



A G E N D A

CITY OF SEASIDE

CITY COUNCIL/SUCCESSOR

AGENCY TO THE

REDEVELOPMENT AGENCY

REGULAR MEETING

440 HARCOURT AVE (COUNCIL CHAMBER)

Thursday, September 1, 2022

5:00 PM

NOTICE: *The City Council will hold its public meetings in person, with a virtual option for public participation based on availability. The City of Seaside utilizes Zoom tele-conferencing technology for virtual public participation; however, we make no representation or warranty of any kind, regarding the adequacy, reliability, or availability of the use of this platform in this manner. Participation by members of public through this means is at their own risk.*

VIRTUAL PUBLIC PARTICIPATION INSTRUCTIONS

1. To view this meeting: Please click on the following link to the City of Seaside YouTube Channel: <https://www.youtube.com/c/CityofSeasideCalifornia>
2. To participate in this meeting: Using the Zoom application on your smart phone, laptop, tablet or desktop and click on this link: <https://ci-seaside-ca-us.zoom.us/j/81936832059>
WEBINAR ID: 819 3683 2059
3. To participate by phone: Please call (669) 900-9128
Enter the meeting ID 819 3683 2059 when prompted. There is no participate code – press the pound sign # after the recording prompts you.
4. To make public comment, the following options are available:

Before the Meeting via Email: Written comments can be emailed to CityClerk@ci.seaside.ca.us Include the following subject line: "Public Comment Item #____" (insert the agenda item number relevant to your comment). Written comments must be received by 2:00 p.m. on the day of the meeting.

During the Meeting via Oral Comments: When the Chair calls for public comment, attendees can queue to speak with the "Raise Hand" feature. On the Zoom application, click the "Raise Hand" button. On the phone, press *9.

IN PERSON PARTICIPATION INSTRUCTIONS

Members of the public participating in person and wishing to address the City Council may approach the podium when the Chair calls for public comment.

1. CALL TO ORDER

2. ROLL CALL – ESTABLISHMENT OF QUORUM

Ian N. Oglesby	Mayor/Chair
David R. Pacheco	Mayor Pro Tem/Vice Chair
Jason Campbell	Council/Agency Member
Jon Wizard	Council/Agency Member
Alexis Garcia-Arrazola	Council/Agency Member

3. INVOCATION AND PLEDGE OF ALLEGIANCE

4. REVIEW OF AGENDA

If there are any items that arose after the 72-hour posting deadline, this is the point in the meeting where a vote may be taken to add the item to the agenda. (A 2/3-majority vote is required).

5. PUBLIC COMMENT

Members of the public wishing to address the City Council on matters within the jurisdiction of the City of Seaside, but not on this agenda, may do so during the Public Comment period for up to three (3) minutes. Public Comments for "Presentations" on this agenda are also taken at this time; comments on specific agenda items are heard under that item. For the public record, please state your name.

6. PUBLIC AGENCY COMMUNICATIONS

This is a time specifically set aside for representatives of public agencies to make brief comments of general interest to the City Council and the community.

7. PRESENTATIONS

A. REVIEW OF UPCOMING CITYWIDE EVENTS (ERNESTO ALTAMIRANO, COMMUNICATIONS & COMMUNITY ENGAGEMENT SPECIALIST)

B. VACCINE UPDATE (MARY GUTIERREZ, FIRE CHIEF)

C. INFORMATIONAL REVIEW OF THE COMMUNITY FACILITIES DISTRICT (CFD) AS A FINANCING MECHANISM (NBS GOVERNMENT FINANCE GROUP, CONSULTANT)

8. CONSENT AGENDA

A. ADOPT A RESOLUTION MAKING FINDINGS IN ACCORDANCE WITH AB361: HYBRID MEETINGS AND GOVERNMENT CODE SECTION 54953 (BROWN ACT) AUTHORIZING REMOTE/TELECONFERENCE PARTICIPATION IN CITY MEETINGS

RECOMMENDATION: Adopt a resolution making findings under AB361 and Government Code section 54953(e) authorizing teleconference (Zoom) hybrid meetings.

B. APPROVE MINUTES FROM AUGUST 18, 2022

RECOMMENDATION: Approve minutes as presented in the agenda packet.

C. ADOPT A RESOLUTION APPROVING AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICE AGREEMENT WITH WALLACE GROUP TO PROVIDE EXPANDED CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE FIRE STATION UPGRADES PROJECT FOR AN AMOUNT NOT TO EXCEED \$19,536.00

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute amendment no. 3 to the professional service agreement with Wallace Group to provide expanded Construction Management and Inspection Services for the Fire Station Upgrades Project for an amount not to exceed \$19,536.00.

D. ADOPT A RESOLUTION APPROVING CONSTRUCTION AGREEMENT AMENDMENTS WITH 101 BUILDERS FOR AN ALTERNATE EXTERIOR FINISH FOR THE FIRE STATION UPGRADE PROJECT FOR AN AMOUNT NOT TO EXCEED \$64,177.17 AND APPROPRIATE \$103,713.17 FROM THE GENERAL FUND TO THE PROJECT BUDGET.

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute construction agreement amendments with 101 Builders for an alternate exterior finish for the Fire Station Upgrades Project for an amount not to exceed \$64,177.17 and appropriate \$103,713.17 from the General Fund to the Project budget.

E. ADOPT A RESOLUTION GRANTING AN EASEMENT TO MARINA COAST WATER DISTRICT FOR THE ORD VILLAGE LIFT STATION

RECOMMENDATION: Adopt a resolution approving a non-exclusive easement for use by the Marina Coast Water District to operate sanitary sewer facilities adjacent to Monterey Road (APN 031-051-023).

F. ADOPT A RESOLUTION APPROVING THE PLANS FOR THE NOCHE BUENA EMERGENCY STREET STORM DRAIN IMPROVEMENTS PROJECT, APPROVING AN AGREEMENT FOR CONTRACTOR SERVICES WITH MONTEREY PENINSULA ENGINEERS FOR AN AMOUNT NOT TO EXCEED

\$279,455.00, APPROPRIATING \$350,682.00 FROM THE CAPITAL RESERVE TO THE PROJECT, AND DECLARING THE CONSTRUCTION WORK AN EMERGENCY.

RECOMMENDATION: Adopt a resolution:

1. Approving the plans for the Noche Buena Street Storm Drain Improvements Project;
2. Approving an agreement for construction services with Monterey Peninsula Engineers for an amount not to exceed \$279,455.00;
3. Establish a 20% contingency for a total project construction amount not to exceed \$335,346.00;
4. Amending the FY 2022/ 23 budget to appropriate \$350,682.00 to the Project;
5. Authorizing the City Manager to execute the agreement for construction services, and approve any amendments, extensions, and change orders until completion of the project in accordance with the plans up to the total project construction amount; and
6. Declaring the construction work an emergency because it is necessary to prevent danger to life and property.

G. ADOPT A RESOLUTION APPROVING AN AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICE AGREEMENT WITH HARRIS & ASSOCIATES FOR FINAL DESIGN AND DESIGN SUPPORT DURING CONSTRUCTION FOR THE NOCHE BUENA STREET EMERGENCY STORM DRAIN IMPROVEMENTS PROJECT FOR AN AMOUNT NOT TO EXCEED \$12,780.00

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute Amendment No. 1 to the professional services agreement with Harris & Associates for design services and design support during construction services for the Noche Buena Street Emergency Storm Drain Improvements Project for an amount not to exceed \$12,780.00.

H. ADOPT A RESOLUTION ADOPTING THE LISTING OF BENEFITS WITH THE CITY OF SEASIDE'S EXECUTIVE MANAGERS

RECOMMENDATION: Adopt a resolution approving the Listing of Benefits with the Executive Managers.

I. APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE BLADE RUNNERS BASKETBALL

RECOMMENDATION: Approve a request from Seaside Blade Runners Basketball for a donation of \$3,000.00 from the Mayor's Youth Fund to help cover the costs for equipment, uniforms, gym expenses, tournaments and transportation.

J. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE HIGH SCHOOL FOOTBALL TEAM

RECOMMENDATION: Approve a request from Seaside High School Football Team for a donation of \$3,000.00 from the Mayor's Youth Fund for the costs associated with knee pads, helmets, practice jerseys, and girdles.

K. APPROVE CLEAN CALIFORNIA MAINTENANCE AGREEMENT WITH THE STATE OF CALIFORNIA FOR STREET SWEEPING AND GRAFFITI REMOVAL SERVICES ON HIGHWAY 218 FROM FREMONT BOULEVARD TO HIGHWAY 1

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute a Clean California Maintenance Agreement with the State of California to street sweep and remove graffiti on Canyon Del Rey Boulevard (Highway 218) from Fremont Boulevard to Highway 1.

L. PROCLAMATION DESIGNATING SEPTEMBER 2022 AS NATIONAL RECOVERY MONTH

RECOMMENDATION: Proclaim September as National Recovery Month in the City of Seaside.

M. ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF PORTIONS OF CANYON DEL REY BOULEVARD, HARCOURT AVENUE, ALLSTON STREET, AND HILLSDALE AVENUE ON SEPTEMBER 18, 2022, FOR THE CITY OF SEASIDE'S "OAXACA BY THE SEA" EVENT

RECOMMENDATION: Adopt a resolution authorizing the closure of portions of Canyon Del Rey Boulevard, Harcourt Avenue, Allston Street, and Hillsdale Avenue for the City of Seaside's community event on September 18, 2022.

N. ADOPT A RESOLUTION AUTHORIZING AN EXTENSION OF THE 14 ACRE FEET PER YEAR ALLOCATION OF WATER FOR THE RESIDENTIAL REUSE OF THE MEDICAL OFFICERS BARRACKS LOCATED AT 4386-4387 PARKER FLATS CUTOFF ROAD

RECOMMENDATION: Adopt a resolution authorizing an extension of the 14 Acre Feet per Year (AFY) water allocation for the residential reuse of the Medical Officers Barracks located at 4386-4387 Parker Flats Cutoff Road.

9. PUBLIC HEARING

A. AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE CHAPTER 2.42 CONFLICT OF INTEREST CODE SECTION 2.42.130 APPENDIX - DESIGNATED EMPLOYEES (SECOND READING - ROLL CALL VOTE)

RECOMMENDATION: Second reading of an ordinance amending SMC Chapter

10. BUSINESS ITEMS

A. ADOPT A RESOLUTION AUTHORIZING THE SISTER CITY AGREEMENT BETWEEN THE MUNICIPALITY OF OAXACA DE JUÁREZ AND THE CITY OF SEASIDE

RECOMMENDATION: Approve Sister City agreement between the municipality of Oaxaca de Juárez and the City of Seaside.

B. DISCUSS AND PROVIDE DIRECTION TO STAFF REGARDING THE CITY'S PENSION LIABILITY AND STRATEGIES FOR MITIGATING INCREASING COSTS

RECOMMENDATION: Direct Staff to:

- Continue to prepay the annual UAL amount each July.
- In collaboration with NHA Advisors, vet and select a 115 Trust provider to be recommended to the Council at a subsequent meeting.
- Implement a Pension Reserve policy to include an initial \$3 million investment into a 115 Trust followed by four \$500 thousand annual contributions to the trust. Thereafter, 20% of any realized year end surplus is contributed to the trust. A draft of the proposed policy would come forward to the City Council concurrent with the recommendation regarding a 115 Trust provider.
- Monitor interest rates on an ongoing basis and bring forward pension obligation bonds for Council consideration when rates are favorable.

Alternate action:

Direct staff to pursue any other combination of strategies related to mitigating the City's increasing pension costs.

C. ADOPT A RESOLUTION APPROVING THE CUTINO PARK IMPROVEMENTS PART 2 CONCEPT PLAN AND REALLOCATING \$250,000.00 FROM THE PUMP TRACK PROJECT TO THE CUTINO PARK PROJECT

RECOMMENDATION: Receive a presentation on the concept plan and cost estimates for Cutino Park Improvements Part 2 Project, and adopt a resolution approving the concept plan and reallocating \$250,000.00 from the Pump Track Project to the Cutino Park Project.

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

B. FOLLOW UP ON PREVIOUS REQUESTS

1. Options for Properties on Hilby Ave, West Broadway Urban Village/Canyon Del Rey Scope of Work (Wizard)

12. CITY ATTORNEY, CITY MANAGER, MAYOR AND CITY COUNCIL COMMENTS AND REPORTS ON COMMITTEE ASSIGNMENTS

This is a time specifically set aside for members of the City Council, the City Manager and City Attorney to make brief comments of general interest to the community and report on committee assignments.

13. CLOSED SESSION

A. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE 54957.6

Agency Negotiators: Roberta Greathouse, Human Resources Director / Risk Manager; Donna Williamson, Labor Negotiator; Samantha Sakhrani, Human Resources Analyst.

Employee Organizations: All full-time represented and unrepresented employees and employee associations.

B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8

Property: 1561 Del Monte Avenue, Seaside, CA 93955 (APN 011-301-010)

Agency Negotiators: City Manager, et al.

Negotiating Party: Foothill Partners, et al.

Under Negotiation: Price, Terms of Payment or both

C. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8

Property: Phase 1A Campus Town generally located West of General Jim Moore Blvd. and East of First Avenue and south of Lightfighter Drive (APN 031-151-054)
Approximately 22.52 Acres

Agency Negotiators: City Manager, et al.

Negotiating Parties: City of Seaside and KB-Bakewell Seaside Venture LLC

Under Negotiation: Price, Terms of Payment or Both

D. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE SECTION 54956.9: POTENTIAL LITIGATION

Potential Litigation (2 Matters)

14. ADJOURNMENT

Next Regularly Scheduled Meeting:
September 15, 2022
5:00 PM

The City of Seaside is committed to providing accessible facilities and accommodating people with disabilities in all of its services programs and activities. If special considerations are needed by any person to fully participate in this meeting, contact the City Clerk at 899-6707 no fewer than two business days prior to the meeting to allow reasonable arrangements. Agendas are posted at:
<http://www.ci.seaside.ca.us/129/City-Council-Committee-Agendas>

Agenda-related writings or documents provided during public meetings are available for public inspection during the meeting or from the office of the City Clerk. This agenda is posted in compliance with California Governor Newsom's Executive Orders N-29-20 and N-33-20.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.A.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Sheri Damon, City Attorney

DATE: September 1, 2022

SUBJECT: ADOPT A RESOLUTION MAKING FINDINGS IN ACCORDANCE WITH AB361: HYBRID MEETINGS AND GOVERNMENT CODE SECTION 54953 (BROWN ACT) AUTHORIZING REMOTE/TELECONFERENCE PARTICIPATION IN CITY MEETINGS

RECOMMENDATION

Adopt a resolution making findings under AB361 and Government Code section 54953(e) authorizing teleconference (Zoom) hybrid meetings.

BACKGROUND

On or about March 4, 2020, Governor Newsom declared a State of Emergency in the State of California pursuant to Government Code Section 8625 as a result of the COVID-19 pandemic and that declaration is ongoing. In the month of April 2022, Monterey County Health Officer reiterated the need for ongoing social distancing and masking due to a substantial increase in COVID infections. In the months of April through August 2022, the City of Seaside has observed an uptick in COVID cases by Seaside residents and City staff. Government Code Section 54953(e), authorizes remote teleconference meetings without complying with the notice requirements of 54953(b) and physical location of Council member participation, so long as the local agency has made appropriate findings and the state continues to be in a state of emergency.

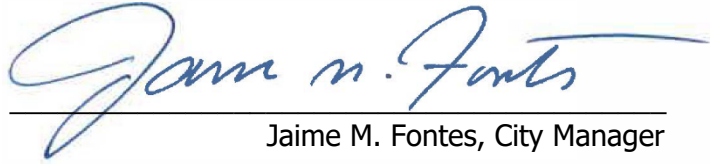
FISCAL IMPACT

Zoom account and on-line services are already included in the budget.

ATTACHMENTS

1. AB361 Resolution

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

MAKING FINDINGS FOR AND AUTHORIZING REMOTE TELECONFERENCE/ZOOM MEETINGS IN ACCORDANCE WITH GOVERNMENT CODE SECTION 54953(e)

WHEREAS, on or about March 4, 2020, Governor Newsom declared a State of Emergency in the State of California pursuant to Government Code section 8625 as a result of the COVID-19 pandemic and that declaration is ongoing; and

WHEREAS, in the month of April 2022, Monterey County Health Officer reiterated the need for ongoing social distancing and masking due to a substantial increase in COVID infections; and

WHEREAS, in the months of April, May, and June 2022, the City of Seaside has observed an uptick in COVID cases by Seaside residents and City staff; and

WHEREAS, on or about June 2, 2022, the Center for Disease Control designated Monterey County to be a county of high community transmissibility for COVID given the increase in the number of COVID cases and the increase in the use of hospital beds (as compared to the previous weeks); and

WHEREAS, Government Code Section 54953(e), authorizes the remote teleconference meetings without complying with the noticing requirements of 54953(b) and physical location of Council member participation, so long as the local agency has made appropriate findings and the state continues to be in a state of emergency; and

WHEREAS, the City Council now desires to adopt a Resolution finding that the requisite conditions exist for the legislative bodies of the City of Seaside, to conduct remote electronic/teleconference meetings without compliance with Government Code Section 54953(b)(3).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby makes the following findings:

1. The above recitals are true and correct and are incorporated herein by this reference.
2. The City Council determines that as a result of the proclaimed state of emergency in California due to COVID-19, and in particular the continued spread of the virus in Monterey County, the notable increase in COVID cases amongst City residents and City staff are grounds to authorize the use of remote teleconference participation pursuant to Government Code section 54953(e) when determined by the City to be necessary, in the conduct of the City's business.
3. The City Manager and City Attorney shall ensure that all City bodies are authorized to conduct their meetings via the hybrid method, including in person and/or fully remote Zoom/teleconference meetings and are directed to take all steps to implement this Resolution including, but not limited to, conducting open and public remote meetings in accordance with the requirements of Government Code section 54953(e) and/or other applicable provisions of the Brown Act.

