. The City may order changes to the Scope of Services, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and City. The cost or credit to City resulting from changes in the services will be determined by the written agreement between the parties. However, any increase in compensation beyond the compensation limit amount approved by the City Council must be authorized in advance by the City Council and any service provided by Consultant in the absence of such approval are at Consultant's sole risk.
- iii. Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Scope of Services or otherwise required by this Agreement, unless such additional services are authorized in advance and in writing by City.
- iv. If Consultant believes that additional services are needed to complete the Scope of Services, Consultant will provide the City Administrator with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.

C. Familiarity with Services and Site.

- i. By executing this Agreement, Consultant represents that Consultant:
 - a. has thoroughly investigated and considered the Scope of Services to be performed;
 - b. has carefully considered how the services should be performed;
 - c. understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement; and
 - d. possesses all licenses required under local, state or federal law to perform the services contemplated by this Agreement, and will maintain all required licenses during the performance of this Agreement.
- ii. If services involve work upon any site, Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing its services. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform District of such fact and will not proceed except at Consultant's own risk until written instructions are received from City.

2. COMPENSATION

- A. **Total Fee.** Subject to any limitations set forth in this Agreement, the City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, monthly fees as set forth in Consultant's Compensation & Fee Schedule (Exhibit "B"), in a total amount not-to-exceed Two Hundred Sixty Three Thousand, Six Hundred Ninety Six Dollars (\$263,696.00) for Fiscal Year 2022/23. This amount includes a Contingency of Ten Thousand Dollars which shall not be expended without prior written permission by the City.

Exhibit B includes the subsequent two fiscal years with a preliminarily-anticipated rate increase of 3% per year. The actual rates for the subsequent two fiscal years will be re-negotiated to reflect the Consumer Price Index of the San Francisco Bay Area.

Such compensation is the "Maximum Authorized Expenditure" under this Agreement. The Fee Schedule includes, but is not limited to, fees for each phase and task, not-to-exceed total fee, hourly rates, reimbursable rates and subconsultant mark-up rates. The use of subconsultants will not be considered a reimbursable expense, and such costs must be applied towards the approved budgeted amount. Payment of any compensation to Consultant is contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If the City determines that the Services set forth in the written invoice have not performed in accordance with the terms of this Agreement, the City is not responsible for payment until the Services have been satisfactorily performed.

- B. **Invoicing.** Consultant must submit to the City monthly written invoices to the City's Project Representative, identified in Section 5 below. Invoices must be prepared in a form satisfactory to the City, describing the services rendered and associated costs for the period covered by the invoice. The City will provide invoicing format upon request. Consultant may not bill the City for duplicate services performed by more than one person. Consultant's invoices must include, but are not limited to, the following information:

- i. Project Title, the City's Purchase Order number and City's Project Code(s) for each project;
- ii. Invoice number and date;
- iii. A brief description of services performed for each project phase and/or task;
- iv. The budgeted amount for each phase, task and item, including the total amount, with the same for approved Change Orders, if any;
- v. Amount invoiced to date divided by the agreed total compensation, expressed as a percentage, with the same for approved Change Orders, if any;
- vi. The amount earned and invoiced to date for each phase, task and/or item, including the total amount, with the same for approved Change Orders, if any;
- vii. The amount previously invoiced for each phase, task and/or item, including the total amount, with the same for approved Change Orders, if any;
- viii. The amount due for the period covered by this invoice for each phase, task, and/or item, including the total amount, with the same for approved Change Orders, if any;
- ix. For time and materials authorizations, the number of hours spent, by whom and their hourly rate for each phase, task and/or item, including the total amount;
- x. The costs incurred, including reimbursables, for each phase, task, and/or item for the agreed total compensation and approved Change Orders, if any, along with a brief description of those costs;
- xi. The total amount due for the period covered by this invoice, including subconsultants and vendors of services or goods;
- xii. Copies of subconsultant, vendor, and reimbursable invoices including hourly breakdowns when requested by City.
- xiii. Copies of subconsultant and vendor lien releases.

Any such invoices must be in full accord with any and all applicable provisions of this Agreement. Consultant must submit invoices to the City on or before the sixteenth (16th) day of each month for services performed in the preceding month.

The City will review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. In the event that no charges or expenses are disputed, the invoice will be approved and paid.

Except as to any charges for work performed or expenses incurred by Consultant that are disputed by City, the City will pay on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not

in accord with the provisions of this Agreement. If any charges or expenses are disputed by City, the invoice will be returned by City to Consultant for correction and resubmission, and the City will not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant. Payment to Consultant for services performed under this Agreement may not be deemed to waive any defects in the services performed by Consultant, even if such defects were known to City at the time of payment. City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found to be non-conforming to the terms of this Agreement.

The City is not obligated to pay Consultant a greater percentage of the Maximum Authorized Expenditure than the actual percentage of services completed as of the invoice date.

Consultant agrees to remit and is responsible for all withholding taxes, income taxes, unemployment insurance deductions, and any other deductions required by applicable federal, state or local laws and regulations for Consultant, its employees, subconsultants and vendors of services or goods.

- C. **Adjustment of Maximum Authorized Expenditure.** The City may increase or decrease the Maximum Authorized Expenditure by issuing a Change Order to the Agreement in accordance with Section 1.B "Change Orders" above. Should Consultant consider that any request or instruction from the City's Project Representative constitutes a change in the scope of services, Consultant will advise the City's Project Representative, in writing, within fourteen (14) calendar days of such request or instruction. Without said written advice within the time period specified, the City is not obligated to make any payment of additional compensation to Consultant.
- D. **Monthly Rates.** Payment for all authorized services, including payment for authorized on-call, as-needed services, will be made by the City to Consultant in accordance with the monthly rates as set forth in the Consultant's Compensation & Fee Schedule (Exhibit "B").
- E. **Subconsultants and Vendors.** Invoices for subconsultants and vendors of services or goods will be paid by the City to Consultant in accordance with the various rates as set forth in the Consultant's Compensation & Fee Schedule (Exhibit "B"). All reimbursable expenses will be considered as included within the Maximum Authorized Expenditure. Consultant is solely responsible for payment to subconsultants and vendors of services or goods, and the City is not responsible or liable for any payments to subconsultants and vendors, either directly or indirectly.
- F. **Audit and Examination of Accounts:**
- i. Consultant must keep and will cause any assignee or subconsultant under this Agreement to keep accurate books of records and accounts, in accordance with sound accounting principles, which pertain to services to be performed under this Agreement.
 - ii. Any audit conducted of books of records and accounts must be kept in accordance with generally accepted professional standards and guidelines for auditing.
 - iii. Consultant must disclose and make available any and all information, reports, books of records or accounts pertaining to this Agreement to the City and any city of the County of

Monterey, or other federal, state, regional or governmental agency which provides funding for these Services.

- iv. Consultant must include the requirements of Section 2F, "Audit and Examination of Accounts", in all contracts with assignees or subconsultants under this Agreement.
- v. All records provided for in this Section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than four (4) years after full completion of the Services. All records, which pertain to actual disputes, litigation, appeals or claims, must be maintained and made available for a period of not less than four (4) years after final resolution of such disputes, litigation, appeals or claims.

3. AGREEMENT TERM

- A. **Term.** The work under this Agreement will commence by July 1, 2022 and expire by June 30, 2025, unless sooner terminated or the City grants an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that will survive the termination or completion of this Agreement. Consultant will perform Change Order services as set out in Section 1.B, "Amendment of Services (Change Orders)", in a timely manner or in accordance with the agreed upon Change Order Project Schedule.
- B. **Timely Work.** Consultant will perform all Services in a timely fashion, as set forth more specifically in Section 3.A, "Term", and Section 3.C, "Project Schedule", of this Agreement. Failure to perform is deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.
- C. **Project Schedule.** Services must be completed by Consultant in accordance with the Schedule: Frequency of Janitorial Services per Building as set forth in Exhibit "C". The parties may, from time to time, by Change Order, alter the Schedule. Consultant will provide the Services pursuant to the Project Schedule or any applicable Project Schedule Change Order. If at any time Consultant discovers that the Project Schedule cannot be met, Consultant must promptly notify the City in writing and provide a revised Project Schedule for review and consideration by City.
- D. **Notice to Proceed.** Upon execution of this Agreement by both parties and the receipt of all documentation required by this Agreement to be provided by Consultant to the City, including proof of insurance and tax identification numbers, the City will issue a written Notice to Proceed to the Consultant. The City may, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant will diligently proceed with the Services authorized and complete those Services within the agreed time specified in said notice. Consultant will not proceed with any of the Services unless they have received a Notice to Proceed from the City.

4. CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS

- A. **Listed Employees and Subconsultants.** Consultant will perform the Services using the individuals listed in the Key Employees and Subconsultants List attached hereto in Exhibit "B".

B. Substitution of Employees or Subconsultants:

- i. Consultant may not substitute any key employee or subconsultant listed in Exhibit "B" without the prior written approval of the City, and such approval will not be unreasonably withheld. The City will not approve removal or substitution of employees or subconsultants for the reason that Consultant or its affiliates has called on such individuals to perform services for another client of the Consultant.
- ii. If, at any time, the City reasonably objects to the performance, experience, qualifications or suitability of any of Consultant's employees or subconsultants, then Consultant may, upon written request from the City, replace such employee or subconsultant. Consultant must, subject to scheduling and staffing considerations, make reasonable efforts to replace the individual with an individual of similar competency and experience.
- iii. Whether or not the City consents to, or requests a substitution of any employee or subconsultant of Consultant, the City will not be liable to pay additional compensation to Consultant for any replacement or substitution.

C. Sub-agreements with Subconsultants. Consultant will incorporate the terms and conditions of this Agreement into all sub-agreements with subconsultants in respect of the Services necessary to preserve all rights of the City under this Agreement. Consultant is fully responsible to the City of all acts and omissions of subconsultants and of persons employed by any subconsultant.**D. Not an Agent of the City.** Nothing in this Agreement will be interpreted to render the City the agent, employer, or partner of Consultant, or the employer of anyone working for or subcontracted by Consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by Consultant being considered an employee of the City. Consultant is not, and must not claim to be, an agent of the City.**E. Independent Contractor:**

- i. Consultant is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City may not control or direct the details, means, methods or processes by which Consultant performs the Services. Consultant is responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in this Agreement. Consultant is solely liable for the work quality and conditions of any partners, employees and subconsultants.
- ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Consultant may not become entitled by virtue of this Agreement to receive from the City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Consultant will be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Consultant's performance of Services under this Agreement. Consultant will defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Consultant's failure to pay such taxes.

5. REPRESENTATIVES AND COMMUNICATIONS

- A. **City's Project Representative.** The City appoints the individual named below as the City's Project Representative for the purposes of this Agreement ("City's Project Representative"). The City may unilaterally change its project representative upon notice to Consultant.

Name: Robert Harary, P.E.
Title: Director of Public Works
Address: P.O. Box CC, Carmel, CA 93921
Telephone: (831) 620-2021
Email: rharary@ci.carmel.ca.us

- B. **Consultant's Project Manager.** Consultant appoints the person named below as its Project Manager for the purposes of this Agreement ("Consultant's Project Manager").

Name: Hector Marquez
Title: Chief Executive Officer
Company: Pureserve Building Services
Address: 557 Brunken Avenue, Unit G, Salinas, CA 93901
Telephone: (831) 424-2136
Email: hector@pureserveclean.com

- C. **Meet and Confer.** Consultant agrees to meet and confer with the City's Project Representative, its agents or employees with regard to Services as may be required by the City to insure timely and adequate performance of this Agreement.
- D. **Communications and Notices.** All communications between the City and Consultant regarding this Agreement, including performance of Services, will be between the City's Project Representative and Consultant's Project Manager. Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing and will be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

6. INDEMNIFICATION

Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant will defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, Court costs, reasonable attorneys' fees as may be determined by the Court, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the

extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant, any subconsultant or subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee will not apply to the extent that such Liabilities are caused in part by the active negligence or willful misconduct of such Indemnitee.

Notwithstanding the provisions of the above paragraph, Consultant agrees to indemnify and hold harmless the City from and against all claims, demands, defense costs, liability, expense, or damages arising out of or in connection with damage to or loss of any property belonging to Consultant or Consultant's employees, subconsultants, representatives, patrons, guests or invitees.

In no event will the obligation of the Consultant exceed the limitations on the duty to defend and indemnify as set forth in Civil Code Sections 2782, 2782.6, and 2782.8.

7. **INSURANCE**

Consultant must submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant must maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- A. Commercial General Liability Insurance including but not limited to premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- B. Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Consultant will have a policy for professional liability coverage that provides coverage on an occurrence basis or obtain extended reporting (tail) coverage (with the same liability limits) for at least three years following the City's acceptance of the work.
- C. Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing Services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.
- D. Workers' Compensation Insurance. If Consultant employs others in the performance of this Agreement, Consultant must maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.
- E. Other Insurance Requirements:
 - i. All insurance required under this Agreement must be written by an insurance company either:
 - a. admitted to do business in California with a current A.M. Best rating of no less than A:VI; or
 - b. an insurance company with a current A.M. Best rating of no less than A:VII. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

- ii. Each insurance policy required by this Agreement may not be canceled, except with prior written notice to the City.
- iii. All liability and auto policies must:
 - a. Provide an endorsement naming the City of Carmel-by-the-Sea, its officers, officials, employees, and volunteers as additional insureds. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).
 - b. Provide that such Consultant's insurance is primary as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Carmel-by-the-Sea is excess to the Consultant's insurance and will not contribute with it.
 - c. Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.
 - d. Provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.
- iv. Prior to the start of work under this Agreement, Consultant will file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City. Consultant will file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.
- v. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, may in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which will continue in full force and effect. All coverage available to the Consultant as named insured will also be available and applicable to the additional insured. Notwithstanding these insurance requirements, Consultant is financially liable for its indemnity obligations under this Agreement.
- vi. All policies must be written on a first dollar coverage basis or contain a deductible provision. Any deductibles or self-insured retentions ("SIR") must be declared to and approved by the City. At the option of the City, either: the insured will reduce or eliminate such deductibles or SIR as respects the City, its officers, officials, employees and volunteers; or Consultant will provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. In no event will any SIR or insurance policy contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured, or by any means including other insurance, or which is intended to defeat the intent or protection of an additional insured.

- vii. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- viii. Consultant must require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements in this Agreement.
- ix. If Consultant, for any reason, fails to have in place at all times during the term of this Agreement all of the required insurance coverage, the City may, but is not obligated to, obtain such coverage at Consultant's expense and deduct the cost from the sums due Consultant. Alternatively, City may terminate the Agreement.
- x. The existence of the required insurance coverage under this Agreement will not be deemed to satisfy or limit Consultant's indemnity obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Should any coverage carried by the Consultant or any subcontractor of any tier have limits of liability that exceed the limits or have broader coverage than required in this Agreement, those higher limits and that broader coverage are deemed to apply for the benefit of any person or organization included as an additional insured and those limits and broader coverage will become the required minimum limits and insurance coverage in all sections of this Agreement. Any insurance proceeds available to City in excess of the limits and coverages required by this Agreement, and which is applicable to a given loss, must be made available to City to compensate it for such losses.
- xi. Consultant must give City prompt notice of claims made of lawsuits initiated that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability insurance policies.
- xii. The Consultant hereby waives any right of subrogation that any of its insurers may have or that they may accrue out of the payment of any claim related to the Consultant's performance of this Agreement, regardless of whether any endorsements required by this section are obtained.

8. PERFORMANCE STANDARDS

- A. Consultant warrants that Consultant and Consultant's agents, employees, and subconsultants performing Services under this Agreement are specially trained, experienced, and competent and have the degree of specialized expertise contemplated within California Government Code Section 37103, and further, are appropriately licensed to perform the work and deliver the Services required under this Agreement.
- B. Consultant, its agents, employees, and subconsultants must perform all Services in a safe and skillful manner consistent with the usual and customary standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields in accordance with sound professional practices. All work product of Consultant must comply with all applicable laws, rules, regulations, ordinances and codes. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and will advise City of any changes in any laws that may affect Consultant's performance of this Agreement. All Services performed under

this Agreement that are required by law to be performed or supervised by licensed personnel must be performed in accordance with such licensing requirements.

- C. Consultant must furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement. Consultant may not use the City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.
- D. Consultant agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City's Project Representative or his or her designee will evaluate the work. If the quality of work is not satisfactory, City in its discretion may meet with Consultant to review the quality of work and resolve the matters of concern, and may require Consultant to repeat the work at no additional fee until it is satisfactory.

9. CITY INFORMATION AND RESOURCES

- A. **Available Information.** The City will make available to Consultant all relevant information, plans, maps, reports, specifications, standards and pertinent data which is in the hands of the City and is required by Consultant to perform the Services. Consultant may rely upon the accuracy and completeness of such information and data furnished by the City, except where it is stated otherwise or unreasonable.
- B. **City Resources.** The City acknowledges that Consultant's ability to provide the Services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by Consultant. To the extent that the City fails to provide City resources, Consultant will not be liable for any resulting delay in the Services or failure to meet the Project Schedule, but in no event will such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor will Consultant be entitled to extra compensation for same. Consultant's sole remedy shall be an extension of time to complete the Scope of Services.
- C. **Obligations of Consultant.** No reviews, approvals, or inspections carried out or supplied by the City will derogate from the duties and obligations of Consultant, and all responsibility related to performance of the Services will be and remain with Consultant.

10. OWNERSHIP AND USE OF MATERIALS

- A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Consultant under this Agreement (collectively, "the Materials") are and will remain the property of the City even though Consultant or another party may have physical possession of them or a portion thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, subconsultants, vendors, successors or assignees may have in the Materials.
- B. **No Patent or Copyright Infringement.** Consultant guarantees that in its creation of the Materials produced under this Agreement, no federal or state patent or copyright laws were violated.

Consultant agrees that all copyrights, which arise from creation of the work or Services pursuant to this Agreement, will be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City. Consultant covenants that it will defend, indemnify and hold City harmless from any claim or legal action brought against the City for alleged infringement of any patent or copyright related to City's use of Materials produced by Consultant and its employees, agents and subconsultants under this Agreement.

- C. **Delivery and Use of the Materials.** All Materials will be transferred and delivered by Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event Consultant must forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.
- D. **Survival of Ownership and Use Provisions.** The provisions contained in Section 10, Ownership and Use of Materials survives the expiration or earlier termination of this Agreement, and that this Section is severable for such purpose.
- E. **Additional Copies.** If the City requires additional copies of reports, or any other material that Consultant is required to furnish as part of the Services under this Agreement, Consultant must provide such additional copies, and the City will compensate Consultant for the actual costs related to the production of such copies by Consultant.

11. CONFIDENTIALITY

- A. **No Disclosure.** Consultant must keep confidential and may not disclose, publish or release any information, data, or confidential information of the City to any person other than representatives of the City duly designated for that purpose in writing by the City. Consultant may not use for Consultant's own purposes, or for any purpose other than those of the City, any information, data, or confidential information Consultant may acquire as a result of the performance of the Services under this Agreement. Consultant must promptly transmit to the City any and all requests for disclosure of any such confidential information or records. The obligations under this Section will survive the expiration or earlier termination of this Agreement.
- B. **California Public Records Act.** Consultant acknowledges that the City is subject to the California Public Records Act (Government Code Section 6250 et seq.), known as the "PRA", and agrees to any disclosure of information by the City as required by law. Consultant further acknowledges that it may have access to personal information as defined under the PRA, and Consultant will not use any such personal information for any purposes other than for the performance of Services under this Agreement without the advance written approval of the City.

All Scopes of Services and related documents received will be public records, with the exception of those elements, identified by the Consultant as business trade secrets and are plainly marked "Trade Secret", "Confidential" or "Proprietary". If disclosure is required under the PRA or

otherwise by law, the City will not be liable or responsible for the disclosure of any such records and the Consultant will indemnify, defend, and hold the City harmless for any such disclosure.

12. CONFLICT OF INTEREST

Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City relating to this Agreement or that would in any way hinder Consultant's performance of services under this Agreement. Consultant's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 and following) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.), and California Government Code section 1090.

Consultant is required to file a Form 700 in compliance with the City's Conflict of Interest Code unless a written determination by the City Administrator is made modifying or eliminating said requirement, or unless otherwise exempted by law.

In addition, Consultant, Consultant's employees, and subconsultants agree as follows:

- A. That they will conduct their duties related to this Agreement with impartiality, and must, if they exercise discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring the impartiality of Consultant or its employees into question;
- B. May not influence, seek to influence, or otherwise take part in a decision of the City knowing that the decision may further their private interests;
- C. May not accept any commission, discount, allowance, payment, gift, or other benefit connected, directly or indirectly, with the performance of Services related to this Agreement, that causes, or would appear to cause, a conflict of interest;
- D. May have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services related to this Agreement, and if such financial interest is acquired during the term of this Agreement, Consultant must promptly declare it to the City, and;
- E. May not, during the term of this Agreement, perform a service for, or provide advice to, any person, firm, or corporation, which gives rise to a conflict of interest between the obligations of Consultant under this Agreement and the obligations of Consultant to such other person, firm or corporation.

13. DISPUTE RESOLUTION

- A. **Dispute Resolution Procedures.** The parties will make reasonable efforts to promptly resolve any dispute, claim, or controversy arising out of or related to this Agreement ("Dispute") using the Dispute Resolution Procedures set forth in this Section.

- B. **Negotiations.** First, the City's Project Representative and Consultant's Project Manager will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations. Should these negotiations be unsuccessful in resolving the Dispute, the matter will be promptly referred to the City Administrator or designee, and the Consultant's Principal, who will meet and confer, in good faith, to resolve the Dispute to mutual satisfaction of the parties.
- C. **Mediation.** If all or any portion of a Dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days of the date that the matter was referred to the City Administrator pursuant to subsection B above, either party may, by notice to the other party, submit the Dispute for formal mediation to a mediator selected mutually by the parties from the Monterey Superior Court's Court-Directed Mediator Panel list. The duration of any such mediation may not exceed 2 hours unless otherwise agreed to by the parties. The cost of the mediation (including fees of mediators) will be borne equally by the parties, and each party will bear its own costs of participating in mediation. The mediation will take place within or in close proximity to the City of Carmel-by-the-Sea.

In any mediation conducted pursuant to this section, the provisions of California Evidence Code section 1152 will be applicable to limit the admissibility of evidence disclosed by the parties in the course of the mediation. In the event the parties are unsuccessful in resolving the dispute through the mediation process, then the parties agree that the dispute will be submitted to Binding Arbitration to a single Arbitrator in accordance with the existing Rules of Practice and Procedure of the Judicial Arbitration and Mediation Services, Inc. (JAMS) within thirty (30) days of the close of mediation as declared by the mediator.

- D. **Arbitration.** The submission to Mediation and Arbitration in accordance with the requirements of this section of any and all agreements, differences, or controversies that may arise hereunder is made a condition precedent to the institution of any action or appeal at law or in equity with respect to the controversy involved. The award by the arbitrator will have the same force and effect and may be filed and entered, as a judgment of the Superior Court of the State of California and is subject to appellate review upon the same terms and conditions as the law permits for judgments of Superior Courts. A "Prevailing Party" will be determined in the Arbitration, and the prevailing party will be entitled to reasonable attorney's fees and costs incurred, and accrued interest on any unpaid balance that may be due. Costs will include the cost of any expert employed in the preparation or presentation of any evidence. All costs incurred and reasonable attorney fees will be considered costs recoverable in that proceeding, and be included in any award.

14. TERMINATION OF AGREEMENT

- A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Consultant or any subconsultant defaults or fails to deliver the Services in accordance with the terms and conditions of this Agreement. Such termination must be in writing, setting forth the effective date of termination, and will not result in any penalty or other charges to the City, and may be issued without any prior notice. Without limitation, Consultant is in default of its obligations contained in this Agreement if Consultant, or any subconsultant:

- i. Fails to perform the required Services within the term and/or in the manner provided under this Agreement;
 - ii. Fails to supply sufficient, properly skilled workers or proper workmanship, products, material, tools and equipment to perform the Services;
 - iii. Fails to observe or comply with all laws, ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, state, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force that pertain to;
 - iv. Fails to observe or comply with the City's reasonable instructions;
 - v. Breaches the Conflict of Interest provisions of this Agreement; or
 - vi. Otherwise violates any provision of this Agreement.
- B. **Termination for Convenience.** The City may, at its option and sole discretion, terminate this Agreement, in whole or in part, with or without cause, at any time during the Agreement Term for the convenience of the City, upon ten (10) days written notice to the Consultant.
- C. **Steps after Termination:**
- i. Upon termination of this Agreement by the City for any reason, the City will pay Consultant for satisfactorily performed Services and disbursements incurred by Consultant to the date of termination pursuant to this Agreement, less any amounts necessary to compensate the City for damages or costs incurred by the City arising from Consultant's default. Termination will be without prejudice to any other rights or remedies the City may have.
 - ii. Upon receipt of written notice of termination of this Agreement by the City for any reason, Consultant must:
 - a. Promptly cease all Services, including Services provided by any subconsultant, unless otherwise directed by the City; and
 - b. Deliver to the City all the Materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such Materials are to be delivered to the City in completed form; however, notwithstanding the provisions of Section 10, Ownership and Use of Materials, herein, the City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such Materials.
 - iii. If this Agreement is terminated by the City for any reason, the City is hereby expressly permitted to assume the projects and Services, and to complete them by any means including, but not limited to, an agreement with another party.

15. LEGAL ACTION / VENUE

- A. Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement will be controlled by and construed under the laws of the State of California, excluding California's choice of law rules.
- B. Venue for any such action relating to this Agreement will be in Monterey County.
- C. If any legal action or proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party may recover reasonable attorneys' fees as may be determined by the Arbitrator, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

16. MISCELLANEOUS PROVISIONS

- A. **Non-discrimination**. During the performance of this Agreement, Consultant, and its subconsultants, may not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or sexual orientation, either in Consultant's employment practices or in the furnishing of services to recipients. Consultant further acknowledges that harassment in the workplace is not permitted in any form, and will take all necessary actions to prevent such conduct.
- B. **Acceptance of Services Not a Release**. Acceptance by the City of the Services to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the Services performed.
- C. **Force Majeure**. Either party is absolved from its obligation under this Agreement when and to the extent that performance is delayed or prevented, and in the City's case, when and to the extent that its need for vehicles, materials, or Services to be supplied hereunder are reduced or eliminated by any course, except financial, for reasons beyond its control. Such reasons include, but are not limited to: earthquake, flood, epidemic, fire, explosion, war, civil disorder, act of God or of the public enemy, act of federal, state or local government, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.
- D. **Headings**. The headings do not govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement. The headings are for convenience only.
- E. **Entire Agreement**. This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the terms, conditions, and Services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Change Order of Services". Any Change Order to this Agreement will be effective only if it is in writing signed by both parties hereto and will prevail over any other provision of this Agreement in the event of inconsistency between them.

- F. **Conflict between Agreement and Exhibits.** In the event of a conflict between a provision in this Agreement and a provision in an Exhibit attached to this Agreement, the provisions in this Agreement will take precedence.
- G. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and may be signed in counterparts, but all of which together will constitute one and the same Agreement.
- H. **Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that governs should any difference exist among counterparts of this Agreement.
- I. **Authority.** Any individual executing this Agreement on behalf of the City or Consultant represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- J. **Severability.** If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired thereby. Limitations of liability and indemnities will survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.
- K. **Non-exclusive Agreement.** This Agreement is non-exclusive and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants for the same or similar services, or may have its own employees perform the same or similar services.
- L. **Assignment of Interest.** The duties under this Agreement are not assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer constitutes a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.
- M. **City Business License.** Prior to receiving a Notice to Proceed from the City, Consultant will obtain and maintain a valid City of Carmel-by-the-Sea Business License for the duration of the Agreement. Costs associated with the license are the responsibility of Consultant.
- N. **Laws.** Consultant agrees that in the performance of this Agreement it will comply with all applicable federal, state and local laws and regulations. This Agreement will be governed by and construed in accordance with the laws of the State of California and the City of Carmel-by-the-Sea.

IN WITNESS WHEREOF, the parties enter into this Agreement hereto on the day and year first above written in Carmel-by-the-Sea, California.

CITY OF CARMEL-BY-THE-SEA

DocuSigned by:



City Administrator Signature

Chip Rerig

6/22/2022

Printed Name

Date

City Administrator

PURESERVE BUILDING SERVICES

Consultant Signature

Printed Name

Date

Chief Executive Officer

Consultant Legal Company Name

APPROVED AS TO FORM:

DocuSigned by:



By:

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Brian Pierik, City Attorney

6/22/2022

Date:

ATTEST:

DocuSigned by:



By:

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Nova Romero, City Clerk

6/22/2022

Date:

Exhibit "A"

Scope of Services

Exhibit "B"

Compensation and Fee Schedule

Exhibit "C"

Schedule: Frequency of Janitorial Services per Building

EXHIBIT A - Attachment 3 SCOPE OF SERVICES

SECTION 1 - JANITORIAL SERVICES GENERAL

These specifications entails cleaning of high-visibility public areas. The cleaning personnel will be interacting with the public and the project requires a firm with an understanding of the hospitality aspect of the work.

The objective of this specification is to provide consistent high quality janitorial services at the most competitive prices to the highest professional standards.

The Contractor will be evaluated throughout the duration of the Contract by the City based upon a wide range of factors, but not limited to, the following:

- Cost
- Qualifications
- Ability to perform, staffing, etc.
- Experience
- Professionalism

No portion of these services may be subcontracted, unless authorized by the City.

Said services shall include without limitation:

- Janitorial Cleaning Services
- Day Porter Services
- Related Janitorial Services
- Urgency/Emergency Janitorial Services

PRICING:

- The City of Carmel-by-the-Sea assumes that the prices listed in the Contractor's proposal are the most competitive quotes it can offer, both at the outset of the relationship and on an ongoing basis. The City expects to work together with Contractor to continually identify opportunities to achieve cost reductions.
- The City will not accept any additional charges other than those indicated in the Contractor's proposal, and/or as stipulated in the Contract.
- It shall be assumed that the pricing submitted by the Contractor is sufficient to cover all specifications, terms and conditions described in this Specification and Contract thereto.

SECTION 2 - BUILDINGS / FACILITIES DESCRIPTIONS SUMMARY

- City Hall Building - Monte Verde Street, between Ocean & 7th Avenues

The City Hall building has 6,300 cleanable square feet (sf) of space consisting of administrative, building, and planning areas. Areas to be cleaned include two lobby restrooms and drinking fountains and one staff restroom downstairs; the glass doors and front entrance to City Hall; the counters and tables throughout, including Council Chambers.

- Police Headquarters - southeast corner of Junipero & 4th Avenue

Police Headquarters is housed in an 11,000 cleanable sf building. The Police Department includes break room, restrooms, offices (chief, commander and detective offices), and the emergency operations center. Includes contact points and common areas, including underneath each terminal desk top. Flooring includes hard surface floors, carpeted offices, and walk-off mats.

- Harrison Memorial Library – East of Lincoln between 6th and ocean

The Harrison Memorial Library has 7,000 sf of space consisting of two lower-level restrooms and one lower-level staff restroom, glass doors, front entrance, counters, tables, shelving and display cases. There is carpeting on all levels, in the lobby, and on stairs.

- Park branch library – Northeast corner Mission St at 6th

The Park Branch Library, or Children's Library, has 6,800 cleanable sf of space consisting of three upper-level restrooms, one staff restroom and one kitchenette to the rear of facility; glass doors, front entrance, counters, tables, shelving and display cases. There is carpeting on all levels, in the lobby and on stairs. Lobby has a slate floor.

- Public works - Junipero St.

The 2,000 cleanable sf Public Works building contains two restrooms each with a locker area with toilets, sinks, walls, floors, chrome, cabinets, mirrors, showers and locker room floors. Upstairs offices included.

- Vista Lobos meeting room & restroom – 3rd Ave. between Junipero & Torres

The Vista Lobos Meeting Room consists of 2,200 square feet of cleanable with a kitchen area, 'Community Room' and restroom.

- Public Restroom Facilities:

- Murphy Park (400 sf) – Northwest corner Lincoln and 6th Ave
- Devendorf Park (400 sf) – Southwest corner Junipero and 6th Ave
- Del Mar Beach (300 sf) – Ocean Ave at Del Mar
- Forest Hill Park Lower "The Playground" (400 sf) – Mission between 2nd & 3rd Avenues
- Forest Hill Park Upper "Tennis Courts" (300 sf) – Junipero between 1st & 2nd Avenues
- Piccadilly Park (100 sf Unisex) – W/S Dolores between Ocean & 7th Ave
- Scenic (191 sf) – Scenic and 13th

SECTION 3 - CLEANING SPECIFICATIONS OVERVIEW

- Restrooms located at Delmar Beach, Scenic Beach, Murphy Park, Devendorf Park:
 - Routine: Three-times-per-day, seven-days-per week, except as follows:
 - Four-times-per-day, seven-days-per week:
 - April 1st through October 1st.

- July 4th, Memorial Day, Labor Day, Thanksgiving Holiday (Thursday through Sunday).
 - “DETAIL / COMPREHENSIVE CLEANING” per Section 4.18; Once per month.
- Restroom located at Piccadilly Park:
 - Routine: Two-times-per-day, seven-days-per week.
 - “DETAIL / COMPREHENSIVE CLEANING” per Section 4.18; Once per month.
- Restrooms (2) located at Forest Hill Park:
 - Routine: One-time-per-day, seven-days-per week.
 - “DETAIL / COMPREHENSIVE CLEANING” per Section 4.18; Once per every other month.
- Municipal buildings are routine-cleaned three times per week, with the exception of the police station which is cleaned seven days per week, and sections of the Public Works Building which are cleaned weekly. Specific Task and Frequencies of work found in Exhibit

SECTION 4 - ADDITIONAL REQUIREMENTS, TERMS AND CONDITIONS

4.1 GENERAL

- a. The services to be provided consist of all labor, supplies, consumables, methods and processes, except as otherwise specified which are necessary and required to complete the Contract.
- b. Where the specifications describe portions of the service in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only workmanship and materials of the first quality are to be used.

4.2 CITY’S CONTROL OF THE SERVICE

The City’s designated Contract Manager shall decide any and all questions which may arise as to the quality or acceptability of materials and supplies furnished and service performed, and as to the manner of performance and rate of progress of the service. He/she shall also decide all questions which arise as to the interpretation of the specifications, all questions as to the acceptable fulfillment of the Contract on the part of the vendor, and all questions as to claims and compensation.

4.3 DEFECTIVE OR ADDITIONAL SERVICES

- a. The Contractor shall remedy all services, which are defective or deficient in any of the requirement of these specifications, in an acceptable manner.
- b. The inspection of the service shall not relieve the Contractor of any of his/her obligations to fulfill the Contract as prescribed.

4.4 EMPLOYEES

- a. All workmanship shall be to highest standard of modern janitorial services and practices. Employment shall comply with the prevailing local labor conditions and the Contractor shall employ only competent, careful, orderly persons for Contract performance.
- b. If at any time the Contract Manager determines that any person employed under the Contract is incompetent, careless, reckless, or disorderly, or disobeys or evades proper orders and instruction, such person shall be excluded for work in public areas included in the Contract.

4.5 DAMAGE TO PROPERTY

- a. The Contractor shall be held responsible for any damages to existing public areas or private property caused by Contractor's operations.

4.6 QUALITY CONTROL

- a. Contractor Quality Control.

The Contractor is expected to conduct inspections on both a scheduled and unscheduled basis and identify the individuals who will perform the inspections. The Contractor is to provide the schedule of inspections to the Contract Manager prior to work start.

- b. Quality Assurance

During the term of this Contract, Contractor is required to conduct at least monthly quality inspections using the Smart Inspect™ quality system. **This software system will be provided by the City.** All Contractor training shall be borne by the Contractor.

- c. KPIs - Performance-based Criteria

During the term of the Contract, the Contractor will be required to participate in a web-based global quality system. Currently, the City of Carmel-by-the-Sea utilizes the Smart Inspect™ quality system.

Quality assurance activities, such as those associated with participation in a performance-based program, are considered to be an integral part of the Contractor-client relationship. It is not anticipated that participation in the quality system will require any additional management resources on the part of the Contractor.

The performance of the Contractor shall be managed in the manner described below.

Monthly Inspections

During the term of this Contract, Contractor and City's Contract Manager shall jointly conduct monthly quality audits and data uploads using the Smart Inspect™ or similar web-based quality system. The Contractor has primary responsibility to schedule and coordinate the audits.