This Resolution shall take effect immediately upon its adoption and shall be effective for thirty (30) days, unless extended by the City Council.

PASSED AND ADOPTED by meeting of City of Seaside duly held on the 1st day of September, 2022, by the following vote:

AYES:	COUNCIL MEMBERS
NOES:	COUNCIL MEMBERS
ABSENT:	COUNCIL MEMBERS
ABSTAIN:	COUNCIL MEMBERS

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney



DRAFT MINUTES

CITY OF SEASIDE
CITY COUNCIL/ SUCCESSOR
AGENCY TO THE
REDEVELOPMENT AGENCY

REGULAR MEETING
440 HARCOURT AVE
Thursday, August 18, 2022
5:00 PM

1. CALL TO ORDER

Mayor/Chair Oglesby called the meeting to order at 5:00 p.m.

2. ROLL CALL – ESTABLISHMENT OF QUORUM

PRESENT: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard
ABSENT: None

3. INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Ronald Britt (Greater Victory Temple Church) led the invocation.
Council/Agency Campbell.

4. REVIEW OF AGENDA

City Manager Jaime Fontes asked the Council allow for item 13A –
Conference with Labor Negotiators Pursuant to Government 54957.6 to
be moved up on the agenda.

City Attorney Sheri Damon advised the Council that an urgency item was
being requested to be added to the agenda. The item to be added
"Discuss and provide direction regarding potentially appointing Mayoral
and Council nominees and cancelling the Municipal Election".

5. PUBLIC COMMENT

Charles "Coach" Williams, Unidentified Commenter, Peter Kaiser, Caller,
Lynda Cunningham, Susan Schiavone, Dianne Nielson, Alex Miller
(announced Neighborhood Improvement Commission Clean Up on
September 10)

6. PUBLIC AGENCY COMMUNICATIONS

Alvin Edwards, Division 1, Monterey Peninsula Water Management
District; George Riley, Division 2, Monterey Peninsula Water Management
District

Mayor/Chair Oglesby asked the City Attorney to read the Council into Closed Session for item 13A as indicated during the Review of the Agenda.

City Attorney Damon read the Closed Session item and did not anticipate a read out. There were no comments from the public.

The Council adjourned into Closed Session at 9:12 p.m. Upon return into Open Session at 9:36 p.m., the City Attorney did not have any action to report.

7. PRESENTATIONS

A. REVIEW OF UPCOMING CITYWIDE EVENTS (ERNESTO ALTAMIRANO, COMMUNICATIONS AND COMMUNITY ENGAGEMENT SPECIALIST)

Mr. Altamirano provided a presentation and Ashley Collick, Assistant City Manager responded to questions from the Council.

B. RECEIVE AN OVERVIEW OF THE CONCEPTUAL PLAN OPTIONS FOR THE POTENTIAL FUTURE DEVELOPMENT OF SEASIDE EAST (ASHLEY COLLICK, ASSISTANT CITY MANAGER)

Ms. Collick introduced the consultant team working on the project, Matthew Lambert and Marina Khoury of DPZ Co. Design who provided a presentation and answered questions.

8. CONSENT AGENDA

Mayor Oglesby read the Consent Agenda. Items 8D was pulled by Peter Kaiser and 8G was pulled by Council Member Wizard.

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to approve the Consent Agenda with the exception of items 8D and 8G.

AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard

NOES: None

ABSTAIN: None

ABSENT: None

A. APPROVE MINUTES FROM AUGUST 4, 2022

Action: Approved

B. APPROVE AND FILE CITY CHECKS

Action: Approved & Filed

C. ACCEPT AND FILE THE CASH AND INVESTMENTS REPORT FOR THE CITY OF SEASIDE AND THE SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE FOR THE QUARTER ENDING JUNE 30, 2022

Action: Accepted & Filed

D. APPROVE PROCLAMATION RECOGNIZING SEPTEMBER 17, 2022, AS CONSTITUTION DAY AND CITIZENSHIP DAY IN THE CITY OF SEASIDE

Peter Kaiser pulled the item and provided comments on ensuring the Council would approve the proclamation.

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Wizard and carried by the following vote, the City Council/Successor Agency moved to approve the proclamation recognizing September 17, 2022, as Constitution Day and Citizenship Day in Seaside.

AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard

NOES: None

ABSTAIN: None

ABSENT: None

Action: Approved

E. APPROVE PROCLAMATION RECOGNIZING SEPTEMBER 15 - OCTOBER 15, 2022, AS NATIONAL HISPANIC HERITAGE MONTH IN THE CITY OF SEASIDE

Action: Approved

F. PROCLAMATION RECOGNIZING SEPTEMBER AS CHILDHOOD CANCER AWARENESS MONTH IN THE CITY OF SEASIDE

Action: Approved

G. ADOPT THE RESOLUTION CREATING THE POSITIONS OF WATER SYSTEM OPERATOR AND DEPUTY FIRE CHIEF, AMENDING THE FISCAL YEAR 2022-23 FUND BUDGET, AND MODIFYING THE POSITION ALLOCATION LIST TO REFLECT ORGANIZATIONAL CHANGES

Council/Agency Member Wizard pulled the item and Roberta Greathouse, HR Director/Risk Manager responded to questions. There were no comments from the public.

On motion by Council/Agency Member Wizard and second by Mayor Pro Tem/Vice Chair Pacheco and carried by the following vote, the City Council/Successor Agency moved to adopt the resolution creating the positions of Water System Operation and Deputy Fire Chief.

AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard

NOES: None

ABSTAIN: None

ABSENT: None

Action: Adopted Reso #22-102

H. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE MEMORANDA OF UNDERSTANDING WITH THE SEASIDE FIREFIGHTERS' ASSOCIATION, SEASIDE PUBLIC SAFETY MANAGERS' ASSOCIATION, SEASIDE CITY EMPLOYEES' ASSOCIATION, SEASIDE MANAGERS AND SUPERVISORY EMPLOYEES' ASSOCIATION, CONFIDENTIAL EXEMPT AND NON-EXEMPT EMPLOYEES, AND UNCLASSIFIED EXEMPT AND NON EXEMPT EMPLOYEES

Action: Adopted Reso #22-103

I. APPROVE THE TRAFFIC ADVISORY COMMITTEE RECOMMENDATION TO RED CURB AT THE INTERSECTION OF WARING STREET AND LA SALLE AVENUE

Action: Approved

J. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE RAIDERS YOUTH FOOTBALL FOR THE 2022 SEASON

Action: Approved

K. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE RAIDERS YOUTH CHEER FOR THE 2022 SEASON

Action: Approved

L. APPROVE A FEE WAIVER REQUEST FROM ACTION COUNCIL - BUILDING HEALTHY COMMUNITIES FOR THE USE OF THE SEASIDE COMMUNITY CENTER FOR THEIR "CIRCULO" HEALING CIRCLE MEETING ON AUGUST 26, 2022

Action: Approved

M. APPROVE APPOINTMENTS TO NEIGHBORHOOD IMPROVEMENT COMMISSION AND THE COMMUNITY SAFETY ADVISORY COMMISSION

Action: Approved appointment of Tiffinie Meyer to the Neighborhood

Improvement Commission and Maiaika Velazquez to the Community Safety Advisory Commission.

9. PUBLIC HEARING

A. AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE CHAPTER 2.42 CONFLICT OF INTEREST CODE SECTION 2.42.130 APPENDIX - DESIGNATED EMPLOYEES (FIRST READING - ROLL CALL VOTE)

Dominique Davis, City Clerk, provided the presentation and responded to questions from the Council. There were no comments from the public.

On motion by Council/Agency Member Campbell and second by Mayor Pro Tem/Vice Chair Pacheco and carried by the following vote, the City Council/Successor Agency moved to approve the amendments to Seaside Municipal Code Chapter 2.42 Conflict of Interest Code Section 2.42.130.

AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard

NOES: None

ABSTAIN: None

ABSENT: None

Action: 2nd Reading scheduled for September 1, 2022

10. BUSINESS ITEMS

A. PROVIDE DIRECTION FOR THE 2022/23 COMMUNITY SOCIAL SERVICES GRANT (CSS)

Assistant City Manager Ashley Collick provided the presentation and responded to questions from the Council.

Public Comment: Eloise Shim

On motion by Mayor Pro Tem/Vice Chair Pacheco and Council/Agency Member Wizard second by and carried by the following vote, the City Council/Successor Agency moved to keep the grant program the same as the last fiscal year, with 33% of funds or a Council directed percentage to be set aside for new community based organizations/programs.

AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard

NOES: None

ABSTAIN: None

ABSENT: None

Action: Direction Provided

B. ADOPT A RESOLUTION AUTHORIZING THE PAYMENT OF \$7,522,232.14 TO MARINA COAST WATER DISTRICT FOR A CAPACITY CHARGE TO SECURE 407 AF OF RECYCLED WATER FOR THE BAYONET BLACKHORSE GOLF COURSE AND AUTHORIZE AN INTERFUND LOAN FROM THE CITY'S GENERAL FUND TO THE SEASIDE MUNICIPAL WATER SYSTEM FOR THE SAME AMOUNT AND AUTHORIZING THE CITY'S FINANCE DIRECTOR TO MAKE ALL NECESSARY BUDGET ADJUSTMENTS TO THE FISCAL YEAR 2022-2023 ADOPTED BUDGET

Victor Damiani, Finance Director, and City Attorney Sheri Damon presented the item and responded to questions from the Council.

Public Comment: Remleh Scherzinger (MCWD General Manager), Peter Kaiser

On motion by Council/Agency Member Campbell and second by Council/Agency Member Garcia-Arrazola, the City Council/Successor Agency moved to adopt a resolution authorizing the payment to MCWD for a capacity charge to secure 407 acre feet of recycled water.

AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard

NOES: None

ABSTAIN: None

ABSENT: None

Action: Adopted Reso #22-104

D. DISCUSS AND PROVIDE DIRECTION REGARDING POTENTIALLY APPOINTING CITY COUNCIL NOMINEES AND CANCELLING THE MUNICIPAL ELECTION

Dominique Davis, City Clerk presented the item and responded to questions from the Council.

Public Comment: Peter Kaiser

On motion by Council/Agency Wizard and second by Mayor Pro Tem/Vice Chair Pacheco and carried by the following vote, the City Council/Successor Agency moved to direct the Elections Official (City Clerk) to public a notice in a newspaper of general circulation, post a special meeting notice on August 19, 2022, and set a special meeting for August 25, 2022, at 1:00 p.m. to meet the statutory deadline to either appoint or hold the municipal election.

AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard

NOES: None

ABSTAIN: None

ABSENT: None

Action: Approved Special Meeting for Thursday, August 25, 2022, at 1:00 p.m.

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

Who is facilitating the Neighborhood Improvement Commissions \$10,000 City Tree Program? HR Director/Risk Manager Roberta Greathouse responded to the Mayor's inquiry.

B. FOLLOW UP ON PREVIOUS REQUESTS

City Manager Fontes reviewed previous requests from Mayor Pro Tem Pacheco regarding the Grizzly Pollinator Habitat contribution of \$6,000; the Park Master Plan request from Mayor Oglesby; and the Cutino Park safety upgrades, which will return to the Council in about three regular meetings.

12. CITY ATTORNEY, CITY MANAGER, MAYOR AND CITY COUNCIL COMMENTS AND REPORTS ON COMMITTEE ASSIGNMENTS

Reports provided.

City Manager Fontes highlighted the achievement of the Distinguished Budget Presentation Award issued by the Government Finance Officers Association to the City's Finance Department. Finance Director Victor Damiani provided comments and context regarding the award and thanked his team and management for their contributions and support.

13. CLOSED SESSION

City Attorney Sheri Damon read into the closed session items with the exception of 13A, and did not expect any action to announce out.

A. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE 54957.6

Agency Negotiators: Roberta Greathouse, Human Resources Director / Risk Manager; Donna Williamson, Labor Negotiator; Samantha Sakhrani, Human Resources Analyst.

Employee Organizations: All represented and unrepresented employees and employee associations.

B. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE SECTION 54956.9: POTENTIAL LITIGATION

Potential Litigation (2 Matters)

**C. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT
CODE SECTION 54956.9: EXISTING LITIGATION**

Monterey County Superior Court
Petrovich Development Company, LLC v. City of Seaside, et al.
Case No. 21CV003630

**D. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT
CODE 54956.9 EXISTING LITIGATION**

Monterey County Superior Court
Case No. 20CV003118
People v. Arzadon, Et. Al.

Upon return from closed session, Ms. Damon stated there was no action to report.

14. ADJOURNMENT

With no further business, the meeting adjourned at 9:48 p.m.

Respectfully submitted,

Dominique L. Davis, City Clerk

Ian N. Oglesby, Mayor



CITY OF SEASIDE STAFF REPORT

Item No.: 8.C.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer

DATE: September 1, 2022

SUBJECT: ADOPT A RESOLUTION APPROVING AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICE AGREEMENT WITH WALLACE GROUP TO PROVIDE EXPANDED CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE FIRE STATION UPGRADES PROJECT FOR AN AMOUNT NOT TO EXCEED \$19,536.00

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute amendment no. 3 to the professional service agreement with Wallace Group to provide expanded Construction Management and Inspection Services for the Fire Station Upgrades Project for an amount not to exceed \$19,536.00.

BACKGROUND

The Fire Station Upgrades Project (Project) includes the abatement of the exterior paint and texture coating, removal of dry rot and damaged siding, installation of new siding, removal of six existing bay doors and associated equipment, installation of six new overhead bay doors with associated electrical, plumbing modifications, and new paint on the exterior of the building.

On June 17, 2021, Wallace Group (Wallace) entered into a professional services agreement (PSA) with the City for project management and design services for the project in the amount of \$24,500.00. Wallace developed the plans and technical specifications, complied with the bid documents, conducted a mandatory pre-bid site conference with potential bidders, prepared addendums, and summarized the bids.

On December 16th, the City Council awarded a construction agreement to 101 Builders Inc. for an amount not to exceed \$679,572.00 including \$88,640.00 contingency, and approved a budget amendment for a revised project budget of \$795,761.00.

Construction of the project requires daily oversight of the contractor. The City does not have the personnel resources to support the project at the time the project started. On January 6, 2022, the City Council approved an PSA amendment in the amount of \$45,858.00 including contingency to Wallace professional services agreement to provide construction management and inspection services.

During the project, it was discovered that the removal of asbestos containing material (ACM) coating and siding on the Fire Station building exterior revealed several defects that need to be addressed to prevent future problems due to potential water intrusion into the building structure. In addition, the grinding of the exterior ACM coating caused some impact and deep swirl marks on the concrete surface below it.

On April 21, 2022, the City Council approved an PSA amendment in the amount of \$50,227.00 including contingency for Wallace to provide expanded construction management and inspection services after several previously mentioned defects were discovered. Wallace retained Wald Ruhnke & Dost Architects LLP and Central Coast Civil & Structural Engineering, Inc. and provided architecture and structural services, respectively, as subconsultants under the contract. These services provided recommendations and specifications to the contractor to replace existing defective construction and repair the structural damage at the front of the building. Additional compensation was provided for Wallace to facilitate construction meetings, additional oversight, and contractor coordination that were over and beyond the initial construction management and inspection services.

The contractors' remaining work includes repairs to the structural and water damage, and the exterior building finish. The contractor began work to repair the damaged structural members and water damage earlier this week. Additional construction agreement amendments are being considered at this September 1st Council Meeting to address the condition of the concrete surface after the ACM coating grinding. If the additional construction agreement amendments are approved, the project is expected to be complete by the end of October 2022. Wallace is requesting an amendment to their professional service agreement for an amount of \$19,536.00 to provide construction management, oversight, and project close out to support the change order work as outlined in the proposal attached to amendment no. 3 (Attachment 2).

ENVIRONMENTAL COMPLIANCE

Pursuant to preliminary review of the activities associated with this Council action in accordance with Section 15061 of the California Environmental Quality Act (CEQA) Guidelines, this project is Categorically Exempt (Class 1, Existing Facilities). The project repairs and performs minor upgrades to the existing building and involves negligible or no expansion of use.

FISCAL IMPACT

A construction agreement amendment has already been approved to address the water damage and damage to the structural members within the approved contingency. Construction agreement amendments are being considered at this September 1, 2022, Council meeting to address the condition of the concrete surface after the ACM coating grinding.

Based upon the services necessary for the Project and the additional construction amendments and contingencies, an additional amount of \$103,713.17 from the General Fund is needed to complete the Project. If approved, this would result in a revised Project budget of \$949,701.27. The budget appropriation is being considered with the construction agreement amendments approval item at this September 1, 2022, City Council Meeting.

Staff recommends adopting a resolution (Attachment 1) authorizing the City Manager to execute amendment no. 3 (Attachment 2) to the professional service agreement with Wallace Group for an amount not to exceed \$19,536.00 to provide expanded construction management and inspection services for the Fire Station Upgrades Project.

ATTACHMENTS

1. Resolution
 2. Amendment No. 3
-

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH WALLACE GROUP TO PROVIDE EXPANDED CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE FIRE STATION UPGRADES PROJECT FOR AN AMOUNT NOT TO EXCEED \$19,536.00,

WHEREAS, the Fire Station Upgrades Project (Project) is adopted in the fiscal year 2021/2022 Capital Improvement Program (CIP) annual budget; and

WHEREAS, the Project includes the abatement of the exterior paint and texture coating, removal and dry rot and damaged siding, installation of new siding, removal of six existing bay doors and associated equipment, installation of six new overhead bay doors with associated electrical, plumbing modifications and new paint on the exterior of the building; and

WHEREAS, Wallace Group (Wallace) is on the City approved list of design consultants to perform professional and technical services for implementation of the CIP; and

WHEREAS, on June 17, 2021, the City approved a professional services agreement with Wallace in the amount of \$24,500.00 to develop project plans and technical specifications, and to perform project management and design services for the Project; and

WHEREAS, on December 16, 2021, the City Council approved a budget amendment revising the total Project budget to \$795,761.00 and awarded a construction contract to 101 Builders Inc. to construct the Project; and

WHEREAS, the Project requires daily inspections, support to review submittals and respond to request for information submitted by the contractor during construction and the City does not have the staffing resources to support this project; and

WHEREAS, on January 6, 2022, the Council approved an amendment to the professional services agreement with Wallace to perform construction management and inspection services for the Project from pre-construction through project closeout in the amount of \$41,689.00 including 10% contingency; and

WHEREAS, the removal of the asbestos coating material (ACM) coating and siding of the Fire Station building exterior revealed several defects that need to be addressed including finish to the concrete surface underneath the ACM coating, water damage, and damage to structural members; and

WHEREAS, on April 21, 2022, the Council approved an amendment to the professional services agreement with Wallace to provide the necessary plans and specifications to repair the defects and water damage and damage to structural members through the services of architect and structural engineering subconsultants; and

WHEREAS, Wallace has expended a significant amount of hours of construction management and inspection services under their professional services agreement due to the several issues that have arisen during the construction to date; and

WHEREAS, Wallace submitted a proposal to perform expanded construction management and inspection services for the Project in the amount of \$19,536.00 for additional site inspection, contractor coordination, project coordination, sub-consultant coordination, and project close-out; and

WHEREAS, the Project budget (Account 344-8910-9556) including contingencies, is 949,701.27 requiring an additional \$103,713.17 to complete the Project; and

WHEREAS, a budget appropriation in the amount of \$103,713.17 from the General Fund to the Project budget is being considered at this September 1, 2022 City Council meeting.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute an amendment no. 3 to the professional services agreement with Wallace Group to perform expanded construction management and inspection services for the Fire Station Upgrades Project for an amount not to exceed \$19,536.00.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 1st day of September, 2022, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

CONTRACT AMENDMENT #3
PROFESSIONAL SERVICES
City of Seaside

Date: August 18, 2022

Change Requested by: X City/District Consultant

Contract Date

Project Name

06/17/2021

Fire Station Upgrades Project Management Services

To (Consultant): The Wallace Group, 612 Clarion Court, San Luis Obispo, CA 93401

You are directed to make the following changes to the Contract Documents or amend the following described work not included in the contract documents for this project.

The purpose of this addendum is to provide additional professional services related to the project named above. The contract terms and conditions shall not be modified except for as stated herein.

MODIFY the following text in **Section 2, "Services."**

Consultant shall perform the tasks described and set forth in Exhibit A, A1, A2, and A3 attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A, A1, A2 and A3.

MODIFY the following text in **Section 22, "Contents of Request for Proposal and Proposal."**

Consultant is bound by the contents of City's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit A, A1, A2, and A3 attached hereto.

Original Contract Amount	Previous CCO Total (Not including this Amendment)	This Amendment Total	Revised Contract Amount
\$24,500.00	\$87,350.00	\$19,536.00	\$131,386.00
Original Contract Time	Original Completion Date	Days To Date (Including This Amendment)	Revised Completion Date
12 Months	June, 30, 2022	0	June, 30, 2023
SUBMITTED BY:			
	Nisha Patel PW Director / City Engineer		8/17/22
Signature	Name and Title		Date
CITY APPROVAL BY:			
	Jaime M. Fontes City Manager		
Signature	Name and Title		Date
CONSULTANT ACCEPTANCE BY:			
	Kari Wagner Principal		August 10, 2022
Signature	Name and Title		Date

Exhibit A3

CONTRACT AMENDMENT

Project Name: City of Seaside Fire Station Upgrades	CA No. 03
Client Name: City of Seaside	Project/Phase No. 1284-0017-00600
Attention: Nisha Patel	Date: August 8, 2022
Address: 1635 Broadway Ave, Seaside, CA	

Wallace Group requests the Client's authorization to proceed with revisions to the contract agreement for the above referenced project as herein described. Approval below incorporates this document as a part of the original contract signed June 17, 2021. If approved, please return one signed original Contract Amendment to Wallace Group.

Description and Purpose of the Revision(s)

The removal of Asbestos Containing Material (ACM) coating and siding on the Fire Station building exterior revealed several defects that need to be addressed to prevent future problems due to potential water intrusion into the building structure. Wallace Group will perform additional work to address unknown conditions and oversee the proposed modifications to the building to enhance the exterior finish and water proofing and repair structural damage.

Wallace Group has forecasted the remaining work to complete the project and is requesting a budget amendment to allow for the following:

- **Site Inspections** - The project duration has been extended by several months. The final construction work should begin on August 12, 2022 and continue until September 16, 2022. Therefore 25 additional working days are estimated to completion. It is estimated that inspections will occur for 18 of the remaining working days. Budgeted time for performing each site inspection is estimated at four (4) hours which includes one hour of travel time, two hours of site time, and one hour of report preparation and documentation. In order to conserve budget, site inspections may not be performed on each day construction is being performed. This would allow more site inspection hours on days during significant events, such as stucco removal and layout for painting.
- **Coordination with Contractor** - This CA assumes that three additional Construction Change Orders (CCOs) need to be negotiated. This estimate includes six hours of negotiation and documentation per CCO.
- **Project Coordination** - Up to six construction meetings may be needed to be conducted to project closeout. This estimate includes three hours per construction meeting to be held via video conference including 2 hours preparation time and 1 hour for conducting and documenting the meeting. This CA also includes eighteen (18) hours for discussions that may be needed to be conducted with the City for project closeout.
- **Coordination with Consultants** - The project scope did not anticipate water damage to the building. Wallace Group will provide oversight for the subconsultants to address water damage repairs. Wallace Group retained Wald Ruhnke & Dost Architects LLP (WRD) and Central Coast Civil & Structural Engineering, Inc. to provide architecture and structural details, respectively, for contractor use when replacing existing construction. WRD is requesting an additional \$3,500 for engineering services during construction to attend future meetings, respond to RFI's and create punch list for the proposed waterproofing work.
- **Project Close Out** - Estimated that 24 total hours will be needed for gathering close out documentation for the project including reviewing final payment applications and project as-builts.



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A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294

www.wallacegroup.us



Please see the attached spreadsheet for our Budget Summary. At this time, Wallace Group has approximately \$15,000 remaining on our contract that we have assumed as a credit applied to the remaining needed services above.

Revision(s) Represent:

- ☐ a change in previous instructions
- ☒ a change in Scope of Services
- ☐ other:

Revision(s) Fee:

- ☐ hourly (time & materials) \$
- ☐ progress billing: \$
- ☒ not-to-exceed w/o authorization: \$19,536.00

Revision(s) will be invoiced as:

- ☒ increase to an item within the existing contract
- ☐ a new item added to existing contract

Issued by,
WALLACE GROUP, a California Corporation

APPROVED BY CLIENT:

A handwritten signature in blue ink, appearing to read "Kari E. Wagner".

Kari E. Wagner, PE C66026
Principal

612 Clarion Court
San Luis Obispo
California 93401
T 805 544-4011
F 805 544-4294
www.wallacegroup.us

Signature

Printed Name

Title

Date



CITY OF SEASIDE STAFF REPORT

Item No.: 8.D.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer
Leslie Llantero, Assistant Engineer

DATE: September 1, 2022

SUBJECT: ADOPT A RESOLUTION APPROVING CONSTRUCTION AGREEMENT AMENDMENTS WITH 101 BUILDERS FOR AN ALTERNATE EXTERIOR FINISH FOR THE FIRE STATION UPGRADE PROJECT FOR AN AMOUNT NOT TO EXCEED \$64,177.17 AND APPROPRIATE \$103,713.17 FROM THE GENERAL FUND TO THE PROJECT BUDGET.

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute construction agreement amendments with 101 Builders for an alternate exterior finish for the Fire Station Upgrades Project for an amount not to exceed \$64,177.17 and appropriate \$103,713.17 from the General Fund to the Project budget.

BACKGROUND

On December 16, 2021, the City Council awarded a construction agreement to 101 Builders Inc. for the Fire Station Upgrades Project (Project) for an amount not to exceed \$679,572.00 including contingencies. The Project includes the abatement of the exterior paint and asbestos containing material (ACM) texture coating, removal of dry rot and damaged siding, installation of new siding, removal and installation of six of the ten existing bay doors and associated equipment, electrical and plumbing modifications, termite treatment, and new paint on the trim and exterior of the building. To date, the contractor has completed the removal of paint, ACM texture coating, and damaged siding, relocated the interior utilities, and removed and installed six overhead bay doors and associated electrical equipment.

Grinding of the exterior ACM coating caused some impact and deep swirl marks on the underlying concrete surface. Several alternative finishes were considered and Texcote

was selected as the least expensive finish to mask the deep swirl marks and restore the buildings' exterior finish to its previous textured appearance. Painting of the remaining four bay doors to match the new white bay door installed in the rear of the building was not included in the construction agreement. The Fire Department would now like it to be included in the scope of work. The cost for the construction agreement amendment for an alternative exterior finish totals \$64,177.17. This cost includes the addition of application of a Texcote exterior finish that masks the swirl markings, painting of the remaining four bay doors, and application of a smooth skim coat and final coat finish to the mural wall, and a credit for painting the building's exterior.

ENVIRONMENTAL COMPLIANCE

Pursuant to preliminary review of the activities associated with this Council action in accordance with Section 15061 of the California Environmental Quality Act (CEQA) Guidelines, this project is Categorically Exempt (Class 1, Existing Facilities). The project repairs and performs minor upgrades to the existing building and involves negligible or no expansion of use.

FISCAL IMPACT

The construction contract with 101 Builders Inc. is for an amount not to exceed \$679,572.00 including contingency. Five contract amendments have been executed, totaling \$67,258.70. These change orders include bay door color modifications, structural and water damage repair discovered when the siding and ACM were removed, Texcote mock-up, additional electrical modifications, and temporary suspension of abatement work. All work associated with the change orders identified above have been completed with the exception of the structural and water damage repair.

Additional construction cost to address the condition of the concrete surface after the ACM coating grinding and painting of the remaining four bay doors exceeds the remaining contingency amount. Staff requests additional funds for construction agreement amendments for this work in the amount of \$64,177.17. An additional amount of \$20,000 in contingency is requested for unforeseen issues that may arise from the remaining work. Based upon the services necessary to complete the Project and construction contingencies and construction management services, an additional amount of \$103,713.17 from the General Fund is needed to complete the Project.

Staff recommends adopting a resolution (Attachment 1) appropriating \$103,713.17 from the General Fund to the Fire Station Upgrades Project in account no. 344-8910-9556; authorizing the City Manager to execute the construction agreement amendments (Attachment 2 & 3) with 101 Builders for the Fire Station Upgrades Project for an amount not to exceed \$64,177.17 for the alternative exterior finish, and authorizing the City Manager to approve any written amendments such that the

construction agreement does not exceed \$763,749.17 including contingency.

ATTACHMENTS

1. Resolution
 2. CCO #2 Seaside Fire Station
 3. CCO #5 Seaside Fire Station
 4. Budget Impact FY23_09.01.22
-

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, reading "Jaime M. Fontes", is written over a horizontal line. Below the line, the name "Jaime M. Fontes, City Manager" is printed in a black, sans-serif font.

RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING CONSTRUCTION AGREEMENT AMENDMENTS WITH 101 BUILDERS, INC. FOR AN ALTERNATE EXTERIOR FINISH FOR THE FIRE STATION UPGRADES PROJECT FOR AMOUNT NOT TO EXCEED \$64,177.17 AND APPROPRIATING \$103,713.17 FROM THE GENERAL FUND TO THE PROJECT BUDGET

WHEREAS, the Fire Station Upgrades Project (Project) is adopted in the fiscal year 2022/2023 Capital Improvement Program (CIP) annual budget; and

WHEREAS, the Project includes the abatement of the exterior paint and asbestos containing material (ACM) texture coating, removal of dry rot and damaged siding, installation of new siding, removal and installation of six of the ten of the overhead bay doors and associated equipment, electrical and plumbing modifications, termite treatment and new paint on the trim and exterior of the building; and

WHEREAS, on December 16, 2021, the City Council awarded a construction agreement to 101 Builders Inc. for the Fire Station Upgrades Project (Project) for an amount not to exceed \$679,572.00 including contingency; and

WHEREAS, five construction agreement amendments have been executed totaling \$67,258.70 paid from the contingency for bay door color modifications, repairing the structural and water damage revealed when siding was removed, Texcote mock up, additional electrical modifications, and temporary abatement work suspension; and

WHEREAS, grinding the ACM coating caused some impact and deep swirl marks on the underlying concrete surface in which several finished alternatives were considered; and

WHEREAS, Texcote was selected as the least expensive finish to mask the deep swirl marks and restore the building's exterior finish to its previous textured appearance; and

WHEREAS, the remaining 4 bay doors will be painted to match the new adjacent white bay door; and

WHEREAS, the additional construction cost to address the condition of the concrete surface after the ACM coat grinding and painting of the remaining 4 bay doors exceeds the remaining contingency amount approved for the Project; and

WHEREAS, the Project budget in Account No. 344-8910-9556 including construction contingency, construction management, and inspection services is \$946,012.17 requiring an additional \$103,713.17 to complete the Project; and

WHEREAS, there is sufficient General Fund balance to fund the additional budget request; and

WHEREAS, the project is categorically exempt per Article 19, section 15301 of CEQA.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside approves a fiscal year 2022/2023 budget appropriation in the amount of \$103,713.17 from the General Fund to the Fire Station Upgrades Project in account 344-8910-9556 such that the revised Project Budget is \$949,701.27, and directs the Finance Director to make appropriate budget adjustments; and

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute amendments to the construction agreement with 101 Builders for the alternate exterior finish for the Fire Station Upgrades Project for an amount not to exceed \$64,177.17; and

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to approve written amendments up to \$20,000.00 in contingency for written amendments, extensions, and change orders to the construction agreement such that the total construction agreement amount does not exceed \$763,749.17.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 1st day of September, 2022, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

CONTRACT CHANGE ORDER

CEM-4900 (REV 05/2015)

Sheet 1 of 2Change Requested by: ☐ Engineer ☐ Contractor

CHANGE ORDER NO.	Project	City Project No.
2	City of Seaside Fire Department Upgrades	344-8910-9556

TO

101 Builders Inc, 10435 Monterey Rd, Gilroy, CA 95020**, contractor**

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This change order is not effective until approved by the engineer.**

Description of work to be done, estimate of quantities, and prices to be paid. (Segregate between additional work at contract price, agreed price, and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. The last percentage shown is the net accumulated increase or decrease from the original quantity in the Bid Item List.

The City is requesting that four (4) existing roll-up bay doors on the east elevation be painted white color to match RAL 9016 Traffic White. The work will be performed on a lump sum basis.

Estimated Cost: ☐ Increase ☐ Decrease \$ 10,833.83

For this order, the time of completion will be adjusted as follows:
6 additional Working Days change allowance under this change order.

SUBMITTED BY

SIGNATURE	(PRINT NAME AND TITLE)	DATE
	Rick Riedl, Project Manager (Wallace Group)	07/07/2022

RECOMMENDED BY ENGINEER

SIGNATURE	(PRINT NAME AND TITLE)	DATE
	Nisha Patel, P.E., City Engineer	8/18/22

APPROVAL BY CITY MANAGER

SIGNATURE	(PRINT NAME AND TITLE)	DATE
	Jaime M. Fontes, City Manager	

We, the undersigned contractor, have given careful consideration to the change proposed and agree to provide equipment, furnish materials, and perform the work specified above, and will accept as full payment the prices shown above. **NOTE: If you do not sign this order, you are directed to proceed with the ordered work. You may file a Request for Information within the time specified.**

CONTRACTOR ACCEPTANCE BY

SIGNATURE	(PRINT NAME AND TITLE)	DATE
	Antoinette Schreder, Pres	8/10/22



License #1037916

PROPOSED CHANGE

DATE: April 21, 2022

PCO# 002

CONTRACTOR: 101 Builders, Inc.
10435 Monterey Road
Gilroy, CA 95020

Phone 408-842-3355

EMAIL: antoINETTE@101buildersinc.com

EMAIL: julie@101buildersinc.com

PROJECT NAME: Seaside Fire Station

DESCRIPTION: Added cost to paint an additional (4) bay doors.

THIS CHANGE WILL ADD (6) DAYS TO THE CONTRACT TIME.

Proposal includes labor and materials.

COST BREAKDOWNS										
DESCRIPTION	CRAFTSMAN	REG	1.5X	2X			REG	O.T.	D.T.	AMOUNT
LABOR:	Pressure washing (2 men x 8 hours)	Painter	16		hrs	@	\$ 90.00	\$ -	\$ -	\$ 1,440.00
	Setup and prep work (2 men x 4 hours)	Painter	8		hrs	@	\$ 90.00	\$ -	\$ -	\$ 720.00
	Prime doors (2 men x 12 hours)	Painter	24		hrs	@	\$ 90.00	\$ -	\$ -	\$ 2,160.00
	Paint doors (2 men x 12 hours)	Painter	24		hrs	@	\$ 90.00	\$ -	\$ -	\$ 2,160.00
	DESCRIPTION			QTY			PRICE			
MATERIALS:	(5) gallons of DuraPoxy HP paint			1	lot	@	\$ 2,500.00			\$ 2,500.00
	DTM Primer			5	ea	@	\$ 69.49			\$ 347.45
					lot	@	\$ -			\$ -
					lot	@	\$ -			\$ -
					lot	@	\$ -			\$ -
					lot	@	\$ -			\$ -
					lot	@	\$ -			\$ -
EQUIPMENT:					ea	@	\$ -			\$ -
					ea	@	\$ -			\$ -
MISC:					days	@	\$ -			\$ -
					hrs	@	\$ -			\$ -
					hrs	@	\$ -			\$ -
SUBCONTR:					lot	@	\$ -			\$ -
					lot	@	\$ -			\$ -
LABOR SUBTOTAL										\$ 6,480.00
LABOR MARKUP 15.00%										\$ 972.00
MATERIALS SUBTOTAL										\$ 2,847.45
MATERIALS MARKUP 15.00%										\$ 427.12
EQUIPMENT SUBTOTAL										\$ -
EQUIPMENT MARKUP 15.00%										\$ -
MISC SUBTOTAL										\$ -
MISC MARKUP 15.00%										\$ -
SUBTOTAL										\$ 10,726.57
SUBCONTRACTOR SUBTOTAL										\$ -
SUBCONTRACTOR MARKUP										\$ -
SUBTOTAL										\$ 10,726.57
BOND 1.0%										\$ 107.27
TOTAL AMOUNT										\$ 10,833.83

This proposal is based on the usual cost elements such as labor, material and markup and does not include any amount for impacts, such as but not limited to interference, disruptions, rescheduling, change in sequence of work, delays and/or acceleration directly or indirectly associated with this proposal. We expressly reserve the right to resubmit our proposal for any items should we be faced with performing this or other work under any of these conditions.