Contractor will be provided with access to the Smart Inspect™ web-based auditing platform. Contractor must purchase or have access to one mobile device per location serviced (Ipod Touch, smartphone or tablet; Apple or Android).

Third-party audits may also be conducted by a Joint Review Team comprised of a third-party auditor and a representative of Carmel-by-the-Sea.

Maintaining a Quality Success Percentage of 85% or better

During the term of this Contract, the Contractor is required to maintain a quality success percentage (QSP) of 85% (relating to the quality system).

A QSP score shall be defined as the score that results from dividing the total acceptable items (i.e. items that meet the appearance criteria as stated in Specifications) into the total number of items inspected. For example, if an auditor inspects 1,000 items and 850 of those items are deemed to be acceptable (free of dust, debris, spots, etc.), then the resulting QSP is 85%.

Penalty for Non-Performance

Non-performance is defined as:

- 1) Failure to obtain the defined minimum QSP score
- 2) Failure to conduct the required monthly audit
- 3) Failure to meet other terms and conditions of the Contract

Failure to obtain the defined minimum QSP Score

A 5% penalty shall apply if an individual property fails to obtain a QSP score of 85% for two consecutive months. If a property scores below an 85%, that property must be re-inspected the following month.

The 5% penalty shall not apply to any extra work order line items on the janitorial invoice.

Repeated failure to achieve a QSP of 85% may result in termination.

2) Failure to conduct the required monthly audit

The Contractor has the primary responsibility to schedule and coordinate, with the City's designated Contract Manager, a monthly audit using the Smart Inspect quality platform.

Failure to conduct the required monthly quality audit will be deemed as the equivalent of failing to meet the prescribed QSP score. The 5% penalty, as well as other available remedies, will apply.

3) Failure to meet other terms and conditions of the Contract

The Contractor also agrees to the other terms and conditions as described in the Contract. Failure to meet these terms and conditions may result in termination.

Emergency Response Consideration

The Contractor, at times, will be required by the City to reassign staff to respond to an emergency. In these cases, the area that had the reduced available staffing shall not be inspected for two days in order to allow the Contractor an opportunity to catch up on the cleaning of that area or facility.

4.7 SAFETY PROGRAM

The Contractor shall conform to all local, State and Federal rules and regulations pertaining to safety in both supplies and services.

- a. The Contractor shall establish, implement, and maintain a safety program for preventing accidents and preserving the life and health of his/her personnel and City personnel involved in performance of the Contract.
- b. The City shall not be responsible for damages to property or for injuries or death to persons which occur without fault on the part of the City as a result of or incidental to performance of the Contract. The Contractor shall hold the City harmless from any or all claims arising from such cause provided that no conditions contained in these specifications shall be deemed to affect any liability of the City to its employees.

4.8 ENVIRONMENTAL PROTECTION

The Contractor shall comply with all Federal, State, and Local regulations covering environmental protection.

4.9 HAZARDOUS MATERIALS

All hazardous materials generated or caused by the Contractor in performance of this contract shall be handled, stored, transported, and disposed of in accordance with applicable State and Federal regulations. Contractor agrees to submit Material Safety Data Sheets (MSDS) for all "hazardous substances" Contractor intends to use in performance of work under this Contract in any City facility. "Hazardous substances" are defined as those substances so designated by the Director of Industrial Relations pursuant to the Hazardous Substances Information and Training Act (Labor code sec. 6360 *et seq.*) The MSDS for all products must be submitted to the City before commencing work. The MSDS for a particular product must be reviewed and approved by the City's Risk manager before Contractor may use that product. City will inform Contractor about hazardous substances to which it may be exposed to while on the job site and protective measures that can be taken to reduce the possibility of exposure.

4.10 REMOVAL OF TRASH AND DEBRIS

- a. The Contractor shall remove from the job site all debris and waste materials that are produced by his/her operation and shall leave the work area in a clean and orderly condition at each area upon completion of each day's work.
- b. All debris generated as a result of this Contract may be disposed of in designated City-owned dumpsters, or other approved receptacles, or at the City Corporation Yard.

4.11 LOST AND FOUND

Articles found by the Contractor shall be turned into the Carmel Police Department.

4.12 FIRE PROTECTION

- a. The City fire regulations, policies and instructions will be followed.
- b. Combustible materials shall be properly stored.

4.13 BUSINESS LICENSE, INSURANCE, WORKER'S COMPENSATION

The Contractor will be required to meet all City licensing and insurance requirements before proceeding with work.

4.14 BACKGROUND CHECKS & IDENTIFICATION

All Contractor employees (including the owner) and any sub-contractor's (with prior approval by the City), must submit to and pass a criminal background check administered through the City before working. The Contractor shall furnish employee identification badges which include the company name, employee name, and a picture of the employee.

4.15 UNIFORMS

Contractor employees shall wear company uniforms. Uniform shall consist of shirt, hat, and jacket or sweater. Uniform pants and shoes are not required. Uniform type is subject to review and approval of City.

4.16 SPECIAL PROVISIONS

Contractor shall clean-up human / animal excrement clean-up within the City's jurisdiction (other than buildings & facilities not listed within these specifications); for example sidewalks, open park spaces, etc.

4.17 SUPPLEMENTAL WORK

Description of Supplemental Work include, but not limited to:

1. After hours work on an on-call as-need basis as directed by the City.
2. Services associated with special events
3. "Project Work"
 - a. Construction activity clean-up
 - b. Disaster clean-up
 - c. Detail / Comprehensive cleaning not specified elsewhere within the Contract
4. Other work as directed by the City not specified elsewhere in the Contract, To Be Determined.
5. All Supplemental Work shall be only performed only upon the direction by the City, to be determined as the work may arise.

Payment for Supplemental Work: Payment for Supplemental Work may be paid for via a wide variety of terms, whichever is in the best interest of the City, some of which may be: Negotiated lump sum, Time and Materials (T&M), or other terms approved by the City.

4.18 “DETAIL / COMPREHENSIVE CLEANING” PUBLIC RESTROOMS

1. General Description: The work includes high level detail cleaning to the highest standard. All components, primarily the interior, are to be cleaned and sanitized including walls, ceilings, partitions, dispensers (inside and out), light fixtures, flooring, tile grout, entrance and closest doors (inside and out).
2. Payment: Cost of this cleaning is included in the terms of Exhibit A. This is not Supplemental Work.

SECTION 5 - GREEN CLEANING POLICY

Overview

This Green Cleaning Plan has been designed to implement a fully comprehensive green cleaning program for Carmel. Used in conjunction with Carmel's cleaning specification, it includes industry best practices as well as green cleaning processes to ensure a healthy and safe environment for the people who visit or work in Carmel's buildings.

Required Green Cleaning Policies and Procedures

Green Cleaning Program Overview

To demonstrate its commitment to sustainable greening of its facilities, Carmel has begun its efforts to move toward the “greening” of its janitorial operations. To achieve this end, this Green Cleaning Plan has been structured based on the LEED-EB rating system, which is the most standardized, followed and well-documented green cleaning protocol currently in practice. Buildings must meet certain prerequisites and credits in the LEED rating system. Several of the points are achievable through Green Cleaning Programs. The buildings pursuing LEED certification must use the green cleaning strategies described in this document in at least 90% of its useable space.

Purpose of Green Cleaning

Many janitorial cleaning products have been shown to degrade indoor air quality, pollute the water, and negatively impact the health of sensitive occupants. In effort to maintain a clean facility, service providers and facility managers often use harsh solutions that, while disinfecting the building, contaminate the indoor air. It is Carmel's desire to maintain both clean facilities and healthy environments for their occupants and are therefore committed to the Green Cleaning Practices in this policy.

Participation

Carmel recognizes that the participation of all janitors and supervisors is an essential component of a successful Green Cleaning Program. Therefore, Carmel is including the requirements associated with Green Cleaning in the cleaning scope of its buildings that are striving toward a fully comprehensive green cleaning program. The janitorial team must demonstrate an ability to incorporate the following elements into the cleaning process: green product specification, staff

training, solution storage, dilution and safe handling and equipment specifications and must also demonstrate a willingness to continue to develop these aspects of the program.

Low Environmental Impact Cleaning Policy

Hand Hygiene

Service Provider will promote healthy hand hygiene by providing soap and soap dispensers in custodial closets, kitchen areas, bathrooms, break rooms and locker rooms. Service providers are required to wash their hands on a routine basis while servicing the facility. Alcohol-based hand sanitizers will be provided in public areas. The buildings' custodial paper products should be dispersed from hands-free dispensers to eliminate levers and cranks that users share. Hand soaps should not contain anti-microbial agents (other than as a preservative system) unless required by health codes and other regulations.

Staffing

Service Provider will maintain an appropriate staffing plan that is consistent with Carmel's cleaning specifications.

Chemical Storage Guidelines

Housekeeping team will maintain a program that reduces the exposure of the building occupants to potentially dangerous chemical, biological, and particle contaminants which adversely impact air quality, health, and the environment.

1. Any chemical stored in the custodial closets will have a locked container which encloses the liquid cleaning products and delivers out proper specified measurement for dilution.
2. The solutions used by the janitorial team will all be stored in the custodial closet(s) and the housekeeping staff must follow these guidelines:
 - a. Material Safety Data Sheets (MSDS) must be available to all service providers
 - b. Service providers are trained on MSDS and Chemical Handling annually
 - c. All containers must be properly labeled to be easily identifiable
 - d. All cleaning products must be properly and safely stored
 - i. No liquids will be placed on shelves above eye level
 - e. Service providers must use appropriate Personal Protective Equipment
 - f. Chemical dilution systems must be adhered to
 - g. Unnecessary amounts of chemicals should not be stored in the custodial closet
 - h. Only authorized employees will have access to the main storage room
 - i. Carmel should install and maintain proper hot and cold water supplies and drain systems in custodial closets for the use of chemical dispensing and dilution

Special Treatment of Carpets

Carpet can be a source of bio-pollutants, dust and volatile organic compounds (VOCs). Pesticides and cleaning products (such as stain removers) that remain on the carpet after initial application can volatilize (rise up into the air) over time and contaminate the indoor air. The following carpet treatment guidelines will mitigate the need for carpet cleaning solutions through both preventative

and prescriptive treatment.

1. Prevent stains
 - a. Clean up spills promptly using cold water and one or more blotting cloths
 - b. Make a spill kit available to occupants
2. Promptly clean and thoroughly dry carpets if they should become saturated with water
 - a. Quick action following a leak or other water damage may prevent carpet loss and the growth of mold and/or mildew. (Do not attempt to clean a moldy carpet without proper protective equipment, clothing, respirators, and air filters. Special training may be required to adequately deal with a water-soaked carpet.)
3. Avoid excessive use of carpet shampoos and bonnet cleaning products. Bonnet cleaning involves the use of cotton, rayon, and/or polypropylene pads and a rotary shampoo machine. Although these chemicals are usually mild, overuse makes more frequent extraction cleaning necessary.
4. Deep-clean when necessary.
 - a. Periodically deep-cleansing of carpet is necessary to extract dirt, bio-pollutants, moisture, and embedded cleaning agents.
 - b. A wet vacuum water extraction machine after dry vacuuming may be used.
 - c. The Carpet and Rug Institute recommends rapid drying of the carpet, within 24 hours.
 - d. Pre-sprays applied carefully and left on long enough can reduce the amount of chemicals needed.

Reducing Microbial Growth through Proper Cleaning

The following are basic guidelines to minimize the need for antimicrobial products at Carmel:

1. Clean first and then apply disinfectant.
 - a. Most disinfectants are not cleaners, and are usually only effective on a clean surface.
 - b. Wait the recommended time before rinsing the antimicrobial solution from the surface (usually at least ten minutes, although some products are rapid-use and may only need one or two minutes)
2. Use disinfectants only when and where required
 - a. Ordinary detergents should remove more microbes than disinfectants
3. Change mop heads and sponges daily
4. Change cleaning water frequently (water used in mop-buckets, etc.)
 - a. Do not waste water by overfilling mop buckets, etc.
5. Intentionally clean areas where water collects and condenses
 - a. Areas such as refrigerator and air conditioner pans as well as air cleaner/humidifier machines
6. Use a drain maintainer (containing enzymes) if drains clog or has an odor
7. If there is a food preparation area in any of the subject buildings, Carmel and/or Service Provider employees that prepare food for customers must use antimicrobial soaps and/or disinfectants

NOTE- If a building uses antimicrobial products, it needs to document the specific antimicrobial used, the location, date and reason for use.

Service Provider Training Requirements

Service Provider will provide training of personnel in the hazards, use, maintenance and disposal of cleaning chemicals, dispensing equipment and packaging. Documentation of the training sessions, attendees and topics covered needs to be collected and maintained by the housekeeping manager.

1. Basic Service Provider Training
 - a. Service providers should receive basic training, including the Green Cleaning specifications delineated in this Carmel Green Cleaning Plan.
 - b. An average of eight hours of training (or more) per year is required for each janitor.
2. Training Specifications
 - a. Material safety data sheets (MSDS).
 - b. Compliance with the Green Seal standard of GS – 37.
 - c. Use and wear of Personal Protective Equipment.
 - d. Service Providers should be informed of Carmel's product reporting requirements.
 - i. All cleaning products which are not on the GS-37 list must be approved by Carmel personnel.
3. Provide Carmel with monthly training logs indicating the attendees and the training topic

Green Cleaning Materials Policy

General Green Cleaning Solutions and Custodial Products Guideline

Service Provider must purchase general cleaning supplies for janitorial use such as dishwashing liquid and desk cleaner that meet the GS-37 or California Code of Regulation standards. Employees should be made aware of the availability of such supplies. The housekeeping team is discouraged from bringing general cleaning supplies into the Carmel facility and should not bring cleaners that do not meet the GS-37 standard. Such guidelines should be made aware to all employees.

Service Provider must purchase general janitorial products such as disposable paper products and trash bag liners that contain recycled material. At least 75% of the total annual purchases of these products (by cost) must meet at least one of the following sustainability criteria:

1. The cleaning products meet one or more of the following standards for the appropriate category:
 - a. Green Seal GS-37, for general-purpose, bathroom, glass and carpet cleaners used for industrial and institutional purposes;
 - b. Environmental Choice CCD-110, for cleaning and degreasing compounds;
 - c. Environmental Choice CCD-146, for hard-surface cleaners;
 - d. Environmental Choice CCD-148, for carpet and upholstery care;
 - e. Green Seal GS-40, for industrial and institutional floor care products;
 - f. Environmental Choice CCD-147, for hard-floor care;
 - g. EPA Design for the Environment Program's Standard for Safer Cleaning Products;
 - h. EcoForm's Information-Based Environmental Label; and/or
 - i. Cleaning devices that use only ionized water or electrolyzed water and have third-party-verified performance data equivalent to the other standards mentioned above (if the device is marketed for antimicrobial cleaning, performance data must demonstrate antimicrobial performance comparable to EPA Office of Pollution

- Prevention and Toxics and Design for the Environment requirements, as appropriate for use patterns and marketing claims).
2. Disinfectants, metal polish, floor finishes, strippers or other products not addressed by the above standards meet one or more of the following standards for the appropriate category:
 - a. Environmental Choice CCD-112, for digestion additives for cleaning and odor control;
 - b. Environmental Choice CCD-113, for drain or grease trap additives;
 - c. Environmental Choice CCD-115, for odor control additives;
 - d. Green Seal GS-52/53, for specialty cleaning products;
 - e. California Code of Regulations maximum allowable VOC levels for the specific product category;
 - f. EPA Design for the Environment Program's standard for safer cleaning products;
 - g. EcoForm's Information-Based Environmental Label; and/or
 - h. Cleaning devices that use only ionized water or electrolyzed water and have third-party-verified performance data equivalent to the other standards mentioned above (if the device is marketed for antimicrobial cleaning, performance data must demonstrate antimicrobial performance comparable to EPA Office of Pollution Prevention and Toxics and Design for the Environment requirements, as appropriate for use patterns and marketing claims).
 3. Disposable custodial paper products and trash bags meet the minimum requirements of one or more of the following programs for the applicable product category:
 - a. EPA comprehensive procurement guidelines, for custodial paper;
 - b. Green Seal GS-01, for tissue paper, paper towels and napkins;
 - c. Environmental Choice CCD-082, for toilet tissue;
 - d. Environmental Choice CCD-086, for hand towels;
 - e. Custodial paper products derived from rapidly renewable resources or made from tree-free fibers;
 - f. FSC certification, for fiber procurement;
 - g. EPA comprehensive procurement guidelines, for plastic trash can liners; and/or
 - h. California integrated waste management requirements, for plastic trash can liners (California Code of Regulations Title 14, Chapter 4, Article 5, or SABRC 42290-42297 Recycled Content Plastic Trash Bag Program).
 4. Hand soaps meet one or more of the following standards:
 - a. No antimicrobial agents (other than as a preservative) except where required by health codes and other regulations (e.g., food service and health care requirements);
 - b. Green Seal GS-41, for industrial and institutional hand cleaners;
 - c. Environmental Choice CCD-104, for hand cleaners and hand soaps;
 - d. Environmental Choice CCD-170, for hand sanitizers;
 - e. EPA Design for the Environment Program's standard for safer cleaning products; and/or
 - f. EcoForm, Information-Based Environmental Label, for hand soaps and hand sanitizers.

The City will provide to the Contractor a spreadsheet to track its green cleaning product purchases.

To the extent practical, no cleaning or disinfecting products should contain ingredients that are carcinogens, mutagens, or teratogens. These include chemicals listed by the U.S. EPA or the National Institute for Occupational Safety and Health on the Toxics Release Inventory (40 CFR, Section 372, Subpart D). If such products containing these toxic chemicals must be used (cleaning solutions for specific equipment, etc.), only the minimum amounts should be used and

the product must be disposed of properly. On the Toxic Release Inventory, a complete list of toxic chemicals is maintained by the U.S. EPA and can be found at www.epa.gov/tri/chemical. The cleaning products used at Carmel must meet the Green Seal standard of GS-37. The Green Seal Organization offers extensive information regarding the GS-37 standard on their website www.greenseal.org/certification/environmental.cfm. A complete listing of Green Seal certified products is maintained by the Green Seal organization and can be found at www.greenseal.org/findaproduct/index.cfm.

Service Provider will document the type, volume and concentration of all chemicals used in the cleaning process. Service Provider will also maintain a plan that addresses the handling of hazardous spills or mishandling incidents.

Low Environmental Impact Cleaning Equipment Policy

Service Provider must implement an equipment program to reduce building contaminants with minimum environmental impact. Service Provider will purchase cleaning equipment that meets the following requirements:

1. Vacuum cleaners meet the requirements of the Carpet & Rug Institute "Green Label" Testing Program – Vacuum Cleaner Criteria and are capable of capturing 96% of particulates 0.3 microns in size and operates with a sound level less than 70dBA.
2. Hot water extraction equipment for deep cleaning carpets is capable of removing sufficient moisture such that the carpets can dry in less than 24 hours. Extraction equipment is certified by Carpet and Rug Institute's "Seal of Approval" Testing Program for deep-cleaning extractors.
3. Powered maintenance equipment including floor buffers, floor burnishers and automatic scrubbers are equipped with vacuums, guards and/or other devices for capturing fine particulates, and shall operate with a sound level less than 70dBA.
4. Propane-powered floor equipment has high-efficiency, low-emissions engines and operate with a sound level of less than 90dBA.
5. Automated scrubbing machines are equipped with variable-speed feed pumps to optimize the use of cleaning fluids. Automated scrubbing machines must use only tap water with no added cleaning products.
6. Battery-powered equipment is equipped with environmentally preferable gel batteries.
7. Where appropriate, active micro fiber technology is used to reduce cleaning chemical consumption and prolong life of disposable scrubbing pads.
8. Powered equipment is ergonomically designed to minimize vibration, noise and user fatigue.
9. Equipment has rubber bumpers to reduce potential damage to building surfaces.
10. A log will be kept for all powered housekeeping equipment to document the date of equipment purchase and all repair and maintenance activities and include cut sheets for each type of equipment in use in the logbook.

Reporting

Service Provider must provide documentation of its comprehensive green cleaning program upon request and must also provide written updates, including a record of supply purchases indicating compliance with the GS-37 Standard, equipment purchases and training on at least a quarterly basis.

Applying Green Cleaning to the Specifications

The Low Environmental Impact Cleaning requirements, the Green Cleaning Materials requirements and the Low Environmental Impact Cleaning Equipment requirements are to be applied to Carmel's cleaning specifications.

For example, the task, "clean door glass and other adjacent glass areas" must be performed using a chemical that meets the Green Seal GS-37 Standard and microfiber technology in lieu of paper products when possible as set forth in the Green Seal GS-42 Standard. The task, "fully vacuum all carpeted areas from wall to wall including walk-off mats and edges" must be performed with a vacuum cleaner that captures 96% of particulates 0.3 microns in size and operates with a sound level less than 70dBA.

Occupant Feedback

Service Provider will collect building occupant feedback on an ongoing basis in order to improve its housekeeping program. Carmel and/or the Service Provider will use formal surveys as well as a complaint response system to discover and respond to building occupant ideas and complaints. The housekeeping team will operate with a "continuous improvement" mindset and will be open to new ideas, technologies, procedures and processes. Carmel and/or the Service Provider will document survey results, as well as the steps taken in response to the survey.

Quality Control Measures

Carmel is committed to maintaining its buildings in an environmentally preferable way that will benefit the health of the facility occupants, visitors, maintenance personnel and the natural environment. To this end, Carmel routinely evaluates the successes and shortcomings of all employed practices and makes immediate alterations accordingly. Building and site walk-throughs are completed routinely by Carmel supervisors and management to ensure adoption and proper application. As recommended by the U.S. Green Building Council, Carmel may use a third-party to assess the quality of the janitorial services. Facility occupants are highly encouraged to report any outstanding janitorial issues to the facility personnel. New technologies for environmentally sensitive cleaning will be continuously monitored and assessed as they become available and adopted when they are applicable. Similarly, this policy will be updated as needed to ensure that current and successful procedures are being carried out.

Indoor Chemical and Pollutant Source Control

Carmel will employ permanent entryway systems (grilles, grates, mats) at least ten feet long in the primary direction of travel to capture dirt and particulates entering the building at all public entry points. These entryway systems and exterior walkways will be appropriately cleaned. Public entryways that are not in use or serve only as emergency exits are excluded from the requirements, as are private offices. It is preferable for mats to be fire resistant and have solid backing. Retain all product literature when purchasing new mats, grilles or grates.

Whenever possible, Carmel will install low-maintenance plants around the building's entryways. "Low-maintenance plants" are plants that are unlikely to produce fruit, flowers or leaves that are likely to be tracked into the building. Select plants that are based on an integrated pest management (IPM) approach to eliminate pesticide applications that could be tracked into the building.

EXHIBIT B - Compensation and Fee Schedule**City of Carmel-by-the-Sea
Janitorial Services****FY 2022-2023**

FACILITY	Budget See Note 1	Preliminary Estimate Pending CPI Adjustment See Note 2	Preliminary Estimate Pending CPI Adjustment See Note 2
	Fiscal Year 2022-23 (7/1/22-6/30/23)	Fiscal Year 2023-24 (7/1/23-6/30/24)	Fiscal Year 2024-25 (7/1/24-6/30/25)
Del Mar Beach Restrooms	\$ 30,485.62	\$ 31,400.19	\$ 32,342.19
Devendorf Park Restrooms	\$ 30,485.62	\$ 31,400.19	\$ 32,342.19
Forest Hill Park Lower Restrooms	\$ 8,274.98	\$ 8,523.23	\$ 8,778.93
Forest Hill Park Upper Restrooms	\$ 8,274.04	\$ 8,522.26	\$ 8,777.93
Murphy Park Restrooms	\$ 30,485.62	\$ 31,400.19	\$ 32,342.19
Piccadilly Park Restroom	\$ 9,013.53	\$ 9,283.94	\$ 9,562.45
Scenic Drive Restroom	\$ 29,737.91	\$ 30,630.05	\$ 31,548.95
Harrison Memorial Library	\$ 16,167.26	\$ 16,652.28	\$ 17,151.85
Park Branch Library	\$ 16,167.26	\$ 16,652.28	\$ 17,151.85
Police Headquarters	\$ 36,470.24	\$ 37,564.35	\$ 38,691.28
Public Works	\$ 7,376.48	\$ 7,597.77	\$ 7,825.71
City Hall	\$ 16,167.26	\$ 16,652.28	\$ 17,151.85
Vista Lobos Meeting Room	\$ 6,854.25	\$ 7,059.88	\$ 7,271.67
Forest Theater Restrooms	\$ 7,736.18	\$ 7,968.27	\$ 8,207.31
Total:	\$ 253,696	\$ 261,307	\$ 269,146
Supplemental Work: See Note 3	\$ 10,000	\$ 10,000	\$ 10,000
Maximum Not To Exceed	\$ 263,696	\$ 271,307	\$ 279,146
Monthly Rate w/o Supplementals	\$21,141.33	\$21,775.58	\$22,428.83

Notes:

Total Includes Comprehensive / Detail Cleaning of Public Restrooms and Includes all labor and labor-related costs, management and supervision, consumable supplies, cleaning supplies, equipment, restroom detail cleaning, miscellaneous costs, overhead and profit

1

Actual rates for FY 2023/24 and 2024/25 will be based on the actual CPI of the San Francisco/Oakland Bay Area.

2

The Preliminary Estimates in the table reflect a 3% increase each fiscal year.

3

Supplemental Work to be billed at \$30/hour, with a 4-hour minimum

Exhibit C - Schedule: Frequency of Janitorial Services per Building



City of Carmel-by-the-Sea

Restrooms	Frequency	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
* Del Mar	3xs Daily / 7 days per wk	X	X	X	X	X	X	X
* Piccadilly	3xs Daily / 7 days per wk	X	X	X	X	X	X	X
* Davendorf	3xs Daily / 7 days per wk	X	X	X	X	X	X	X
* Murphy Park	3xs Daily / 7 days per wk	X	X	X	X	X	X	X
* Scenic	3xs Daily / 7 days per wk	X	X	X	X	X	X	X
Forest Hill Lower	Once Daily / 7 days per wk	X	X	X	X	X	X	X
Forest Hill Upper	Once Daily / 7 days per wk	X	X	X	X	X	X	X
Forest Theater	Once Daily / 7 days per wk	X	X	X	X	X	X	X

* Note: 4xs Daily/7 days per week during Summer Season and Special Events

Buildings	Frequency	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
City Hall	3xs per wk	X		X		X		
Harris Memorial Library	3xs per wk	X		X		X		
Park Branch Library	3xs per wk	X		X		X		
Vista Lobos	Weekly				X			
Public Works Dept.	5xs per wk	X	X	X	X	X		
Police Dept.	6xs per wk	X	X	X	X	X		X



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

**July 1, 2025
ORDERS OF BUSINESS**

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Paul Tomasi, Chief of Police & Public Safety Director
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Receive a report and provide policy direction regarding the installation of additional stop signs at intersections within the commercial district (Estimated time - 45 min)

RECOMMENDATION:

Receive a report and provide policy direction regarding the installation of additional stop signs at intersections within the commercial district.

BACKGROUND/SUMMARY:

In 2003, the City of Carmel-by-the-Sea contracted Higgins Associates to prepare a city-wide traffic circulation study for the purpose of evaluating traffic and safety issues throughout the City. After careful review by the Community Traffic Safety Commission (CTSC), recommendations were made to the City Council in 2005 for a phased approach to adding stop signs at intersections to the 15 intersections listed in the report. Phase one was approved by City Council in July 2005 and involved three intersections. Once phase one was completed, no additional phases of this project have been presented to council for consideration. During the past twenty years, the Community Traffic Safety Commission was changed to the Traffic Safety Committee and a few of the originally reported intersections have been modified as separate requests to the Traffic Safety Committee.

History

On February 4th, 2004, the Community Traffic Safety Commission (CTSC) received and discussed the results of the 2003 Higgins and Associates Traffic Safety Report, which included a survey of traffic flow patterns in the "Commercial District". For purpose of the study, the "commercial district" is defined as all intersections between 8th Avenue and 5th Avenue in the north-south directions and Junipero Avenue and Monte Verde Street in the east-west direction. Traffic Engineer VanHeerden recommended additional stop sign controls for intersections located in the commercial district. Her recommendation was based on her analysis of traffic collision data, and a field survey of traffic flow patterns in the commercial area. Ms. VanHeerden identified many potential vehicular and/or pedestrian conflict points throughout the commercial district.

The Community Traffic Safety Commission (CTSC) reviewed the recommendations from the report and supported additional stop sign controls in the commercial district to improve both vehicle and pedestrian safety. The CTSC left three intersections off of the recommended list provided by Higgins Associates, due

to concerns raised by staff;

- **San Carlos and Sixth and Mission and 6th Avenue:** Both intersections are next to the fire station and staff recommended leaving these intersections as two-way stops, so traffic doesn't get congested, slowing our fire and ambulance crews from responding to emergencies.
- **San Carlos and 5th Avenue:** This intersection is at the top of slight hill on a one-way street (5th Avenue). The staff's concern was that with the amount of traffic on this street with the post office there could potentially be problems with cars and trucks stopping at the top the hill and rolling backwards.

On April 15th, 2005, a staff report was presented to City Council with recommendations to convert all remaining intersections as recommended in the Higgins report. The initial recommendations by the Higgins' Associate traffic engineer are listed below. The strikeouts indicate which of the Higgins' recommendations were modified by staff or the CTSC:

1. Monte Verde & 7th Avenue (2-way to 4-way)-staff concurs with engineer
2. Lincoln Street & 5th Avenue (2-way to 4-way)-staff concurs with engineer
3. Lincoln Street & 6th Avenue (2-way to 4-way)-staff concurs with engineer
4. Lincoln Street & 7th Avenue (2-way to 4-way)-staff concurs with engineer
5. Dolores Street & 5th Avenue (2-way to 4-way)-staff concurs with engineer
6. Dolores Street & 6th Avenue (2-way to 4-way)-staff concurs with engineer
7. Dolores Street & 7th Avenue (2-way to 4-way)-staff concurs with engineer
8. ~~San Carlos Street & 5th Avenue (2-way to 4-way)-staff disagrees with engineer*~~
9. ~~San Carlos & 6th Avenue (2-way to 4-way) (deleted by CTSC)~~
10. San Carlos & 7th Avenue (2-way to 4-way)-staff concurs with engineer
11. Mission Street & 5th Avenue (2-way to 4-way)-staff concurs with engineer
12. ~~Mission Street & 6th Avenue (2-way to 4-way) (deleted by CTSC)~~
13. Mission Street & 8th Avenue (2-way to 4-way)-staff concurs with engineer
14. Monte Verde & 5th Avenue- staff recommends one stop sign -westbound
15. Monte Verde & 6th Avenue-staff recommends one stop sign-westbound

At the July 5th 2005 City Council meeting, Resolution 2005-42 was adopted for "Phase One" of the implementations of stop signs in the central business district. Council approved the conversion of three intersections as part of phase one.

- Mission Street northbound & southbound at 5th Avenue
- Dolores Street northbound & Southbound at 7th Avenue
- San Carlos Street northbound & southbound at 7th Avenue

2025 Traffic Safety Committee Report

At the May 28th 2025, Traffic Safety Committee meeting, the staff report and recommendations made in the 2003 Higgins & Associates report were reviewed and discussed. The Traffic Safety Committee is bringing this back to the City Council with updated recommendations.

Of the fifteen listed intersections listed in the 2003 Higgins & Associates report, six have been converted since the report was published, leaving nine of the recommended intersections unchanged. In reviewing

the Higgins & Associates report along with the staff recommendations, the Traffic Safety Committee agrees with continuing to convert the commercial district to four-way stop sign-controlled intersections at the following intersections.

- Monte Verde & 7th Avenue
- Lincoln Street & 5th Avenue
- Lincoln Street & 6th Avenue
- Dolores Street & 6th Avenue

The Traffic Safety Committee agrees with improving traffic and pedestrian safety in the commercial district and agrees with the staff recommendations for the following intersections, to keep these streets free of traffic congestion.

- San Carlos & 6th Avenue*
- Mission Street & 6th Avenue*

*The Traffic Safety Committee suggests adding signage to the existing stop signs on north and southbound San Carlos and Mission Street, alerting motorists that cross traffic does not stop at these two intersections.

The Traffic Safety Committee also agrees that both Monte Verde & 5th Avenue and Monte Verde & 6th, which are currently uncontrolled three-way intersections need traffic control. The Traffic Safety Committee recommends converting both of these intersections to 3-way stop sign control intersections rather than the single stop sign as recommended by the CTSC. Adding the additional stop signs at these intersections provides consistency throughout the commercial district.

The Traffic Safety Committee also took into consideration San Carlos and 5th Avenue, where the Higgins & Associates report recommended this intersection being a 4-way stop, and staff recommended the intersection remain a two-way stop.

It is the Traffic Safety Committees opinion that the dangers of rollbacks from trucks is far less of a concern in 2025 than it was in 2005 when staff made the recommendation to keep the intersection as a 2-way stop. Most trucks and passenger vehicles in 2025 are equipped with automatic transmissions, lessening the risk of a vehicle rolling backwards if required to stop heading eastbound on 5th Avenue at San Carlos Street. It is further the opinion of the Traffic Safety Committee that despite all the changes over the past years to improve the safety of the intersection, there are still complaints of confusion and unsafe driving behavior.

The Traffic Safety Committee recommends the council consider making this intersection a 4-way stop sign-controlled intersection as recommended in the 2003 Higgins & Associates Traffic Safety Report. Over the past twenty years, this intersection has been brought up multiple times during the Traffic Safety Committee meetings. Multiple attempts to improve the safety of the intersection have been made, including adding signage and painting arrows. Despite these changes this intersection continues to be reported as dangerous, with motorists being confused at the intersection and even multiple reports of wrong-way drivers down 5th Avenue, despite the signs and arrows.

Should the council adopt the Traffic Safety Committee recommendations to adds stop signs at all seven listed intersections it would require the installation of a total of sixteen (16) stop signs.

FISCAL IMPACT:

None for this action.

PRIOR CITY COUNCIL ACTION:

May 3, 2005 - Council Staff Report with recommendations from the CTSC

July 5, 2005 - Resolution 2005-42 adopted, adding stop signs at three intersections in commercial district as Phase One of a project.

ATTACHMENTS:



CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

Staff Report

July 1, 2025
ORDERS OF BUSINESS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Brandon Swanson, Assistant City Administrator
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Receive a report on the research done over the last month to explore a potential pilot program for downtown valet parking and provide direction to staff on whether to proceed with Request for Proposals (RFP) to begin the pilot program. Council will also be asked to consider whether or not to explore adjusting the City's approach to compliance with AB 413 (Daylighting Law). (Estimated time - 60 min)

RECOMMENDATION:

It is recommended that the City Council provide direction on two topics:

1. Valet Parking Pilot Program
 - a. Receive a report on the research done over the last month to explore a potential pilot program for downtown valet parking.
 - b. Provide direction on whether to proceed with a pilot valet parking program for visitors entering the central commercial district.
 - c. If authorized to proceed, direct staff to prepare and issue a Request for Proposals (RFP) to identify a qualified valet vendor.
 - d. If authorized to proceed, direct staff to return to Council with monthly updates throughout the pilot period.
2. AB 413 impacts to the number of downtown parking spaces
 - a. Provide direction to staff whether or not to explore adjusting the City's approach to AB 413 (Daylighting Law).

BACKGROUND/SUMMARY:

At its June 2025 meeting, the City Council received a report from the Mayor outlining a number of strategies to address downtown parking and traffic congestion as part of an "all-in" solution. Due to the speed at which it could be implemented and ended, Council expressed particular interest in immediately exploring the valet concept as a potentially innovative step toward intercepting visitor vehicles before they enter the central commercial district. Also at its June 2025 meeting, the Mayor discussed the impacts of AB 413 (Daylighting Law) on the number of downtown parking spaces.

1. *Valet Parking*

The valet parking program would be designed to reduce circulation and congestion by allowing visitors to drop off their cars at a designated valet stand near the top of Ocean Avenue, close to Carmel Plaza. From there, vehicles would be parked in offsite lots outside the downtown core.

Council did raise several key questions about the feasibility of such a program, requesting staff to return with further information on liability exposure, zoning compatibility, and revenue collection procedures. This report responds to those concerns and presents a framework for a pilot program, including recommended next steps.