SINCERELY,
101 Builders, Inc.

Antoinette Schreder

Authorized Signature-Contractor, 101 Builders, Inc.

Authorized Signature-Owner, City of Seaside

Authorized Signature-Architect

CONTRACT CHANGE ORDER

CEM-4900 (REV 05/2015)

Sheet 1 of 11Change Requested by: ☒ Engineer ☐ Contractor

CHANGE ORDER NO. 5	Project City of Seaside Fire Department Upgrades	City Project No. 344-8910-9556
------------------------------	---	-----------------------------------

TO

101 Builders Inc, 10435 Monterey Rd, Gilroy, CA 95020**, contractor**

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This change order is not effective until approved by the engineer.**

Description of work to be done, estimate of quantities, and prices to be paid. (Segregate between additional work at contract price, agreed price, and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. The last percentage shown is the net accumulated increase or decrease from the original quantity in the Bid Item List.

The City is requesting a change in scope of work at the subject site to improve the building's exterior. The work is described in the following documents and is summarized below.

1. Work Directive #2
 - a. Sheet A1 Rev. 2 (dated 8/11/2022)
 - b. Sheet A800 -Exterior Details Rev. 2 (dated 7/21/22)

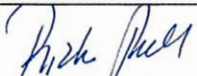
The items of work covered under this change order are summarized below according to the items shown on Work Directive #2 and Proposed Change Order #12 attached hereto:

- Item #1 Credit for Bid Item #6, Paint
- Item #2 Furnish Texcote and Skim Coat to Building Exterior and Free-Standing Walls

Estimated Cost: ☒ Increase ☐ Decrease \$ 53,343.34

For this order, the time of completion will be adjusted as follows:
38 Working Days.

SUBMITTED BY

SIGNATURE 	(PRINT NAME AND TITLE) Rick Riedl, Project Manager (Wallace Group)	DATE 8/18/2022
---	---	-------------------

RECOMMENDED BY ENGINEER

SIGNATURE 	(PRINT NAME AND TITLE) Nisha Patel, P.E., City Engineer	DATE 8/18/22
---	--	-----------------

APPROVAL BY CITY MANAGER

SIGNATURE	(PRINT NAME AND TITLE) Jaime M. Fontes, City Manager	DATE
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We, the undersigned contractor, have given careful consideration to the change proposed and agree to provide equipment, furnish materials, and perform the work specified above, and will accept as full payment the prices shown above. **NOTE: If you do not sign this order, you are directed to proceed with the ordered work. You may file a Request for Information within the time specified.**

CONTRACTOR ACCEPTANCE BY

SIGNATURE 	(PRINT NAME AND TITLE) Antoinette Schreder, Pres	DATE 8/18/22
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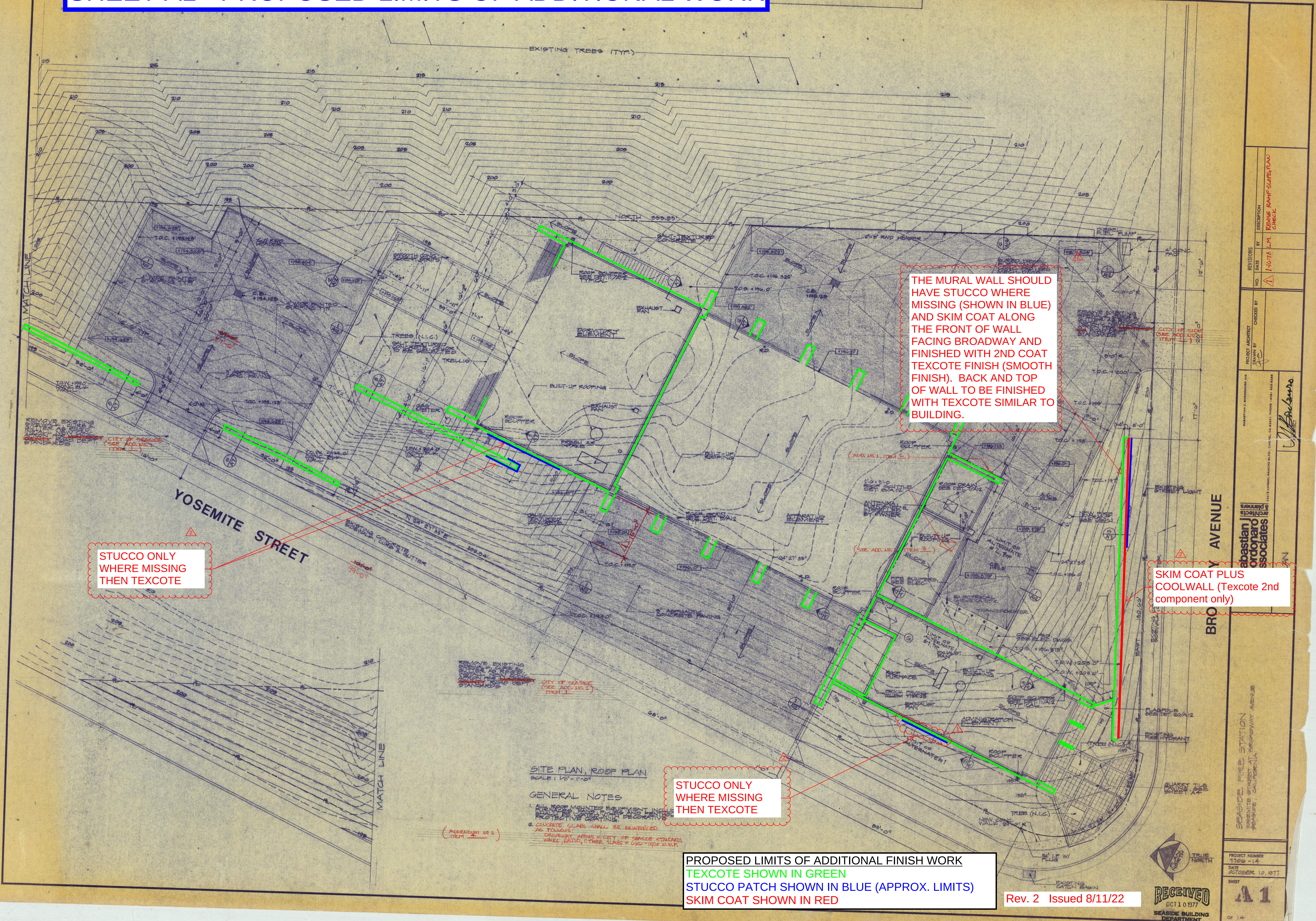
BID SCHEDULE - ADDITIONAL WORK DIRECTIVE #2 Revision #1
City of Seaside - Fire Station Upgrades

Bid Additional Work		Qty	Units	Unit Cost	Extended Cost
1	Credit for Revision of Bid Item #6 - Paint	1	LS		
2	Furnish Texcote and Skim Coat to Building Exterior and Free-Standing Walls	1	LS		
Total Bid including Material, Labor, and Equipment (Items 1 through 2 in Words)					\$

Attached documents include the following:

- 1) Sheet A1 - Proposed Limits of Additional Finish Work (dated 8/11/2022)
- 2) Sheet A800 - Bldg. Coating & Cladding Flashing Rev. 1 (dated 7/21/2022)

SHEET A1 - PROPOSED LIMITS OF ADDITIONAL WORK



SECTION 092400 EXTERIOR PLASTERING

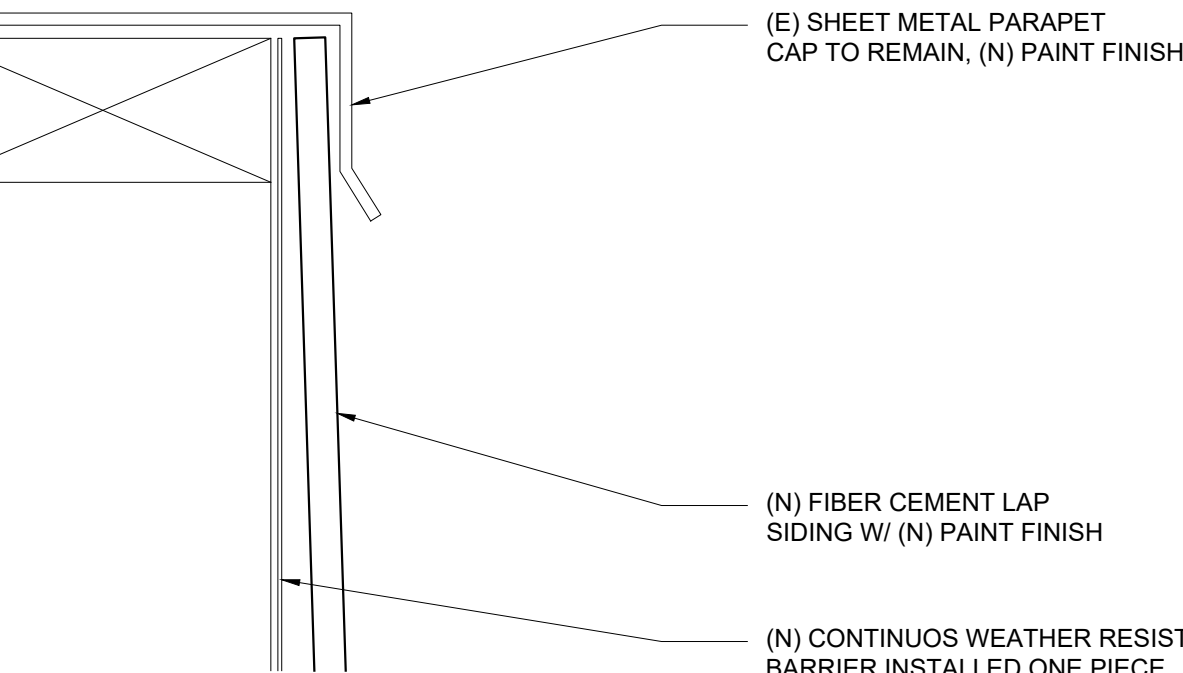
- Part 1 - General
- 1.1 SUMMARY
- A. Section Includes exterior plasterwork, also referred to as the application of stucco, at areas indicated for cement plaster patching and cement plaster skim coating over existing masonry/concrete substrates in a two-coat plaster over CMU or Concrete substrate consisting of a 1/2" to 1/2" ASTM C 926 basecoat directly applied to properly prepared concrete masonry unit and / or cast in place concrete surfaces with an integrally colored finish with overall thickness not to exceed 5/8"
- 1.3 Submittals: Submit Product Data including manufacturer's data sheets for all product to be installed and build a minimum 16 s.f. site mockup to demonstrate aesthetic effects, and to set quality standards for materials and execution.
- 1.4 QUALITY ASSURANCE: Contractor shall specialize in plastering work and plasterers employed shall have completed a state-approved apprentice program for lathing and plastering. Comply with ASTM C 926 - Application of Cement Plaster.
- 1.5 FIELD CONDITIONS: Comply with ASTM C 926 requirements. Apply and cure plaster to prevent plaster drying out during curing period. Use procedures required by climatic conditions, including moist curing, providing coverings, and providing barriers to deflect sunlight and wind.
- Part 2 - Products
- 2.1 PLASTER MATERIALS
- A. Portland Cement: Cement Type III complying with ASTM C 150.
1. Color for Finish Coats: As selected by Owner.
- B. Lime: Hydrated Lime, Type S complying with ASTM C 206.
- C. Sand: Washed, free of deleterious or friable material and well graded, complying with ASTM C 897.
- D. Water: Clean and Potable.
- E. Basecoat mix proportions
1. Option 1, Field Mix, Conforming to ASTM C 926, Table 3.
2. Option 2, Proprietary Basecoat per manufacturer's recommendation to ensure warranty.
- F. Finish Coat: Cement Finish Preblended and bagged by a manufacturer member of the Stucco Manufacturers Association (SMA), texture and color as selected by Owner and verified by Mockup.
- Part 3 - Execution
- 3.1 Examine substrates and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work. Proceed with installation only after unsatisfactory conditions have been corrected. Protect adjacent work from soiling, spattering, moisture deterioration, and other harmful effects caused by plastering. Prepare smooth, solid substrates for plaster according to ASTM C 926. Apply materials per ASTM C 926. Apply Bonding Compound on substrates for direct application of plaster. Apply Base coat and Finish Coats to provide sacked California mission finish to match Mock-up sample.
- End of Section