Additionally, the valet concept has been developed in coordination with a potential complementary employee parking and shuttle program, being spearheaded by the Carmel Chamber of Commerce. That initiative could free up even more parking downtown by incentivizing employees to park outside of the commercial core and use a shuttle or golf cart to reach their workplaces. This employee shuttle program has the potential to be operated by the same company managing the professional valet service. Both efforts are part of a broader, coordinated strategy to manage downtown parking more effectively while preserving Carmel's character.

2. AB 413

Assembly Bill 413, which went into effect January 1, 2025, was enacted by the State with the goal of reducing pedestrian injuries at intersections by limiting parking at corners. In an effort to comply with State law, this resulted in the City converting many of the parking spaces in the downtown core to loading only zones, and a smaller number to strict no-parking zones. Below, are a few options discussed by the Mayor at the June 2025 meeting which could be explored if the Council wishes to consider a different approach to complying with AB 413. Council is being asked to provide direction on whether to process with exploring options.

DISCUSSION/ANALYSIS:

1. Valet Parking Pilot Program

Valet Parking Pilot Structure

The proposed pilot program would:

- Operate from a staging area at the top of Ocean Avenue on the east side of Carmel Plaza.
- Offer professional valet service to visitors to intercept traffic before it enters the downtown core.
- Utilize portions of offsite parking lots on City-owned properties (e.g., Vista Lobos, Sunset Center), as well as privately held lots made available through partnership agreements.

Several of the City owned properties could play a key role in this pilot program when considered somewhat "outside of the box". For example, use of the Public Works lot after hours has promising potential. Another interesting option is the potential expansion of the Forest Theater parking lot which could not only serve to provide additional off-street parking during shows, but could add to the inventory of valet spots. Of course, each option must also be analyzed for potential impacts to surrounding uses, including residences.

In addition to City properties, the Mayor has engaged with various property owners on the periphery of the commercial district—including churches and other institutions—who have expressed interest in making portions of their lots available for valet use, particularly during off-peak hours such as weekdays when their parking demand is minimal.

Revenue Collection & Vendor Compensation

Based on research conducted by the City's Finance Manager, the most secure and transparent approach is for the City to collect all parking revenue directly and pay the selected vendor an agreed upon fee. This avoids issues with third-party collections and ensures compliance with municipal financial standards. The City currently has the technology in place to collect parking fees electronically.

Insurance & Risk

Per the City's broker (Alliant), and supported by legal review from the City Attorney:

- The City's existing \$50 million coverage (combined) liability policies can fully cover operations related to valet parking if the proper contracts and insurance requirements are put in place.
- The recommended vendor requirements include (would be part of an RFP):
 - \$2 million Commercial General Liability / \$4 million aggregate
 - \$1 million Garagekeepers Legal Liability
 - \$1 million Workers' Compensation and Employer's Liability
 - Optional Crime Insurance (if vendor collects funds)
- Conclusion: There are limited insurance or legal risk barriers to proceeding with a pilot program if the proper vendor requirements are put in place.

Zoning Considerations

Following a Zoning analysis by Planning Staff to review the Municipal Code and Circulation Element of the General Plan, it was confirmed that no zoning or land use conflicts would prevent the proposed valet staging and offsite parking operations. The Municipal Code has no specific sections on valet parking and none of the parking restrictions would disallow municipal valet parking. In fact, some sections of the General Plan Circulation Element could be interpreted to promote creative solutions to parking issues. Bike, Pedestrian, Shuttle, and Public Transportation programs are encouraged, but valet parking is not mentioned specifically. However, the Circulation Element specifically calls out the potential for employee parking shuttles and remote parking as creative ways to free up potential parking spots. Based on staff analysis, a valet parking program could be supported based on the objectives and policies of the General Plan Circulation Element.

Chamber Partnership and Employee Parking

Parallel to the valet program, the Chamber is exploring an Employee Parking and Shuttle Program, with the following goals:

- Reduce downtown congestion by relocating employee parking
- Incentivize participation through monthly raffles, recognition programs, and transportation subsidies
- Utilize shuttle loops or golf carts during peak business hours
- Collect usage data to inform long-term planning

This two-pronged strategy—intercepting visitor vehicles through valet service and relocating employee vehicles via Chamber-coordinated efforts—has the potential to significantly reduce vehicular circulation downtown. The employee parking and shuttle program may be able to be woven into an RFP for a professional valet and parking management company.

Valet Parking Next Steps:

-
If Council provides direction to proceed, staff will:

- Finalize and issue an RFP for valet vendors, potentially to include a downtown employee shuttle program.
- Work with legal counsel to incorporate all risk management provisions in vendor contracts.
- Collaborate with the Chamber on business outreach and communication.
- Continue discussions with private property owners to secure supplemental parking locations.
- Return to Council monthly with progress updates, performance metrics, and operational feedback.

2. AB 413 Alternate Approach

-
As discussed at the June 2025 Council meeting, AB 413 does allow for alternate approaches. However the first step in exploring these approaches requires engaging a professional Traffic Engineer and conducting an assessment of the downtown area. Considerations include traffic speeds, stopping distances, sight lines, and other site specific characteristics that play a role in pedestrian safety. If an analysis from a professional traffic engineer yielded options to take an alternate approach to compliance with AB 413, there may be the potential to reclaim “regular” parking spaces downtown (not loading zone). The number of spaces that could be reclaimed is unknown without the analysis of a professional traffic engineer.

Council is being asked to provide direction to staff on whether or not to engage a professional Traffic Engineer to analyze the downtown core, and determine if there are alternate approaches to comply with AB 413 that could yield additional parking spaces. Based on preliminary research conducted by the Mayor, some of the approaches that could allow for reclaimed parking spaces might include:

- Reducing the downtown core speed limit to 15 mph (justified in part by more stop signs)
- Reconfiguring loading zones to accommodate smaller vehicles
- Moving timed parking to mid-block for better business access
- Adjusting oversized spaces to increase capacity

If Council provides direction to proceed with engaging a professional Traffic Engineer, staff will:

- Proceed with securing a Traffic Engineer to work with City staff
- Begin analysis of the downtown core area
- Return to Council for monthly updates on progress

FISCAL IMPACT:

Valet Pilot Program

-
At this early stage, costs are limited to staff time and potential outreach. Since a pilot program would be expected to generate revenue, staff anticipates that operational costs could be fully offset.

AB 413

-
The costs of engaging a Traffic Engineer are unknown at this point, but are anticipated to be less than \$20,000.

PRIOR CITY COUNCIL ACTION:

Council received a presentation and discussed parking management options at their June 2, 2025 meeting.

ATTACHMENTS:



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

July 1, 2025
ORDERS OF BUSINESS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Paul Tomasi, Chief of Police & Public Safety Director
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	Receive an Ad Hoc Report on the spacing requirements and needs list previously provided by Staff and Indigo and provide direction on the Police and Public Works Building Project. (Estimated time - 30 min)

RECOMMENDATION:

Receive a report on the status of the Police and Public Works Building Project and provide any updated policy guidance deemed necessary on the following topics being discussed:

1. Review and provide policy guidance on the existing needs analysis, including the Ad Hoc Committee's proposed new spacing requirements.
2. Determine if the City Council is interested in exploring the "tear down and rebuild option" as previously discussed at the February 10th, 2025 meeting, or if retention of the existing building and a substantial remodel is preferred.
3. Provide direction to staff on whether to continue with Indigo as the architecture firm or to explore other options.

BACKGROUND/SUMMARY:

At the March 27th Special City Council Meeting, Staff presented a status report on the Carmel Police and Public Works Building Project. At the conclusion of the report, the Council elected to form an Ad Hoc Committee composed of Mayor Byrne and Council Member Baron with support from staff. The Ad Hoc was tasked with taking a closer look at the Needs Analysis provided by Indigo as well as the spacing requirements needed for the Police and Public Works project. An emphasis was made to focus on the needs analysis and determining what is required and what could be considered discretionary.

Over the past three months, multiple meetings have been held by the Ad Hoc Committee to review the program needs analysis for both the Police and public Works functions. The group focused on analyzing the spacing requirements made by Indigo as well as justifying the needs for each department.

The **Attachments 1 & 2** include the original needs analysis prepared by Indigo with updated columns to show the progression of changes made by the Ad Hoc and staff over the life of this project. Both the

Police and Public Works spacing requirements identify the existing total spacing, as well as the proposed spacing by indigo, the modified spacing requirements from the March 27th 2025 meeting, and the Ad Hoc Committees updated spacing requirements after working with staff.

Through the Ad Hoc Committee's work, several spacing changes have been made and the overall footprint of the building and parking has been reduced significantly. One consideration that was made during the Ad Hoc meetings was the need to incorporate off-street parking spaces for staff to reduce the impact of on-street parking. The adjustments provided in this presentation do not consider additional parking needs for staff working in both departments.

The Ad Hoc Committee also took into consideration Council's comments from the March 27th Meeting and focused on reducing spacing needs and working to fit all the needs for both department's functions on the existing location.

The following is a breakdown of the overall spacing changes made through the Ad Hoc Committee meetings. Further details of each element of the spacing requirements can be found in the included attachments.

Police Function: (Building) - Interior Space

<u>NET AREA</u>	<u>GROSS AREA</u>
Existing Total: 5974 sq. ft.	7800 sq. ft.
Indigo Recommended: 11,925 sq. ft.	17,190 sq. ft.
Ad Hoc Recommended: 6260 sq. ft.	7260 sq. ft.

Changes in spacing in this area included the removal of the police firing range, reduced sizing of offices and the elimination of additional offices determined to be not essential.

Police Function: (Site Space) - Exterior Space

<u>NET AREA</u>	<u>GROSS AREA</u>
Existing Total: 17,180 sq. ft.	23,000 sq. ft.
Indigo Recommendation: 22,543 sq. ft.	24,125 sq. ft.
Ad Hoc Recommended: 10,900 sq. ft.	(determined by size of plaza)

A major portion of the Ad Hoc recommended area includes 9000 sq. ft for staff and police vehicle parking. The rest is for ADA access ramp, Kennels, and Storage.

Public Works Function: (Building) - Interior Space

<u>NET AREA</u>

Existing Total: 4165 sq. ft.

Indigo Recommendation: 6018 sq. ft.

Ad Hoc Recommended: 3650 sq. ft.

Changes in spacing involve the reduction in room sizes and the elimination of non-essential office space.

Public Works Function: (Site Space) - Exterior Space

NET AREA

Existing Total: 32,660 sq. ft.

Indigo Recommended: 26,422 sq. ft.

Ad Hoc Recommended: 22,206 sq. ft.

Changes in Site Spacing include the removal of Log Storage and reductions in Operations Space. In doing so we also eliminate the need for a Corporation Yard.

The Ad Hoc Committee is presenting these updated spacing needs analysis to help guide the next set of council decisions on the Police and Public Works Building Project.

In the 2023 Assessment report and at the March 27th 2025 Special Council meeting several major deficiencies were also identified with the building. These structural and Mechanical deficiencies should also be considered in the future decisions made by council regarding this project. The improvements needed to address these deficiencies include:

- Site Accessibility
- Site Drainage to include repairing leaks into the building from roofs and patio
- Earthquake retrofitting
- Replacement of the Boiler and HVAC System
- Replacement of the existing Fire Alarm System
- Replacement of the aging Plumbing System
- Replacement of the Electrical Systems impacted by water intrusion

The Ad Hoc Committee and Staff are seeking guidance from the council on the next steps of this project. Direction is needed on the following items:

1. Is Council comfortable with the spacing requirement changes provided by the Ad Hoc Committee?

2. Does Council want to explore the “tear down and rebuild option” as previously discussed at the February 10th, 2025 meeting, or is retention of the existing building and a substantial remodel preferred?
3. Provide direction to Staff on whether to continue with Indigo as the architecture firm or to explore other options.

FISCAL IMPACT:

None for this action.

PRIOR CITY COUNCIL ACTION:

December 2022, City Council appoints Police Building AD Hoc Committee.

June 2023, City Council approved a Professional Services Agreement with Indigo Architects to assess the current building systems and develop recommended programs for an adequate police facility.

January 2024, City Council study session to receive public comments and direction moving forward on developing schematic designs.

February 2025, City Council met to receive an updated report on the Police and Public Works Building project.

March 2025, City Council received an Updated report on the Police and Public Works Building Project.

ATTACHMENTS:

Attachment 1) Public Works Draft Program

Attachment 2) Police Department Draft Program

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CARMEL PUBLIC WORKS BUILDING SPACE USE: EXISTING, INDIGO 1, INDIGO 2, AND CURRENTLY RECOMMENDED

SITE					Staff Commentary/Description	Ad Hoc Recommended
	SPACE	EXISTING	INDIGO 1	INDIGO 2		
		TOTAL SF	TOTAL SF	TOTAL SF		
A. PUBLIC		450	530	380	New Total	380
	LOBBY	350	360	280		280
	COUNTER	100	100	100		100
	UNISEX RESTROOM	0	70	0		0
B. ADMINISTRATION		520	520	750	New Total	350
	DIRECTORS OFFICE WITH CLOSET	250	250	280		150
	ADMINISTRATIVE COORDINATOR	170	170	280		100
	ADMINISTRATIVE ANALYST	100	100	150		100
C. FACILITY MAINTENANCE		200	200	185	New Total	120
	FACILITIES MAINTENANCE SUPERVISOR	200	200	185		120
	FACILITIES MAINTENANCE SPECIALIST	0	0	0		0
D. PROJECT MANAGEMENT		390	390	455	New Total	285
	PROJECT MANAGER	170	170	162		100
	PROJECT MANAGER	120	120	162		100
	PLAN LAYOUT AREA & STORAGE	100	100	132		85
E. ENVIRONMENTAL PROGRAMS		270	470	505	New Total	100
	ENVIRONMENTAL PROGRAMS MANAGER	170	170	162		100
	ADMIN TECHNICIAN (3)	100	300	255	Provided in G. ADDITIONAL SPACES	
	LAB	50	50	88		
					Attachment 1	
F. FOREST, PARKS, & BEACH		340	270	409	New Total	150
	CITY FORESTER	170	170	162		150
	ASSISTANT CITY FORESTER	100	100	162		0
	PERMIT TECHNICIAN	70	70	85		0
	TREE CLIMBER & CARE SPECIALIST	0	0	0		
	MAINTENANCE WORKERS	0	0	0		
G. ADDITIONAL SPACES		0	0	672	New Total	500
	OFFICE (1)	0	0	162		100
	OPEN OFFICE (6)	0	0	510		400
H. STREET MAINTENANCE		290	120	315	New Total	200
	PW SUPERINTENDENT	170	170	192		100
	STREETS SUPERVISOR	120	120	123		100
I. SHARED SPACES		1,405	1,620	2,092	New Total	1265
	OFFICE SUPPLIES, COPY AREA, MAIL	200	200	144		120
	OFF-SITE MAIL ROOM	100	0	0		0
	VOLUNTEER STORAGE	100	100	65		
	ALL GENDER LOCKER ROOM W/CHANGING ROOM	35	700	852		500
	DEPARTMENT MEETING ROOM	0	0	0		0
	EXECUTIVE MEETING ROOM	250	250	257		0
	FIELD STAFF MEETING	350	0	0		0
	BREAK ROOM	300	300	355		350
	LACTATION/RELAXATION ROOM	70	70	101		70
	RESTROOMS	350	350	318		200
	LAUNDRY SPACE - STORAGE FOR PICK UP	25	25	0		25
J. SERVICE/UTILITY		300	300	255	New Total	300
	JANITOR CLOSET	50	50	41		50
	IT SERVICE ROOM	50	50	55		50
	MECHANICAL ROOM	100	100	66		100
	ELECTRICAL ROOM	100	100	93		100
TOTALS						
	TOTAL SQUARE FOOTAGE	4,165	4,420	6,018		3,650

CARMEL PUBLIC WORKS BUILDING YARD SPACE: EXISTING, INDIGO 1, INDIGO 2 AND CURRENTLY RECOMMENDED					
DIVISION				Staff Commentary/Description	Ad Hoc Recommended
	SPACE	EXISTING	INDIGO 1	INDIGO 2	
		TOTAL SF	TOTAL SF	TOTAL SF	
K. PUBLIC PARKING		1,330	7,690	5,203	New Total 0
	VISITOR PARKING	500	6,000	4,212	0
	VISITOR ACCESSIBLE PARKING	800	1,600	886	0
	BIKE PARKING	30	90	105	0
L. STAFF PARKING		1,830	0	0	New Total 0
	ADMIN PARKING	500		0	0
	FIELD PARKING	500		0	0
	ACCESSIBLE PARKING	800		0	0
	BIKE PARKING	30		0	0
M. PUBLIC WORKS VEHICLE PARKING		4,500	11,800	11,516	New Total 9000
	PARKING, CARS, AND PICK UPS (14)	500	7,000	4,905	5000
	HIGH RANGER BAY	800	800	6,611	800
	BACKHOE BAY/AWNINGS	800	800	0	800
	LOADER BAY/AWNING	800	800	0	800
	SWEEPERS (2)	800	1,600	0	800
	TRUCK DELIVERIES (PARTS)	800	800	0	800
N. WORKSHOP/FABRICATION		3,700	3,700	3,967	New Total 3700
	WOOD SHOP	400	400	440	400
	PAINT SHOP BUILDING	400	400	915	400
	WELDING SHOP	400	400	336	400
	FACILITIES SHOP	400	400	262	400
	SIGN SHOP	400	400	308	400
	TOOLS STORAGE AREA	400	400	227	400
	MATERIALS STORAGE - STREETS	400	400	336	Attachment 1 400
	FORESTRY STORAGE	200	200	603	200
	IRRIGATION SUPPLIES	200	200	0	200
	NURSERY STORAGE	500	500	540	500
O. FLEET MAINTENANCE & STORAGE		3,300	2,500	2,530	New Total 3300
	FLEET MAINTENANCE SHOP W/STORAGE	2,000	2,000	1,984	2000
	WASH BAY TRUCKS & EQUIPMENT	800	0	0	800
	WASH BAY (2)	500	500	546	500
	FUELING	0	0	0	0
	GASOLINE	0	0	0	0
	DIESEL	0	0	0	0
	ELECTRIC CHARGING	0	0	0	0
P. YARD SPACE		18,000	15,000	3,206	New Total 6206
	OPERATIONS SPACE	15,000	15,000	2,206	2206
	GENERATOR	400	400	1,000	400
	MAINTENANCE PARTS & MATERIAL SPACE	400	400	262	400
	TRASH ENCLOSURE	300	300	102	300
	COVERED STORAGE	400	400	400	400
	SAND	500	500	500	500
	GRAVEL	500	500	500	500
	MULCH	0	0	0	1000
	LOGS	0	0	7,108	0
	HAZARDOUS MATERIALS STORAGE	500	500		500
	OFFICE & RESTROOM				0
TOTALS					
	TOTAL SQUARE FOOTAGE	32,660	40,690	26,422	22,206

DRAFT

CARMEL POLICE SITE SPACE USE: EXISTING, REQUIRED, AND WANT

2024-10-22

SITE					Staff Commentary/Description	AD Hoc SF
	SPACE	EXISTING	Indigo 1	WANT	Indigo 2	
		TOTAL SF	TOTAL SF	TOTAL SF	TOTAL SF	
PUBLIC PARKING		10,560	4,600	0	10,516	New Total1000
	VISITOR PARKING	0	1,000	0	4,212	
	VISITOR ACCESSIBLE PARKING	0	800	0	886	
	PUBLIC PLAZA	9,350	800	0	4,418	
	BUILDING ACCESS RAMPS, ETC	0	2,000	0	900	These would be an ADA requirement with any remodel or rebuild900
	NON-ACCESSIBLE ACCESS STAIRS, ETC	1,210	0	0	100	These would be an ADA requirement with any remodel or rebuild100
SECURE SWORN & STAFF PARKING		0	4,400	5,300	3,377	New Total9000
	STAFF PARKING	0	0	2,500	0	5-6 Police Personnel Park daily on the street- Providing this space would free up parking for residents/guests.4000
	STAFF ACCESSIBLE PARKING	0	0	800	0	
	PATROL PARKING	0	3,000	0	3,077	Additional space needed for police vehicles (City Vehicles), existing lot isn't big enough for all vehicles. existing space requires 3-4 vehicles to be parked on street. Adding a gate would create secure space for vehicles5000
	OTHER FULL-SIZE SPACES	0	500	2,000	0	
	COMPACT SPACES FOR METERING	0	900	0	0	
	BUILDING ACCESS RAMPS, ETC	0	0	0	0	
	MOTORCYCLE PARKING	0	0	0	300	***Included on next page (Garage)****
NON-SECURE STAFF PARKING		3,950	0	0	2,000	New Total0
	MIXED PARKING	3,950	0	0	2,000	***See above (Secure Sworn & Staff Parking)****0
SALLY PORT		0	0	1,520	0	Attachment 2New Total200
	FENCED VEHICLE PULL-IN/ PULL-THROUGH	0	0	500	0	
	PATROL BIKE GARAGE	0	0	240	0	***Included on next page (Garage)****
	EVIDENCE BIKE ENCLOSURE	0	0	240	0	Stroage areas needed for large evidence items200
	K-9 KENNELS	0	0	540	0	**** See below****
OTHER POLICE SITE USE		2,670	2,000	3,000	6,650	New Total700
	LANDSCAPING	2,000	2,000	0	6,278	
	STORAGE & KENNELS (NON-SECURE)	670	0	0	372	Space needed for both Live & Deceased animal storage700
	SECURE COURT FOR STAFF	0	0	1,500	0	
	PASSANGER DROP-OFF	0	0	1,500	0	
TOTALS						
	NET SITE AREA	17,180	11,000	9,820	22,543	10,900
	EFFICIENCY	75%	75%	75%	93%	
	GROSS AREA (ROUNDED)	23,000	25,400	22,100	24,125	

DRAFT

CARMEL POLICE BUILDING SPACE USE: EXISTING, REQUIRED, AND WANT

2024-10-22

DIVISION						Staff Commentary/Description	Ad Hoc SF
	SPACE	EXISTING	INDIGO 1	WANT	INDIGO 2		
		TOTAL SF	TOTAL SF	TOTAL SF	TOTAL SF		
PUBLIC		210	2,130	1,090	1,945	New Total	1090
	LOBBY	210	360	260	360	Lobby is essential for patrons to access the front desk, obtain information and resources.	260
	UNISEX RESTROOM	0	70	70	86	There currently isn't a restroom available for the public. Nearest one is Devendorf park.	70
	PERSONNEL SALLY PORT	0	100	0	0	***Removed***- Not essential to operations	
	SOFT INTERVIEW ROOM	0	140	100	139	Space would be used to interview victims of crimes and a	100
	LIVE SCAN ROOM	0	80	0	0	***Removed*** Placed in lobby	
	MULTI-PURPOSE LARGE MEETING RM	0	1,080	500	1,066	Room to serve as a large briefing room for major city events like Car Week, an Emergency Operations Center, and a Community Room	500
	MPR STORAGE ROOM	0	200	80	179	Closet Space to store chairs, tables, equipment for Room	80
	EOC STORAGE CLOSET	0	100	80	115	Closet space to store Emergency Operations Center Supplies	80
ADMINISTRATION		216	635	380	880	New Total	175
	CHIEF'S OFFICE W/ CLOSET	174	250	175	284	Same size as existing. Enough room to meet with 3-4 other people and for confidential conversations.	175
	DEPUTY CHIEF'S OFFICE				222	***Removed*** This isn't a position in our staffing	0
	ADMIN OPEN OFFICE	0	90	0	64	***Removed*** This isn't a position in our staffing	
	EXECUTIVE CONFERENCE ROOM	0	250	160	245	***Removed*** Multipurpose Room can function as a Conference Room	
	STORAGE ROOM	42	45	45	65	***Removed*** Storage found in other areas	
RECORDS		0	180	90	496	New Total	90
	RECORDS OPEN OFFICE	0	90	0	496	***Removed*** Records Closet in	
	SECURE FILE STORAGE ROOM	0	90	90	0	Police. Although a lot of records are now stored	90
DISPATCH		381	340	369	642	New Total	369
	OPEN OFFICE	381	340	225	280	A 15x15 room would be sufficient for two police	225
	SUPERVISOR OFFICE			144	123	A dispatch supervisor office is needed to conduct	144
	REST AREA				239	supervisor business. The supervisor is responsible for	
COMMUNITY SERVICES & CODE ENFORCEMENT		0	270	180	315	New Total	180

	OPEN OFFICE (SHARED W/ RECORDS?)	0	270	180	315	This includes area for Animal Control and Parking Officers to work, store equipment & supplies.	180
	TRAFFIC	0	0	194	166	New Total	0
	STORAGE	0	0	50	0		
	TRAFFIC AND EVENTS COORDINATION			144	166		
	COMMUNITY ENGAGEMENT	0	340	190	121	New Total	190
	OPEN OFFICE	0	90	0	0		
	STAGING SPACE (IN OPEN OFFICE)	0	160	0	0		0
	COMMUNITY ROOM	0	0	0	0		
	STORAGE	0	90	90	121	engagement items.	90
	V.I.P. ROOM	0	0	100	0	supplies and have small lockers or cubbies to hold their	100
	INVESTIGATIONS	104	410	388	135	New Total	144
	DETECTIVE OFFICE	104	120	144	135	conduct investigations. Detectives handle sensitive cases	144
	INVESTIGATIONS SERGEANT	0	90	0	0		
	SOFT INTERVIEW ROOM	0	0	144	0	Already in Lobby -Used for victims- (See Lobby)	
	INTERVIEW ROOM	0	120	100	0	In Booking area and used for suspects-(See Booking)	
	INTERVIEW MONITOR ROOM	0	80	0	0	Moved to Booking Area	
	CRIME ANALYST OFFICE	0	0	0	0		
	SECURE FILE ROOM	0	0	0	0		
	INVESTIGATIONS CONFERENCE RM	0	0	0	0		
	INTERNAL AFFAIRS	0	0	60	0	New Total	0
	DOCUMENT STORAGE	0	0	60	0		
	RECRUITMENT & FACILITIES (INCL. CADETS & VOLS)	0	0	382	0	New Total	140
	TRAINING ROOM	0	0	242	0		
	RECRUITMENT STORAGE	0	0	50	0	A closet for police equipment is needed. Equipment for this is a janitor closet needed for storage of cleaning supplies.	50
	FACILITIES STORAGE	0	0	90	0		90
	CADETS & VOLUNTEER SPACE	0	0	0	0		
	PATROL	500	970	1,058	1,299	New Total	1058
	STAFF ENTRY	0	90	0	495		0
	DUTY WATCH OFFICE W/ CLOSET	114	120	0	0		
	COMMANDER'S OFFICE	113	0	144	0	The police commander needs an office to conduct daily sergeants need privacy for conducting performance	144
	SERGEANT'S OFFICES	0	180	144	256	A space large enough for computer desks, shift briefing	144
	REPORT WRITING/ BRIEFING ROOM	273	400	400	311	A closet is needed to store all the equipment removed from a patrol vehicle when it gets to the garage for maintenance.	400
	VEHICLE EQUIPMENT STORAGE			90	135	A small closet where patrol officers can store their duty bags, rain gear, etc.	90
	PATROL KIT LOCKERS	0	90	90	0	Small room to hold weapons for department patrol officers.	90
	ARMORY	0	90	90	0	Additional storage for excess police equipment.	90
	POLICE EQUIPEMT STORAGE			100	102	Uniforms, jackets, cameras, AED's, traffic monitoring	100
	JUVENILE WAITING	0	0	0	0	This is provided with the lobby interview room.	

FIRING RANGE		2,070	2,070	1,850	2,084	New Total	0
	25-YARD RANGE	1,850	1,850	1,850	1,766	The shooting range is desirable by the police department but it is also understandable that other	
	FOUR STALLS	175	175	0	136	***Removed***	
	CLEANING ROOM	45	45	0	182	***Removed***	
SWAT		0	0	244	107	New Total	144
	STAGING AREA	0	0	100	0	***Removed***	
	CERT EQUIPMENT STORAGE			144	107	Room needed for CERT response equipment. Currently in two closets at Vista Lebes	144
STAFF		724	1,440	1,460	1,565	New Total	1220
	BREAK ROOM	250	250	250	244	Area needed for police personnel to eat and take a	250
	PHYSICAL TRAINING/ GYM	0	420	300	514	Space needed for physical wellness for officers. This job	300
	ALL-GENDER LOCKER ROOM	0	700	700	477	Locker room is needed for officers to change for shirts, shower and store equipment	600
	MEN'S LOCKER ROOM	230	0	0	0		
	WOMEN'S LOCKER ROOM	201	0	0	0		
	UNISEX SHOWER W/ TOILET	43	70	70	300	Toilets are a must, showers -especially if there is a gym but also for decontamination	70
	BUNK ROOM/ QUIET ROOM	0	0	90	0	***Removed***	
	LAUNDRY PICK-UP SPACE	0	0	50	30	***Removed***	
BOOKING		81	190	320	310	New Total	250
	INTAKE ROOM	81	120	120	0	Small room to process suspects. This room can also	120
	SOFT INTERVIEW ROOM	0	0	0	0	This is a room for victims or crimes to be interviewed.	
	HARD INTERVIEW ROOM	0	0	0	164	This room is for suspect interviews. We have had the	
	INTERVIEW MONITOR ROOM	0	0	80	75	A small room on or in the booking/holding room where	60
	BOOKING TOILET	0	70	70	71	A toilet is needed when suspects have to relieve	70
	TEMPORARY HOLDING CELL	0	0	0	0	Not needed if the booking room is large enough to	
	SECURE STORAGE	0	0	50	0	***Removed*** located in patrol under secure storage	
	TESTING	0	0	0	0		
PROPERTY		384	1,420	720	1,426	New Total	620
	EVIDENCE PREPARATION	0	120	0	129	Removed this is included in Evidence Processing	
	EVIDENCE PROCESSING	0	200	120	141	A space where officers can safely process and package	120
	MAIN STORAGE	315	900	400	991	A space large enough for all the evidence we take in.	400
	HIGH VALUE STORAGE	69	100	100	165	A separate space within the evidence room where we	100
	COLD STORAGE	0	100	0	0	***Removed*** refrigerator sufficient	
	EVIDENCE TECH OFFICE	0	0	100	0	***Removed*** space in evidence room sufficient	
EMERGENCY OPERATIONS		641	0	0	0	New Total	0
	MAIN E.O.C. SPACE	291	0	0	0	Already achieved with Multi-Purpose room on lobby (See Public)	
	OPEN OFFICE	97	0	0	0	Already achieved in Multi-purpose room (see Public)	
	COMMAND CONF RM W/ CLOSET	179	0	0	0	Already achieved in Multi-purpose room (see Public)	
	E.O.C. STORAGE	74	0	0	0	Already achieved in Multi-purpose room (see Public)	
GARAGE		190	500	200	0	New Total	200

Attachment 2

	MOTORCYCLE BAY	190	260	200	0	Space is needed for two motorcycles and two electric bicycles	200
	E-BIKES	0	240	0	0	***Motorcycle Bay to accomodate***	
	INFORMATION TECHNOLOGY	132	220	130	241	New Total	150
	TRAINING CLASSROOM	0	0	0	0		
	TRAINING STORAGE	0	0	0	0		
	IT MANAGER'S OFFICE	0	90	0	0		
	SERVER ROOM	98	130	130	241	IT request -room large enough to expand city-wide server system	150
	ALARM ROOM	34	0	0	0		
	SERVICE/ UTILITY	341	140	140	193	New Total	240
	JANITOR CLOSET	40	50	50	50	Janitor closet.	50
	MECHANICAL ROOM	301	0	0	31		100
	ELECTRICAL ROOM	0	90	90	112	IT/PW request	90
	TOTALS						
	NET AREA	5,974	11,255	9,445	11,925		6260
	EFFICIENCY	77%	70%	70%	69%		
	GROSS AREA (ROUNDED)	7,800	16,100	13,500	17,190	w/ hallway space added	7260



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

July 1, 2025
PUBLIC HEARINGS

TO:	Honorable Mayor and City Council Members
SUBMITTED BY:	Brandon Swanson, Assistant City Administrator
APPROVED BY:	Chip Rerig, City Administrator
SUBJECT:	First reading and introduction of Ordinance No. 2025-003 Adding Section 2.52.686 – (Paid Parental Leave) to the Carmel-by-the-Sea Municipal Code (Estimated time - 20 min)

RECOMMENDATION:

1. Request the City Attorney to read the title of the ordinance
2. Introduce Ordinance 2025-003 (**Attachment 1**) adding section 2.52.686 - Paid Parental Leave, to the Carmel-by-the-Sea Municipal Code; and schedule a second reading of the Ordinance for the next Council meeting.

BACKGROUND/SUMMARY:

The City of Carmel-by-the-Sea is committed to maintaining a supportive and competitive work environment. In line with this commitment, City Administration is proposing the codification of a Paid Parental Leave (PPL) policy to enhance the City's employee benefits.

City Administration believes that Paid Parental Leave is a vital benefit for supporting our current employees and for enhancing our recruitment efforts, particularly among younger professionals and individuals looking to relocate to the Monterey Peninsula.

At their June, 2025 hearing, the City Council considered a first draft of a paid parental leave policy. The Council was supportive of the policy as a benefit for employees. Council directed staff to return with a revised policy that most notably increased the leave duration from six weeks to eight weeks, and made it clear that the PPL would run concurrently with other leave allowances such as FMLA and CFRA.

Summary of proposed policy:

The proposed ordinance would add Section 2.52.686 to the Municipal Code and establish the following framework for Paid Parental Leave:

- Eligible employees must have completed 12 months of full-time employment with the City.
- Qualifying events include the birth, adoption, or foster placement of a child.
- Eligible employees may receive up to eight (8) weeks (320 hours) of paid leave per event, available once in a 12-month rolling period (prorated for part-time employees).

- Leave may be used at any time within 12 months of the qualifying event.
- Leave can be taken consecutively or in minimum 40-hour increments.
- Paid Parental Leave will run concurrently with FMLA and CFRA.
- This leave has no cash-out value, and any unused leave expires after 12 months.
- Requests must be submitted to Human Resources with 30 days' notice or as soon as possible.
- PPL is not reduced by State or Federal benefits (e.g., State Disability Insurance or Paid Family Leave); it may supplement partial wage replacement up to full pay and extend leave beyond FMLA/CFRA's 12 weeks, up to a maximum of 16 weeks.
- Observed City holidays during the leave period will count toward the leave time.
- The City Administrator retains discretion over policy interpretation and implementation.
- In the event new federal, state, local laws expand or introduce new parental leave benefits, the City will review this policy and may seek modification through City Council.

ANALYSIS:

Attracting and Retaining Talent

This policy positions the City as an attractive employer to top-tier talent—particularly younger professionals—who increasingly prioritize family-supportive benefits when considering job opportunities. With the high cost of living in the Monterey Peninsula, attracting candidates within the region is critical, and robust benefits like PPL can be a deciding factor.

Workforce Diversity and Inclusivity

Providing Paid Parental Leave demonstrates the City's commitment to fostering a diverse and inclusive workforce. It aligns with modern workforce expectations and supports employees through major life transitions, ultimately contributing to job satisfaction and retention.

Competitive Advantage

Carmel-by-the-Sea would be the only city in the Monterey Peninsula area to offer Paid Parental Leave as a codified benefit. This gives the City a distinct and meaningful advantage in regional government hiring, distinguishing it as a progressive and family-friendly employer.

Support for Existing Staff

While the benefit was not prioritized by LiUNA members during labor negotiations, City Administration recognizes the value this benefit brings to current employees and views it as an important investment in workforce stability and employee well-being.

City Operations

The proposed 16-week cap on PPL ensures support for employees while also making sure City operations run smoothly. In addition to this PPL leave, birthing mothers remain eligible for additional leave under Pregnancy Disability Leave, which provides up to four months of leave for pregnancy-related disabilities. This balance provides support to employees while also protecting the City's ability to operate effectively.

FISCAL IMPACT:

Based on an assumption that the benefit would be used on average by one employee per year, the associated accrual liability of carrying the balances with a potential payout would be around \$15,000.

PRIOR CITY COUNCIL ACTION:

Council held a first reading and introduction of this Ordinance at their regular meeting on June 3, 2025 and directed staff to come back with changes.

ATTACHMENTS:

Attachment 1) Draft - Ordinance 2025-003 - Paid Parental Leave

**CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL**

ORDINANCE NO. 2025-003

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA ADDING SECTION 2.52.686 TO THE MUNICIPAL CODE TO ESTABLISH A PAID PARENTAL LEAVE BENEFIT FOR CITY EMPLOYEES

WHEREAS, the City of Carmel-by-the-Sea seeks to support its workforce by offering modern, family-supportive benefits; and

WHEREAS, parental leave policies have been demonstrated to increase employee retention, productivity, and overall job satisfaction, while fostering a diverse and inclusive work environment; and

WHEREAS, the addition of Paid Parental Leave will help the City recruit and retain young professionals and provide a competitive advantage over other public sector employers in the Monterey Peninsula; and

WHEREAS, the City recognizes Paid Parental Leave's intrinsic value for both current employees and future hires; and

WHEREAS, it is in the best interest of the City to codify Paid Parental Leave as a municipal benefit available to eligible City employees.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council hereby finds that the above recitals are true and correct and material to the adoption of this Ordinance.

SECTION 2. Determinations. Based on the findings above, in addition to information provided to the City Council at the public meeting, the City Council determines as follows:

Municipal Code Section 2.52.686 (Paid Parental Leave) is hereby added to the City Municipal Code as set forth in **Exhibit A** attached hereto and hereby incorporated by this reference.

SECTION 3. Severability. If any section, subsection, provision, sentence, clause, phrase or word of this Ordinance is for any reason held to be illegal or otherwise invalid by any court of competent jurisdiction, such invalidity shall be severable, and shall not affect or impair any remaining sections, subsections, provisions, sentences, clauses, phrases or words of this Ordinance.

SECTION 4. **Effective Date.** This ordinance is effective thirty (30) days after its adoption.

SECTION 5. **Codification.** The City Clerk is hereby authorized and directed to codify the provisions of **Exhibit A** of this Ordinance into the Carmel-by-the-Sea Municipal Code.

INTRODUCED at a Regular City Council Meeting on June 3rd, 2025.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
on this _____ day of _____ 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Dale Byrne, Mayor

Nova Romero, MMC, City Clerk

EXHIBIT A

2.52.686 Paid Parental Leave.

Employees who have completed twelve (12) months of full-time employment with the City shall be eligible for parental leave with pay of up to eight (8) weeks, or a maximum of 320 hours of paid leave (prorated based on FTE), once per event, once per 12-month rolling time frame. The purpose of Paid Parental Leave (PPL) is to enable the employee to care for and bond with a newborn or newly adopted or placement of a foster child with the employee.

Paid Parental Leave coverage and guidelines:

- a) Approved PPL may be taken at any time during the 12 month period immediately following the birth, adoption or placement.
- b) PPL has no accrual or payout value. Any unused PPL will be forfeited at the end of the 12 month period following the birth of a child, adoption, or placement.
- c) PPL may be taken consecutively or intermittently in minimum increments of 40 hours following the birth, adoption, or placement of a child. This leave shall run concurrently with Family Medical Leave Act (FMLA)/California Family Rights Act (CFRA) and subject to the same request and reporting requirements.
- d) If observed City holidays occur while the employee is on an approved PPL, holiday/s will count towards such paid leave.
- e) The employee must submit a request to the Human Resources Department (HR) with at least 30 days in advance of their need for parental leave, or as soon as possible. The employee must complete the necessary HR forms and all documentation as required by the HR department to substantiate the request.
- f) PPL shall not be reduced by any payment received by the employee from a Federal, State or other local government agency (e.g. State Disability Insurance, Paid Family Leave). If an employee becomes eligible for such benefits, the City's PPL will be used to supplement any partial wage replacement, up to the employee's regular pay, and may extend the duration of leave beyond the 12 weeks allowed under FMLA/CFRA for a period not to exceed 16 weeks.
- g) The City Administrator has full discretion to interpret this policy. In the event that new federal, state, or local laws expand or introduce parental leave benefits, the City will review this policy and may seek modifications by bringing it to the City Council for review and approval.



CITY OF CARMEL-BY-THE-SEA

CITY COUNCIL

Staff Report

July 1, 2025
ADJOURNMENT

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Chip Rerig, City Administrator

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Correspondence Received After Agenda Posting

RECOMMENDATION:

BACKGROUND/SUMMARY:

FISCAL IMPACT:

PRIOR CITY COUNCIL ACTION:

ATTACHMENTS:

Correspondence #1 - Valet Parking_MST
Correspondence #2 - Mission Project_White
Correspondence #2.1 - Mission Project_White
Correspondence #2.2 - Mission Project_White
Correspondence #2.3 - Mission Project_White
Correspondence #2.4 - Mission Project_White
Correspondence #3 - Forest Theatre Parking_Neighbors
Correspondence #4 - Valet Parking_Schilling
Correspondence #5 - PW and PW Building_Twomey
Correspondence #6 - Valet Parking_Herzog



June 27, 2025

City Council
City of Carmel-by-the-Sea
City Hall PO Box CC
Carmel-by-the-Sea, CA 93921

RE: City Council Meeting 7/1/25 Item 6

Dear City Council:

Monterey-Salinas Transit District (MST) provides public transportation throughout Monterey County and operates multiple fixed route bus lines within the City of Carmel-by-the-Sea, including Lines 5, 91, and 94. MST appreciates the City's efforts to ease traffic congestion and to improve safe access to Carmel-by-the-Sea's downtown core. MST has reviewed Item 6 and has the following comments for your consideration:

Existing Fixed-Route Service

MST's Line 5 provides regular service to and from Carmel's downtown every 30 minutes on weekdays and can serve as an alternative travel option for employees and visitors. On weekdays:

- Line 5 departs from Monterey Transit Plaza to Carmel Rancho from 6:15 AM to 7:40 PM
- Line 5 departs from Carmel Rancho to Monterey Transit Plaza from 5:44 AM to 8:11 PM.

Line 5 also services large parking lots at Carmel Rancho, the Crossroads and Barnyard. For more information on Line 5 weekday, weekend, and holiday schedules, please visit:

<https://mst.org/routes/route-5/>

MST's Vanpool Program: An Alternative for the Commuting Workforce

In September 2022 MST partnered with Commute with Enterprise to increase vanpooling options for commuters in Monterey County. MST's Vanpool Program provides commuters with an innovative and sustainable shared mobility option through subsidized vanpooling. Employers,

Advocating and delivering quality public transportation as a leader within our community and industry.

Transit District Members Monterey County • Carmel-by-the-Sea • Del Rey Oaks • Gonzales • Greenfield • King City • Marina • Monterey
Pacific Grove • Salinas • Sand City • Seaside • Soledad **Administrative Offices** 19 Upper Ragsdale Drive, Suite 200 Monterey, CA 93940

PH 1-888-MST-BUS1 (1-888-678-2871) • FAX (831) 899-3954 • WEB mst.org

like the City, can also support their employees by contributing to the cost and making vanpooling an even more attractive option for their workforce. Please visit MST's website for more information.

MST Supports Intersection Daylighting and Regional Vision Zero Goals

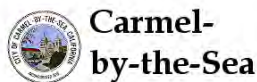
MST strongly supports efforts to daylight intersections and reduce pedestrian injuries and fatalities. These improvements align with the regional safety goals of the Transportation Agency for Monterey County (TAMC) and support the ongoing development of the Monterey County Regional Vision Zero Action Plan.

MST looks forward to supporting the City's objective of easing traffic congestion and improving safe access for visitors and commuters traveling to and from Carmel-by-the-Sea. If you have any questions regarding these comments, please do not hesitate to contact me at movermeyer@mst.org or 831-264-5877.

Sincerely,

A handwritten signature in black ink, appearing to read "Michelle Overmeyer", with a stylized flourish at the end.

Michelle Overmeyer
Director of Planning and Innovation



Nova Romero <nromero@ci.carmel.ca.us>

Fw: Historic Board Investigation Mission 2 NE of 1st

1 message

Carolyn White DDS [REDACTED]
To: Nova Romero <nromero@ci.carmel.ca.us>

Thu, Jun 26, 2025 at 4:35 PM

Hello Nova,

Thank you. The 5 attachments hold what I believe is all the information they need to make a determination about the historic nature of Mission 2 NE of 1st.

If they have any questions or feel as if something is missing, please do not hesitate to reach out to me.

Thank you,

Cari

----- Forwarded Message -----

From: Carolyn White DDS <[REDACTED]>
To: City of Carmel-by-the-Sea <bswanson-cbts.us@shared1.ccsend.com>; Mayor Dale Byrne <dbyrne@ci.carmel.ca.us>; Robert Delves <rdelves@ci.carmel.ca.us>; Jeff Baron <jbaron@ci.carmel.ca.us>; hbuder@ci.carmel.ca.us <hbuder@ci.carmel.ca.us>; Alissandra Dramov <adramov@ci.carmel.ca.us>
Sent: Wednesday, June 11, 2025 at 08:55:22 AM PDT
Subject: Historic Board Investigation Mission 2 NE of 1st

Hello Mayor, Mayor Pro Tem, Council Members, and Planning Department,

The website for our HBR is not current regarding who is on it due to the recent changes.

Planning Department, are you able to forward this email to all the members of the HRB, excluding Erik Dyar, as he must recuse himself on this particular matter?

The 5 attachments contain information about Mission 2 NE of 1st: Records from the Assessor's office, and information on Steve Crouch.

Great news: A local resident has located Steve Crouch's son; we are anticipating more information to come that may be helpful. As it turns out, Ansel Adams and Steve Crouch were friends, worked together, shared a camera, and would develop their film together inside Mission 2 NE of 1st. There are signed copies of a book that contain both of their signatures when they put together the book, *Not Man Apart*, a collaborative effort of the Big Sur coastline with Robinson Jeffers poetry, published in 1965 by the Sierra Club.

Thank you kindly,

Carolyn

5 attachments

Attachment 2

Mission	Date	Time	Location	Status	Notes	Comments
Mission 1	6/27/25	10:46 AM	Carmel-by-the-Sea	Completed	Investigation of Mission 2 NE of 1st	
Mission 2	6/27/25	11:00 AM	Carmel-by-the-Sea	In Progress	Investigation of Mission 2 NE of 1st	
Mission 3	6/27/25	11:15 AM	Carmel-by-the-Sea	Completed	Investigation of Mission 2 NE of 1st	
Mission 4	6/27/25	11:30 AM	Carmel-by-the-Sea	In Progress	Investigation of Mission 2 NE of 1st	
Mission 5	6/27/25	11:45 AM	Carmel-by-the-Sea	Completed	Investigation of Mission 2 NE of 1st	
Mission 6	6/27/25	12:00 PM	Carmel-by-the-Sea	In Progress	Investigation of Mission 2 NE of 1st	
Mission 7	6/27/25	12:15 PM	Carmel-by-the-Sea	Completed	Investigation of Mission 2 NE of 1st	
Mission 8	6/27/25	12:30 PM	Carmel-by-the-Sea	In Progress	Investigation of Mission 2 NE of 1st	
Mission 9	6/27/25	12:45 PM	Carmel-by-the-Sea	Completed	Investigation of Mission 2 NE of 1st	
Mission 10	6/27/25	1:00 PM	Carmel-by-the-Sea	In Progress	Investigation of Mission 2 NE of 1st	
Mission 11	6/27/25	1:15 PM	Carmel-by-the-Sea	Completed	Investigation of Mission 2 NE of 1st	
Mission 12	6/27/25	1:30 PM	Carmel-by-the-Sea	In Progress	Investigation of Mission 2 NE of 1st	
Mission 13	6/27/25	1:45 PM	Carmel-by-the-Sea	Completed	Investigation of Mission 2 NE of 1st	
Mission 14	6/27/25	2:00 PM	Carmel-by-the-Sea	In Progress	Investigation of Mission 2 NE of 1st	
Mission 15	6/27/25	2:15 PM	Carmel-by-the-Sea	Completed	Investigation of Mission 2 NE of 1st	
Mission 16	6/27/25	2:30 PM	Carmel-by-the-Sea	In Progress	Investigation of Mission 2 NE of 1st	
Mission 17	6/27/25	2:45 PM	Carmel-by-the-Sea	Completed	Investigation of Mission 2 NE of 1st	
Mission 18	6/27/25	3:00 PM	Carmel-by-the-Sea	In Progress	Investigation of Mission 2 NE of 1st	
Mission 19	6/27/25	3:15 PM	Carmel-by-the-Sea	Completed	Investigation of Mission 2 NE of 1st	
Mission 20	6/27/25	3:30 PM	Carmel-by-the-Sea	In Progress	Investigation of Mission 2 NE of 1st	
Mission 21	6/27/25	3:45 PM	Carmel-by-the-Sea	Completed	Investigation of Mission 2 NE of 1st	
Mission 22	6/27/25	4:00 PM	Carmel-by-the-Sea	In Progress	Investigation of Mission 2 NE of 1st	
Mission 23	6/27/25	4:15 PM	Carmel-by-the-Sea	Completed	Investigation of Mission 2 NE of 1st	
Mission 24	6/27/25	4:30 PM	Carmel-by-the-Sea	In Progress	Investigation of Mission 2 NE of 1st	
Mission 25	6/27/25	4:45 PM	Carmel-by-the-Sea	Completed	Investigation of Mission 2 NE of 1st	
Mission 26	6/27/25	5:00 PM	Carmel-by-the-Sea	In Progress	Investigation of Mission 2 NE of 1st	
Mission 27	6/27/25	5:15 PM	Carmel-by-the-Sea	Completed	Investigation of Mission 2 NE of 1st	
Mission 28	6/27/25	5:30 PM	Carmel-by-the-Sea	In Progress	Investigation of Mission 2 NE of 1st	
Mission 29	6/27/25	5:45 PM	Carmel-by-the-Sea	Completed	Investigation of Mission 2 NE of 1st	
Mission 30	6/27/25	6:00 PM	Carmel-by-the-Sea	In Progress	Investigation of Mission 2 NE of 1st	

MissionHistoric.jpg

206K

**LetterMissionHistoric6.2.25.docx**

18K

**Mission2NEof1.pdf**

434K

**Document and Records - Property File 010112007000.pdf**

9582K

**LetterMissionHistoric6.2.25.docx**

18K

Personal data:

Steve Crouch (1913–1983) was a photographer known for capturing the landscapes and essence of Monterey County and the Big Sur coastline. His work was featured in publications such as *Steinbeck Country*, a 1973 photography book that paired his images with John Steinbeck's writings. He also contributed to *Not Man Apart*, a collection of photographs of the Big Sur coastline alongside works by Ansel Adams, Edward Weston, and Wynn Bullock.

Crouch's photography often depicted the rugged beauty of California's coastal and inland landscapes, including the Diablo Range in southern Monterey County. His images were deeply atmospheric, reflecting the interplay of fog, sun, sea, and stone.

<https://www.steinbecknow.com>

www.huntingtonwillerill.com

www.invaluable.com

His work is featured in 3 books: *Man Not Apart*, *Fog and Sun, Sea and Stone: The Monterey Coast* by Steve Crouch (1980, Hardcover), and *Steinbeck Country*

Steve Crouch was known for his atmospheric and evocative landscape photography, particularly of Monterey County and the Big Sur coastline. His techniques emphasized natural light, contrast, and texture to create deeply immersive images. He often worked with black-and-white film, using tonal range to highlight the interplay of fog, sun, and rugged terrain. His compositions were carefully framed to capture the drama of coastal cliffs, waterfalls, and expansive landscapes.

Crouch's work appeared alongside renowned photographers like Ansel Adams and Edward Weston, suggesting he shared their meticulous approach to exposure and depth. His use of long exposure helped enhance the movement of water and mist, creating a dreamlike quality in his images. He also had a keen eye for natural patterns, often isolating elements like wind-swept trees or rock formations to emphasize their sculptural beauty.

Steve Crouch and Ansel Adams both captured the grandeur of California's landscapes, but their approaches had distinct differences. Adams was known for his precise technical mastery, particularly his use of the Zone System, which allowed him to control exposure and contrast meticulously. His images often had dramatic tonal range, deep blacks, and crisp highlights, emphasizing the grandeur of nature.

Crouch, on the other hand, leaned into atmospheric and emotional storytelling. His compositions often embraced soft light, mist, and movement, creating a more intimate and moody feel. While Adams sought perfect clarity and structure, Crouch's work had a more organic, spontaneous quality, capturing fleeting moments of coastal fog or waterfalls in motion.

Thank you for your time,

On behalf of 64 residents of the area, Carolyn White

Carmel Resident

I can be reached at the email above should you have any questions or concerns.

8

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----

TRACT *Carmel-by-the-Sea* ASSESSOR *10-112-7*

AREA 6,000

ZONE P-1

COMMENTS

Rommel Gänger

10-29-85

① In stall blank in
open Brackets Holes
in main panel

② 30. A Fuses

③ Copper gas line } w/H
④ No T/P Valve }

Attachment 2

INSPECTOR FIELD COPY

PROPERTY FILE

City of Carmel-by-the-Sea

Department of Community Planning & Building;
Public Works/Forestry & Beach
P.O. Drawer G
Carmel, CA 93921
(831) 620-2010 OFFICE/ (831) 620-2014 FAX

Attachment 2

MINOR - Construction Permit Application (Includes: Mechanical, Plumbing & Electrical)

City Use Only This Section

Date Rec'd.: _____ Fee: \$ _____ Receipt #: 19145 By: _____ Permit # P05-18

APPLICANT SECTION

Complete items 1-8 in this section and provide additional information and/or plans as required to describe the work proposed. SIGN THE BACK OF THIS FORM

1. Project Location: Mission between 3 SE and Vista
Street the project is on

Block: 8 Lot(s): PTS 10/12 Parcel #: 10-112-07

2. Legal Property Owner: John King

Mailing Address: _____ P.O. Box: _____
City: Carmel State: _____

Telephone # (____) 625-2648 FAX: (____) _____

3. Contractor/Agent/Contact Person: Nichols Plumbing & Heating
(Circle One)

Mailing Address: 351 Olympia Ave P.O. Box: _____

City: Sand City State: CA Zip: 93955 Phone: (831) 893-3470

State Contractors Lic. #: 750567 Type: C36 City Business Lic # 15426

Estimated Value of work to be done: 800.00

Check the appropriate Department action proposed:

☐ **PUBLIC WORKS DEPT.:** Encroachment/Sidewalk/curb-Gutter/Driveway/Utilities

☐ **FORESTRY/BEACH:** Tree removal/Pruning/Landscaping

☐ **PLANNING/BUILDING:** Remodeling/Addition/New Construction/Grading/Re-Roofing

FULLY DESCRIBE ALL WORK PROPOSED: Repair gas leak
that is leaking in wall next to
water heater (REPAIR GAS LINE)

Applicant Acknowledgement

I understand and agree to comply with all pertinent conditions, standards and requirements as specified by the Carmel Municipal Code, State, County and Federal regulations pertaining to this permit application. I agree to properly maintain the subject work at no expense to the City and to indemnify the City from any liability arising from the permit issued. Acceptance by the City of the work described hereon is not a waiver of my obligations as stated herein.

Applicant Name (Print Clearly): Charles L. Clifton Jr.

Signature: [Redacted Signature] Date: 10-20-05

CITY USE ONLY BELOW

Action:

Public Works: Approve/Disapprove

Forestry/Beach: Approve/Disapprove

By: _____ Date: _____

By: _____ Date: _____

Planning: Approve/Disapprove

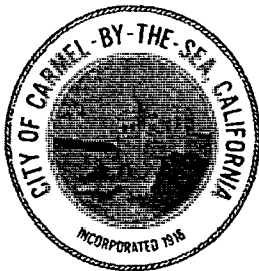
Building: Approve/Disapprove

By: _____ Date: _____

By: _____ Date: _____

Additional Requirements: (Circle each) Workers Comp/Liability Insurance/Driveway Grade & Drainage Agreement/ Hold Harmless Agreement

Comments/Conditions: _____



City of Carmel-by-the-Sea

Department of Community Planning & Building; Attachment 2

Public Works/Forestry & Beach

P.O. Drawer G

Carmel, CA 93921

(831) 620-2010 OFFICE/ (831) 620-2014 FAX

HAZARDOUS MATERIALS WASTE/DISPOSAL AND USE DISCLAIMER

Please legibly print all information

Site Location: Mission 3 SE Vista

Block: _____ Lot(s) _____ APN# _____

Owner: John King Phone#: _____

Address: _____

Contractor: Nichols Plumbing State License #: 750567

Address: 351 City: _____ State: _____ Zip: _____

I do hereby certify under penalty of perjury that I shall not come into conflict with the requirements of Sections 25505, 25533 & 25534 of the Health and Safety Code, State of California, or the requirements for permit for construction or modification from the Air Pollution Control District/Air Quality Management District exercising jurisdiction in the County of Monterey. In addition, I shall notify all agencies necessary, within this county, of any removal or use of any hazardous material upon the above described property.

Property Owner

Date

Owner Signature



BUILDING PERMIT
CITY OF CARMEL-BY-THE-SEA
DEPARTMENT OF COMMUNITY PLANNING & BUILDING
P.O. DRAWER G · CARMEL-BY-THE-SEA, CA 93921
PH: (831) 620-2010 · FAX: (831) 620-2014

PERMIT NO.: 01- 86

DATE: 4-30-01

RECEIPT NO: 984

Attachment 2

ASSESSOR'S NO.: 10-112-07 Block: 8 Lot: 10 & N 1/2 12

Location of Work: E/s Mission between Vista & Scenic Road Tract:

Owner: King Family Partnership Address: PO Box 2648 Carmel Phone:

Contractor: Lang's Roofing Address: 873 Fir Ave, Sand City Phone: 394-8206

City Lic. No.: 18695 State Lic. No. 704199 Type of Lic.: C39

Eng./Arch.: Address: Phone:

Permit Extensions:

STORIES		OCCUPANCY GROUP		TYPE OF CONST.		SITE DIMENSIONS & AREA		OWNER BUILDER SURCHARGE		VALUATION	
1		R-1		VN		60x100 6,000		A SURCHARGE OF 10% OR \$3.00 WHICHEVER IS GREATER IS REQUIRED BECAUSE OF THE INCREASED NUMBER OF INSPECTIONS NECESSARY ON OWNER BUILDER PERMITS.		\$ 7,300.00	
SETBACKS IN FEET						COVERAGE DATA					
FRONT		SIDE		SIDE		REAR		FLOOR AREA		SITE COVER.	
								ALLOWED		ALLOWED	
								EXISTING		EXISTING	
OVERLAY		HT.		ZONE		PLANNER		NEW		NEW	
TYPE OF IMPROVEMENT						TOTAL		TOTAL			
<input type="checkbox"/> BUILD <input type="checkbox"/> DEMOLISH <input type="checkbox"/> REPAIR						PLAN COMM. NO.		P.C. APRVL DATE			
<input type="checkbox"/> REMODEL <input type="checkbox"/> ADDITION <input type="checkbox"/> OTHER											
DESCRIPTION OF WORK: Replace shakes with Class-A composition										Total 63.50	

EXPIRATION OF PERMIT	ADDITIONAL COMMENTS AND/OR CONDITIONS
<p>THIS PERMIT EXPIRES IF THE BUILDING OR WORK AUTHORIZED HEREIN IS NOT COMMENCED WITHIN 180 DAYS FROM DATE OF APPROVAL, OR IF WORK IS SUSPENDED FOR A PERIOD OF 180 DAYS OR ABANDONED AFTER EXPIRATION. THIS PERMIT MUST BE RENEWED BEFORE THE WORK MAY BE COMMENCED AGAIN.</p> <p>WARNING: TREES ON THE STREETS OF CARMEL-BY-THE-SEA ARE PUBLIC PROPERTY AND UNDER CITY CONTROL. PERMISSION TO REMOVE TREES MAY BE OBTAINED ONLY FROM THE CITY COUNCIL.</p> <p>GRADE LINES AS SHOWN ON DRAWING ACCOMPANYING THIS PERMIT ARE ASSUMED TO BE CORRECT. IF ACTUAL GRADE LINES ARE NOT THE SAME AS SHOWN, REVISED DRAWINGS SHOWING CORRECT GRADE LINES, CUTS AND FILLS, TOGETHER WITH COMPLETE DETAILS OF RETAINING WALLS AND WALL FOOTINGS REQUIRED MUST BE RESUBMITTED TO THE DEPARTMENT OF PLANNING & BUILDING FOR APPROVAL.</p> <p>IN CONFORMITY WITH THE PROVISIONS OF SECTION 3800 OF THE LABOR CODE OF THE STATE OF CALIFORNIA, APPLICANT SHALL FILE WITH THE BUILDING OFFICIAL, THE CERTIFICATES, DESIGNATED IN (1) AND (2) BELOW AND/OR SHALL INDICATE ITEM (3), (4) OR (5), WHICHEVER IS APPLICABLE.</p> <p>(1) CERTIFICATE OF CONSENT OF SELF-INSURED ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS.</p> <p>(2) CERTIFICATE (OR EXACT DUPLICATE COPY) OF WORKER'S COMPENSATION INSURANCE ISSUED BY AN ADMITTED INSURER.</p> <p><input type="checkbox"/> (3) THE COST OF THE WORK TO BE PERFORMED IS \$300 OR LESS.</p> <p><input type="checkbox"/> (4) I CERTIFY THAT IN THE PERFORMANCE OF THE WORK FOR WHICH THIS PERMIT IS ISSUED I SHALL NOT EMPLOY ANY PERSON IN ANY MANNER SO AS TO BECOME SUBJECT TO THE WORKER'S COMPENSATION LAWS OF CALIFORNIA.</p> <p><input checked="" type="checkbox"/> (5) I CERTIFY THAT THE APPLICANT IS LICENSED UNDER THE PROVISIONS OF CHAPTER 9 (COMMENCING AT SECTION 7000) OF DIVISION 3 OF THE BUSINESS AND PROFESSIONS CODE AND THE CALIFORNIA STATE CONTRACTORS BOARD.</p> <p>FULL DAY NOTICE IS REQUIRED FOR ALL INSPECTIONS.</p>	<p>ISSUED BY: <i>Jani Abdulla</i> DATE: 4/30/01</p> <p>APPROVED BY: <i>Jani Abdulla</i> DATE: 4/30/01</p> <p>BUILDING OFFICIAL</p> <p>THE ISSUANCE OF A PERMIT BASED UPON PLANS AND SPECIFICATIONS ATTACHED HERETO SHALL NOT PREVENT THE BUILDING OFFICIAL FROM THEREAFTER REQUIRING THE CORRECTION OF ERRORS IN SAID PLANS AND SPECIFICATIONS. THE BUILDING OFFICIAL/INSPECTOR MAY SUSPEND ANY PERMIT WHEN IN VIOLATION OF ANY CODE AND/OR ORDINANCE. ANY DEVIATION AND/OR CHANGE IN THESE PLANS SHALL BE APPROVED BY THE BUILDING OFFICIAL AND/OR PLANNING AND BUILDING DIRECTOR.</p>

PERMITEE'S SIGNATURE X

DATE: 4/30/01

PROPERTY FILE

CITY OF CARMEL-BY-THE-SEA
Department of Community Planning and Building



Attachment 2

WORKERS' COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

☐ I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued.

☒ I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are:

Carrier: State Fund Policy #: _____

=====

THIS SECTION FOR PROJECTS OF \$100.00 OR LESS

=====

I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code and I shall comply with those provisions.

Date: _____ Applicant: _____

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO \$100,000.00. IN ADDITION TO THE COST OF COMPENSATION DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST AND ATTORNEY'S FEES.

=====

Indicate if the intended occupancy will use chemicals. INITIALING YES acknowledges that Health & Safety Code Sections 25505, 25533, & 25534 as well as filing directions were made available to you.

HAZMAT: YES ☐ NO ☐

=====

I certify that I have read this form and state that the above information is true and correct. I agree to comply with all City, County and State ordinances and laws relating to building construction and hereby authorize representatives of the City of Carmel-by-the-Sea to enter upon the subject property attached for inspection purposes.

Date: 4/30/01 Signature: M. L.

BUILDER INFORMATION

CONTRACTOR

I hereby affirm that I am licensed under the provisions of ^{Attachment 2} Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code and my license is in full force and effect.

License#: 704199 Classification: C-39

Date: 4/30/01 Contractor: Lange Roofing
=====

OWNER BUILDER

I hereby affirm that I am exempt from the Contractor's License Law for the following reason (Sec. 7031.5, Business and Professions Code: Any city or county which requires a permit to construct, alter, improve, demolish or repair any structure prior to its issuance, also requires the applicant for such permit to file a signed statement that he is licensed pursuant to the provisions of the Contractor's License Law (Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code) or that he is exempt therefrom and the basis for the alleged exemption. Any violation of Section 7031.5 by an applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars (\$500).):

☐ I, as owner of the property, or my employees with wages as their sole compensation will do the work, and the structure is not intended or offered for sale (Sec. 7044, Business and Professions Code: The Contractor's License Law does not apply to an owner of property provided that such improvements are not intended or offered for sale. If however, the building or improvement is sold within one year of completion, the owner-builder will have the burden of proving that he or she did not build or improve for the purpose of sale.).

☐ I, as owner of the property am exclusively contracting with licensed contractors to construct the project (Sec. 7044, Business and Professions code: The Contractors License Law does not apply to an owner of property who builds or improves thereon, and who contracts for such projects with a contractor(s) licensed pursuant to the Contractor's License Law.).

☐ I am exempt under Sec. _____ B&P.C. for this reason:

Date: _____ Owner: _____

CITY OF CARMEL-BY-THE-SEA

BUILDING INSPECTION DEPARTMENT

P. O. DRAWER G PHONE 624-6835

RESIDENTIAL ZONING AND BUILDING RECORDS REPORT

PRESENT OWNERS NAME & MAILING ADDRESS

Oscar Romelfanger

Post Office Box 2127

Carmel, CA 93921

Attachment 2

E/s Mission bet. Vista & Scenic Rd.
(Location)10 & N $\frac{1}{2}$ 12

8

(Lots)

(Block)

RECEIPT # 5322

DATE: 11-29-73

SEND REPORT TO: Cross & Foster, Post Office Box 1172, Carmel, CA 93921

----- BUILDING INSPECTORS REPORT ON ZONING AND BUILDING RECORDS -----

(a) PROPERTY LOCATION East side of Mission between Vista & Scenic Road

8

10 & N $\frac{1}{2}$ 12

Addition #4

10-112-7

6,000 sq. ft.

(BLOCK)

(LOTS)

(TRACT)

(ASSESSORS #)

(LOT AREA)

(b) One single family residence with two accessory buildings

(AUTHORIZED USE OR USES)

(c) One story single family residence with detached one car garage

(OCCUPANCY OR USE AS INDICATED AND ESTABLISHED BY PERMITS OF RECORD)

(d) None

(LEGISLATIVE ACTS OF RECORD: USE PERMITS, VARIANCES OR EXCEPTIONS)

(e) RESTRICTIONS IN USE OR DEVELOPMENT:

1. Only one kitchen allowed

SAFETY NOTE:

1. Knock-out openings in main electrical panel must be blanked off
2. Sub panel has 30A fuses
3. No temperature/pressure relief valve on water heater
4. Copper gas line on water heater

Frederick R. Cunningham Dec. 5, 1973
(Signature of Inspector) (date)

-----NEW OWNERS RECEIPT OF REPORT-----

ERRORS OR OMISSIONS IN SAID REPORT SHALL NOT BIND OR ESTOP THE CITY FROM ENFORCING ANY AND ALL BUILDING AND ZONING CODES AGAINST THE SELLER, BUYER AND ANY SUBSEQUENT OWNER. SAID REPORT DOES NOT GUARANTEE THE STRUCTURAL STABILITY OF ANY EXISTING BUILDING OR THE ADEQUACY OF THE PLUMBING AND ELECTRICAL SYSTEMS NOR DOES IT RELIEVE THE OWNER, HIS AGENT, ARCHITECT OR BUILDER FROM DESIGNING AND BUILDING A STRUCTURALLY STABLE BUILDING MEETING REQUIREMENTS OF ADOPTED BUILDING, PLUMBING AND ELECTRICAL CODES. (ORDINANCE 211 C.S.)

Stephen D. Crouch, Jr. acknowledge receipt of this report 19 January 1974
NEW OWNER SIGNATURE Date
Please print name & address of purchaser Stephen D. Crouch, Jr.
P.O. Box 2085, Carmel, Calif. 93921

NOTE ORIGINAL COPY OF THIS REPORT SIGNED BY PURCHASER MUST BE RETURNED TO THE OFFICE OF THE BUILDING INSPECTOR, P.O. DRAWER G, CARMEL, CALIF. 93921



BUILDING PERMIT
CITY OF CARMEL-BY-THE-SEA
DEPARTMENT OF COMMUNITY PLANNING & BUILDING
P.O. DRAWER G · CARMEL-BY-THE-SEA, CA 93921
PH: (831) 620-2010 · FAX: (831) 620-2014

PERMIT NO.: 01-86

DATE: 4-30-01

RECEIPT NO: 984

ASSESSOR'S NO.: 10-112-07 Block: 8 Lot: 10 & N 1/2 12 Attachment 2

Location of Work: E/s Mission between Vista & Scenic Road Tract:

Owner: King Family Partnership Address: PO Box 2648 Carmel Phone:

Contractor: Lang's Roofing Address: 873 Fir Ave, Sand City Phone: 394-8206

City Lic. No.: 18695 State Lic. No.: 704199 Type of Lic.: C39

Eng./Arch.: Address: Phone:

Permit Extensions:

STORIES		OCCUPANCY GROUP		TYPE OF CONST.		SITE DIMENSIONS & AREA		OWNER BUILDER SURCHARGE		VALUATION	
1		R-1		VN		60x100	6,000			\$ 7,800.00	
SETBACKS IN FEET				COVERAGE DATA				A SURCHARGE OF 10% OR \$3.00 WHICHEVER IS GREATER IS REQUIRED BECAUSE OF THE INCREASED NUMBER OF INSPECTIONS NECESSARY ON OWNER BUILDER PERMITS.			
FRONT	SIDE	SIDE	REAR	FLOOR AREA	SITE COVER.	ALLOWED	ALLOWED	Permit 60.00			
				EXISTING	EXISTING			Plan Check			
OVERLAY	HT.	ZONE	PLANNER	NEW	NEW			Mechanical			
				TOTAL	TOTAL			Plumbing			
TYPE OF IMPROVEMENT				PLAN COMM. NO. P.C. APRVL DATE				Electrical			
<input type="checkbox"/> BUILD <input type="checkbox"/> DEMOLISH <input type="checkbox"/> REPAIR								Fire Dept.			
<input type="checkbox"/> REMODEL <input type="checkbox"/> ADDITION <input type="checkbox"/> OTHER								O/B			
								SMIP 3.50			
								Encr.			
								Penalty			
								Plan Revisions			

DESCRIPTION OF WORK: Replace shakes with Class-A composition

Total 63.50

DESCRIPTION	DATE	INSP.	DESCRIPTION	DATE	INSP.
BUILDING			PLUMBING		
TREE PROTECTION			ROUGH/UNDERFLOOR		
SETBACKS			ROUGH/OVERALL		
FOUNDATION			WATER PIPING/TEST		
SLAB			WATER HEATER		
FRAMING/FLOOR			GAS PIPING/TEST		
FRAMING/WALLS			GAS METER AUTHORIZED		
FRAMING/ROOF			ELECTRICAL		
SHEATHING/ROOF			TEMPORARY POWER		
SHEAR PANEL			ROUGH/UNDERFLOOR		
VENTS/UNDERFLOOR			ROUGH/OVERALL		
VENTS/ATTIC			MAIN PANEL/GROUND BOND		
INSULATION/UNDERFLOOR			SUBPANEL(S)		
INSULATION/OVERALL			CONDUIT		
DRYWALL/LATH INTERIOR			ELECTRIC METER AUTHORIZED		
LATH/EXTERIOR			FIRE ALARM/SPRINKLERS		
HEATING/AIR COND.			ROUGH/FIRE SPRINKLERS		
ROUGH/UNDERFLOOR			FIRE ALARM SYSTEM		
ROUGH/OVERALL			FINAL/FIRE SYSTEMS		
FURNACE/HEAT UNIT			OK TO OCCUPY		
AIR CONDITIONER			FINAL INSPECTION		

SEE REVERSE FOR ADDITIONAL INSPECTION SIGN-OFFS/COMMENTS

INSPECTOR FIELD COPY

CITY OF CARMEL-BY-THE-SEA
MONTEREY COUNTY CALIFORNIA

Permit No. 974

Fee Paid \$8.50 Attachment 2

APPLICATION FOR BUILDING PERMIT

Application is hereby made for a Building Permit in accordance with the description and for the purposes hereinafter set forth.