SECTION 09960 EXTERIOR HEAT REFLECTIVE TEXTURED AND SMOOTH COATINGS

- Part 1 General
- 1.01 SUMMARY
- TEXTCOTE® COOLWALL® w/Aquatec Kynar Coating System. Vertical Walls Texture, Tops of Walls Smooth.
- 1.02 SUBMITTALS
- A. Furnish manufacturer's Technical Data Sheets and MSDS and drawings in texture and colors.
- B. Samples: Submit 8"x10" drawdown samples for each color and texture selected. Sample shall be made of coating specified; match color selected by Architect/Owner.
- 1.03 QUALITY ASSURANCE
- A. Manufacturer's Qualifications: Not less than 10 years successful experience in supplying materials of the types equivalent to those required for this project.
- B. Coats: The number of coats specified is the minimum acceptable. If full coverage is not obtained with the specified number of coats, apply such additional coats as necessary to produce the required finish.
- C. Employ coats and undercoats for all finishes pursuant to the paint manufacturer's instructions.
- D. Regulatory Agency Requirements
- a. Comply with state and local regulations governing use of paint materials.
- b. Comply with OSHA guidelines for protective clothing, glasses, gloves, and respirators as required for project conditions.
- 1.04 FIELD SAMPLES
- A. Submit Mock-Up sample panel on jobsite building or surface as selected by Architect/Owner/General Contractor.
- B. Provide a 10'x10' sample for each separate substrate using the actual substrate materials.
- C. Obtain approval of texture and color prior to proceeding.
- D. Field samples may be part of the actual work.
- 1.05 JOB CONDITIONS: Environmental conditions can be modified only if such requirements are a part of the manufacturer's application instructions or if the manufacturer supplies a letter amending the environmental conditions. Ambient Air temperature: At least 45° F degrees but not exceeding 100° F degrees during application. Precipitation: Do not apply primer and coating materials during precipitation and when precipitation is imminent or anticipated. Apply coating to surfaces that are free of surface moisture and less than 11.0 on moisture meter readings. Ultraviolet Light: Do not allow primer to be exposed to ultraviolet light for more than four weeks prior to application of coating. If exposure exceeds the four week limit, apply additional coat of primer. Do not apply coating in areas with airborne dust or where dust can be generated. Roof and parapet top caps shall be installed and sealed against water penetration prior to coating. Verify water tightness. Allow installed joints to cure according to sealant manufacturer's recommendations prior to coating.
- 1.06 PRODUCT DELIVERY, STORAGE, AND HANDLING
- A. Packaging: Deliver materials to job site in manufacturer's original unopened containers, with labels intact and readable, listing manufacturer coating type, product name and batch.
- B. Manufacturer's Instructions: Comply with manufacturer's instructions for storage and handling, including cautions on product data safety sheets.
- 1.07 WARRANTY
- A. Upon completion of application of coating in accordance with the manufacturer's recommendations, Textured Coatings of America, Inc. will extend its limited commercial warranty for product replacement as a result of defect in the material.
- B. The manufacturer must be notified prior to the application of the coating and the applications must comply with the manufacturer's recommendation for installation. Textured Coatings of America, Inc. shall have no obligation to contribute to or otherwise participate in labor or cost associated with effecting repairs.
- C. Specimen copy of material warranty available upon request.
- Part 2 Products
- 2.01 MATERIALS
- A. Primer: TEXTCOTE® COOLWALL® Smooth Classic Primer for surfaces where smooth finish coat required or TEXTCOTE® COOLWALL® Textured Primer, textured profile depending on appearance desired by architect/owner.
- B. TEXTCOTE® COOLWALL® coating shall conform to the following performance criteria:
- C. Patching Compounds
1. TEXTCOTE® FLEX PATCH® smooth for cracks 1/32" or smaller.
2. TEXTCOTE® FLEX PATCH® smooth or texture for cracks 1/32" to 1/8".
3. TEXTCOTE® SKIM COTE® for crack, holes or voids larger than 1/8".
- 2.02 Application Equipment
- A. Application for TEXTCOTE™ COOLWALL® Textured Primer - Graco GM1030 Tech Spray, Graco 10:1 President or equal.
- B. Application for TEXTCOTE™ COOLWALL® Classic Smooth Primer - Graco 5900 or equal using .025 to .029 RAC Tip.
- C. Application for TEXTCOTE™ COOLWALL® w/Aquatec Kynar™ smooth finish coating, Graco 5900 or equal using 017 to 019 RAC spray tip.
- 2.03 Manufacturer - Textured Coatings of America
- Corporate Offices
- 2422 East 15th Street
- Panama City, FL 32405-6348
- Phone 850-769-0347
- West Coast Contact
- William Bill Borchert, CSI, TCA, SPC
- Phone 510-206-8030
- email: spcwesttracs@aol.com
- 2.04 Colors: As indicated in drawings/color schedule or selected by Owner
- Part 3 EXECUTION
- 3.01 INSPECTION
- Examine metal surfaces scheduled to receive coating systems for conditions that may adversely affect the work. Do not proceed with the work of this Section until unsatisfactory conditions have been corrected. Notify the Owner, Architect or Engineer in writing of any conditions that may adversely affect the adhesion or performance of the coating systems.
- A. Previously painted or bare: Concrete/ Masonry, Stucco, Metal and other surfaces as indicated or otherwise specified:
1. Verify all fins and projections have been removed.
2. Verify all visible cracks have been patched or repaired prior to applying any coatings.
3. Verify the repair of pockets, holes, breakouts, surface irregularities and damaged surfaces.
4. Verify that all patching materials are cementitious, and/or water-resistant flexible patching compound.
5. Test that the pH of all concrete surfaces to be coated are within Manufacturer's acceptable level.
- B. Caulk and Patching Material:
1. Check with the caulk manufacturer and caulk contractor that the caulk is paintable.
2. Verify the caulk is fully cured in accordance with manufacturer's directions.
3. Verify the caulking system provides a clean, dry, smooth, and bondable surface, free of residue and site dirt.
4. The caulk shall be cleaned and primed, if required, prior to application of coating.
5. Verify all patching material is paintable and compatible with the specified coating system.
- 3.02 PREPARATION
- GENERAL
1. Surfaces must be sound, clean and dry prior to application of primer, if needed, or coating.
2. Remove dust, dirt, mildew, rust, form oils, bond breaker, loose substrates and other surface contaminants.
- Pressure wash, chemically clean or mechanically abrade as needed to provide sound, clean surface prior to application of coating or primer if needed.
3. Test surface for pH level, record and report pH results to Manufacturer's Representative.
4. Conduct surface preparations with SSPC Surface Preparation Standards; SSPC Codes: SP1 Solvent Cleaning, SP2 Hand Cleaning, SP3 Power Tool-Cleaning and SP6 Commercial Blast to provide a clean, sound and dry surface prior to application of primer coats.
- B. Crack Repair:
1. Address all cracks, caulk, patch or repair as follow:
- a. Fine Cracks up to 1/32" - Brush or knife TEXTCOTE® FLEX-PATCH® smooth or texture into cracks and bring to smooth and flush with concrete surface.
- b. Cracks 1/32" to 1/8" shall be filled and dressed uniform with surrounding surfaces with TEXTCOTE® FLEX-PATCH® SMOOTH.
- c. Cracks 1/8" or wider shall be filled with cementitious patching compound, #2 Portland Cement, 60-80 mesh sand, acrylic bonding agent and water or equivalent system.
- 3.03 MATERIAL PREPARATION: Remove skins formed on surface of material before moving containers, missing material, or applying material. Store material not in actual use in tightly covered containers. Maintain containers used in storage, mixing and application of coating in a clean condition, free of foreign materials and residue. Do not store in sunlight. Do not allow freezing. Material should be maintained between 45°F and 95°F for best application properties.
- 3.04 APPLICATION: Apply TEXTCOTE® COOLWALL® Classic Smooth Primer or Textured Primer, as required, to properly prepared surface. Apply a uniform, continuous, pin-hole free film over designated surface. For TEXTCOTE® COOLWALL® apply a uniform continuous pin-hole free film over designated surfaces.
- Maintain a wet edge to prevent lap marks. Continue work to a panel edge, corner, seam or other natural break. Use adequate number of workers to avoid lap marks and spray patterns. Do not apply material below grade or in contact with earth. Completed coating system must provide a continuous pinhole free film at approximately 20mils(smooth). Surfaces in two coats - 18mils(texture) mils dry film thickness in one coat. Completed coating system shall match the accepted Mock-Up sample to be done and approved prior to start of full job.
- A. FINISH COATING SYSTEM
- Primers: Select one as specified
- TEXTCOTE® COOLWALL® Classic Smooth Primer - one coat at 100 sq/ft gal
- TEXTCOTE® COOLWALL® Textured Primer, Sand Finish - 60 to 85 sq/ft gal
- TEXTCOTE® COOLWALL® Finish Spread Rate over Smooth Primer, Two(2) Coats at 225-250 sq/ft gal. - Coverage rate and number of coats may vary depending on color selected.
- TEXTCOTE® COOLWALL® Finish Spread Rate over Textured Primer, One(1) Coat at 175 to 225 sq/ft gal.
- Coverage rate and number of coats may vary depending on color selection.
- B. FINAL INSPECTION: Notify manufacturer's Rep to conduct final inspection of TEXTCOTE® COOLWALL® System upon completion of job. Unacceptable finishes will be corrected at the expense of the Contractor/Contractor to provide Manufacturer with completed application for Warranty upon successful completion of job in accordance with the Manufacturer's instructions and this specification. Manufacturer to issue the Owner WARRANTY.
- 3.05 CLEANING AND PROTECTION: During course of work, remove discarded coating material, rubbish, cans, rags and similar construction waste from the site at the end of each workday. Upon completion of the coating work, clean window glass or other coating splattered surfaces. Protect work of other trades, whether to be coated or not, against damage by coating and finishing work. Correct any damage by cleaning, repairing or replacing and recoating, as acceptable to the Architect/Owner/Engineer.
- End of Section

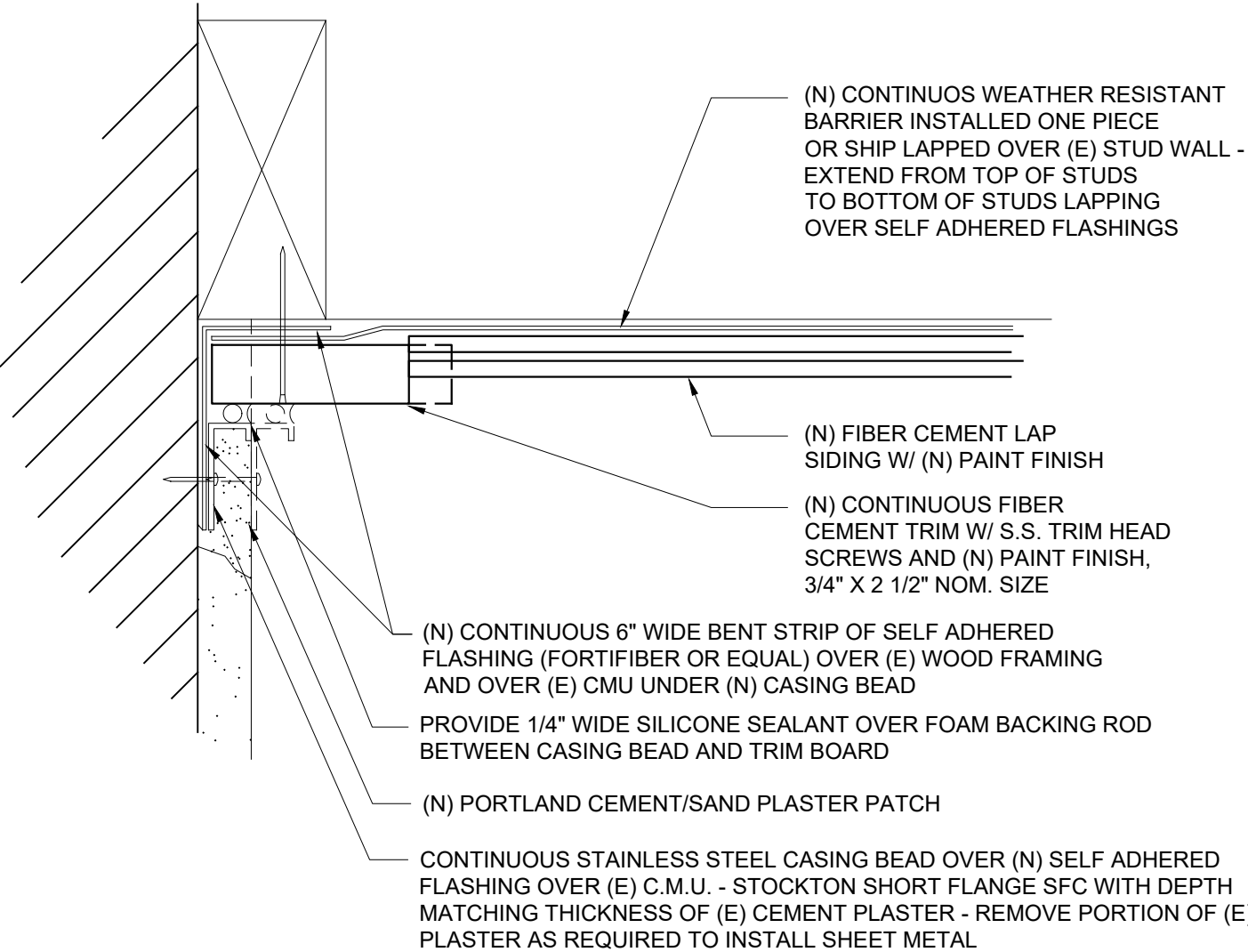
PLASTERING AND COATING SPECIFICATIONS

SCALE: HALF SIZE



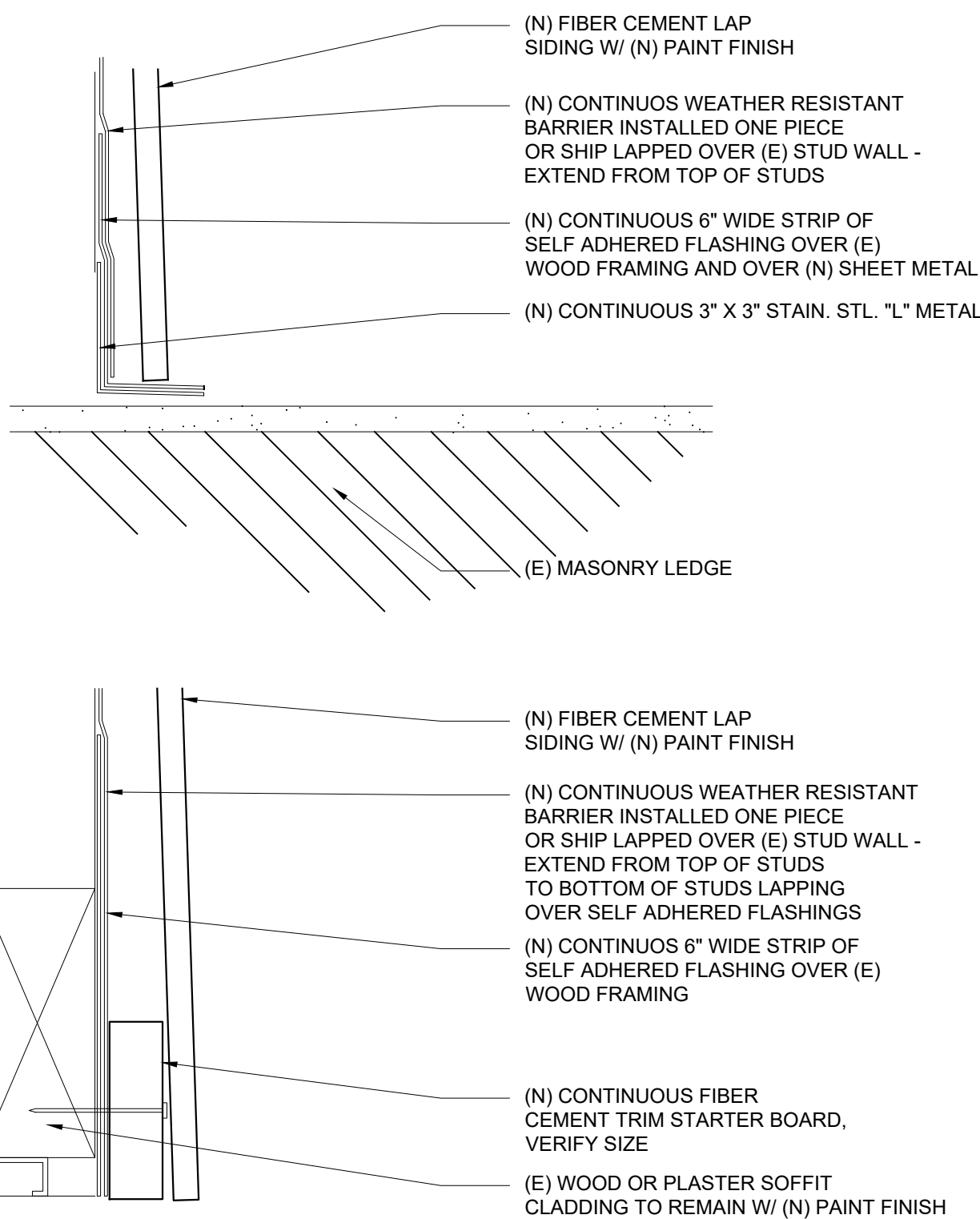
(N) FLASHING DETAIL - NEW CLADDING @ (E) PARAPET