This application is made subject to all provisions of all the Ordinances and Codes of the City of Carmel-by-the-Sea and of State laws applicable thereto. The plans, specifications and statements of contemplated improvements accompanying this application are made a part hereof.

1. Site to be occupied: Lot 10-18 1/2 12 Block 8 Addition
2. Street E/S Mission, Altamonte Vista & Frost
3. Character of Building New Residence
4. Owner's Name and Address J.H. Kelley Box 24
5. Contractor's Name and Address Self
6. Estimated Cost of Building \$3500.00
7. Height of Building One story Coverage of Lot
8. Materials to be used Frame - Rustic Ext & Int
9. Number and type of chimneys One fireplace
10. Date of Completion 120 days -
11. Number of Gas Outlets 30 Flues 2

(Height of building not to be in excess of two stories, nor more than 30 feet, except as provided in Section 1012 of the Ordinance Code).

City of Carmel-by-the-Sea, }
County of Monterey, } ss.
State of California.

X Lucretia H. Kelley being duly sworn, deposes and says that he is the owner, (or is authorized and empowered to make this affidavit by the owner).

X Lucretia H. Kelley, who makes the above application; that all the statements made in the above application are true to the best of his knowledge and belief.

Subscribed and sworn to before me this 6 day of Jan, 1941

Building Inspector.

Asmt: 010-112-007-000 Feeparcel:010-112-007-000 Status: ACTIVE Owner: COLLINS CRAIG J & HERMLE LYNN

Owner	Primary	H/W	Notes	Granting	Releasing	R&T ...	Rel. Date	Titl...	Ownersh...	...
	<input type="checkbox"/>			1974R891 880	198014010429		04/08/1980		0.000000%	
CROUCH ETHELYN D	<input checked="" type="checkbox"/>			198014010429	199430320859		12/02/1993		100.000000...	
KING JOHN & EILEEN TRS	<input checked="" type="checkbox"/>			199430320859	199632720815		09/06/1995		100.000000...	
KING EILEEN G	<input type="checkbox"/>			199632720815	199633051179		11/28/1995		50.000000%	
KING JOHN J	<input type="checkbox"/>			199632720815	199633051179		11/28/1995		50.000000%	
KING EILEEN G	<input type="checkbox"/>			199633051179	199633080672		12/04/1995		0.500000%	
KING JOHN J	<input type="checkbox"/>			199633051179	199633080672		12/04/1995		0.500000%	
KING EILEEN G	<input type="checkbox"/>			199633051179	199633300878		02/01/1996		99.000000%	
KING JOHN J	<input type="checkbox"/>			199633051179	199633300878		02/01/1996		0.000000%	
COX STEPHANIE KING	<input type="checkbox"/>			199633080672	199633300878		02/01/1996		0.500000%	
KING KEVIN	<input type="checkbox"/>			199633080672	199633300878		02/01/1996		0.500000%	
KING FAMILY PARTNERSHIP LP...	<input checked="" type="checkbox"/>			199633300878	199835260342		06/02/1997		100.000000...	
KING EILEEN G	<input type="checkbox"/>			199835260342	199835440987		07/16/1997		50.000000%	
KING JOHN J	<input type="checkbox"/>			199835260342	199835440987		07/16/1997		50.000000%	
KING FAMILY PARTNERSHIP LP...	<input checked="" type="checkbox"/>			199835440987	200201098450	0D	11/21/2001		100.000000...	
KING JOHN J	<input type="checkbox"/>	H		200201098450	200201099339		11/26/2001		50.000000%	
KING EILEEN G	<input type="checkbox"/>	W		200201098450	200201099339		11/26/2001		50.000000%	
KING FAMILY PARTNERSHIP THE	<input checked="" type="checkbox"/>			200201099339	2008015737		03/14/2008		100.000000...	
KING JOHN J & EILEEN G TRS	<input checked="" type="checkbox"/>			2008015737	2021042638		03/27/2021		100.000000...	
KING EILEEN G	<input checked="" type="checkbox"/>		THE JOHN...	2021042638	2022010807		03/04/2022	TR ...	19.000000%	
KING EILEEN G	<input checked="" type="checkbox"/>		THE JOHN...	2021042638	2022010808		03/04/2022	TR ...	81.000000%	
KING KEVIN	<input type="checkbox"/>		THE JOHN...	2021042638	2022010808		03/04/2022	TR	0.000000%	
COX STEPHANIE KING	<input type="checkbox"/>		THE JOHN...	2021042638	2022010808		03/04/2022	TR	0.000000%	
COX STEPHANIE KING	<input type="checkbox"/>		THE STEP...	2022010807	2022010808		03/04/2022		9.500000%	
KING KEVIN	<input type="checkbox"/>		THE KEVI...	2022010807	2022010808		03/04/2022		9.500000%	

**Carmel-
by-the-Sea**

Nova Romero <nromero@ci.carmel.ca.us>

Mission Project: Muni code 17.32.170

3 messages

Carolyn White DDS [REDACTED]

Thu, Jun 26, 2025 at 9:24 AM

To: Mayor Dale Byrne <dbyrne@ci.carmel.ca.us>, Robert Delves <rdelves@ci.carmel.ca.us>, Alissandra Dramov <adramov@ci.carmel.ca.us>, Jeff Baron <jbaron@ci.carmel.ca.us>, "hbuder@ci.carmel.ca.us" <hbuder@ci.carmel.ca.us>, Nova Romero <nromero@ci.carmel.ca.us>, Brandon Swanson <bswanson@ci.carmel.ca.us>, Chip Rerig <crerig@ci.carmel.ca.us>, "Brian A. Pierik" <bpierik@bwslaw.com>, Carolyn White [REDACTED] >

Dear Mayor, City Council, Planning Department, Historic Resource Board, Mr. Pierik,

Please see the pdf attachment.

Consider this a *demand letter*, notifying the city of its legal obligation to pause the demolition of Mission 2NE of 1st for historic research.

Mr. Pierik, under CEQA "New Information" Clause: if *substantial new information* arises that was not known and could not have been known at the time of the original decision, the city must reopen an environmental review. If the property's historic value was overlooked and later substantiated (Steve Crouch and architectural significance) a revised review is called for. Procedurally, it can easily be argued that the city failed to conduct a thorough and proper historic evaluation before approving demolition. Even though the significance was discovered later, the failure to investigate *now* will set up the city for a lawsuit. If you allow for a historic home to be demolished *after* you have the needed evidence (which you do in this case) and have received notification of such, as I have sent this body of government already, this will not end well for the city. The city can impose an *emergency landmark designation* or *temporary restraining order* for 180 days to halt demolition due to the new evidence that has surfaced. It is my suspicion Municipal code 17.32.179 was misapplied or ignored. Regardless, a formal review is in order.

If a city knowingly bulldozes down a home that they know is historic, is in the eyes of the law it is: "demolition by neglect, failing duty of care." A lawyer would love to sink their teeth into this.

According to the State of California, a "demand letter" such as this, does not require I send the City money, nor do I have to file an appeal. I have emailed the City, the HRB, and the Planning Department all the information they need to proceed with their investigation *weeks ago* to begin their research.

What has been done so far? I would appreciate hearing back from one of you as to your intentions re: Mission 2 Ne of 1st, Steve Crouch's home within 5 business days.

Thank you,

Carolyn White
cc. concerned residents

Nova, I would appreciate it if you make this "public record" and forward this email and attachment to the proper Planners and members of the HRB.
Thank you kindly.

Dear Historic Resource Board,

June 4, 2025

RE: An error occurred when evaluating the home on Mission 2 NE of 1st. It is historic.

We have notified the Mayor, City Council, Staff, and Planning Department because this home was slated for demolition. Would you be so kind as to review what we have discovered and place this property on Carmel's list of historic homes? Attached to this email, you will find various records, proof positive. This home must be spared from demolition based on Carmel's Land Use Plan.

"Failure to include a property on the Carmel Inventory shall not preclude a future determination that if it qualifies as a historic resource based on new evidence." LUP

Mr. Steve Crouch, 1913-1983, a famous photographer on the Monterey Peninsula, lived in Mission 2 NW of 1st. The paperwork attached indicates that Steve Crouch was the original owner, and construction commenced in 1941. His Monterey Peninsula and Big Sur photography can be found in the Monterey Museum of Art.

Not Man Apart, a book, holds 10 photographs of the Big Sur Coast and his work is featured alongside Ansel Adams, Cole Weston, and the like. His other book, *Steinbeck Country*, holds exquisite photography and is part of a special collection at the University of California, Santa Cruz. This book, originally published in 1965 under the banner Sierra Club Ballentine Books, features poems by Robinson Jeffers along with a collection of his Big Sur Photographs. *Waterfall and Mist* circa 1960, was Salmon Creek Falls located on the Big Sur coastline. People who knew him said his home and garage were where he processed his photographic film.

A book from Amazon: "Here is the story of the land and the people that John Steinbeck loved--told through the dramatic photographs and sensitive writing of another of its residents. This is Steinbeck Country, the fertile valleys, hills, and seacoast of Steinbeck's most novels were laid. Here, through Steve Couch's camera artistry, more than 90 photographs are reproduced in full color, and his sensitive writing about the land and its people, you can see and know what Steinbeck Country is really about. Included are some last photos taken outside of Cannery Row before it was closed, and fascinating panoramas of ethnic and cultural groups populating the land with the dramatic scenery, and the changing climate which characterizes the region."

His work is also featured in Seagrave Gallery, photographs of the Monterey dunes, and southern Monterey.

Per the LUP, *"the owner has contributed to the unique sense of time and place recognized as significant in the historical sense."*

Using the LUP guidelines to determine historic significance:

1. The property was built in 1941, over 50 years old.
2. The property has not lost its historic integrity through alterations, additions, changes to the surrounding environment or other causes.
3. The property relates to historic themes for Carmel.
4. The property has an association with important events, people, or architecture that are identified in the Historic context statement or that represent the historic/cultural evolution of Carmel-by-the-Sea.

Other Information:

1. Land Use and Community Character Element, Subdivision Chronology Map: 1908
2. The property was not listed on the Carmel Inventory because no one researched it thoroughly. Steve Crouch was not listed in the historic context because no one looked.
3. The property is located within the Archaeological Overlay Zone.
4. The property is identified on the Sanborn Maps. 1962
5. The original building permit is dated 1941
6. According to the attached paperwork, *Crouch* is the original owner. *Kelly* was the contractor.
7. As far as we can tell, the only alteration associated with this home is a new roof on 4-30-2001.
8. In 1993, Ethelyn Crouch sold the home.
9. The home was built intentionally on an angle to face Point Lobos.

A source: "Beautiful beams and wood are in the living room. I have lived in a few houses over the years in Carmel, even the Redwood House near downtown, and this house has a magical feel of Carmel, even more so than the Redwood House. The craftsmanship is beautiful, especially the living room that faces Point Lobos."

The immediate neighborhood has 9 historic homes in it:

Mission 2 NW of 1st --- First Murphy

Mission 5 NW of 1st---- Jack Calvin and Francis Whitaker

Mission 6 NW of 1st----George Whitcomb

Junipero 2 SW Vista Ave---Robert Jones

NW Corner of Mission and Vista---Murphy

SW Corner of Mission and Vista---Comstock

Vista 2 NW Mission ----Francis Whitaker

SW Corner Mission and 1st Ave--- Carmel Elementary---Johonnet

3 NW Ave and Junipero---Perry Newberry.

Dear Mayor, City Council, Planning Department, Historic Resources Board, 6-26-2025

I write to request reconsideration of the demolition permit granted for the property at **Mission Street, 2 NE of 1st Avenue**, pursuant to **Carmel Municipal Code Section 17.32.170** and the California Environmental Quality Act (CEQA).

As you are fully aware, following the issuance of the permit, *new information* has come to light regarding the property's historic significance, including its architectural integrity and possible association with **Steve Crouch**. These findings constitute a potentially significant adverse impact on a previously unrecognized historic resource.

Section 17.32.170 explicitly provides that when a project would cause an adverse impact to a historic resource, the **City is obligated** to determine whether the project is consistent with the **Secretary of the Interior's Standards**. If the project is not consistent, **the City must explore alternatives and mitigation measures before proceeding**. CEQA likewise requires environmental reevaluation when new information reveals that a project could impact the environment in ways not previously considered (CEQA Guidelines § 15162). If you fail to do so you are setting the City up for a lawsuit.

Given this new evidence, the City is obligated to:

1. Suspend demolition activities pending further review.
2. Reassess the project for consistency with applicable historic preservation standards; and
3. Initiate a supplemental CEQA review under Guideline § 15162 or revoke the exemption improperly applied.

This property represents a tangible link to the architectural and cultural narrative of Carmel-by-the-Sea. The City now has both the legal authority and ethical imperative to pause and protect.

The involvement of an architect actively practicing in Carmel-by-the-Sea on the Historic Resources Board (HRB) raises critical questions of conflict of interest, especially when decisions are being made regarding the potential demolition of a property with historic significance. When new evidence surfaces that unequivocally categorizes a property as historic—according to both state regulations and local ordinances—any vote or influence from an architect with potential professional ties to similar projects undermines the integrity of the process. In this particular case, the evidence strongly suggests that the home in question should not only be preserved but celebrated as a vital link to the architectural and cultural heritage of Carmel. Allowing any further steps toward its demolition, particularly under circumstances where conflicts of interest could be perceived, would not only be legally questionable but would set a troubling precedent regarding the city's commitment to preserving its unique historical identity. The HRB and the city at large must take action to ensure impartiality, transparency, and adherence to both ethical and legal standards.

Sincerely,
Carolyn White

Dear Mayor, Council Members, Planning Commission, and Staff:

Re: The house on Mission 2 NE of 1st is historic. The preliminary research and determination to the contrary, as noted by the form filed by Meg Clovis is not supported by the research and conclusion that it was the home of a historic figure in Carmel's history. In the two attachments, and online, you will find the records and proof from the Assessor's office that the house should be protected under the LUP's requirement to research and protect historic structures. The demolition of this home is not permitted under the LUP, and for that reason the permit to demolish a historic home: Mission 2 NE of 1st is invalid and should be suspended at this time.

"Failure to include a property on the Carmel Inventory shall not preclude a future determination that if it qualifies as a historic resource based on new evidence." LUP

Mr. Steve Crouch, 1913-1983, a famous photographer on the Monterey Peninsula, lived in Mission 2 NW of 1st. The paperwork attached indicates that Steve Crouch was the original owner, and commissioned the construction of his home in 1941. His Monterey Peninsula and Big Sur photography can be found in the Monterey Museum of Art, among other galleries.

Not Man Apart, a book, holds 90 photographs of the Big Sur Coast and his work is featured alongside Ansel Adams, Cole Weston, and the like. His other book, *Steinbeck Country*, holds exquisite photography and is part of a special collection at the University of California, Santa Cruz. This book, originally published in 1965 under the banner Sierra Club Ballentine Books, features poems by Robinson Jeffers along with a collection of his Big Sur Photographs. *Waterfall and Mist* circa 1960, was Salmon Creek Falls located on the Big Sur coastline. People who knew him, who are still with us, said his home and garage were where he processed his photographic film.

Per Amazon: "Here is the story of the land and the people that John Steinbeck loved--told through the dramatic photographs and sensitive writing of another of its residents. This is Steinbeck Country, the fertile valleys, hills, and seacoast of Steinbeck's most novels were laid. Here, through Steve Couch's camera artistry, more than 90 photographs are reproduced in full color, and his sensitive writing about the land and its people, you can see and know what Steinbeck Country is really about. Included are some last photos taken outside of Cannery Row before it was closed, and fascinating panoramas of ethnic and cultural groups populating the land with the dramatic scenery, and the changing climate which characterizes the region."

You can see more of his photography online: <https://www.invaluable.com>

His work is also featured in Seagrave Gallery, photographs of the Monterey dunes, and southern Monterey.

Per the LUP, *“the owner has contributed to the unique sense of time and place recognized as significant in the historical sense.”*

Using the LUP guidelines to determine historic significance: This home qualifies.

1. The property was built in 1941, over 50 years old.
2. The property has not lost its historic integrity through alterations, additions, changes to the surrounding environment or other causes.
3. The property relates to historic themes for Carmel.
4. The property has an association with important events, people, or architecture that are identified in the Historic context statement or that represent the historic/cultural evolution of Carmel-by-the-Sea.
5. The architectural style of this home is similar to the First Murphy house on Dolores.
6. The neighborhood that this home is located in is one of the oldest in Carmel, originally mapped in 1908.

Land Use and Community Character Element, Subdivision Chronology Map: 1908

The property was not listed on the Carmel Inventory because no one researched it thoroughly. Steve Crouch was not listed in the historic context because no one looked. The effort to discover this historic figure was non-existent. The LUP specifically charges the planning commission to investigate possible historic sites; not being on a historical inventory is not preclusive for historic protection.

The property is located within the Archaeological Overlay Zone.

The property is identified on the Sanborn Maps. 1962

The original building permit is 1941.

According to the attached paperwork, *Crouch* is the original owner. *Kelly* was the contractor.

As far as we can tell, there have been no external alterations to the home. It did receive a new roof on 4-30-2001. An external garage was added at some point, but in coordination with the existing style of the home.

In 1995, Ethelyn Crouch sold the home to the King family.

“The home was built intentionally on an angle to face Point Lobos,” a source who lived in it says. “Beautiful beams and wood are in the living room. I’ve lived in a few houses over the years in Carmel, even the Redwood House near downtown, and this house has a magical feel of Carmel, even more so than the Redwood House. The craftsmanship is beautiful, especially the living room that faces Point Lobos.”

In conclusion, this permit has been erroneously issued and is not in conformity with the LUP, and so should be suspended until further investigation can be completed as to the historic nature of this home.

Sincerely,

Carolyn White

June 2, 2025

**Carmel-
by-the-Sea**

Nova Romero <nromero@ci.carmel.ca.us>

Re: Forest Theater parking lot changes

Chip Rerig <crerig@ci.carmel.ca.us>

Fri, Jun 27, 2025 at 9:03 AM

To: Guadalupe <foresttheaterneighbors@gmail.com>

Cc: "dbyrne@ci.carmel.ca.us" <dbyrne@ci.carmel.ca.us>, jbaron@ci.carmel.ca.us, "hbuder@ci.carmel.ca.us" <hbuder@ci.carmel.ca.us>, adramov@ci.carmel.ca.us, "rdelves@ci.carmel.ca.us" <rdelves@ci.carmel.ca.us>,
[REDACTED]

Lisa de Mondesir [REDACTED]

[REDACTED] >, Betty Maurutto <[REDACTED]>

Nova Romero <nromero@ci.carmel.ca.us>

Thank you.

Take good care.

Chip Rerig, City Administrator
City of Carmel-by-the-Sea
831.620.2058

On Fri, Jun 27, 2025 at 7:18 AM Guadalupe <foresttheaterneighbors@gmail.com> wrote:

Dear Mayor, Councilmembers and Mr. Rerig,

Thank you for starting to work on real solutions for parking issues in our fair village. On behalf of most of the block of Guadalupe between 7th and 8th/Mountain View, we wanted to make sure you were aware of some of our concerns regarding the Forest Theater parking lot potentially being altered and used for more public parking (or even valet parking) for the business core of the city's benefit.

We are concerned about the following issues:

1. Water being diverted into the street or area from the current mud zone inside the parking lot. Already we have issues with too much uncontrolled water running down the street; and
2. The intersection at 8th/Mountain View/exit of the theater is currently an uncontrolled hazard to traffic and pedestrians. Increasing traffic in and out of the theater will increase the danger; and
3. The hours of use, noise and lights need to be seriously considered since we have only recently been able to get any kind of limits on the Forest Theater's use of the same; and
4. The changes in our physical views of a much more active parking lot.

This may be a good time to look at where parking should be prohibited on Guadalupe, since we already have trouble with our driveways and even our home egresses being blocked in when there are major events at the Forest Theater INCLUDING emergency vehicles unable to get down the street. More vehicles parking in our area will force this issue.

Again, we appreciate your efforts in addressing the parking issues. We hope to see more concrete plans as we move forward with some of the ideas and community input.

Sincerely,

Neighbors of the Forest Theater Foresttheaterneighbors@gmail.com

Kimberly and Greg Shapiro [REDACTED]

Betty and Michael Maurutto [REDACTED]

Michael and Susan James [REDACTED]

Anne and Kurt Herzog [REDACTED]

6/27/25, 9:39 AM

Carmel-by-the-Sea Mail - Re: Forest Theater parking lot changes

Debbie and Claude Cirimele [REDACTED]

Attachment 7

Lisa de Mondesir [REDACTED]

Kristie Ornelas [REDACTED]

Don and Jana Schilling [REDACTED]

CC: Mayor Dale Byrne, Robert Delves, Jeff Baron, Alissandra Dramov, Hans Buder, Chip Rerig



Carmel-
by-the-Sea

Nova Romero <nromero@ci.carmel.ca.us>

City valet parking@ Forest Theatre

Jana Schilling <d[REDACTED]>
To: cityclerk@ci.carmel.ca.us

Thu, Jun 26, 2025 at 3:43 PM

Please forward to Mayor Byrne and City Council members.

Dear Mayor Byrne,

I read with **alarm** your quote in the recent Pinecone saying the neighbors around the Forest Theater supported the idea of using the parking lot for the city valet service! **This is absolutely not true.** I have spoken with many people for blocks around the theatre and have not heard one person think this is a good idea. **It would turn our quiet neighborhood into an everyday & evening traffic nightmare of cars constantly coming and going hurriedly with doors banging, not to mention the toxic air quality and danger to pedestrians !**

Please rethink other alternatives.

Thank you,
Jana and Don Schilling
[REDACTED]

**Carmel-
by-the-Sea**

Nova Romero <nromero@ci.carmel.ca.us>

City Council July 1 - Topic #7 PD/PW Building Topic - for your consideration

1 message

Nancy Twomey [REDACTED]

Sun, Jun 29, 2025 at 12:03 PM

To: City of Carmel-by-the-Sea <cityclerk@ci.carmel.ca.us>, Paul Tomasi <ptomasi@ci.carmel.ca.us>, Todd Trayer <ttrayer@ci.carmel.ca.us>, Jeff Baron <jbaron@ci.carmel.ca.us>, Dale Byrne <dbyrne@ci.carmel.ca.us>
 Cc: Chip Rerig <crerig@ci.carmel.ca.us>, Brandon Swanson <bswanson@ci.carmel.ca.us>, Anna Ginette <aginette@ci.carmel.ca.us>, kwyssocki@ci.carmel.ca.us, bdelves@ci.carmel.ca.us, Alissandra Dramov <adramov@ci.carmel.ca.us>, Hans Buder <hbuder@ci.carmel.ca.us>

Two points covered here: first regarding the possible outsourcing of policing services, and the second item regarding the PD remodel recommendations of excluding the firing range.

-----First Item

In my letter to the editor - attached below - in the Apr 18 Carmel Pine Cone - these points continue to hold true. This covered the possible future consideration of Outsourcing the CPD and the possible implications this has on our facility requirements. And today's Monterey Weekly, also attached, resurfaces the brief April Council outsourcing points as well.

As was stated, this possibility has not been publicly vetted and considered with plus/minus detail. I assume the potential model could align with our current Monterey Fire/Ambulance model - which feels successful. However, based on assumptions and points made in my letter to the editor - I am not an advocate of this possibility. I'd envision this possibility would be a significant public topic and not easily accepted by all of our residents and business community that especially services our Visitors.

I won't repeat what was included in my Pine Cone letter to the editor...but request you re-read the attached.

-----Second Item

Separately - specific to the CPD facility - I'd like to strongly disagree on the current recommendation (for cost savings reason) to **remove the Shooting Range** in place in today's building. As I've mentioned previously keeping this in place is supported by at least the following:

1. Requirements are to regularly maintain these critical and fundamental officer skills. Having our officers go offsite to the racetrack or other facilities is not efficient or timely etc
2. This facility exist today, and without remodel/building expertise I'd envision that this could be retained in what every approach for the PD facility is decided, that you can make sure adequate structural support is updated to the levels above this currant space.
3. And in support of the general "mutual aid" prevalent, strong, and welcome throughout our Peninsula - sharing this valuable space with other jurisdictions local officers is of significant (often unmeasurable) value. Having local peers mix/mingle casually using our facilities is definitely a great thing.
4. It would be interesting and valuable to understand how to monetize and quantify these prior 3 points.

Thank you for your consideration. And with these points provided, there may be more that will be expressed in person following your presentation on Tuesday evening.

--

Nancy Ann Twomey**Carmel-by-the-Sea Resident**
[REDACTED]

2 attachments

Team Works

Carmel leads the way in sharing services. It makes sense for local cities.

By Sara Rubin

There is consensus that the existing Carmel Police Station is woefully out of date. Built in 1967, it's too small, ventilation is nonexistent, security issues abound and the roof "leaks like a sieve," an architect from the firm Indigo told Carmel City Council on Thursday, March 27. "The building is obsolete, it is unsafe, it does not meet code and it's just a terrible place to expect city employees to be working."

The focus that day was on a narrow decision: Should the City pursue renovating the existing building, or build a whole new one? "One of the options we do not have is doing nothing," City Administrator Chip Rerig said.

Councilmembers had little appetite to continue on the costly path of constructing a new building, with a price tag as high as \$40 million. (Councilmember Bob Delves called it "fiscal fantasy.") As council talked about the architectural options, they turned to a more existential question: Should the City of Carmel, population 3,220, even have a police department at all?

Councilmember Alistandra Dramov, the most vociferous opponent to Indigo, envisioned a future of downsizing: "We may find ourselves sharing police services with Pacific Grove or Monterey, and we may just need a substation," Delves agreed. "We have to look at policing as a shared service," he said.

Councilmember Hans Buder spoke next. While he expressed support for keeping a Carmel PD, he said it was time to put the issue front and center: "Two councilmembers brought up, do we even want to have a police department?" he said. "Why are we having this conversation

about an architect when we haven't even had that conversation? It seems to me *that's* the conversation we should be having."

That is the conversation Carmel and other local cities should be having. Government agencies have been racing to approve their budgets for the 2025-26 fiscal year, which begins on July 1. And they are all staring down a version of expenses rising faster than revenues. One way to reduce those expenses is by having fewer high-level administrators—less top-heavy bureaucracy.

"Do we even want to have a police department?"

This is not a DOGE-style approach to slash-and-burn government—it's about finding efficiencies. Carmel already does this to great success with its fire services. Monterey Fire Department serves not just Monterey, but also has contracts to serve the neighboring cities of Carmel, Pacific Grove and Sand City, as well as the Monterey Regional Airport and the military installation where Naval Postgraduate School is located. The airport also shares a police department with Del Rey Oaks; Seaside Fire serves DRO.

"Our relationship with Monterey Fire is phenomenal," Rerig says of the past 13 years. It's so phenomenal that in May, the Carmel council approved a \$2.4 million, five-year contract to hand over its ambulance services to Monterey Fire as well.

In this case, the cost to the city is estimated to be roughly \$200,000 higher than maintaining its own service, but the ser-

vise is better—for one thing, it means a paramedic will be guaranteed on every call. Carmel will keep its own vehicle, but will no longer be responsible for administration. As Assistant City Administrator Brandon Swanson wrote in a report to council: "In essence, the ambulance service would look the same as it does today...The only noticeable difference would be the patch on the arm of the staff which would say 'Monterey Fire.'"

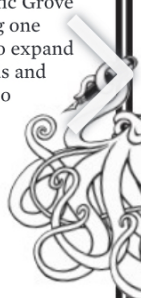
Of course, that patch can be a dealbreaker. More than a decade ago, Seaside and Pacific Grove led the way in sharing one police chief. A push to expand that to include records and patrol was a bridge too far, and the model imploded. "There's a lot of pride in communities for who represents them and has the patch on their sleeve," says P.G. City Manager Matt Mogensen.

But looking ahead, he says it's possible the city would revisit the concept: "All government is going to have to shift and find ways to maintain services and be more efficient."

As Mogensen announced on June 18, Monterey is interested in forming a joint powers authority for fire service, instead of the current contract model.

In Carmel, an ad hoc committee is scheduled to report back to council regarding the police station on July 1. After that, the bigger issue remains. The bold step forward would be toward consolidation. They could help lead the way. ★

Sara Rubin is the *Weekly's* editor. Reach her at sara@montereycountynow.com.



Letters to the Editor

The Pine Cone encourages submission of letters which address issues of public importance. Letters cannot exceed 350 words, and must include the author's name and home town. We reserve the right to determine which letters are suitable for publication.

The Pine Cone only accepts letters to the editor by email. Please submit your letters to mail@carmelpinecone.com

Outsourcing a bad idea

Dear Editor,

I believe police services are personal and community-focused — much more so than fire or ambulance (which are only for emergencies). If our village considers outsourcing police services, what wouldn't we need in our police station?

We'd still insist and pay for 24/7 local services and presence. Would this approach save us scarce budget dollars? And on the police building planning side, for example, would we no longer need evidence and interviewing rooms? I think we would. Depending on the defined level of service(s) in an outsourcing arrangement, the more the facilities meet the needs of this team, the more they will want to be assigned to our village for coverage and services, even on a rotation basis.

If we are to consider outsourcing in some fashion:

■ Could they handle animal services? Our village is especially dog-friendly. Isn't

this a big ask?

■ Could they handle parking management? As of now, we have only moderate-to-low enforcement coverage for this important and challenging part of our village.

■ Could we rely on this new approach for the collaboration/planning of our local events as we do today?

■ How might this new model deal with our current VIP team and logistics?

■ How might this new model engage with our CERT team and logistics?

Carmel is very blessed with local police services, which we pay for in our taxes. And is or isn't it true that as residents we are OK to pay for this level of service? I think we are OK with this as a priority.

Our village is also known (by visitors, businesses and residents) to be safe and have low crime rates. Forces beyond our control have a lot to do with crime, but our great, dedicated team in blue helps secure this reputation. And we need to keep it that way.

I do not believe we should alter the course for assessing the requirements for rebuilding our police facilities due to the possibility of outsourcing. Based on what I'm hearing from the community, outsourcing is not an acceptable option. And this possibility would unacceptably delay decision-making for the police building.

Nancy Twomey, Carmel

Forest management and fires

Dear Editor,

The April 4 and 11 editions of The

See **LETTERS** page 28A



**Carmel-
by-the-Sea**

Nova Romero <nromero@ci.carmel.ca.us>

Emailed comments for the July Council Meeting

'Anne Herzog' via cityclerk <cityclerk@ci.carmel.ca.us>

Mon, Jun 30, 2025 at 11:05 AM

Reply-To: Anne Herzog [REDACTED]

To: cityclerk@ci.carmel.ca.us

Jeff and council members;

We own a home on Guadalupe across from the Forest theater. We understand you are not only considering expanding the lot, but using it for possible valet parking. We have serious concerns about traffic on our street if it is used for the valet option. We would prefer it be used for employee parking as that would minimize cars coming and going.

Thank you,

Kurt & Anne Herzog

Sent from my iPhone



CITY OF CARMEL-BY-THE-SEA CITY COUNCIL Staff Report

July 1, 2025
ADJOURNMENT

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Chip Rerig, City Administrator

APPROVED BY: Chip Rerig, City Administrator

SUBJECT: Presentations received after agenda posting

RECOMMENDATION:

BACKGROUND/SUMMARY:

FISCAL IMPACT:

PRIOR CITY COUNCIL ACTION:

ATTACHMENTS:

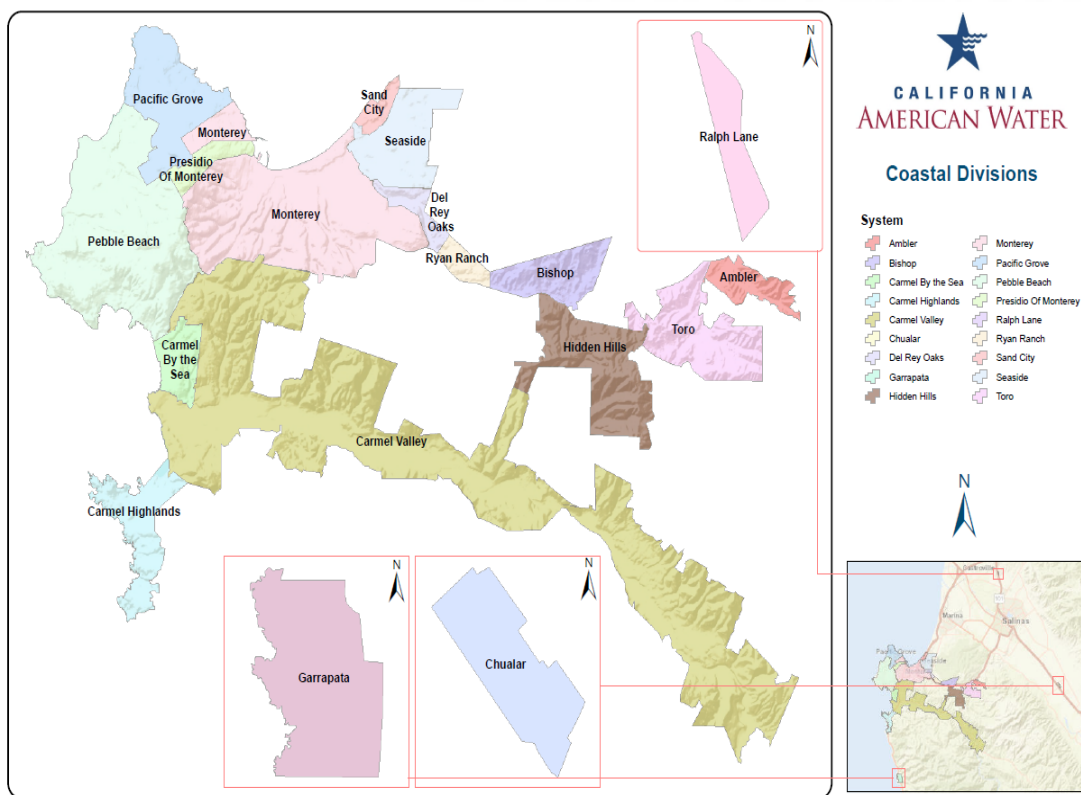
Dolores St. Water Main Replacement Phase 2
PD & PW Building Ad Hoc Report
Architect Agreement with Moore Ruble Yudell for HML Project
MEarth Non-Profit Spotlight
Traffic Safety Committee Stop Signs Recommendation
Moore Ruble and Yudell PPT slides
MPWMD Update PPT



Dolores Street Water Main Replacement Project

City of Carmel-by-the-Sea
City Council Presentation

About California American Water in Monterey



FACTS AT A GLANCE:

100,000+ Customers Provided with Reliable Water Supplies

680 Miles of Pipeline Managed

1,730 Meters Replaced

12,500 Feet of Main Pipeline Replaced in 2024

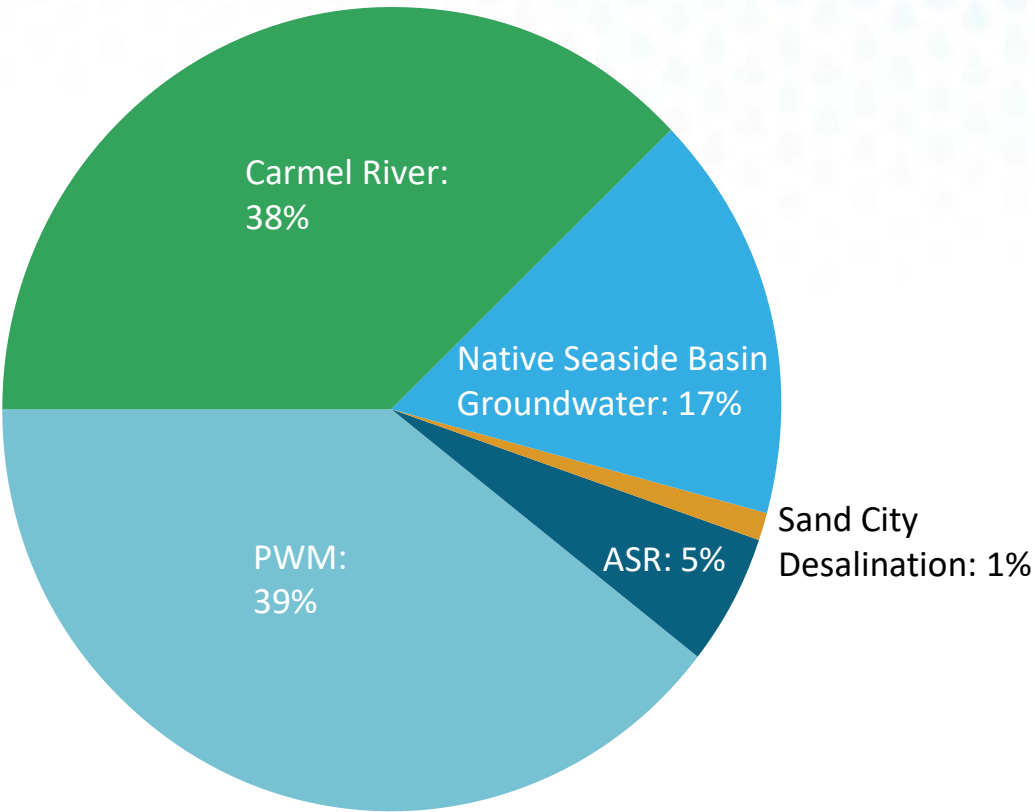
0 Recordable Safety Incidents

\$1,270,000 in financial assistance provided, Monterey County community support and American Water Charitable Foundation Grants

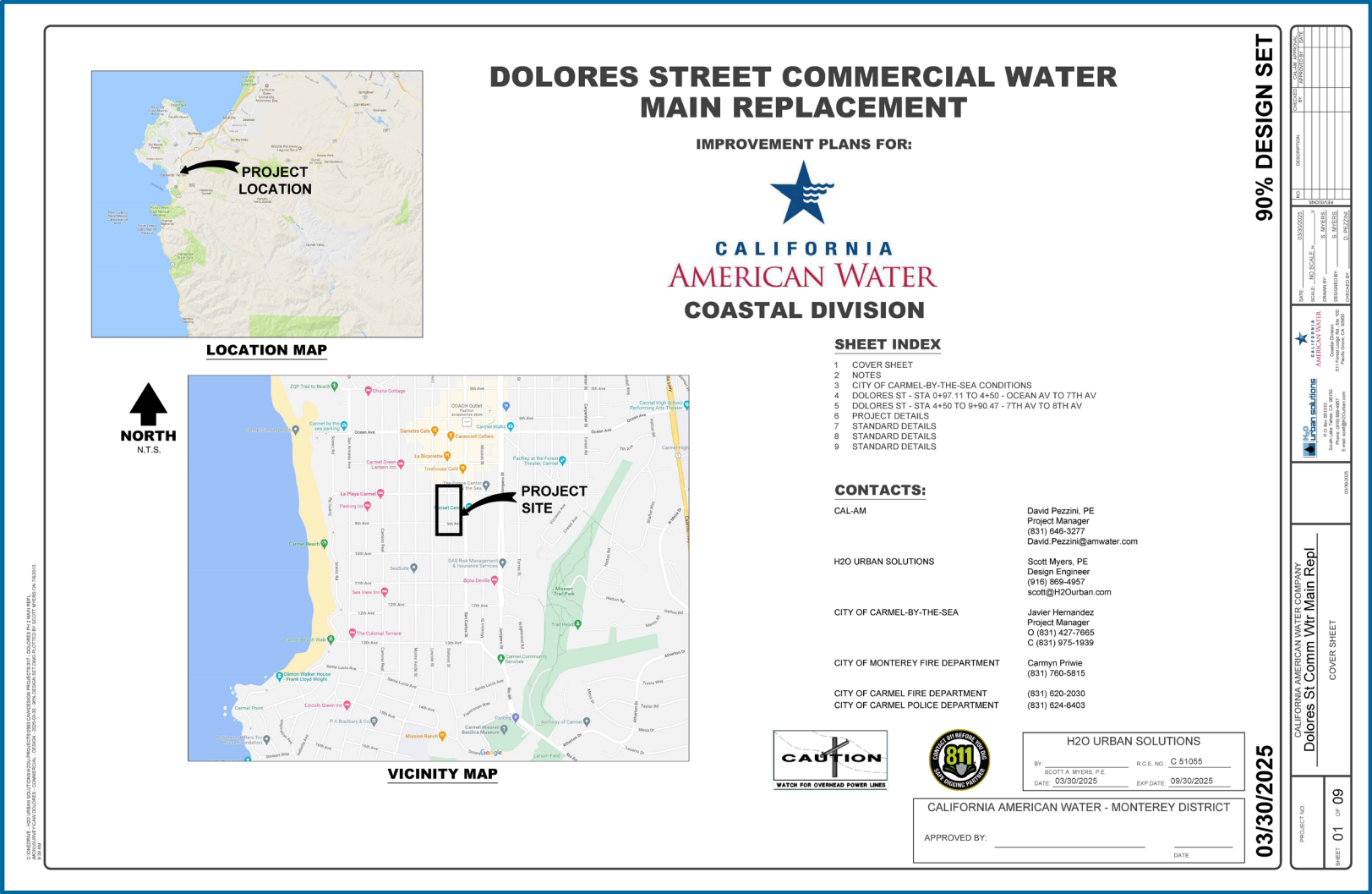
Current Water Supplies

Monterey’s existing water supplies include:

- Carmel River: 3,376 AFY
- Native Seaside Basin Groundwater: 1,474 AFY
 - *NOTE: 1,474 AFY but reduced to 774 AFY for at least 25 years to satisfy obligations to pay back prior overproduction once desalination is online*
- Sand City Desalination: 94 AFY
- Aquifer Storage & Recovery (ASR): 0 to 470 AFY
- Pure Water Monterey (PWM): 3,500 AFY



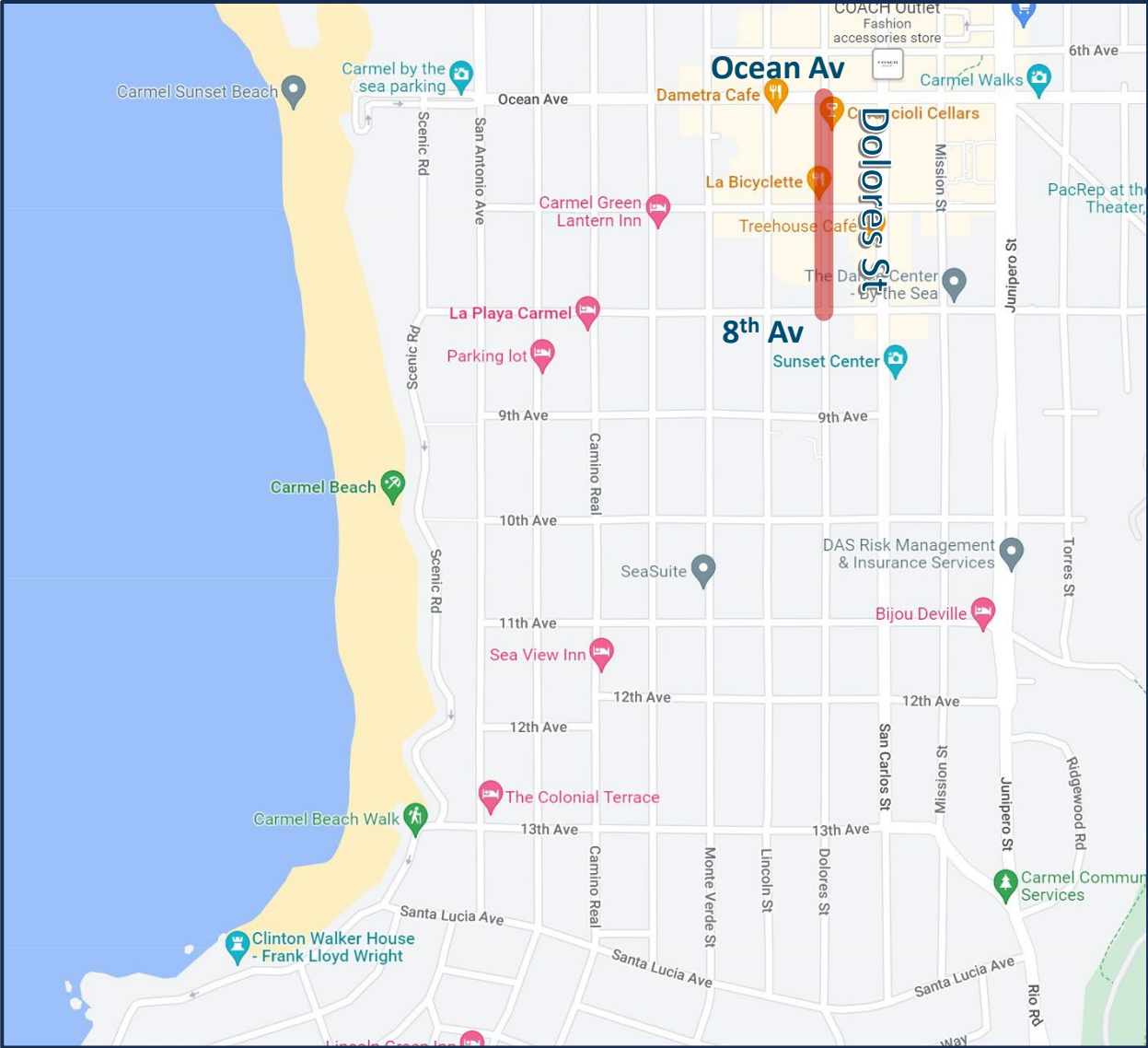
Dolores St Commercial Water Main Replacement Project



Project Site Map

Legend:

 Project Limits



Project Scope of Work

- Replace Existing 4" Water Main with New Upgraded 8" PVC Water Main, 900 ft, Ocean Avenue to 8th Avenue
- 47 New Upgraded 1" Commercial Water Service Lines and Water Meter Boxes
- 6 New Upgraded 1.5" & 2" Commercial Water Services Lines and Water Meter Boxes
- 6 New Upgraded 4" & 6" Commercial Fire Sprinkler Services
- New Upgraded Water System Connections at Existing Side Streets with Additional Isolation Valves
- New Water Main located safe distance from existing underground natural gas main and sewer main.
- Restoration of Concrete Roadway Sections along Water Main Trench Section and Service Laterals
- Project Design by Scott Myers, PE of H2O Urban Solutions on behalf of Cal Am Water
- **Provides Overall Improvement of Water Infrastructure for Resiliency & Reliability of the Water System**

Preliminary Construction Schedule

- Mobilize & Confirm Existing Utilities (Potholing)
- Install New Water Main
- Install New Water Service Lines
- Pressure Test & Disinfect New Water System
- Connect New Water System
- Connect Customers to New Water System
- Concrete Roadway and Pavement along Trench
- Replace Roadway Striping
- Final Cleanup | Construction Complete
- Demobilize



Potential Customer Impacts

- One way traffic provided through the Work Zone generally one block at a time during work hours (8 am – 5 pm)
- No Street Parking in Work Zone during work hours
- Delivery vehicles accommodated in Work Zone providing a designated delivery area within the cone zone
- Pedestrian sidewalks maintained on both sides of the roadway within Work Zone
- Construction Noise during work hours (8 am – 5 pm)
- Limited Water Shutdowns for Tie-Ins, 8 hour window during work hours
- Hotel passenger drop off temporarily moved from street shoulder to driveway entrance during construction activity in that portion of the project



Typical Water Main Installation
Productivity in Work Zone

Community Coordination and Partnership

- Cal Am Water will provide a Project Notification Letter to be sent out with a phone number available 24/7 for Customers
- Cal Am Water and Contractor will comply with the all conditions of approval
- Cal Am Water and Contractor is requesting an Encroachment Permit
- Questions?



Thank you!

CITY OF CARMEL-BY-THE-SEA

Ad Hoc Report on Spacing Requirements and Needs List for Police & Public Works Building Project

City Council Meeting

July 1st 2025



History

March 27th 2025 City Council Meeting:

- Ad Hoc Developed (Mayor Byrne and Councilmember Baron)
- Intention to go through the Needs and Spacing requirements with staff
- Return to Council with presentation
- Seek direction from council



RECOMMENDATION

Receive a report on the status of the Police and Public Works Building Project and provide any updated policy guidance deemed necessary on the following topics being discussed.



RECOMMENDATION

1. Review and provide policy guidance on the existing needs analysis, including the Ad Hoc Committee's proposed new spacing requirements.
2. Determine if the City Council is interested in exploring the "Tear down and Rebuild Option" as previously discussed at the February 10th, 2025 meeting, or if retention of the existing building and a substantial remodel is preferred.
3. Provide direction to staff on whether to continue with Indigo as the architecture firm or to explore other options.

DRAFT CARMEL POLICE BUILDING SPACE USE: EXISTING, REQUIRED, AND WANT							
DIVISION						Staff Commentary/Description	Ad Hoc SF
	SPACE	EXISTING	INDIGO 1	WANT	INDIGO 2		
		TOTAL SF	TOTAL SF	TOTAL SF	TOTAL SF		
PUBLIC		210	2,130	1,090	1,945	New Total	1090
	LOBBY	210	360	260	360	Lobby is essential for patrons to access the front desk, obtain information and resources.	260
	UNISEX RESTROOM	0	70	70	86	There currently isn't a restroom available for the public. Nearest one is Devendorf park.	70
	PERSONNEL SALLY PORT	0	100	0	0	***Removed***- Not essential to operations	
	SOFT INTERVIEW ROOM	0	140	100	139	Space would be used to interview victims of crimes at	100
	LIVE SCAN ROOM	0	80	0	0	***Removed*** Placed in lobby	
	MULTI-PURPOSE LARGE MEETING RM	0	1,080	500	1,066	Room to serve as a large briefing room for major city events like Car Week, an Emergency Operations Center, and a Community Room	500
	MPR STORAGE ROOM	0	200	80	179	Closet Space to store chairs, tables, equipment for Room	80
	EOC STORAGE CLOSET	0	100	80	115	Closet space to store Emergency Operations Center Supplies	80
ADMINISTRATION		216	635	380	880	New Total	175
	CHIEF'S OFFICE W/ CLOSET	174	250	175	284	Same size as existing. Enough room to meet with 3-4 other people and for confidential conversations.	175
	DEPUTY CHIEF'S OFFICE				222	***Removed*** This isn't a position in our staffing	0
	ADMIN OPEN OFFICE	0	90	0	64	***Removed*** This isn't a position in our staffing	
	EXECUTIVE CONFERENCE ROOM	0	250	160	245	***Removed*** Multipurpose Room can function as a Conference Room	
	STORAGE ROOM	42	45	45	65	***Removed*** Storage found in other areas	

RECORDS		0	180	90	496	New Total	90
	RECORDS OPEN OFFICE	0	90	0	496	***Removed*** Records Closet in	
	SECURE FILE STORAGE ROOM	0	90	90	0	Enough room for multiple files required to be stored by Police. Although a lot of records are now stored electronically, the department has a number of files that are in hard copy and must be retained. This area would be for police reports, officer misconduct investigative reports, police training files and historic documents. New legal requirements SB-1 require longer retention periods for officer files.	90
DISPATCH		381	340	369	642	New Total	369
	OPEN OFFICE	381	340	225	280	A 15x15 room would be sufficient for two police dispatch centers and storage for important resource information, compters and files.	225
	SUPERVISOR OFFICE			144	123	A dispatch supervisor office is needed to conduct supervisor business. The supervisor is responsible for records managment, PRA requests, Police data inquiries, Report filing, and personnel supervision.	144
	REST AREA				239		
COMMUNITY SERVICES & CODE ENFORCEMENT		0	270	180	315	New Total	180
	OPEN OFFICE (SHARED W/ RECORDS?)	0	270	180	315	This includes area for Animal Control and Parking Officers to work, store equipmet & supplies.	180
TRAFFIC		0	0	194	166	New Total	0
	STORAGE	0	0	50	0		
	TRAFFIC AND EVENTS COORDINATION			144	166		
COMMUNITY ENGAGEMENT		0	340	190	121	New Total	190
	OPEN OFFICE	0	90	0	0		
	STAGING SPACE (IN OPEN OFFICE)	0	160	0	0		0
	COMMUNITY ROOM	0	0	0	0		
	STORAGE	0	90	90	121	Storage is needed for office supplies and community engagement items.	90
	V.I.P. ROOM	0	0	100	0	This is a room where VIPS could access their equipment, supplies and have small lockers or cubbies to hold their personnal belongings	100

INVESTIGATIONS		104	410	388	135	New Total	144
	DETECTIVE OFFICE	104	120	144	135	This room is for a single detective to manage cases, conduct investigations. Detectives handle sensitive cases and often times that information is kept away from the rest of the department. Privacy is needed for these files and sensitive discussions.	144
	INVESTIGATIONS SERGEANT	0	90	0	0		
	SOFT INTERVIEW ROOM	0	0	144	0	Already in Lobby -Used for victims- (See Lobby)	
	INTERVIEW ROOM	0	120	100	0	In Booking area and used for suspects-(See Booking)	
	INTERVIEW MONITOR ROOM	0	80	0	0	Moved to Booking Area	
	CRIME ANALYST OFFICE	0	0	0	0		
	SECURE FILE ROOM	0	0	0	0		
	INVESTIGATIONS CONFERENCE RM	0	0	0	0		
INTERNAL AFFAIRS		0	0	60	0	New Total	0
	DOCUMENT STORAGE	0	0	60	0		
RECRUITMENT & FACILITIES (INCL. CADETS & VOLS)		0	0	382	0	New Total	140
	TRAINING ROOM	0	0	242	0		
	RECRUITMENT STORAGE	0	0	50	0	A closet for police equipment is needed. Equipment for new hires and the replacement of damgaed gear, including bulletproof vests, uniforms, police leather gear, rain gear.	50
	FACILITIES STORAGE	0	0	90	0	This is a janitorial closet needed for storage of cleaning supplies	90
	CADETS & VOLUNTEER SPACE	0	0	0	0		
PATROL		500	970	1,058	1,299	New Total	1058
	STAFF ENTRY	0	90	0	495		0
	DUTY WATCH OFFICE W/ CLOSET	114	120	0	0		
	COMMANDER'S OFFICE	113	0	144	0	The police commander needs an office to conduct daily meetings and for privacy as needed.	144
	SERGEANT'S OFFICES	0	180	144	256	Sergeants need privacy for conducting performace evalautions and for conversations with officers.	144
	REPORT WRITING/ BRIEFING ROOM	273	400	400	311	A space large enough for comptper desks, shift briefing area, resouce storage and report writing. Shift briefings take palce 2-3 times a day.	400
	VEHICLE EQUIPMENT STORAGE			90	135	A closet is needed to store all the equipment removed from a patrol vehicle when it is at the garage for service. Additional equipment not always in the vehicles could be stored in this room as well.	90
	PATROL KIT LOCKERS	0	90	90	0	A small closet where patrol officers can store their duty bags while off duty. Not needed if lockerroom is large enough to store bags.	90
	ARMORY	0	90	90	0	Small room to hold weapons for department-patrol vehicle weapons removed from vehicles, additional weapons, and officer weapons removed while transporting a suspect in and around the station.	90

						Additional storage for excess police equipment. Uniforms, jackets, cameras, AED's, traffic monitoring equipment, cones, barricades	100
	POLICE EQUIPEMT STORAGE			100	102		
	JUVENILE WAITING	0	0	0	0	This is provided with the lobby interview room.	
	FIRING RANGE	2,070	2,070	1,850	2,084	New Total	0
						The shooting range is desirable by the polcie department but it is also unstandable that other accomodations can be made to meet our training requirements.	
	25-YARD RANGE	1,850	1,850	1,850	1,766		
	FOUR STALLS	175	175	0	136	***Removed***	
	CLEANING ROOM	45	45	0	182	***Removed***	
	SWAT	0	0	244	107	New Total	144
	STAGING AREA	0	0	100	0	***Removed***	
						Room needed for CERT response equipment. Currently in two closets at Vista Lobos.	144
	CERT EQUIPMENT STORAGE			144	107		
	STAFF	724	1,440	1,460	1,565	New Total	1220
						Area needed for police personnel to eat and take a break.	250
	BREAK ROOM	250	250	250	244		
						Space needed for physical wellness for officers. This job has a physical fitness requirement and a gym should improve health, reduce injury. This is also a benefit for the officers and helps with recruitment and retention	300
	PHYSICAL TRAINING/ GYM	0	420	300	514		
						Lockerooms needed for officers to change for shifts, shower and store equipment.	600
	ALL-GENDER LOCKER ROOM	0	700	700	477		
	MEN'S LOCKER ROOM	230	0	0	0		
	WOMEN'S LOCKER ROOM	201	0	0	0		
						Toilets are a must, showers -especially if there is a gym but also for decontamination.	70
	UNISEX SHOWER W/ TOILET	43	70	70	300		
	BUNK ROOM/ QUIET ROOM	0	0	90	0	***Removed***	
	LAUNDRY PICK-UP SPACE	0	0	50	30	***Removed***	
	BOOKING	81	190	320	310	New Total	250
						Small room to process suspects. This room can also double as a suspect interview room.	120
	INTAKE ROOM	81	120	120	0		
						This is a room for victims of crimes to be interviewed. We have achieved this space by making the lobby interview room a dual purpose room for both victims of crimes and for our use in temporarily holding juvenile offenders for parental pick-up.	
	SOFT INTERVIEW ROOM	0	0	0	0		
						This room is for suspect interviews. We have made the booking room a dual prpose space to include room to temporarily hold suspects for an interview.	
	HARD INTERVIEW ROOM	0	0	0	164		

	INTERVIEW MONITOR ROOM	0	0	80	75	A small room off of the booking/holding room where recording equipment and a viewing space is provided during suspect interviews.	60
	BOOKING TOILET	0	70	70	71	A toilet is helpful when suspects have to relieve themselves. Some bookings/interviews take hours.	70
	TEMPORARY HOLDING CELL	0	0	0	0	Not needed if the booking room is large enough to conduct interviews.	
	SECURE STORAGE	0	0	50	0	***Removed*** located in patrol under secure storage	
	TESTING	0	0	0	0		
PROPERTY		384	1,420	720	1,426	New Total	620
	EVIDENCE PREPARATION	0	120	0	129	***Removed*** this is included in Evidence Processing area	
	EVIDENCE PROCESSING	0	200	120	141	A space where officers can safely process and package evidence is needed.	120
	MAIN STORAGE	315	900	400	991	A space large enough for all the evidence we take in. Despite our efforts to return and purge evidence. Some must be retained for court appearances and or identification of victims.	400
	HIGH VALUE STORAGE	69	100	100	165	A seperate space within the evidence room where we store, drugs, guns, and money	100
	COLD STORAGE	0	100	0	0	***Removed*** refrigerator sufficient	
	EVIDENCE TECH OFFICE	0	0	100	0	***Removed*** space in evidence room sufficient	
EMERGENCY OPERATIONS		641	0	0	0	New Total	0
	MAIN E.O.C. SPACE	291	0	0	0	Already achieved with Multi-Purpose room off lobby (See Public)	
	OPEN OFFICE	97	0	0	0	Already achieved in Multi-purpose room (see Public)	
	COMMAND CONF RM W/ CLOSET	179	0	0	0	Already achieved in Multi-purpose room (see Public)	
	E.O.C. STORAGE	74	0	0	0	Already achieved in Multi-purpose room (see Public)	
GARAGE		190	500	200	0	New Total	200
	MOTORCYCLE BAY	190	260	200	0	Space is needed for two motorcycles and two electric bicycles.	200
	E-BIKES	0	240	0	0	***Motorcycle Bay to accomodate***	
INFORMATION TECHNOLOGY		132	220	130	241	New Total	150
	TRAINING CLASSROOM	0	0	0	0		
	TRAINING STORAGE	0	0	0	0		
	IT MANAGER'S OFFICE	0	90	0	0		
	SERVER ROOM	98	130	130	241	IT request -Room large enough to expand city-wide server system	150
	ALARM ROOM	34	0	0	0		

	SERVICE/ UTILITY	341	140	140	193	New Total	240
	JANITOR CLOSET	40	50	50	50	Janitor closet.	50
	MECHANICAL ROOM	301	0	0	31		100
	ELECTRICAL ROOM	0	90	90	112	IT/PW request	90
	TOTALS						
	NET AREA	5,974	11,255	9,445	11,925	NET AREA	6260
	EFFICIENCY	77%	70%	70%	69%		
	GROSS AREA (ROUNDED)	7,800	16,100	13,500	17,190	w/ hallway space added	7260

DRAFT CARMEL POLICE SITE SPACE USE: EXISTING, REQUIRED, AND WANT 2024-10-22							
SITE						Staff Commentary/Description	AD Hoc SF
	SPACE	EXISTING	Indigo 1	WANT	Indigo 2		
		TOTAL SF	TOTAL SF	TOTAL SF	TOTAL SF		
PUBLIC PARKING		10,560	4,600	0	10,516	New Total	1000
	VISITOR PARKING	0	1,000	0	4,212		
	VISITOR ACCESSIBLE PARKING	0	800	0	886		
	PUBLIC PLAZA	9,350	800	0	4,418		
	BUILDING ACCESS RAMPS, ETC	0	2,000	0	900	These would be an ADA requirement with any remodel or rebuild	900
	NON-ACCESSIBLE ACCESS STAIRS, ETC	1,210	0	0	100	These would be an ADA requirement with any remodel or rebuild	100
SECURE SWORN & STAFF PARKING		0	4,400	5,300	3,377	New Total	9000
	STAFF PARKING	0	0	2,500	0	5-6 Police Personnel Park daily on the street- Providing this space would free up parking for residents/guests.	4000
	STAFF ACCESSIBLE PARKING	0	0	800	0		
	PATROL PARKING	0	3,000	0	3,077	Additional space needed for police vehicles (City Vehicles), existing lot isn't big enough for all vehicles. existing space requires 3-4 vehicles to be parked on street. Adding a gate would create secure space for vehicles	5000
	OTHER FULL-SIZE SPACES	0	500	2,000	0		
	COMPACT SPACES FOR METERING	0	900	0	0		
	BUILDING ACCESS RAMPS, ETC	0	0	0	0		
	MOTORCYCLE PARKING	0	0	0	300	***Included on next page (Garage)***	

NON-SECURE STAFF PARKING		3,950	0	0	2,000	New Total	0
	MIXED PARKING	3,950	0	0	2,000	***See above (Secure Sworn & Staff Parking ****	0
SALLY PORT		0	0	1,520	0	New Total	200
	FENCED VEHICLE PULL-IN/ PULL-THROUGH	0	0	500	0		
	PATROL BIKE GARAGE	0	0	240	0	***Included on next page (Garage)****	
	EVIDENCE BIKE ENCLOSURE	0	0	240	0	Stroage areas needed for large evidence items	200
	K-9 KENNELS	0	0	540	0	**** See below****	
OTHER POLICE SITE USE		2,670	2,000	3,000	6,650	New Total	700
	LANDSCAPING	2,000	2,000	0	6,278		
	STORAGE & KENNELS (NON-SECURE)	670	0	0	372	Space needed for both Live & Deceased animal storage	700
	SECURE COURT FOR STAFF	0	0	1,500	0		
	PASSANGER DROP-OFF	0	0	1,500	0		
TOTALS							
	NET SITE AREA	17,180	11,000	9,820	22,543		10,900
	EFFICIENCY	75%	75%	75%	93%		
	GROSS AREA (ROUNDED)	23,000	25,400	22,100	24,125	w/ Plaza & Landscaping	



Police Building

Police Function: (Building) - Interior Space

<u>NET AREA</u>		<u>GROSS AREA</u>
Existing Total:	5974 sq. ft.	7800 sq. ft.
Indigo Recommended:	11,925 sq. ft.	17,190 sq. ft.
Ad Hoc Recommended:	6260 sq. ft.	7260 sq. ft.

Changes in spacing in this area included the removal of the police firing range, reduced sizing of offices and the elimination of additional offices determined to be not essential.

Police Function: (Site Space) - Exterior Space

<u>NET AREA</u>		<u>GROSS AREA</u>
Existing Total:	17,180 sq. ft.	23,000 sq. ft.
Indigo Recommendation:	22,543 sq. ft.	24,125 sq. ft.
Ad Hoc Recommended:	10,900 sq. ft.	(determined by size of plaza)

A major portion of the Ad Hoc recommended area includes 9000 sq. ft for staff and police vehicle parking. The rest is for ADA access ramp, Kennels, and Storage.

DRAFT CARMEL PUBLIC WORKS BUILDING SPACE USE: EXISTING, INDIGO 1, INDIGO 2, AND CURRENTLY RECOMMENDED						
SITE					Staff Commentary/Description	Ad Hoc Recommended
	SPACE	EXISTING	INDIGO 1	INDIGO 2		
		TOTAL SF	TOTAL SF	TOTAL SF		
A. PUBLIC		450	530	380	New Total	380
	LOBBY	350	360	280		280
	COUNTER	100	100	100		100
	UNISEX RESTROOM	0	70	0		0
B. ADMINISTRATION		520	520	750	New Total	350
	DIRECTORS OFFICE WITH CLOSET	250	250	280		150
	ADMINISTRATIVE COORDINATOR	170	170	280		100
	ADMINISTRATIVE ANALYST	100	100	150		100
C. FACILITY MAINTENANCE		200	200	185	New Total	120
	FACILITIES MAINTENANCE SUPERVISOR	200	200	185		120
	FACILITIES MAINTENANCE SPECIALIST	0	0	0		0
D. PROJECT MANAGEMENT		390	390	455	New Total	285
	PROJECT MANAGER	170	170	162		100
	PROJECT MANAGER	120	120	162		100
	PLAN LAYOUT AREA & STORAGE	100	100	132		85
E. ENVIRONMENTAL PROGRAMS		270	470	505	New Total	100
	ENVIRONMENTAL PROGRAMS MANAGER	170	170	162		100
	ADMIN TECHNICIAN (3)	100	300	255	Provided in G. ADDITIONAL SPACES	
	LAB	50	50	88		
F. FOREST, PARKS, & BEACH		340	270	409	New Total	150
	CITY FORESTER	170	170	162		150
	ASSISTANT CITY FORESTER	100	100	162		0
	PERMIT TECHNICIAN	70	70	85		0
	TREE CLIMBER & CARE SPECIALIST	0	0	0		
	MAINTENANCE WORKERS	0	0	0		

G. ADDITIONAL SPACES		0	0	672	New Total	500
	OFFICE (1)	0	0	162		100
	OPEN OFFICE (6)	0	0	510		400
H. STREET MAINTENANCE		290	120	315	New Total	200
	PW SUPERINTENDENT	170	170	192		100
	STREETS SUPERVISOR	120	120	123		100
I. SHARED SPACES		1,405	1,620	2,092	New Total	1265
	OFFICE SUPPLIES, COPY AREA, MAIL	200	200	144		120
	OFF-SITE MAIL ROOM	100	0	0		0
	VOLUNTEER STORAGE	100	100	65		
	ALL GENDER LOCKER ROOM W/CHANGING ROOM	35	700	852		500
	DEPARTMENT MEETING ROOM	0	0	0		0
	EXECUTIVE MEETING ROOM	250	250	257		0
	FIELD STAFF MEETING	350	0	0		0
	BREAK ROOM	300	300	355		350
	LACTATION/RELAXATION ROOM	70	70	101		70
	RESTROOMS	350	350	318		200
	LAUNDRY SPACE - STORAGE FOR PICK UP	25	25	0		25
J. SERVICE/UTILITY		300	300	255	New Total	300
	JANITOR CLOSET	50	50	41		50
	IT SERVICE ROOM	50	50	55		50
	MECHANICAL ROOM	100	100	66		100
	ELECTRICAL ROOM	100	100	93		100
TOTALS						
	TOTAL SQUARE FOOTAGE	4,165	4,420	6,018		3,650

DRAFT CARMEL PUBLIC WORKS BUILDING YARD SPACE: EXISTING, INDIGO 1, INDIGO 2 AND CURRENTLY RECOMMENDED						
DIVISION					Staff Commentary/Description	Ad Hoc Recommended
	SPACE	EXISTING	INDIGO 1	INDIGO 2		
		TOTAL SF	TOTAL SF	TOTAL SF		
K. PUBLIC PARKING		1,330	7,690	5,203	New Total	0
	VISITOR PARKING	500	6,000	4,212		0
	VISITOR ACCESSIBLE PARKING	800	1,600	886		0
	BIKE PARKING	30	90	105		0
L. STAFF PARKING		1,830	0	0	New Total	0
	ADMIN PARKING	500		0		0
	FIELD PARKING	500		0		0
	ACCESSIBLE PARKING	800		0		0
	BIKE PARKING	30		0		0
M.	PUBLIC WORKS VEHICLE PARKING	4,500	11,800	11,516	New Total	9000
	PARKING, CARS, AND PICK UPS (14)	500	7,000	4,905		5000
	HIGH RANGER BAY	800	800	6,611		800
	BACKHOE BAY/AWNINGS	800	800	0		800
	LOADER BAY/AWNING	800	800	0		800
	SWEEPERS (2)	800	1,600	0		800
	TRUCK DELIVERIES (PARTS)	800	800	0		800
N. WORKSHOP/FABRICATION		3,700	3,700	3,967	New Total	3700
	WOOD SHOP	400	400	440		400
	PAINT SHOP BUILDING	400	400	915		400
	WELDING SHOP	400	400	336		400
	FACILITIES SHOP	400	400	262		400
	SIGN SHOP	400	400	308		400
	TOOLS STORAGE AREA	400	400	227		400
	MATERIALS STORAGE - STREETS	400	400	336		400
	FORESTRY STORAGE	200	200	603		200
	IRRIGATION SUPPLIES	200	200	0		200
	NURSERY STORAGE	500	500	540		500

O. FLEET MAINTENANCE & STORAGE		3,300	2,500	2,530	New Total	3300
	FLEET MAINTENANCE SHOP W/STORAGE	2,000	2,000	1,984		2000
	WASH BAY TRUCKS & EQUIPMENT	800	0	0		800
	WASH BAY (2)	500	500	546		500
	FUELING	0	0	0		0
	GASOLINE	0	0	0		0
	DIESEL	0	0	0		0
	ELECTRIC CHARGING	0	0	0		0
P. YARD SPACE		18,000	15,000	3,206	New Total	6206
	OPERATIONS SPACE	15,000	15,000	2,206		2206
	GENERATOR	400	400	1,000		400
	MAINTENANCE PARTS & MATERIAL SPACE	400	400	262		400
	TRASH ENCLOSURE	300	300	102		300
	COVERED STORAGE	400	400	400		400
	SAND	500	500	500		500
	GRAVEL	500	500	500		500
	MULCH	0	0	0		1000
	LOGS	0	0	7,108		0
	HAZARDOUS MATERIALS STORAGE	500	500			500
	OFFICE & RESTROOM					0
TOTALS						
	TOTAL SQUARE FOOTAGE	32,660	40,690	26,422		22,206



Public Works Building

Public Works Function: (Building) - Interior Space

NET AREA

Existing Total: 4165 sq. ft.

Indigo Recommendation: 6018 sq. ft.

Ad Hoc Recommended: 3650 sq. ft.

Changes in spacing involve the reduction in room sizes and the elimination of non-essential office space.

Public Works Function: (Site Space) - Exterior Space

NET AREA

Existing Total: 32,660 sq. ft.

Indigo Recommended: 26,422 sq. ft.

Ad Hoc Recommended: 22,206 sq. ft.

Changes in Site Spacing include the removal of Log Storage and reductions in Operations Space. In doing so we also eliminate the need for a Corporation Yard.



Other Considerations

In the 2023 Assessment report several major deficiencies were identified with the building. These structural and Mechanical deficiencies should also be considered in the future decisions made by council regarding this project. The improvements needed to address these deficiencies include:

- Site Accessibility
- Site Drainage to include repairing leaks into the building from roofs and patio
- Earthquake retrofitting
- Replacement of the Boiler and HVAC System
- Replacement of the existing Fire Alarm System
- Replacement of the aging Plumbing System
- Replacement of the Electrical Systems impacted by water intrusion



Questions

1. Is Council comfortable with the spacing requirement changes provided by the Ad Hoc Committee?
2. Does Council want to explore the “tear down and rebuild option” or is retention of the existing building and a substantial remodel preferred?
3. Provide direction to Staff on whether to continue with Indigo as the architecture firm or to explore other options.



CITY OF CARMEL-BY-THE-SEA

Proposed Professional Services Agreement with Moore Ruble Yudell Architects for the Centennial Restoration of the Harrison Memorial Library

**City Council Meeting
July 1, 2025**



Project Proposed by Foundation

The Foundation will fund the Harrison Memorial Library Centennial Restoration Project (“Project”) to upgrade primarily the interior of this historic facility:

- Structural/Seismic
- Basic Infrastructure
- Accessibility
- Technology and Systems

Project costs including Architect Services and Construction Costs are estimated in the \$15 million to \$20 million range.