SCALE: HALF SIZE



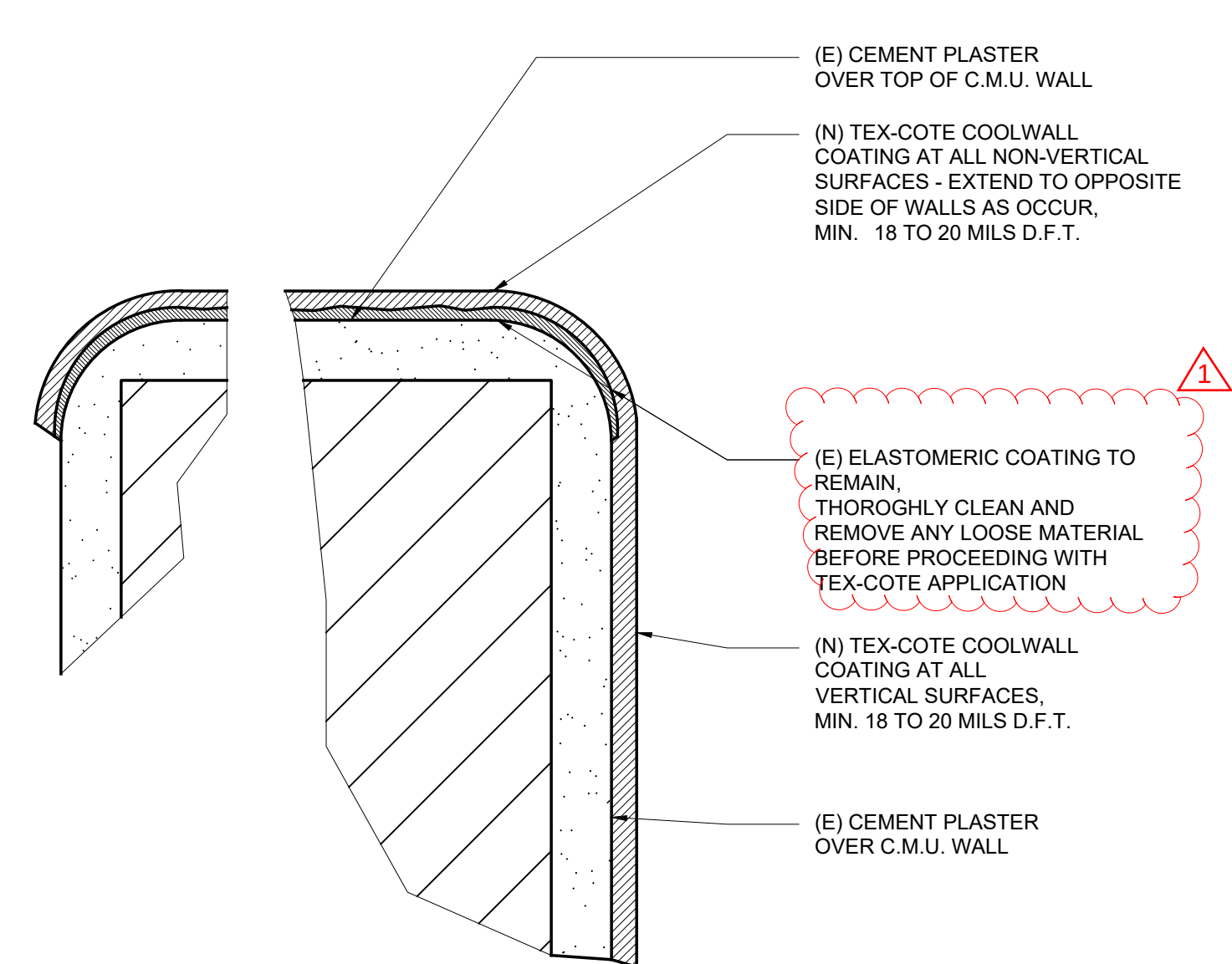
(N) FLASHING DETAIL - NEW CLADDING @ (E) CMU SIDE WALL

SCALE: HALF SIZE



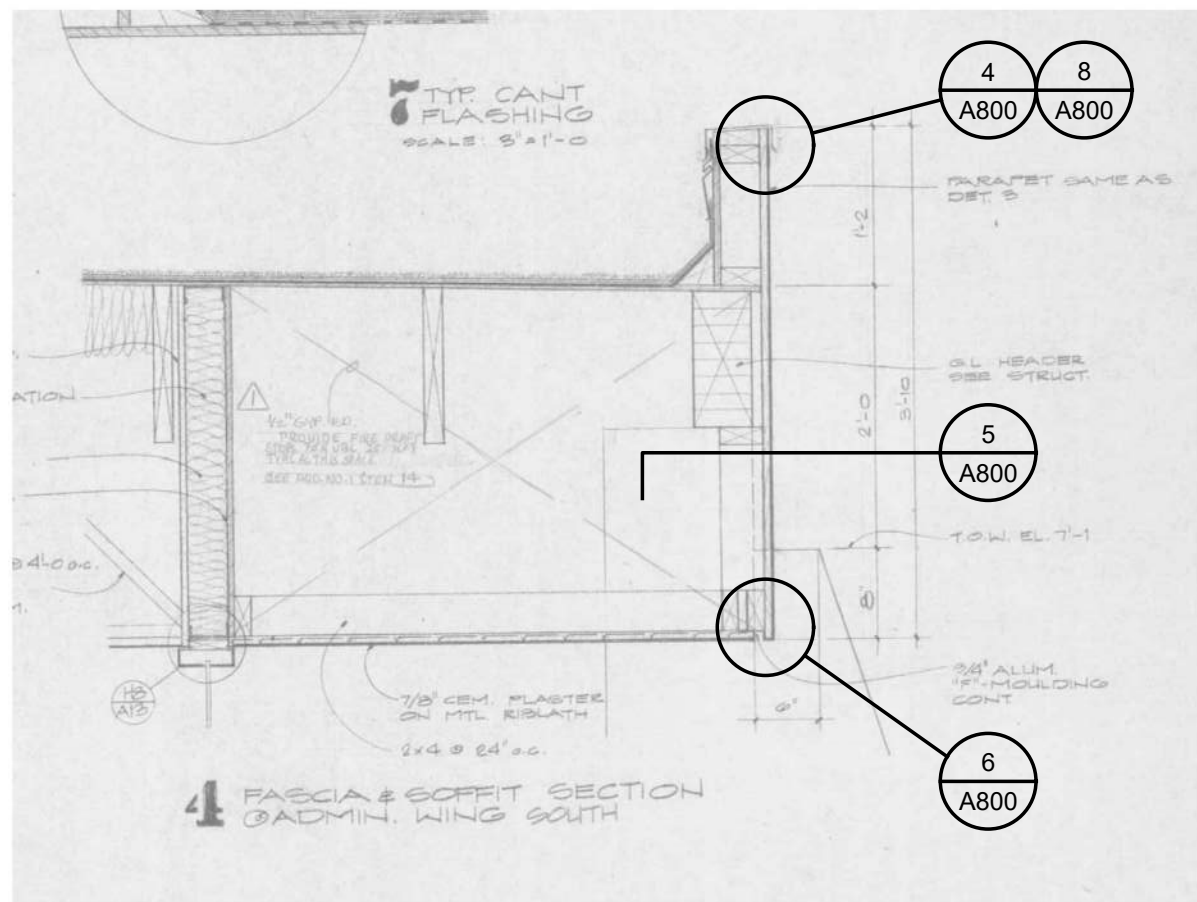
(N) FLASHING DETAIL - NEW CLADDING @ (E) SOFFIT & (E) MAS. LEDGE

SCALE: HALF SIZE



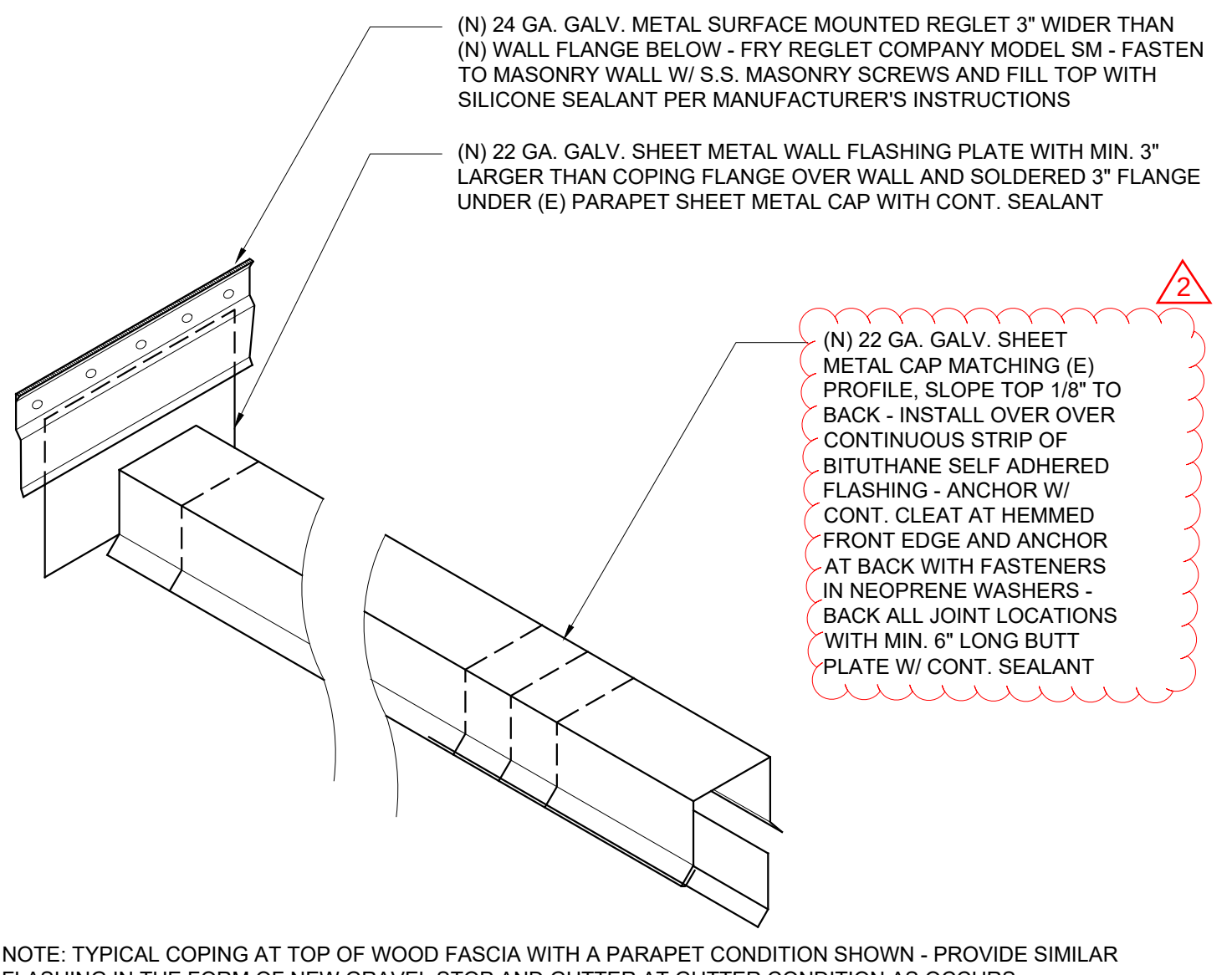
BUILDING PLASTER COATING DETAIL

SCALE: 3/4 SIZE



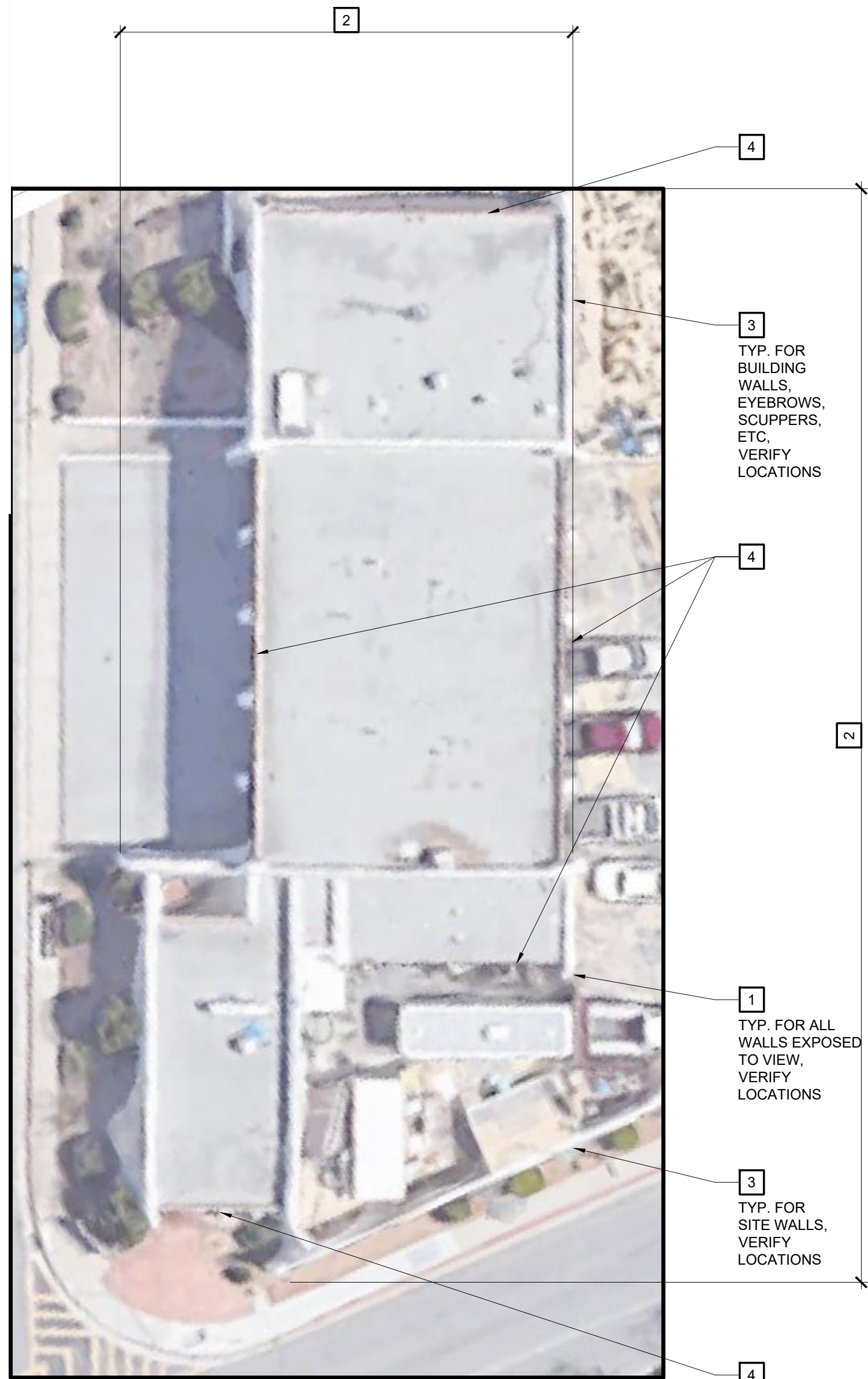
KEY FASCIA SECTION

SCALE: N.T.S.



(N) RETROFIT SHEET METAL CLOSURES @ (E) PARAPET CAP

SCALE: NO SCALE



KEY ROOF PLAN

SCALE: N.T.S.

KEY NOTES

THE KEY NOTES THAT FOLLOW APPLY TO THE DRAWING(S) ON THIS SHEET ONLY. REFER TO FOLLOWING SHEETS FOR NOTES THAT ARE APPLICABLE TO THOSE DRAWINGS.

- 1 REPAIR CRACKS LARGER THAN 1/8\"/>

* PATCH EXISTING CEMENT PLASTER WALLS WITH A FIELD MIX OR A MANUFACTURED PREMIXED PATCHING SYSTEM PER SPECIFICATION 09960 IN DETAIL 7/A800

** WALL COATING SYSTEMS SHALL BE PER SPECIFICATION 09960 IN DETAIL 7/A800 - PROCEED AS FOLLOWS: (1) OBTAIN COLOR FROM OWNER, (2) OBTAIN MATERIAL FOR MOCK-UP FROM MANUFACTURER, (3) PROVIDE MOCK-UP ON EXISTING WALL FOR OWNER REVIEW AND APPROVAL - NOTE THE MOCK-UP IS FOR REVIEW OF BOTH THE SELECTED COLOR AND THE "HIDING" CHARACTERISTICS OF THE COATING SYSTEM, (4) UPON OWNER APPROVAL OF MOCKUP PROCEED WITH THE WORK - FOR FACILITATION OF THE ABOVE PROCEDURES CONTACT MANUFACTURER'S REP. BILL BORCHERT (510) 206-8030.

*** PLASTER SKIM COATING SYSTEMS SHALL BE PER SPECIFICATION 092400 IN DETAIL 7/A800.



2340 GARDEN ROAD, SUITE 100

MONTEREY, CALIFORNIA 93940

PHONE: 831.649.4642

FAX: 831.649.3530

WWW.WRDARCH.COM

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SEASIDE FIRE STATION BLDG. COATING & CLADDING FLASHING

CITY OF SEASIDE SEASIDE FIRE DEPARTMENT 1635 Broadway Ave., Seaside, CA 93955

JOB NO.:

22069

PRINT DATE:

PLOT DATE: 7.21.2022

DRAWN BY:

CHECKED BY:

SET ISSUED:

RFI DETAILS	5/4/22
UPDATE	5/6/22
UPDATE	5/9/22
UPDATE	6/27/22
UPDATE	7/7/22
DETAIL 8 UPDATE	7/21/22

SHEET NAME:

EXTERIOR DETAILS

SHEET NO.:

A800

BID SCHEDULE - ADDITIONAL WORK DIRECTIVE #2 Revision #1
City of Seaside - Fire Station Upgrades

Bid Additional Work		Qty	Units	Unit Cost	Extended Cost
1	Credit for Revision of Bid Item #6 - Paint	1	LS		<24,032.82>
2	Furnish Texcote and Skim Coat to Building Exterior and Free-Standing Walls	1	LS		77,376.16
Total Bid including Material, Labor, and Equipment (Items 1 through 2 in Words)					\$ 53,343.34

Attached documents include the following:

- 1) Sheet A1 - Proposed Limits of Additional Finish Work (dated 8/11/2022)
- 2) Sheet A800 - Bldg. Coating & Cladding Flashing Rev. 1 (dated 7/21/2022)



License #1037916

PROPOSED CHANGE

DATE: July 13, 2022

PCO# 012

CONTRACTOR: 101 Builders, Inc.
10435 Monterey Road
Gilroy, CA 95020

Phone 408-842-3355

EMAIL: antoINETte@101buildersinc.com

EMAIL: julie@101buildersinc.com

PROJECT NAME: Seaside Fire Station

DESCRIPTION: Additional Work Directive #2

Proposal includes labor and materials.

COST BREAKDOWNS																
DESCRIPTION										REG	O.T.	D.T.	AMOUNT			
Item #1	Credit for deletion of Bid Item #6 (Paint)					1	lot	@	\$	(20,691.20)	\$	-	\$	-	\$	(20,691.20)
							lot	@	\$	-	\$	-	\$	-	\$	-
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SINCERELY,
101 Builders, Inc.

Antoinette Schreder

Authorized Signature-Contractor, 101 Builders, Inc.

Authorized Signature-Owner, City of Seaside

Authorized Signature-Architect

Credit for Paint

Item #1

PA

TOTAL:	\$	(10,800.00)	\$	-
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TOTAL:	(\$5,400.00)
--------	--------------

TOTAL:	\$0.00
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TOTAL: (\$4,491.20)

TOTAL PRE-MARKUP	(\$20,691.20)
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BRANCH 051
37 TARP CR
SALINAS CA 93901-3717
831-422-7411

4 WEEK BILLING INVOICE

204545932-001

Item #1

Job Site SEASSIDE FIRE STATION
1635 BROADWAY AVE
SEASIDE CA 93955-5161
Office: 408-842-3355 Cell: 831-566-4879

Customer # : 3468670
Invoice Date : 04/09/22
Date Out : 03/28/22 09:00 AM
Billed Through : 04/25/22 00:00
UR Job Loc : 1635 BROADWAY AVE, S
UR Job # : 14
Customer Job ID:
P.O. # : AS
Ordered By : ANTIONETTE SCHRAEDER
Reserved By : ALEXANDER GAMPER
Salesperson : ARTURO VEGA

Invoice Amount: \$2,893.18

Terms: Due Upon Receipt
Payment options: Contact our credit office 888-481-2660
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
P.O. BOX 051122
LOS ANGELES CA 90074-1122

RENTAL ITEMS:						
Qty	Equipment	Description	Minimum	Day	Week	4 Week
1	10972641	BOOM 37-44' TELESCOPIC Make: JLG Model: 400S Serial: 0300265909 Meter out: 794.10 Meter in: .00	421.00	421.00	1,137.00	2,232.00
						2,232.00
SALES/MISCELLANEOUS ITEMS:						
Qty	Item	Price	Unit of Measure	Extended Amt.		
1	CA PERSONAL PROP TAX REIMB CHARGE	[DRSURCA/MCI]	16.740	EACH	16.74	
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI]	44.640	EACH	44.64	
1	DELIVERY CHARGE		185.260	EACH	185.26	
1	PICKUP CHARGE		185.260	EACH	185.26	
Sales/Misc Subtotal:						431.90
Agreement Subtotal:						2,663.90
Tax:						229.28
Total:						2,893.18

COMMENTS/NOTES:

CONTACT: JUAN ARCHIBALD
CELL#: 831-566-4879

Billing period: 28 Days From 3/28/22 09:00 AM Thru 4/25/22 09:00 AM

TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687)
WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #
IN ORDER TO CLOSE THIS CONTRACT

% 160 = \$18.08 per hour



Boom Lift

Equipment rate

Item #2

code
input
C
PA

TOTAL: \$0.00 \$ -

TOTAL:	\$0.00
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TOTAL:	\$73,418.00
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TOTAL:	\$0.00
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TOTAL PRE-MARKUP	\$73,418.00
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Ham #2

TEXCOTE COOL WALL SYSTEM BID PROPOSAL

June 2, 2022

To: 101 Builders
Re: 1635 Broadway Ave Seaside CA

Attn: Debby
Email: debby@101buildersinc.com

Painting Bid: Seaside Fire Station- 1635 Broadway Ave Seaside CA

Proposal to apply the Texcote Textured Cool Wall system on all concrete exterior surfaces:

\$ 62,168.00

~~Add Alternate to paint all wood surfaces on building exterior:~~

~~\$ 12,340.00~~

SCOPE OF WORK

Concrete Walls Exterior

- Power wash exterior
- Minor prep work on cracks and spalls only (we are not skimming or floating the exterior)
- Mask off all areas not to receive any of the textured coatings
- At parapet top apply the Texcote "stretch Smooth"
- Apply the Metal primer on metal surfaces
- Apply the Texcote "High build primer in either (Coarse or Sand Finish)
- Apply 1st coat of the Texcote Cool wall finish in RAL9016 color
- Apply 2nd coat of the Texcote Cool Wall Finish in RAL9016 color

*On the small walls we can either leave them smooth for when they apply the new mural or sand finish texture

EXCLUSIONS/CLARIFICATIONS

EXCLUSIONS:

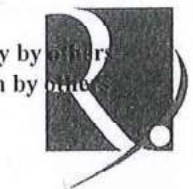
- We exclude protection of installed materials.
- Applying a skim coat to entire exterior concrete surfaces; proposal is just to install the textured cool wall system
- Grinding or removal of existing coating on parapet tops; these will have to be prepped by others

CLARIFICATIONS:

- All surfaces must be cleaned and ready for
- 3 move-in per item; additional move-ins: \$500 each occurrence
- Installed taxes are included
- This IS a prevailing wage project
- We acknowledge addendum(s) NONE
- Any contract must reference proposal
- Bid is based on all surfaces to receive the texture cool walls system to be prepped previously by others
- If needed to have a smooth consistent finish on walls; walls will have to be skimmed smooth by others prior to our application
- Bid is based on working normal business hours

54,059.13
+ 8,108.87 1570 MU
\$ 62,168.00

Prepared by: Ricardo Godinez, Estimator



R. BROTHERS
WATERPROOFING COMPANY

Contractor's License #840968

Item #2



224 Valle Verde
Hollister, CA 95023
831-902-5373
Lic#987621

07/12/22
Page 1 of 1

9400 + 1850 = 11,250

DIR#1000003911

To: 101 Builders, Inc

Email: debby@101buildersinc.com

Project: Seaside Fire station - 1635 Broadway Ave., Seaside

Estimating Department

Thank you for the opportunity to bid your project. The price includes all labor, materials, taxes, insurance, equipment and scaffolding necessary to perform the scope of work outlined below for the amount of:

Base Bid: \$ 9,400.00

Scope of Work:

Stucco: Prep and remove all loose materials at Mural area
Roll glue to entire wall
Apply mesh and skim coat
Apply a Smooth Finish

9782.60
+ 1467.40 1576 MU

11,250.00

Add: Stucco extra work as per pictures (emailed) Price: \$ 1,850.00

Bid Documents:

email photo and plans

Addendums:

none

Clarifications:

- i. Estimate does not include verbal changes, UBC notes and/or local state code that are not shown in details. General notes claiming "all work to be done in accordance with" are **only** followed if clearly shown on cut-through sections, wall elevations and/or floor plan.
- ii. Contractor to furnish one spec book and (2) two sets of revised prints. (at no cost)
- iii. Our combined price includes overhead, mobilization, Ect. Based on the total bid price, splitting bid price will cause the individual sections price to increase. Note: We will provide a schedule of values for accounting purposes.
- iv. Bid includes a Standard crew size only.
- v. All back charge(s) will require a 48 hour notification to **South County Drywall & Plastering, Inc.** and approved by owner in writing.

Please sign if excepting price:

Owner/General Contractor

As of 09/01/2022

Running total surplus/ (deficit): \$ (43,094)

Running total, Unassigned Fund Balance:	\$ 9,284,104
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Notes: Operating deficits are paid from unassigned fund balance.

Use of unassigned fund balance will also impact the 5 year forecast presented at the time of budget adoption.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.E.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer

DATE: September 1, 2022

**SUBJECT: ADOPT A RESOLUTION GRANTING AN EASEMENT TO MARINA
COAST WATER DISTRICT FOR THE ORD VILLAGE LIFT
STATION**

RECOMMENDATION

Adopt a resolution approving a non-exclusive easement for use by the Marina Coast Water District to operate sanitary sewer facilities adjacent to Monterey Road (APN 031-051-023).

BACKGROUND

An existing sewer lift station operated by Marina Coast Water District (MCWD) called Ord Village Lift Station (OVLS) is located on the west side of Highway 1 within the Fort Ord Dunes State Park. The OVLS and associated sewer force-main have exceeded their useful service life and required replacement. Since the areas served by the OVLS are within the City of Seaside on the east side of Highway 1, MCWD created a project to relocate the OVLS to the same side of Highway 1. Based upon existing gravity infrastructure, a location adjacent to Monterey Road within an existing lot dedicated to storm water infiltration basins for the Seaside Highlands was selected. The project also relocated the existing sewer force-main into roadways and out of private property, such as the proposed Seaside Senior Living parcel. When the new OVLS and force-main project are completed, the former OVLS west of Highway 1 will be removed and the site was restored to its natural habitat.

On December 5, 2019, the City Council approved resolution 19-110 granting an easement to Marina Coast Water District for construction of the new lift station, associated access easement, and pipeline infrastructure. The new OVLS design was completed in December 2020, a contract for construction was awarded February 16, 2021, and pipeline work started in June of 2021. The lift station upgrade and associated

force main construction is expected to be complete next month and the old lift station west of Highway was demolished in the next couple months. During construction of the new lift station, the contractor, Monterey Peninsula Engineering (MPE) mistook the temporary construction limits as the final easement limits, and installed the lift station facility fence outside the permanent easement limits. They also cast the generator pad closer to the easement line than intended.

To complete the OVLS project, MCWD has requested a slightly larger easement area (an additional 215 sf) to fit both the generator pad and fence. MCWD will quitclaim (attachment 3) the originally granted lift station easement (attachment 2) if the City Council approves granting a new lift station easement (attachment 4) with the requested expanded area. The quitclaim of the original easement deed, recorded on January 24, 2020, and with Recorder's Series No. 2020004093, will be filed with the Monterey County Clerk- Recorder at the same time.

Staff recommends adopting a resolution authorizing the City Manager to execute a new easement deed in favor of MCWD in support of the OVLS lift station.

ENVIRONMENTAL COMPLIANCE

On November 18, 2019, the Marina Coast Water District (MCWD) adopted the Initial Study/Mitigated Negative Declaration (IS/MND) and Mitigation Monitoring and Reporting Program (MMRP) for the OVLS Project. On November 20, 2019, the MCWD submitted the Notice of Determination (State Clearing House Number 2019099050) for the project.

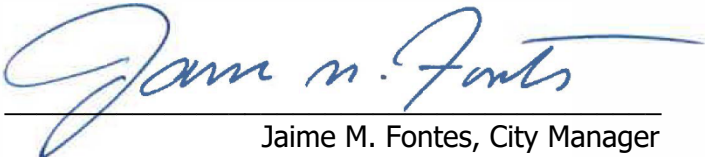
FISCAL IMPACT

There is no fiscal impact in approving the proposed easement.

ATTACHMENTS

1. Resolution
2. Ord Village Lift Station Easement (Recorder Series No. 2020004093)
3. Quitclaim of Ord Village Lift Station Easement
4. New OVLS Grant of Easement Deed

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**AUTHORIZING THE CITY MANAGER TO EXECUTE AN EASEMENT DEED ON
PUBLIC PROPERTY AT 630 MONTEREY ROAD WITH APN 031-051-023 TO
MARINA COAST WATER DISTRICT**

WHEREAS, the City of Seaside is the owner of that certain real property commonly known as the storm drain basins at Seaside Highlands in the City of Seaside, situated in the County of Monterey, State of California, currently identified as County of Monterey Assessor's Parcel Numbers (APN) 031-051-023 (the "Property"); and

WHEREAS, the Marina Coast Water District (MCWD) operates a sewer lift station west of Highway 1 within Fort Ord Dunes State Park that has exceeded its useful life; and

WHEREAS, on December 5, 2019, the City Council adopted Resolution 19-110 granting easements to MCWD for the construction of a replacement sewer lift station and associated appurtenances within the Property; and

WHEREAS, the Marina Coast Water District (MCWD) is almost complete with construction of the replacement sewer lift station to the east side of Highway 1 adjacent to Monterey Road within the Property (the "Project"); and

WHEREAS, the contractor, Monterey Peninsula Engineering (MPE) inadvertently installed the lift station facility fence outside the permanent easement limits and cast the generator pad closer to the easement line than intended; and

WHEREAS, MCWD has agreed to quitclaim the previously grant of easement deed by the City for the lift station and recorded with Monterey County (Recorder's Series No. 2020004093); and

WHEREAS, the City wishes to convey a revised easement for the lift station facility to the Project; and

NOW, THEREFORE BE IT RESOLVED that the City of Seaside authorizes the City Manager to execute an easement deed on the property with APN 031-051-023 to MCWD.

PASSED AND ADOPTED at a regular meeting of the City of Seaside duly held on the 1st day of September, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

2020004093

Stephen L. Vagnini
Monterey County Clerk-Recorder

01/24/2020 02:22 PM

Recorded at the request of:
MARINA COAST WATER DISTRICT

Titles: 1 Pages: 16

Fees: \$0.00
Taxes: \$0.00
AMT PAID: \$0.00



RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Marina Coast Water District
11 Reservation Road
Marina, California 93933
Attn: General Manager

The undersigned grantor declares:

(Space Above For Recorder's Use)

Documentary Transfer Tax exempt
Pursuant to Section 11932 of the
Revenue and Taxation Code

TRANSFER TO A PUBLIC ENTITY

GRANT OF EASEMENTS

This Grant of Easements, dated this 5th day of December, 2019, is made by City of Seaside, a California Municipal Corporation, ("Grantor") in favor of Marina Coast Water District, a county water district and political subdivision of the State of California ("Grantee").

A. Pursuant to Section 2859 of Public Law 104-106, the United States of America ("Government") conveyed to the City of Seaside ("Seaside") the property that is the subject of this Easement ("Property") by Quitclaim Deed ("Government Deed"), reserving to the Government certain exclusions, restrictions, stipulations and covenants, and burdening Seaside with certain obligations, said deed duly recorded on July 25, 2002 in the County of Monterey, Office of the County Recorder, as Document No. 2002068592;

B. Seaside conveyed to K&B Bakewell Seaside Venture, LLC, its interest in the Property by quitclaim deed, reserving to the Government and Seaside certain exclusions, restrictions, stipulations and covenants, and burdening Grantor with certain obligations, said deed duly recorded on July 2, 2002 in the County of Monterey, Office of the County Recorder, as Document No. 2002068594;

C. K&B Bakewell Seaside Venture, LLC, dedicated Parcel B of the Property to Seaside on the map entitled "Tract 1396 – Seaside Highlands Phase 1" filed for record August 22, 2003 in Volume 22 of Cities and Towns at Page 33 in the County of Monterey, Office of the County Recorder;

D. Grantee desires to receive an easement over said land and Grantor has agreed to grant to Grantee such easement as hereinafter set forth.

NOW, THEREFORE, for valuable consideration, Grantor hereby grants and conveys to Grantee, its successors and assigns, a non-exclusive easement for the purposes of installation, inspection, replacement, maintenance and removal of a sanitary sewer lift station (the "Utility") on, over, under, across and along that Property located in the County of Monterey, State of California, as more particularly described on Exhibit A attached hereto (the "Easement Property").

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Marina Coast Water District
11 Reservation Road
Marina, California 93933
Attn: General Manager

The undersigned grantor declares:

(Space Above For Recorder's Use)

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Grantee hereby agrees that utility structures or improvements shall be constructed in such a manner as to limit the potential visual impacts by incorporating and maintaining landscaping and other appropriate structures, such as fencing, as may be directed by the Grantor.

Grantor hereby agrees that no permanent structures or improvements shall be built by Grantor on the Easement Property.

Grantee shall indemnify, defend and hold the Grantor harmless from any and all claims, damage or expense arising out of the actions or omissions of the Grantee, its agents and employees with respect to the installation, operation, maintenance, repair or removal of the Utility described above.

Grantor agrees for itself and its heirs and assigns that the Utility on the Easement Property shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said Utilities and shall have free access to said Utility and every part thereof, at all times for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said Easement Property, Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical.

In its transfer of the Property to Seaside, the Government provided certain information regarding the environmental condition of the Property. That same information was provided by FORA in its conveyance to Grantor. Pursuant to the Government Deed, Grantor is required to provide to any grantee of an interest in the Property the environmental protection provisions contained in the Government Deed. The Grantor has no knowledge regarding the accuracy or adequacy of such information.

The italicized information below is copied verbatim (except as discussed below) from the FORA deed conveying the Property to the Grantor. The Grantee hereby acknowledges and assumes all responsibilities with regard to the Property placed upon the Grantor under the terms of the aforesaid Government deed to Grantor and Grantor grants to Grantee all benefits with regard to the Property under the terms of the aforesaid Government Deed. Within the italicized information only, the term "Grantor" shall mean the Government, and the term "Grantee" shall mean the City of Seaside; to avoid confusion, the words "the Government" have been added in parenthesis after the word "Grantor", and "Seaside" has been added in parenthesis after the word "Grantee".

III. EXCLUSIONS AND RESERVATIONS:

This conveyance is made subject to the following EXCLUSIONS and RESERVATIONS:

A. *All water allocations derived from the Salinas aquifer shall remain with the GRANTOR ("the Government") consistent with the Agreement. With regard to the ultimate disposition of any water and water allocation rights, the GRANTOR ("the Government") shall cooperate with the GRANTEE ("Seaside"), other grantees of former Fort Ord property, the Monterey County Water Resources Agency (MCWRA), the Marina Coast Water District (MCWD), and the Fort Ord Reuse Authority (FORA) in seeking to ensure that GRANTEE ("Seaside") and its successors and assigns, will continue to be provided an equitable supply of the water at the former Fort Ord.*

B. *With regard to the ultimate disposition of any rights or interests the GRANTOR ("the Government") has in wastewater discharge rights provided by the Monterey Regional Water Pollution Control Agency (MRWPCA), the GRANTOR ("the Government") shall cooperate with GRANTEE ("Seaside") in accordance with the Agreement, other grantees of property at Ford Ord, the MRWPCA, the MCWD, and FORA in seeking to ensure that GRANTEE ("Seaside") and all other Fort Ord grantees will continue to enjoy equitable utilization of the existing sewerage treatment capacity, including existing connections to the Ford Ord sewerage collection system.*

C. *The GRANTOR ("the Government") retains ownership to all Government-owned main trunk sewer and water utility distribution systems traversing the Property to serve other portions of the former Ft. Ord.*

D. *The GRANTOR ("the Government") reserves assignable nonexclusive easements and right-of-way, 15 feet in width, in, on, over and across the Property and centered on the existing utility distribution systems owned and retain by GRANTOR ("the Government") at the time of this conveyance and located on the Property. Said easements and rights-of-way shall be for the purpose of locating, construction, operating, maintaining, altering, repairing and patrolling utility systems together with the right to trim, cut, fell and remove therefrom, consistent with the Installation-Wide Multispecies Habitat Management Plan and applicable law governing protection of endangered species, all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the easements and right-of-way; reserving, however, to GRANTEE ("Seaside") and its successors and assigns, the right to relocate the main trunk sewer and water utility distribution systems and such easements and rights-of-way at the expense of GRANTEE ("Seaside") and its successors and assigns; and reserving the right to the GRANTEE ("Seaside") to use and cross such easements and rights-of-way; however, such rights of GRANTEE ("Seaside") are subject to existing easements and rights of ways.*

E. *The Property is taken by the GRANTEE ("Seaside") subject to any and all valid and existing recorded outstanding liens, licenses, leases, easements, and any other encumbrances made for the purpose of roads, streets, utility systems, rights-of-way, pipelines, and/or covenants, exceptions, interests, liens, reservations, and agreements of record.*

F. *The GRANTOR ("the Government") reserves a perpetual unassignable right to enter the Property for the specific purpose of treating or removing any unexploded shells, mines, bombs, or other such devices deposited or caused by the GRANTOR ("the Government").*

G. *Access to USA Media Group, LLC, or its successor in interest, TV cable lines is reserved until expiration for its existing franchise agreement, November 19, 2005.*

H. *The reserved rights and easements set forth in this Section are subject to the following terms and conditions:*

1. *to comply with all applicable federal law and lawful existing regulations;*
2. *to allow the occupancy and use by the GRANTEE ("Seaside") its successors, assigns, permittees, or lessees of any part of the easement areas not actually occupied or required for the purpose of the full and safe utilization thereof by the GRANTOR ("the Government"), so long as such occupancy and use does not compromise the ability of the GRANTOR ("the Government") to use the easements for their intended purposes, as set forth herein;*
3. *that the easements granted shall be for the specific use described and may not be construed to include the further right to authorize any other use within the easements unless approved in writing by the fee holder of the land subject to the easement;*

4. *that any transfer of the easements by assignment, lease, operating agreement, or otherwise must include language that the transferee agrees to comply with and be bound by the terms and conditions of the original grant;*

5. *that, unless otherwise provided, no reservation or interest granted shall give the GRANTOR ("the Government") any right to remove any material, earth, or stone for consideration or other purpose except as necessary in exercising its rights hereunder; and*

6. *to restore any easement area so far as it is reasonably possible to do so upon abandonment or release of any easement as provided herein, unless this requirement is waived in writing by the GRANTEE ("Seaside");*

I. *GRANTOR ("the Government") reserves mineral rights that GRANTOR ("the Government") owns presently or may at a future date be determined to own, below 500 feet below the surface, with the right of surface entry in a manner that does not unreasonably interfere with GRANTEE's ("Seaside") development and quiet enjoyment of the Properties.*

IV. *TO HAVE AND TO HOLD the Property unto the GRANTEE ("Seaside") and its successors and assigns forever, provided that this Deed is made and accepted upon each of the following notices, covenants, restrictions, and conditions which shall be binding upon and enforceable against the GRANTEE ("Seaside"), its successors and assigns, in perpetuity, as follows:*

V. *"AS IS, WHERE IS"*

The Parcel 1 Hayes Housing Property is conveyed in an "As Is, Where Is" condition without any representation, warranty or guarantee, except as required pursuant to applicable law or as otherwise stated in the Agreement or herein, by the GRANTEE ("Seaside") as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for allowance or deduction upon such grounds will be considered. There is no obligation on the part of the GRANTOR ("the Government") to make any alterations, repairs, or additions, and said GRANTOR ("the Government") shall not be liable for any latent or patent defects in the Property. This section shall not affect the GRANTOR's ("the Government") responsibility under CERCLA or Section VI herein.