Project Proposed by Foundation

There are three contracts necessary for the Project:

1. Contract between the City and Foundation
(Recommended by Library Board on March 20 and approved by City Council on April 1)
2. Contract between the City and Architect
(Recommended by Library Board on June 24 and under review by City Council today)
3. Contract between City and Construction Contractor
(To be developed as part of this Project)



Request for Proposal for Architectural Services

- RFP for Architectural Services for The Harrison Memorial Library Renovation Project was issued by the City on August 8, 2024.
- Six proposals were received in response to the RFP.
- The proposals received were thoroughly reviewed by the 19-member Architect Selection Committee.
 - Members had backgrounds in architecture, interior design, and local history.
- After a final review of the two finalists, the Committee unanimously recommended that the City Council approve entering into negotiations with Moore Ruble Yudell Architects (MRY).



Moore Ruble Yudell Architects Experience

- MRY has extensive experience with historic renovations and designing libraries.
- November 1, 2024 letter from Buzz Yudell to the City (Attachment 2) notes:
 - MRY expertise includes some twenty library projects as well as scores of civic and cultural projects.
 - “As the role of libraries in communities evolves, civic, cultural, and educational programs increasingly inform libraries as the centers of community life and learning.”



Proposed Agreement with Ruble Yudell Architects

- The Proposed Professional Services Agreement with MRY (“Agreement”) is Attachment 3 to Staff Report.
- The Agreement includes terms under which MRY will provide the Scope of Services described in Section 1A:
 - Concept and program validation
 - Schematic design
 - Design development
 - Construction documents and permit support
 - Construction bid support
 - Construction observation
 - Architect’s Certificate for Payment
 - Post-occupancy review
 - Addressing matters relating to seismic, accessibility, technology and systems upgrades



Proposed Agreement with Ruble Yudell Architects

- The Foundation will be funding the cost of the services of MRY. There will be three phases for the services by MRY which include:
 - Phase 1: Cost for Schematics/Conceptual Design and Community Engagement
 - Phase 2: Design Development, Engineering and Construction Drawings/Documents and specifications, Estimate of probable cost of construction.
 - Phase 3: Support and consultation during construction.



Proposed Agreement with Ruble Yudell Architects

- The Fixed Fee for each of the Phases will not exceed the following total amounts:
 - Phase 1: \$515,627
 - Phase 2: \$1,081,492
 - Phase 3: \$630,014
- In addition to the Fixed Fee, MRY shall be entitled to compensation for:
 - Supplemental and Optional Services pre-approved in Exhibit C to the Agreement
 - Compensation for Additional Services, if any, in the manner described in the Agreement.



Harrison Memorial Library Board of Trustees

At its meeting on June 24, 2025, the Harrison Memorial Library Board of Trustees reviewed the proposed Agreement with MRY and recommended that the City Council approve the Agreement.



Recommendation

Motion to Adopt a Resolution of the City Council of the City of Carmel-by-the-Sea authorizing the City Administrator to execute a Professional Services Agreement with Moore Ruble Yudell Architects for the Centennial Restoration of the Harrison Memorial Library

Questions?



MEarth

EDUCATING + INSPIRING THROUGH
ENVIRONMENTAL STEWARDSHIP

Katie Reneker, MEarth Executive Director
Carmel City Council, July 1, 2025

MEarth is a place to connect ME to the EARTH.



Mission: to educate and inspire through environmental stewardship.

MEarth is a 501(c)3 nonprofit located adjacent to Carmel Middle School

MEarth On-Site Programs

4,223 visitors to MEarth's Hilton Bialek Habitat

STEM, ecology, wellness education

CUSD Middle School students

Service Learning College Students

Community Days

MEarth Day, Glass Pumpkin Patch

Community Partners

(B&G Club, CPY, Village Project Title 1 Schools)

Summer Camp



MEarth Off-Site Programs

5739 participants in Community outreach programs

Emergency Food Relief

(The Big Share >200 families weekly)

Community Partners

(B&G Club, CPY, Village Project)

Local School Garden Support

Community Events

Girls Health in Girls Hands Summit

Kids Eat Right

Carmel Valley Fiesta

Mobile Farm Stand



What's on the Horizon?



Summer Volunteering! MEarthcarmel.org/volunteer
Indigenous Cuisine Workshop Aug 7th
Mobile FarmStand CV Fiesta Aug 2-3
Glass Pumpkin Patch Sept 13-14

The Next Big Ideas



Amphitheater Repair



MEarth Redwood Grove!



Continuity of Title 1
Accessibility



Continuity of Organic Produce
as Medicine

Please be in touch!



Katie Reneker

Katie@mearthcarmel.org

MEarthCarmel.org



CITY OF CARMEL-BY-THE-SEA

Receive a report and provide policy direction regarding the installation of additional stop signs at intersections within the commercial district

City Council Regular Meeting
July 1, 2025



Background

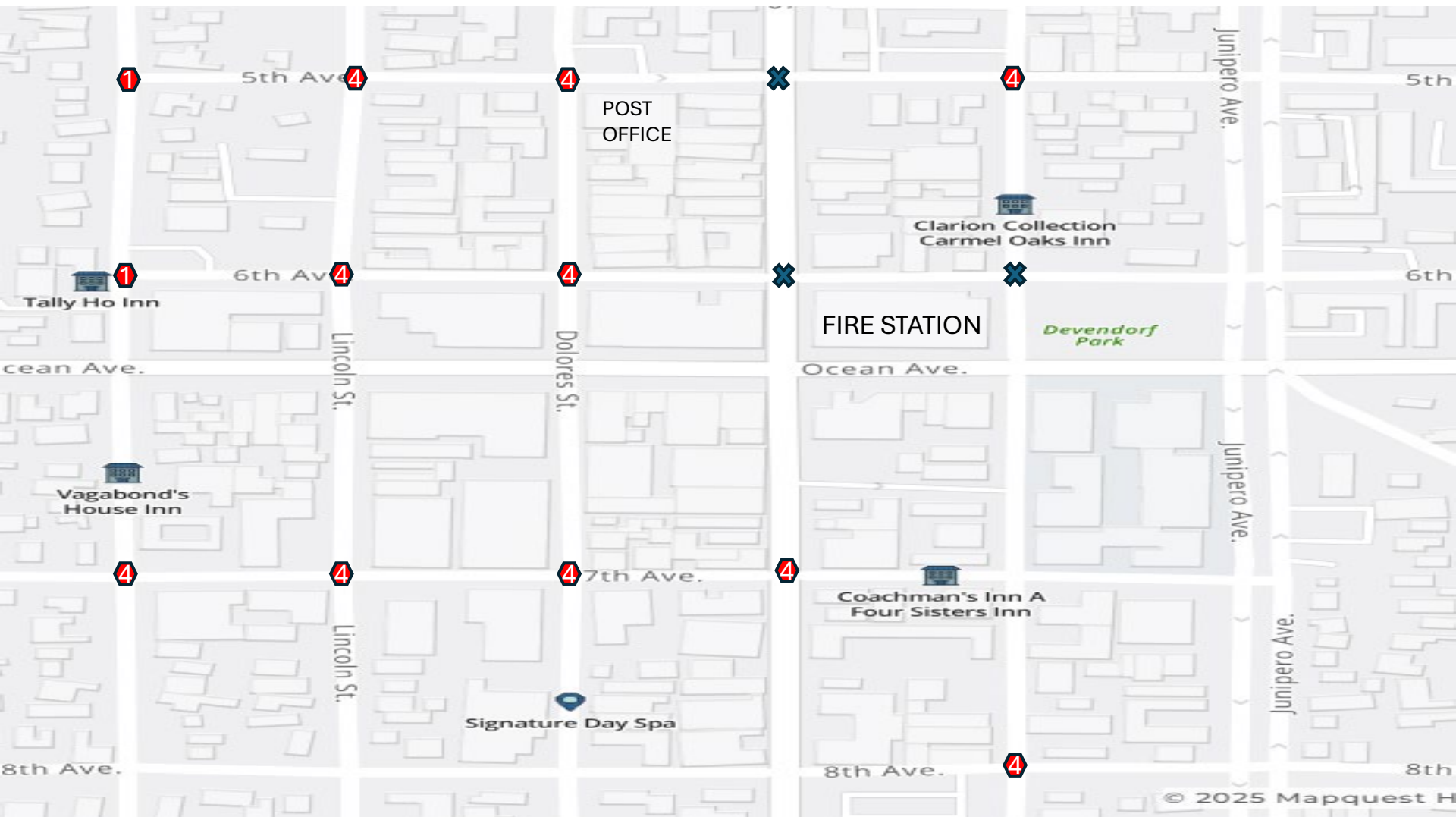
- Traffic Safety Committee (TSC) formerly Community Traffic Safety Commission (CTSC)
- 2003 City conducted a Traffic and Safety study with Higgins Associates
- February 4, 2004: CTSC studied the Higgins Report which included traffic flow patterns in the “Commercial District”
- Commercial District defined as all intersections between:
 - Junipero and Monte Verde & 8th and 5th Avenue

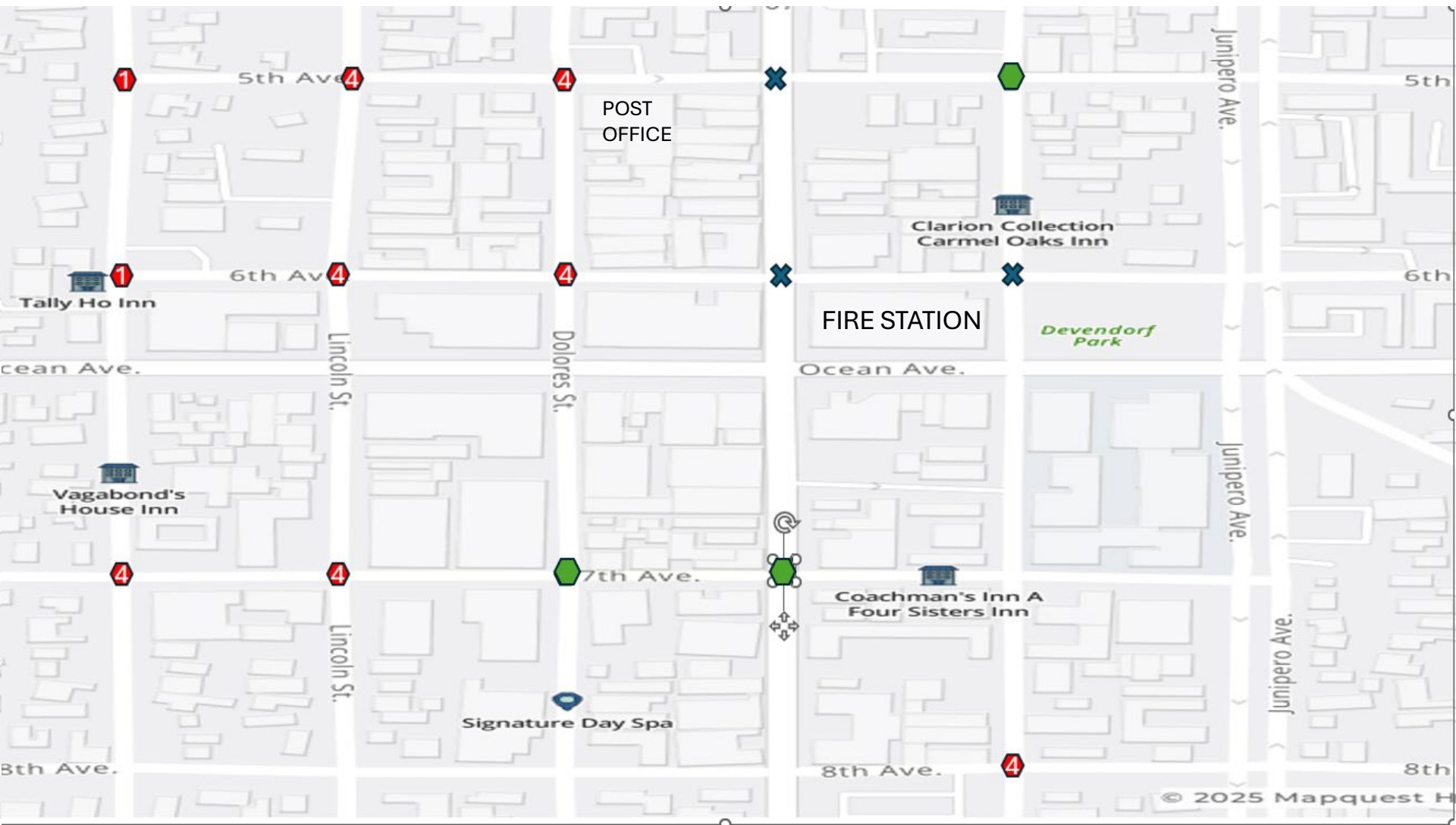


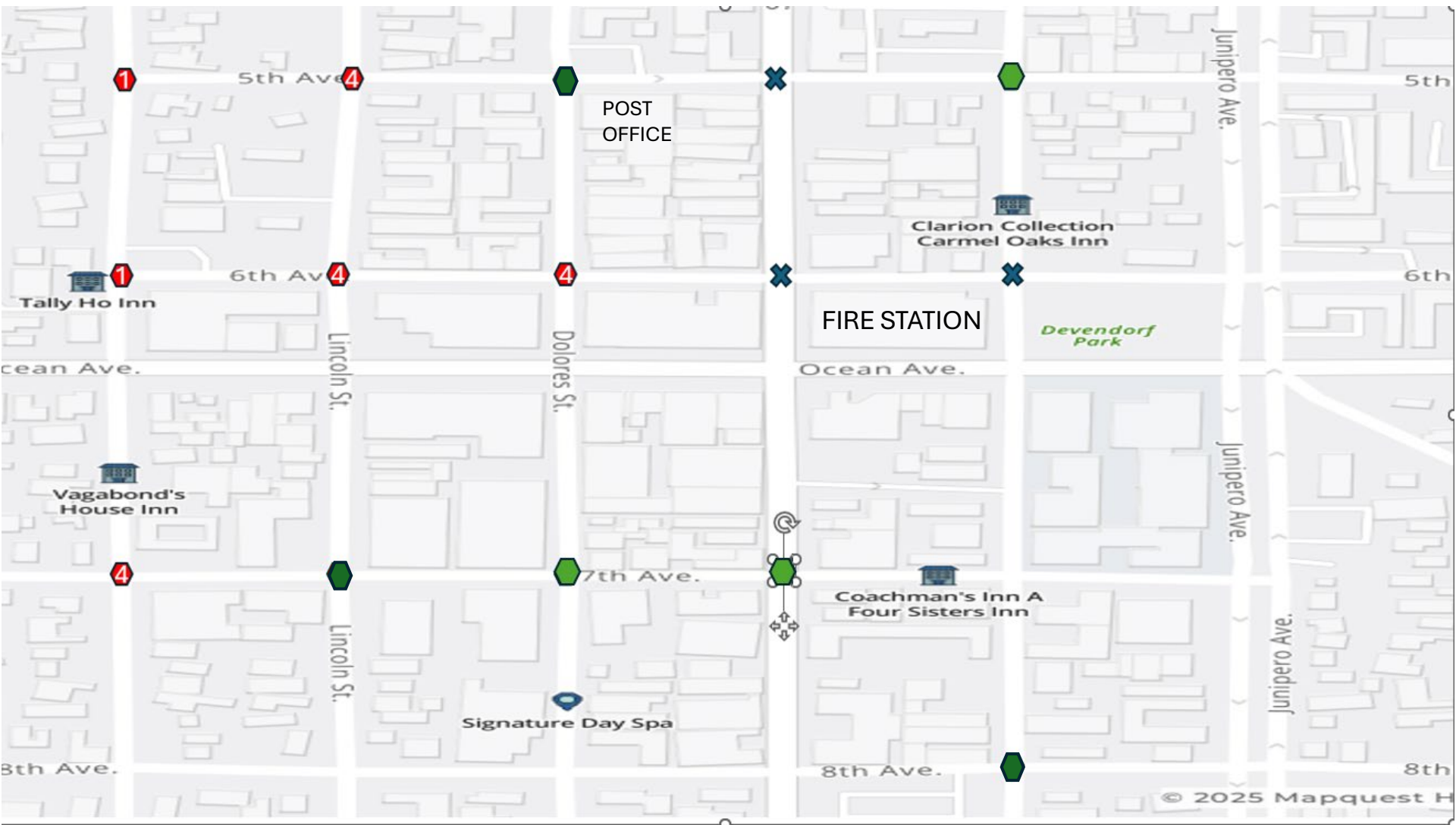
Background

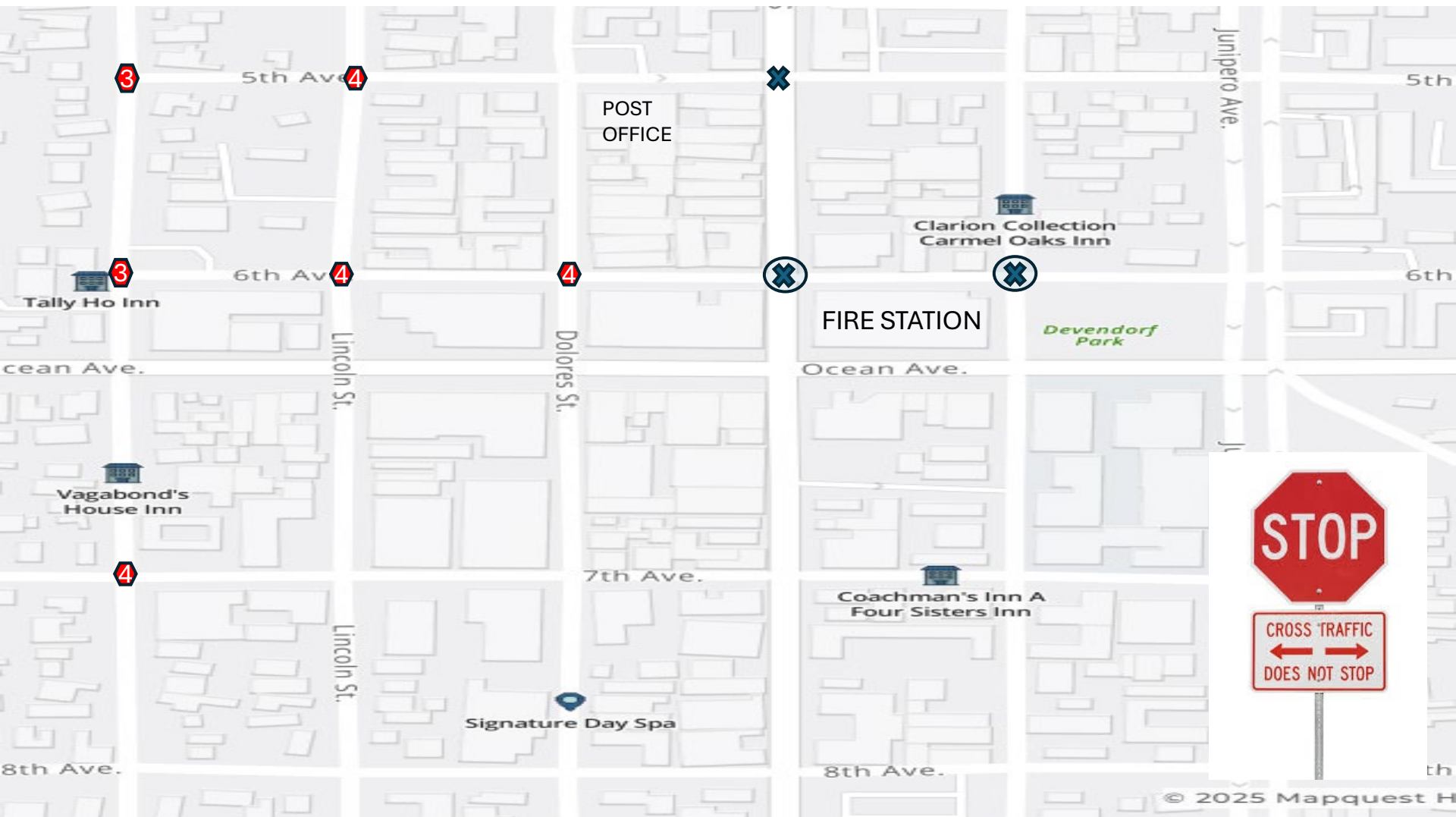
- Recommendation by Traffic Engineer VanHeerden:
 - Additional stop sign controls for intersections in the commercial district.
 - Based on:
 - Analysis of traffic collision data
 - Field Survey of traffic flow patterns
- 15-intersections w/recommended changes

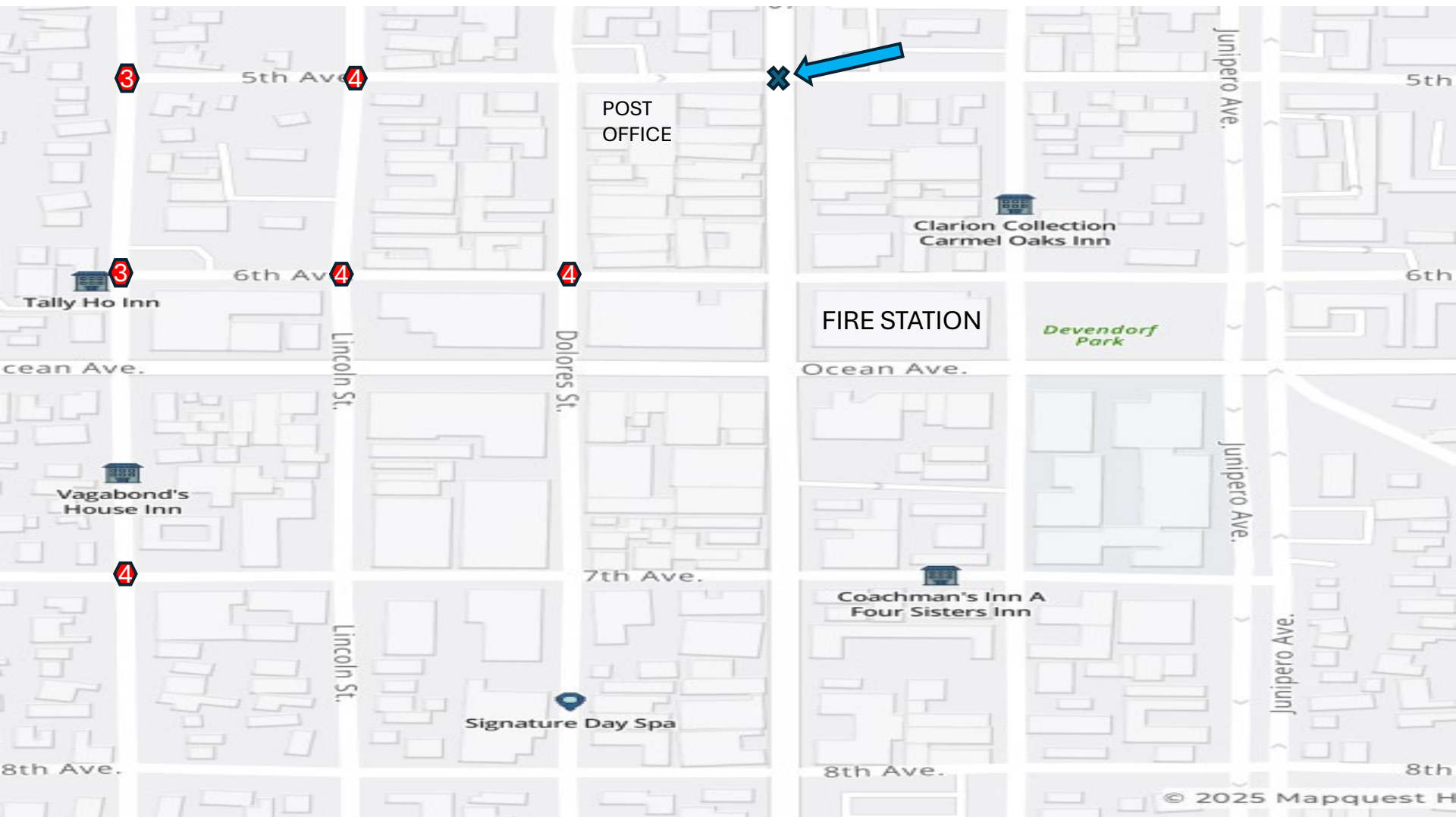
Street	Change Recommended	CTSC- Decision w/Engineer	Notes:
Monte Verde Street & 7 th Avenue	(2-Way to 4-Way)	Agree	
Lincoln Street & 5 th Avenue	(2-Way to 4-Way)	Agree	
Lincoln Street & 6 th Avenue	(2-Way to 4-Way)	Agree	
Lincoln Street & 7 th Avenue	(2-Way to 4-Way)	Agree	
Dolores Street & 5 th Avenue	(1-Way to 3-Way)	Agree	
Dolores Street & 6 th Avenue	(2-Way to 4-Way)	Agree	
Dolores Street & 7 th Avenue	(2-Way to 4-Way)	Agree	
San Carlos & 5 th Avenue	(2-Way to 4-Way)	Disagree	Concerns with Rollback and added confusion
San Carlos & 6 th Avenue	(2-Way to 4-Way)	Deleted by CTSC	Fire Department requested keeping open: Safety
San Carlos Street & 7 th Avenue	(2-Way to 4-Way)	Agree	
Mission Street & 5 th Avenue	(2-Way to 4-Way)	Agree	
Mission Street & 6 th Avenue	(2-Way to 4-Way)	Deleted by CTSC	Fire Department requested keeping open: Safety
Mission Street & 8 th Avenue	(2-Way to 4-Way)	Agree	
Monte Verde & 5 th Avenue	(1-Stop Sign)	Changed to One	Only westbound traffic
Monte Verde & 6 th Avenue	(1-Stop Sign)	Changed to One	Only westbound traffic













San Carlos & 5th Avenue

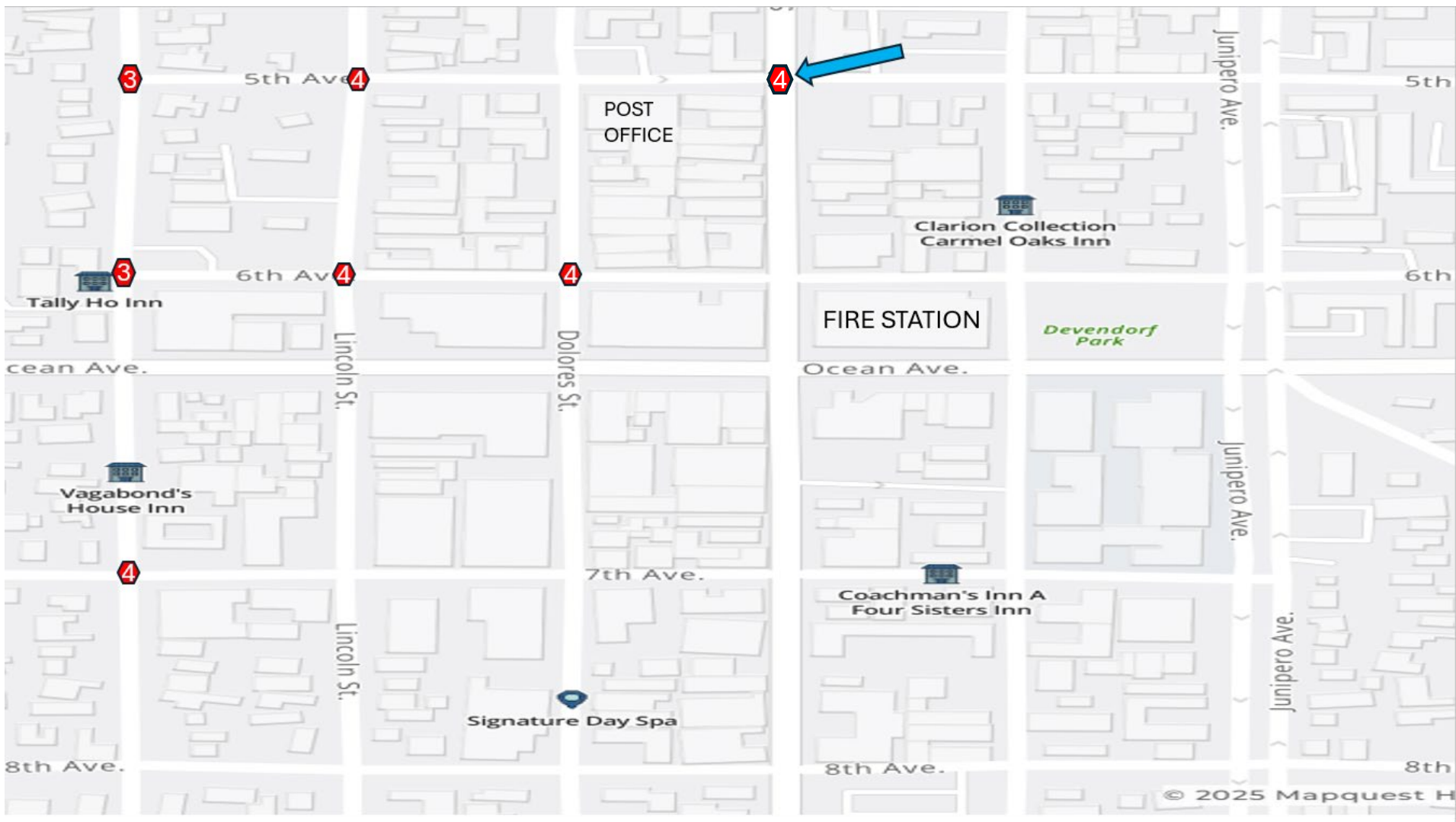
San Carlos & 5 th Avenue	(2-Way to 4-Way)	Disagree	Concerns with Rollback and added confusion
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San Carlos & 5th Avenue

- Modern Vehicles: Less chance of rollback and less need to gain speed going up the hill.
- Recommendation will allow for the removal of multiple signs posted at the intersection.
- Change should reduce confusion at the intersection.
- Recommendation: Change Intersection to a 4-way Stop





Total Recommended Changes

- Seven (7) Intersections
- Sixteen (16) Stop Signs

Questions?

A Center for Culture & Community



A Collaborative Approach



Visual and Literary Arts



Mary DeNeale Morgan



Maxine Albro



"Bohemian Life in Carmel":
George Sterling, Jimmy Hopper,
Jack London, Mattie Hopper,
Mabel Gray Lachmund, and
Carrie Sterling



Ansel Adams



Arthur Hill Gilbert

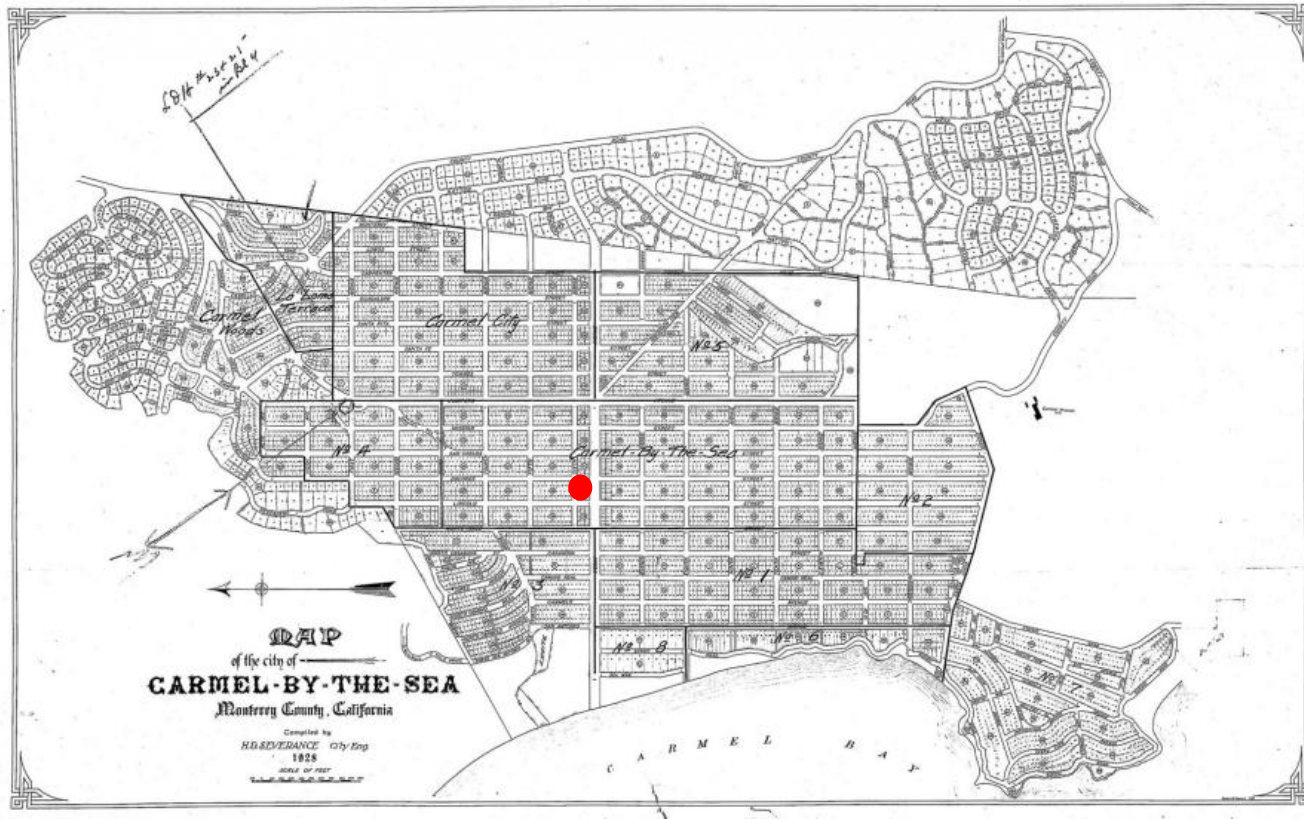


Johnny Apodaca

Personal Reflections



Place and Environment



Harrison Memorial Library 1928



Historic Experience

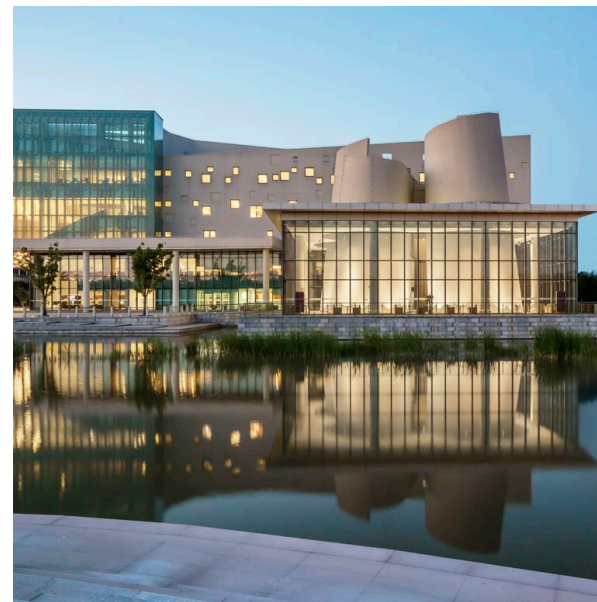



Historic Experience



UCLA Powell Library

Library Experience



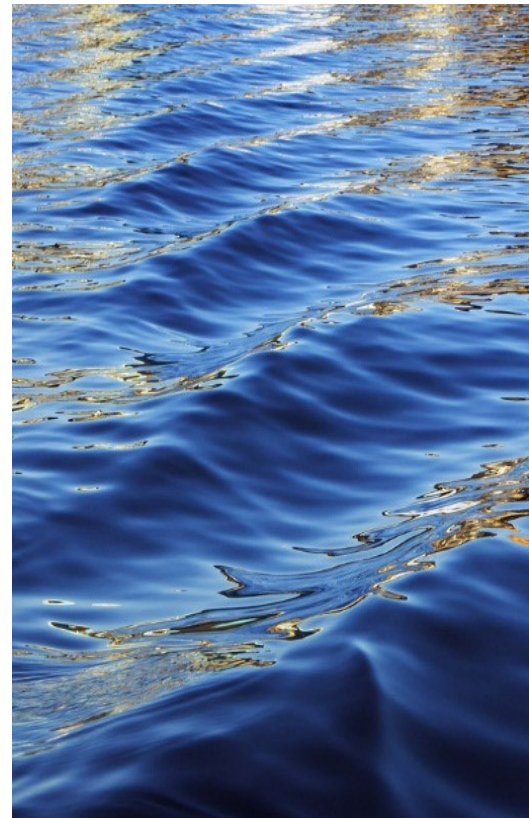


Overview of 2024-25 Water Allocation Process

City of Carmel

David J. Stoldt
General Manager

July 1, 2025

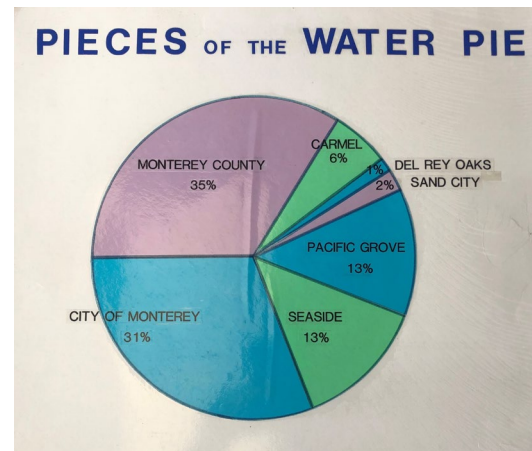


Allocation and the Permit Process

District History of Water Allocation

- 1980s – Each jurisdiction was assigned a portion of existing water supply so each could plan for future with a known amount of water.
- 1985 – District initiates review of building plans to determine capacity to use water
- 1990 – District develops “Allocation EIR” to determine viable capacity of existing supplies and to determine mitigations required
- 1993 – Moves to allocation of new supplies. e.g. Paralta Well

Photo of a poster from the 1980s:



Why Do We Allocate Water?



- Scarcity of Supplies
- Order 95-10 and Cease & Desist Order
- Tracking of New Demand for Water

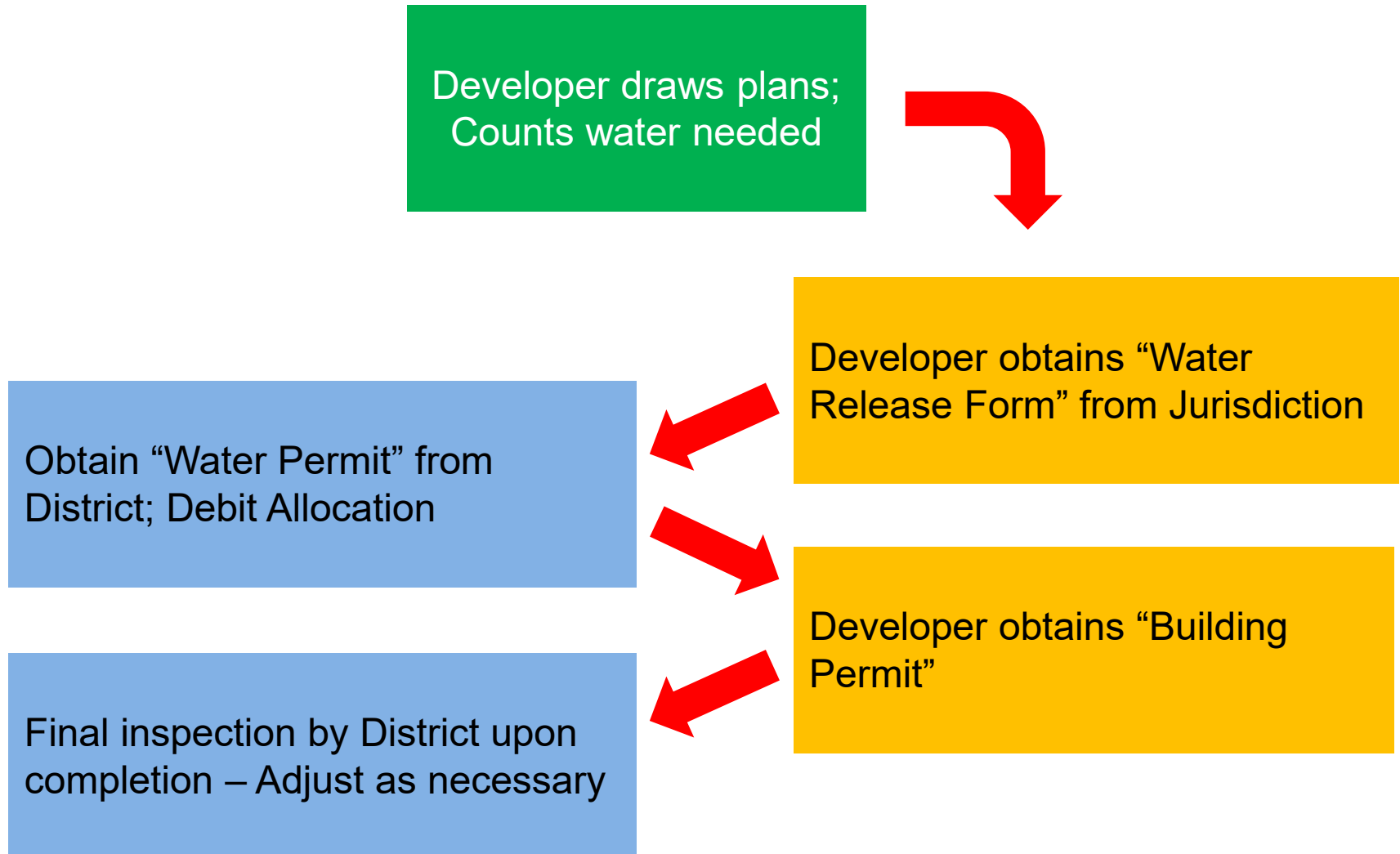
How is an Allocation Like a Bank Account?



ABC BANK 123 St., Apple Avenue Newtown, NY			
Account No. 0123456789			
Date	Particulars	Debit	Credit
Nov 15	Transfer from Branch		\$10,000.00
Oct 25	12563	5.00	
Oct 10	Cheque Book	650.00	
Sept 2	12364	800.00	

- District places allocation into Jurisdiction's account (a credit)
- As Jurisdiction authorizes water for projects, utilizing a "Water Release Form," District debits Jurisdiction's account
- As Jurisdiction's account balance diminishes, it may request a new allocation (credit) from the District
- As available unallocated supply diminishes, a new water supply project must be brought online

How Does an Allocation Affect the Permit Cycle?



What Brings Us to Allocation of New Water?



Schedule



	Item
September 12	Technical Advisory Committee meeting
October 21	Update to District Board
Oct/Nov	Visit Board of Supervisors/City Councils
November 18	Follow-Up to District Board
December 16	First Reading of Ordinance
January 27	Second Reading of Ordinance
30 Days Later	Ordinance Becomes Effective
Q4 2025	PWM Expansion Online

Allocations Will Not Solve Everything

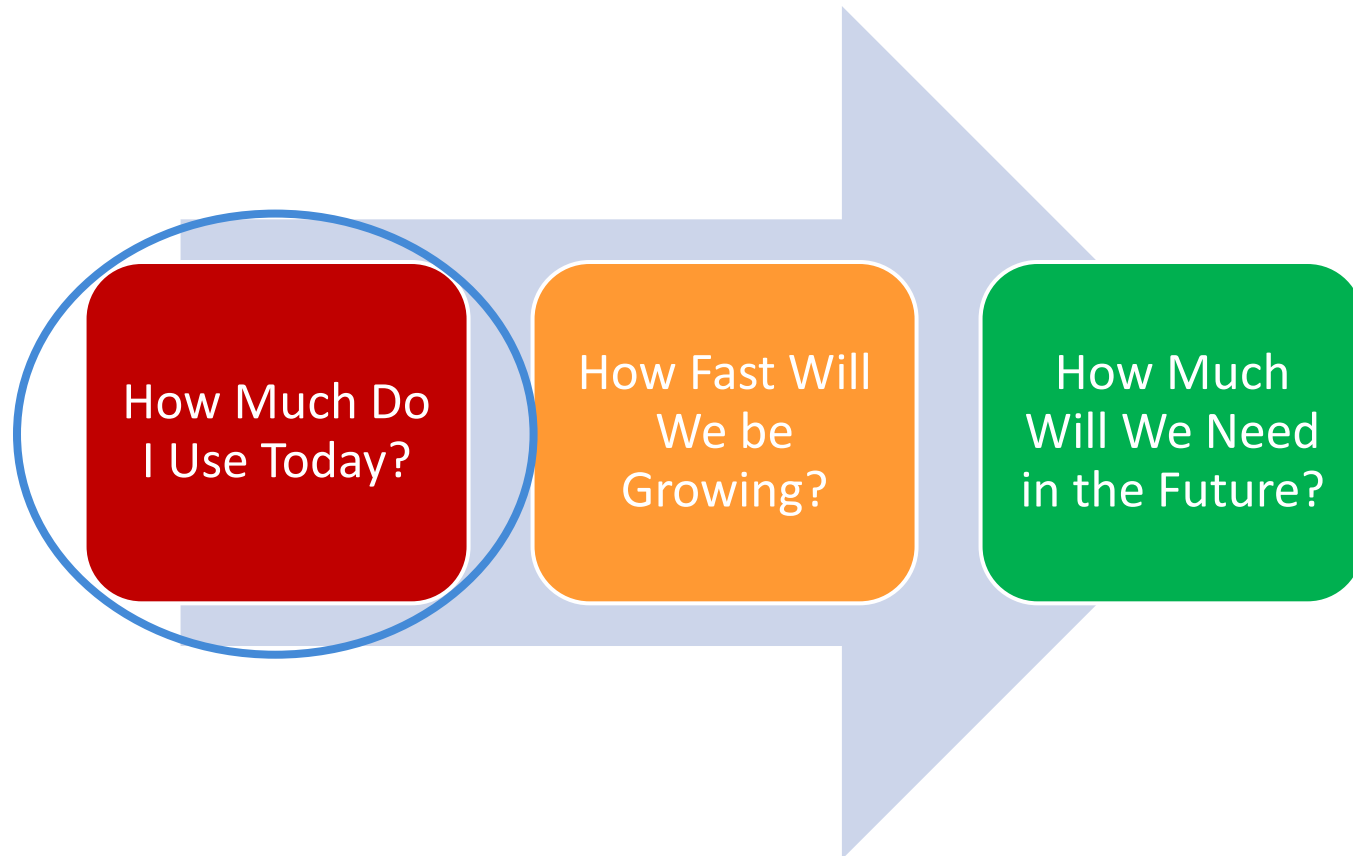
- Cease & Desist Order (CDO) remains outstanding until State Water Board lifts it.
- Moratorium on new meters remains until CDO is lifted.
- Only remodels or renovations on sites with existing meters will be possible until then.
- Permits only for long-term projects until PWM Expansion is online.

How Much Water is There to Allocate?

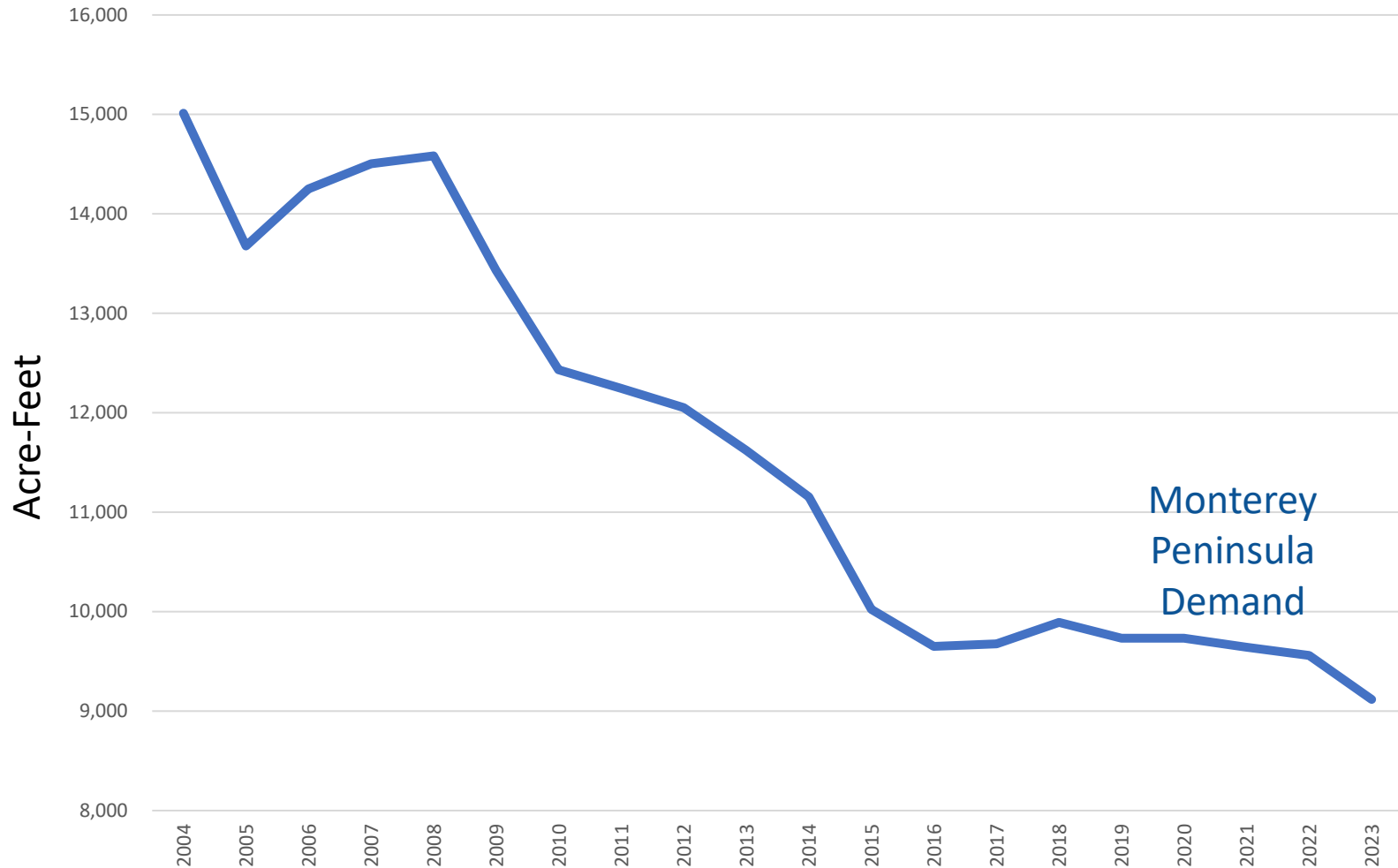
How Much Water is There?

Source of Supply	Amount Available
Carmel River	3,376 AF
Seaside Basin	1,474 AF
Pure Water Monterey (Base)	3,500 AF
Pure Water Monterey Expansion	2,250 AF
Aquifer Storage & Recovery (ASR)	1,210 AF
Sand City Desal	200 AF
Seaside Basin Wheeled from Others	20 AF
<u>Malpaso LLC</u>	<u>86 AF</u>
Total	12,116 AF

Water Demand Forecasting – 3 Simple Questions



Water Demand – Last 20 Years



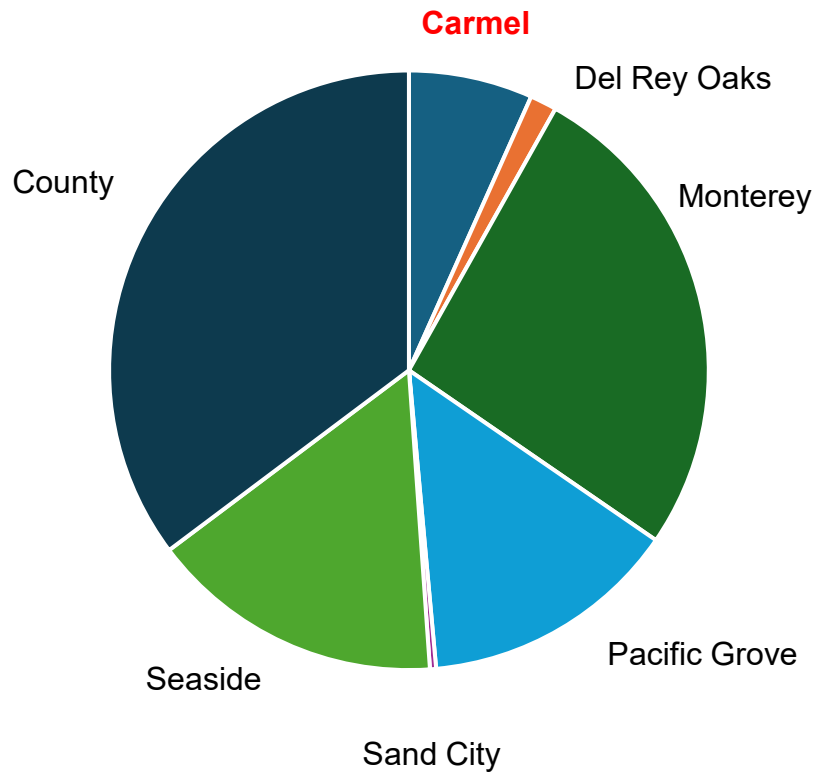
How Much Supply is Needed to Meet Current Demand?

Look to recent historical supply to meet customer demand

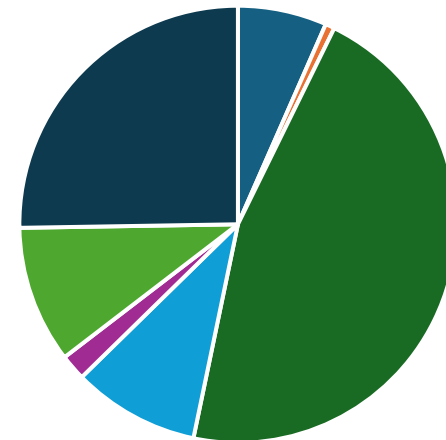
Supply to Meet Customer Demand	Amount
Last 3-Years	9,440 AF
Last 5-Years	9,557 AF
Last 10-Years	9,819 AF

Proportionate Water Demand Today

Residential Use



Non-Residential Use



How Much Supply is “Excess” Today?

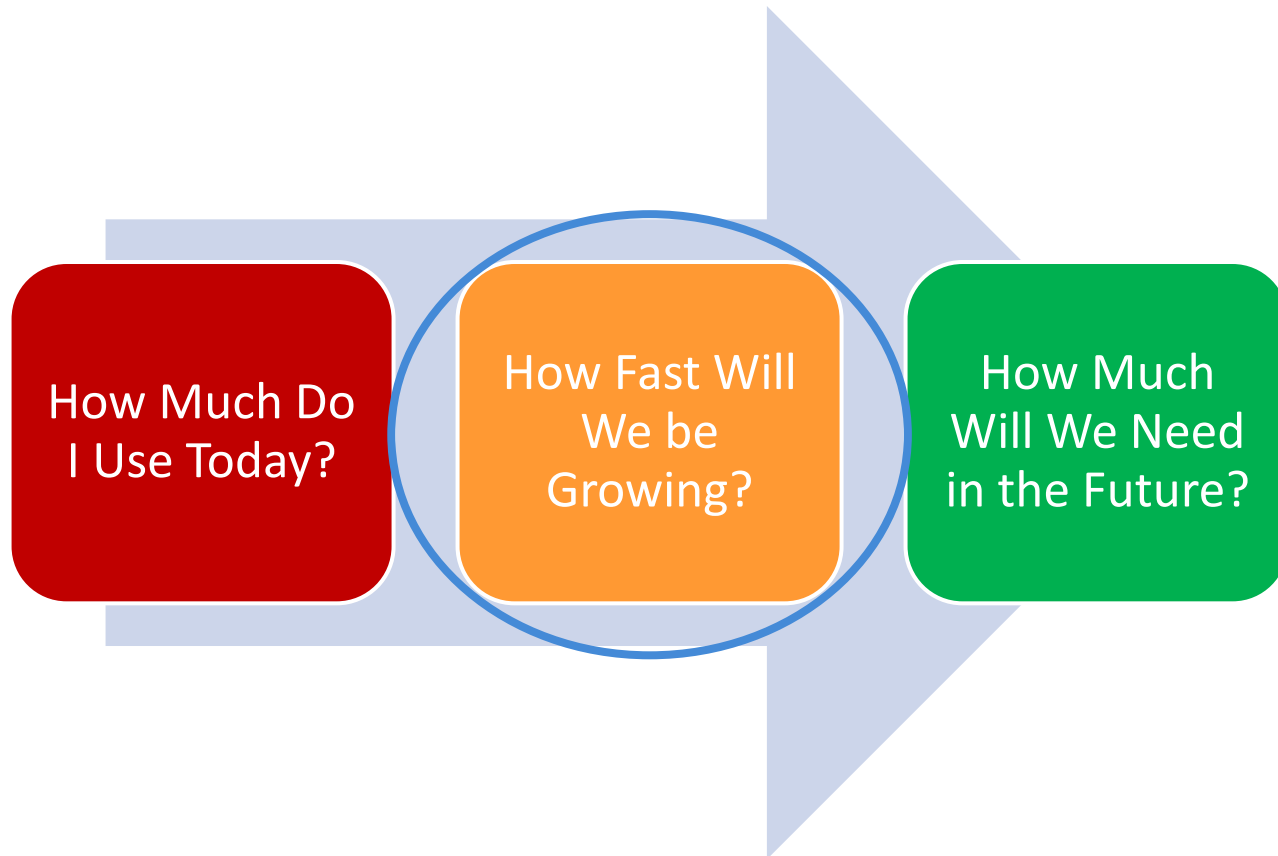
Factors affecting available supplies:

- Cal-Am in-lieu storage program for Seaside Groundwater Basin could require 700 AFY
- In dry years, PWM Expansion could be 345 AFY less, Sand City desal 40 AFY less, and ASR must rely on storage
- Demand can fluctuate based on weather & economy
- Losses
- Initially, leave a “factor of safety” of 1,000 AFY

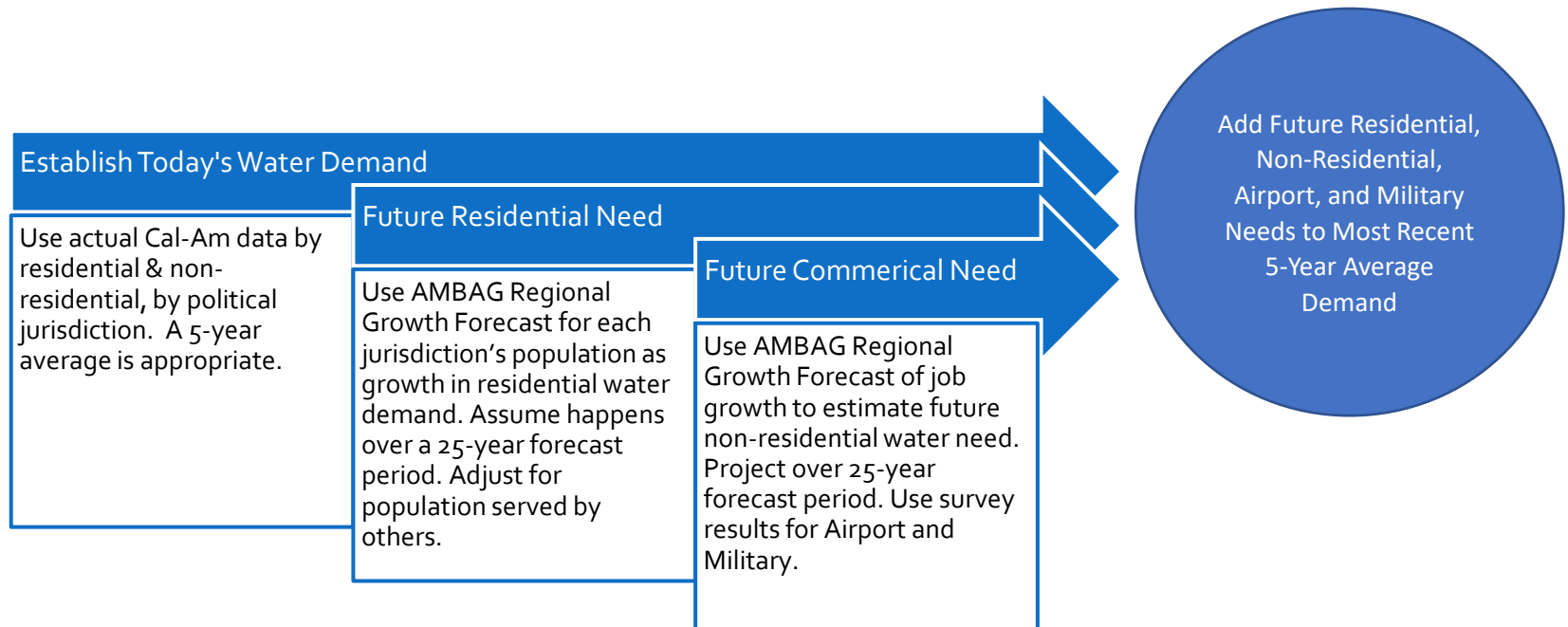
	Amount
Total Supplies Available	12,116 AF
Minus Current Demand	(9,557 AF)
Available	2,559 AF
Less Initial “Factor of Safety”	(1,000 AF)
Net Available	1,559 AF

How Much Water do Jurisdictions Need?

Water Demand Forecasting – 3 Simple Questions



The Tools to Answer Those Questions



Future Need Based on AMBAG Regional Growth Forecast

Jurisdiction	Current Demand (5-Yr Avg)	AMBAG Growth Rates Res / NonRes	Residential AF Served By Others	25-Year Water Need
Carmel	636 AF	0.9%/9.8%	0 AF	25 AF
Del Rey Oaks	113 AF	59.4%/11.5%	38 AF	19 AF
Monterey	3,168 AF	5.2%/11.0%	0 AF	253 AF
Pacific Grove	1,185 AF	3.6%/5.4%	0 AF	48 AF
Sand City	84 AF	211%/8%	0 AF	49 AF
Seaside	1,330 AF	14.2%/10.2%	100 AF	76 AF
Unincorporated	3,041 AF	5.2%/11.0%*	17 AF	189 AF
Airport	Included	Survey	n/a	88 AF
<u>Defense</u>	<u>Included</u>	Survey	n/a	<u>54 AF</u>
TOTAL	9,557 AF			801 AF

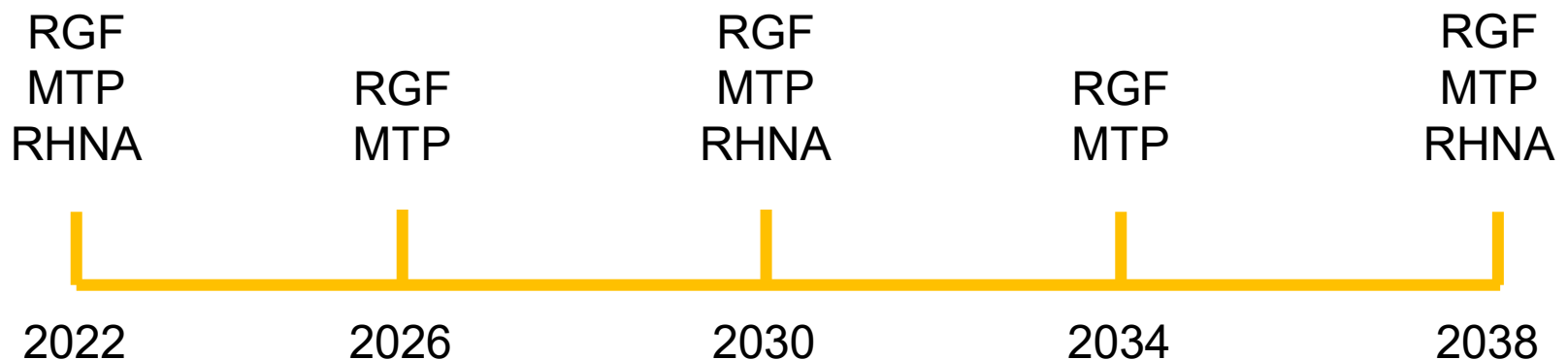
*: Unincorporated population and jobs growth calculated based on City of Monterey growth rate

AMBAG Documents & Data Intend to be Consistent

AMBAG's "Big 3" Work Products:

- Regional Growth Forecast (RGF) every 4 years
- Metropolitan Transportation Plan / Sustainable Communities Strategy (MTP/SCS) every 4 years
- Regional Housing Need Allocation (RHNA) every 8 years

SB 375 links RHNA and MTP/SCS to same cycle; RGF is linked to MTP/SCS adoption cycle.



Problem: AMBAG Creates Confusion

Jurisdiction	25-Year Population Growth	6 th Cycle Housing Units
Carmel	35	349
Del Rey Oaks	988	184
Monterey	1,469	3,654
Pacific Grove	552	1,125
Sand City	813	260
Seaside	4,779	616
Unincorporated	839 *	1,314 *

*: Unincorporated population growth calculated based on Cal-Am population and City of Monterey growth rate; Housing units based on draft housing element.

Future Need Based Adjusted for RHNA

Based on Housing Elements, water required for mix of housing stock can be estimated for each jurisdiction:

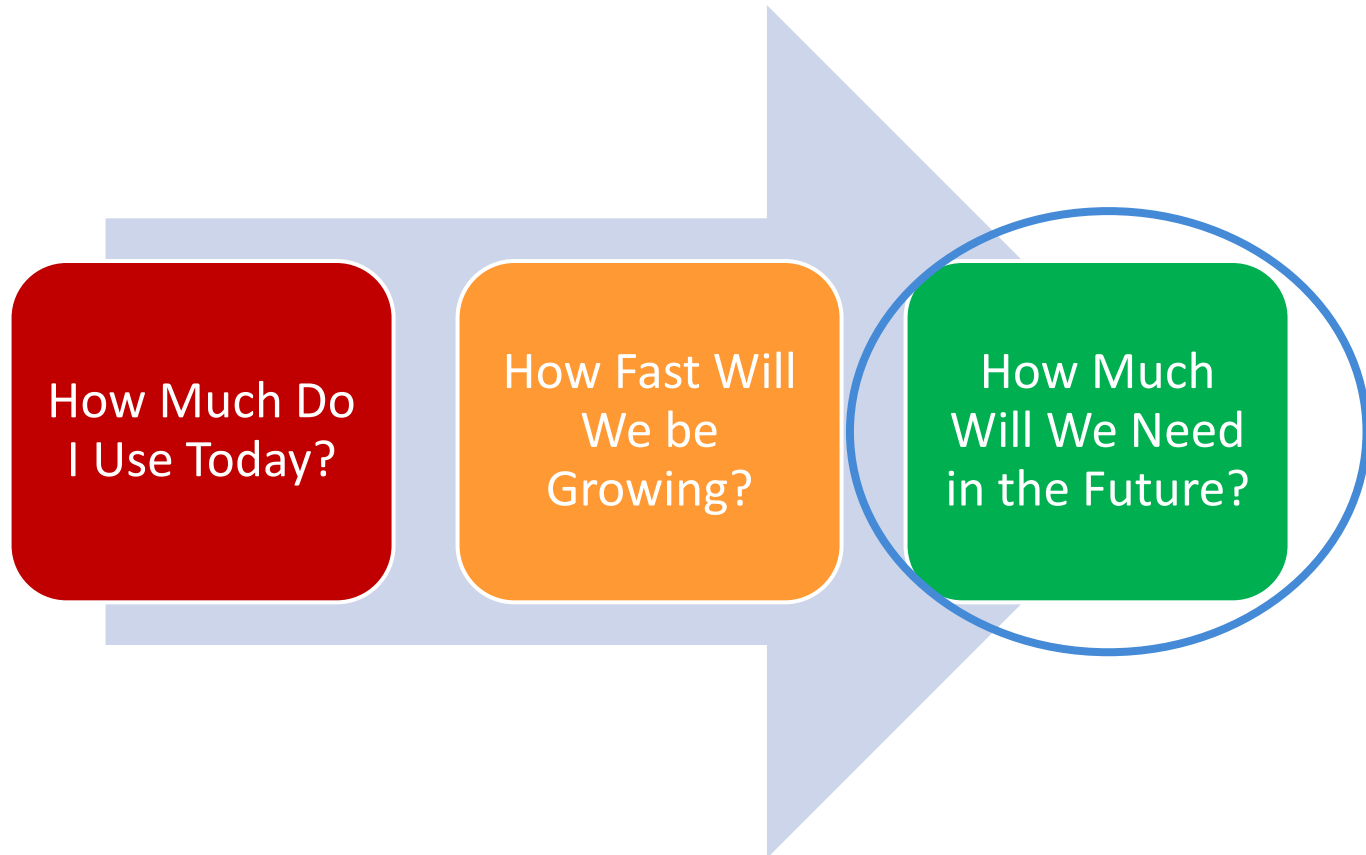
	Very Low Income	Low Income	Moderate		Above Moderate		Total Allocation
	100% Multifamily	100% Multifamily	50% Multifamily	50% Singlefamily	33% Multifamily	67% Singlefamily	Total Allocation
Total Water Req'd (AF)	196.36	126.20	34.37	64.80	85.14	291.54	798.41

For lack of better methodology, this can be added to water needed for population growth and divide by two.

Future Need Based Adjusted for RHNA

Jurisdiction	25-Year Need Per AMBAG	25-Year Need Adjusted for RHNA
Carmel	25 AF	43 AF
Del Rey Oaks	19 AF	13 AF
Monterey	253 AF	422 AF
Pacific Grove	48 AF	97 AF
Sand City	49 AF	43 AF
Seaside	76 AF	64 AF
Unincorporated	189 AF	215 AF
Airport	88 AF	88 AF
<u>Defense</u>	<u>54 AF</u>	<u>54 AF</u>
TOTAL	801 AF	1,039 AF

Water Demand Forecasting – 3 Simple Questions



Summary of Allocations

Jurisdiction	25-Year Water Need	Proposed Allocation %	Proposed Allocation AF	Existing Allocation 3/1/24	Revised Total Allocation
Carmel	43 AF	33%	14 AF	2.661 AF	16.661 AF
Del Rey Oaks	13 AF	50%	6 AF	0 AF	6.000 AF
Monterey	422 AF	33%	141 AF	4.170 AF	145.170 AF
Pacific Grove	97 AF	33%	32 AF	0.026 AF	32.026 AF
Sand City	43 AF	33%	14 AF	23.163 AF	37.163 AF
Seaside	64 AF	33%	21 AF	30.301 AF	51.301 AF
Unincorporated	215 AF	33%	72 AF	12.111 AF	84.111 AF
Airport	88 AF	50%	44 AF	5.197 AF	49.197 AF
Defense	<u>54 AF</u>	50%	<u>27 AF</u>	0 AF	<u>27.000 AF</u>
	1,039 AF		371 AF		448.629

MPWMD Retained 2094.044 AF in Reserve for Future Allocation



Questions?

RHNA Adjustment (as if houses use water)

	Acre-Feet Required	Multi-Family: 1 to 2 Bedroom 1 Bathroom	Multi-Family: 2 to 3 Bedroom 2 Bathroom	Single-Family: 1 Master Bath 1 Standard Bath 1 Half-Bath
Standard Bathroom(s)	0.043	0.043	0.086	0.043
Half Bathroom	0.023			0.023
Master Bathroom	0.053			0.053
Kitchen	0.015	0.015	0.015	0.015
Clothes Washer	0.010	0.010	0.010	0.010
Landscaping & Other*	Varies	0.000	0.000	0.036
Total per Unit		0.068	0.111	0.180

*: "Other" may include other fixtures such as utility sink, bar sink, vegetable sink, bidet, custom tub or showers.

RHNA Housing Type Category	Assumption of Housing Mix	Resulting Water Use Factor (AF)
Very Low Income	50% 1-Bath & 50% 2-Bath (100% Multi-Family)	0.0895 AF
Low Income	50% 1-Bath & 50% 2-Bath (100% Multi-Family)	0.0895 AF
Moderate Income	50% Single-Family & 50% Multi-Family	0.1348 AF
Above Moderate	67% Single-Family & 33% Multi-Family	0.1498 AF

RHNA Adjustment (as if houses use water)

	Very Low Income	Low Income	Moderate		Above Moderate		Total Allocation
	100% Multifamily	100% Multifamily	50% Multifamily	50% Singlefamily	33% Multifamily	67% Singlefamily	Total Allocation

Carmel							
# Units	113	74	22	22	39	79	349
Served by Others	0	0	0	0	0	0	0
Net # Units	113	74	22	22	39	79	349
Water per Unit (AF)	0.0895	0.0895	0.0895	0.1800	0.0895	0.1800	
Water Required (AF)	10.11	6.62	1.97	3.96	3.49	14.22	40.38