VI. *FEDERAL FACILITIES AGREEMENT (FFA)*

By accepting this Deed, the GRANTEE ("Seaside") acknowledges that the GRANTEE ("Seaside") has read the Federal Facilities Agreement ("FFA"), and recognizes that, should any conflict arise between the terms of the FFA and the terms of this Deed, the FFA will take precedence. Notwithstanding any other provisions of this conveyance, the GRANTOR ("the Government") assumes no liability to the GRANTEE ("Seaside") should implementation of the FFA interfere with the GRANTEE's ("Seaside") use of the Property. GRANTOR ("the Government") shall give GRANTEE ("Seaside") reasonable notice of its actions required by the FFA and GRANTOR ("the Government") shall, consistent with the FFA, and at no additional cost to the GRANTOR ("the Government"), endeavor to minimize the disruption of the GRANTEE's ("Seaside"), its successors' and assigns' use of the Property. The GRANTEE ("Seaside") shall have no claim on account of any such interference against the GRANTOR ("the Government") or any officer, agent, employee, or contractor thereof.

VII. *CERCLA COVENANTS, NOTICE, AND ENVIRONMENTAL REMEDIATION*

A. *Pursuant to Section 120(h)(3) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. Section 9601 et seq. ("CERCLA"), the Finding of Suitability to Transfer ("FOST") documents are attached as Exhibit B to the Deed; an Environmental Baseline Survey ("EBS") is referenced in the FOST and sets forth the existing environmental condition of the Property. The FOST sets forth the basis for the GRANTOR's ("the Government") determination*

that the Property is suitable for transfer. The GRANTEE ("Seaside") is hereby made aware of the notifications contained in the EBS and the FOST. The GRANTOR ("the Government") represents that the Property is environmentally suitable for transfer to GRANTEE ("Seaside") for the purposes identified in the Final Fort Ord Base Reuse Plan dated December 12, 1994, as amended on June 13, 1997, as approved by the Fort Ord Reuse Authority. If, after conveyance of the Property to GRANTEE ("Seaside"), there is an actual or threatened release of a hazardous substance on the Property, or in the event that a hazardous substance is discovered on the Property after the date of the conveyance, whether or not such substance was set forth in the technical environmental reports, including the EBS, GRANTEE ("Seaside") or its successor or assigns shall be responsible for such release or newly discovered substance unless such release or such newly discovered substance was due to GRANTOR's ("the Government") activities, ownership, use, presence on, or occupation of the Property, or the activities of GRANTOR's ("the Government") contractors and/or agents. GRANTEE ("Seaside"), its successors and assigns, as consideration for the conveyance, agrees to release GRANTOR ("the Government") from any liability or responsibility for any claims arising out of or in any way predicated on release of any hazardous substance on the Property occurring after the conveyance, where such substance or product was placed on the property by GRANTEE ("Seaside"), or its agents or contractors, after the conveyance.

B. Based on the FOST, the Property has been assigned Department of Defense Environmental Condition Category I (areas where no release or disposal of hazardous substances or petroleum, products has occurred).

C. GRANTOR ("the Government") covenants that any additional remedial action due to the former activity on the Property by the GRANTOR ("the Government") found to be necessary after such date of transfer shall be performed by the United States unless the person or entity to whom the Property is transferred is a potentially responsible party under CERCLA with respect to the Property.

D. GRANTEE ("Seaside") covenants that the GRANTOR ("the Government"), its officers, agents, employees, contractors and subcontractors, in accordance with section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, reserves a right of access to any and all portions of the Property for purposes of environmental investigation, remediation, or other corrective actions found to be necessary after the date of the conveyance of the Property. The GRANTOR ("the Government") and the GRANTEE ("Seaside") agree to cooperate in good faith to minimize any conflict between necessary environmental investigation and remediation activities and GRANTEE's ("Seaside") or any Sublessee's operations. Any inspection, survey, investigation, or other response or remedial action will to the extent practicable, be coordinated with representatives designated by GRANTEE ("Seaside"). Pursuant to this reservation, the GRANTOR ("the Government") and its officers, agents, employees, contractors, subcontractors shall have the right (upon reasonable notice to the GRANTEE ("Seaside") or the then owner and any authorized occupant of the Property) to enter upon the Property, and perform surveys, drillings, test pitting, borings, data and/or record compilation, and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary under applicable authorities, including but not limited to installation of monitoring and extraction wells, and other treatment facility.

E. The GRANTOR ("the Government") covenants that upon completion of any removal or remediation action that removes the risk giving rise to any restriction on future use or any limitation of activities contained in a Deed or lease for the Property or in any other document relating to the Property, the GRANTOR ("the Government"), without any payment of funds by the United States, agrees to cooperate with the GRANTEE ("Seaside"), its successors or assigns, in any application, permit, easement or effort to obtain approval from appropriate Federal, state or local authorities for the purpose of removing any such restriction or limitation, which the GRANTEE ("Seaside"), its successors or assigns, shall seek to remove or eliminate.

F. The GRANTOR ("the Government") recognizes its obligation to hold harmless, defend, and indemnify the GRANTEE ("Seaside") and any successor, assignee, transferee, lender, or lessee of the GRANTEE ("Seaside"), or its successors and assigns, as required by Section 330 of the National

Defense Authorization Act of 1993, as amended (Pub. L. No. 102-484), and to otherwise meet its obligations under Federal law.

VII. NOTICE OF THE PRESENCE OF ASBESTOS

A. *The GRANTEE ("Seaside") is hereby informed and does acknowledge that friable and nonfriable asbestos or asbestos-containing material ("ACM") have been found on the Property, as described more fully in the Final EBS, associated Asbestos Survey Reports of the Former Fort Ord and the attached FOST for the Property (Exhibit "B"). To the best of GRANTOR's ("the Government") knowledge, the ACM on the Property does not currently pose a threat to human health or the environment.*

B. *The GRANTEE ("Seaside") covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos; and that the GRANTOR ("the Government") assumes no liability for future remediation of asbestos or damages for personal injury, illness, disability, or death, to the GRANTEE ("Seaside"), its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property after the date of this Deed, whether the GRANTEE ("Seaside"), its successors or assigns have properly warned or failed to properly warn the individual(s) injured. The GRANTEE ("Seaside") assumes no liability for damages or remediation for personal injury, illness, disability, death or property damage arising from (i) any exposure to asbestos or ACM that resulted prior to the GRANTOR's ("the Government") conveyance of such portion of the Property to the GRANTEE ("Seaside") pursuant to this Deed or any leases entered into between the GRANTOR ("the Government") and GRANTEE ("Seaside"), or (ii) any disposal of asbestos or ACM prior to the GRANTOR's ("the Government") conveyance of the Property to the GRANTEE ("Seaside").*

C. *The GRANTEE ("Seaside") acknowledges that it has had the opportunity to inspect the Property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The failure of the GRANTEE ("Seaside") to inspect or be fully informed as to the asbestos condition of all or any portion of the Property will not constitute grounds for any claim or demand against the United States.*

D. *The GRANTEE ("Seaside"), its successors and assigns are hereby informed that unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration ("OSHA") and the EPA regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.*

E. *The GRANTEE ("Seaside") further agrees to indemnify and hold harmless the GRANTOR ("the Government"), its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of or in any manner predicated upon, exposure to asbestos on any portion of the Parcel 1 Hayes Housing Property after this conveyance of the Parcel 1 Hayes Housing Property to the GRANTEE ("Seaside") or any future remediation or abatement of asbestos or the need therefor. The GRANTEE's ("Seaside") obligation hereunder shall apply whenever the United States incurs costs or liabilities for actions giving rise to liability under this section.*

IX. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT

A. *The GRANTEE ("Seaside") and its successors and assigns are hereby informed and acknowledge that buildings on the Property, constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. GRANTEE ("Seaside"), its successors and assigns are hereby informed that*

lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. "Residential Real Property" means dwelling units, common areas, building exterior surfaces, and any surrounding land, including outbuildings, fences and play equipment affixed to the land, available for use by residents but not including land used for agricultural, commercial, industrial, or other non-residential purposes, and not including paint on the pavement of parking lots, garages, or roadways and buildings visited regularly by the same child, six years of age or under, on at least two different days within any week, including day-care centers, preschools and kindergarten classrooms.

B. Available information concerning known lead-based paint and/or lead-based paint hazards, the location of lead-based paint or lead-based paint hazards, and the condition of painted surfaces is contained in the Environmental Baseline Survey and (for residential properties) the lead based paint risk assessment, which have been provided to the GRANTEE ("Seaside"). Additionally, the federally approved pamphlet on lead poisoning prevention and the FOST have been provided to the GRANTEE ("Seaside"). The GRANTEE ("Seaside") hereby acknowledges receipt of all of the information described in this Paragraph.

C. The GRANTEE ("Seaside"), its successors and assigns, covenants and agrees that they shall not permit the occupancy or use of any buildings or structures located on the Property, which were constructed or rehabilitated prior to 1978, as residential property without complying with this Paragraph IX NOTICE OF THE PRESENCE OF LEAD-BASED PAINT and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards.

D. The GRANTEE ("Seaside") covenants that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Property without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of Residential Real Property, if required by law or regulation, the GRANTEE ("Seaside"), its successors and assigns, at its sole expense, will: (i) inspect for the presence of lead-based paint and/or lead-based paint hazards; (ii) abate and eliminate lead-based paint hazards in accordance with all applicable laws and regulations, and (iii) comply with all applicable notice and disclosure requirements under applicable federal and state law. The GRANTEE ("Seaside") agrees to be responsible for all remediation of lead-based paint or lead-based paint hazards found to be necessary on the Property after the conveyance to the GRANTEE ("Seaside").

E. The GRANTOR ("the Government") assumes no liability for remediation or damages for personal injury, illness, disability, or death, to the GRANTEE ("Seaside"), its successors and assigns, sublessees or to any other person, including members of the general public, arising from or incident to lead-based paint located on the Property. The GRANTEE ("Seaside") further agrees to indemnify and hold harmless the GRANTOR ("the Government"), its officers, agents and employees, from and against all suits, claims, demands, or actions, liabilities, judgments, costs and attorneys' fees arising out of or in a manner predicated upon remediation, personal injury, death or property damage resulting from, related to, caused by or arising out of lead-based paint on the Property. The GRANTEE's ("Seaside") obligation hereunder shall apply whenever the United States of America incurs costs or liabilities for actions giving rise to liability under this section. However, the GRANTEE ("Seaside") assumes no liability or obligation to indemnify for (i) remediation or damages for personal injury, illness, disability or death suffered or incurred by the GRANTOR ("the Government"), its officers, agents, and employees or by any other person, including members of the general public, arising from any exposure of any person to lead-based paint on any portion of the Property occurring prior to the date of conveyance of such

portion of the Property to GRANTEE ("Seaside"), or (ii) any failure of the GRANTOR ("the Government") to comply with any legal requirements applicable to lead-based paint conditions on any portion of the Property prior to the GRANTOR's ("the Government") conveyance of such portion of the Property to the GRANTEE ("Seaside") pursuant to the Agreement, or (iii) any lead-based paint or lead-based paint hazards which were located on the Property at any time prior to the date of the GRANTOR's ("the Government") transfer of the applicable portion of the Property but are no longer located thereon at the time of such lease or transfer, or (iv) any disposal, prior to the GRANTOR's ("the Government") transfer of the applicable portion of the Property but are no longer located thereon at the time of such lease or transfer, or (iv) any disposal, prior to the GRANTOR's ("the Government") transfer of the applicable portion of the Property, of any lead-based paint or material contaminated by lead-based paint.

F. The GRANTEE's ("Seaside") obligation hereunder shall apply whenever the United States of America incurs costs or liabilities for actions giving rise to liability under this section.

G. The covenants, restrictions, and requirements of this Paragraph shall be binder upon the GRANTEE ("Seaside"), its successors and assigns, and shall be deemed to run with the land.

X. NOTICE OF THE POTENTIAL FOR THE PRESENCE OF PESTICIDES AND COVENANT

A. The GRANTEE ("Seaside") is hereby informed that pesticides may be present on the Property, the presence of pesticides does not currently pose a threat to human health or the environment, and the use and application of any pesticide product by the GRANTOR ("the Government") was in accordance with its intended purpose, and in accordance with CERCLA § 107 (i), which states:

"No person (including the United States or any State or Indian tribe) may recover under the authority of this section for any response costs or damages resulting from the application of a pesticide product registered under the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. 136 et seq.). Nothing in this paragraph shall affect or modify in any way the obligations or liability of any person under any other provision of State or Federal law, including common law, for damages, injury, or loss resulting from a release of any hazardous substance or for removal or remedial action or the costs of removal or remedial action of such hazardous substance."

B. Pesticides used on the Property are listed in the attached FOST (Exhibit "B"). Upon request, the GRANTOR ("the Government") agrees to furnish to the GRANTEE ("Seaside") any and all records in its possession related to the use of the pesticides necessary for the continued compliance by the GRANTEE ("Seaside") with applicable laws and regulations related to the use of pesticides.

C. The GRANTEE ("Seaside") covenants and agrees that its continued possession, potential use and continued management of the Property, including any demolition of structures, will be in compliance with all applicable laws relating to hazardous substance/pesticides and hazardous wastes. However, the GRANTEE ("Seaside") assumes no liability for (i) remediation or damages for personal injury, illness, disability, or death suffered or incurred by the GRANTOR ("the Government"), its officers, agents and employees or any other person, including members of the general public, arising from any exposure of any person to Pesticides on any portion of the Property occurring prior to the date of conveyance of such portion of the Property to the GRANTEE ("Seaside") or (ii) any failure of GRANTOR ("the Government") to comply with any legal requirements applicable to Pesticides on any portion of the Property prior to the GRANTOR's ("the Government") conveyance of such portion of the Property to the GRANTEE ("Seaside") pursuant to the Agreement, or (iii) any Pesticides or Pesticide hazards which were located on the Property at any time prior to the dated of the GRANTOR's ("the Government") transfer of the applicable portion of the Property but are no longer located thereon at the time of such lease or transfer, or (iv) any disposal prior to the GRANTOR's ("the Government") transfer of the applicable portion of the Property, of any Pesticides or materials contaminated by Pesticides.

XI. POLYCHLORINATED BIPHENYLS ("PCBs")

A. The GRANTEE ("Seaside") is hereby informed that PCBs may be present in light fixtures ballasts found in buildings on the Property.

B. The GRANTOR ("the Government") shall assume no liability for remediation or damages for personal injury, illness or disability or death to the GRANTEE ("Seaside"), its successors or assigns, sublessees or to any other person, including members of the general public, arising from or incident to PCBs located on the Property. The GRANTEE ("Seaside") further agrees to indemnify and hold harmless the GRANTOR ("the Government"), its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of or in any manner predicated upon, remediation, personal injury, death or property damage resulting from, related to, caused by or arising out of PCBs on the Property. The GRANTEE's ("Seaside") obligation hereunder shall apply whenever the United States incurs costs or liabilities for actions giving rise to liability under this section. However, the GRANTEE ("Seaside") assumes no liability or obligation to indemnify for (i) remediation or damages for personal injury, illness, disability, or death suffered or incurred by the GRANTOR ("the Government"), its officers, agents and employees or any other person, including members of the general public, arising from any exposure of any person to PCB's on any portion of the Property occurring prior to the date of conveyance of such portion of the Property to the GRANTEE ("Seaside") or (ii) any failure of GRANTOR ("the Government") to comply with any legal requirements applicable to PCBs on any portion of the Property prior to the GRANTOR's ("the Government") conveyance of such portion of the Property to the GRANTEE ("Seaside") pursuant to the Agreement, or (iii) any PCBs or PCB hazards which were located on the Property at any time prior to the dated of the GRANTOR's ("the Government") transfer of the applicable portion of the Property but are no longer located thereon at the time of such lease or transfer, or (iv) any disposal prior to the GRANTOR's ("the Government") transfer of the applicable portion of the Property, of any PCBs or materials contaminated by PCBs.

C. The GRANTEE ("Seaside") covenants and agrees that its continued possession, potential use and continued management of the Property, including nay demolition of structures, will be in compliance with all applicable laws relating to hazardous materials/PCBs and hazardous wastes.

XII. ORDNANCE AND EXPLOSIVES (OE)

The former Fort Ord is a former military installation with a history of OE use and, therefore, there is potential for OE to be present on the Property. An archival search conducted during compilation of the Fort Ord Comprehensive Environmental Response Facilitation Act (CERFA) Report found no evidence of OE within the Property. In the event the GRANTEE ("Seaside"), its successors, and assigns, should discover any ordnance on the Property, it shall not attempt to remove or destroy it, but shall immediately notify the local Police Department and the Directorate of Law Enforcement at the Presidio of Monterey and competent GRANTOR ("the Government") or GRANTOR ("the Government") designated explosive ordnance personnel will be dispatched promptly to dispose of such ordnance at no expense to the GRANTEE ("Seaside"), whenever OE may be discovered.

XII. ENDANGERED SPECIES

The GRANTEE ("Seaside"), its assigns, or successors shall comply with the requirements, if any and if applicable, of the Installation-Wide Multispecies Habitat Management Plan ("HMP") for Former Fort Ord, California.

A. The Property is within Habitat Management Plan (HMP) Development Areas. No resource conservation requirements are associated with the HMP for these parcels. However, small pockets of habitat may be preserved within and around the Property.

B. The Biological Opinion identifies sensitive biological resources that may be salvaged for use in restoration activities within reserve areas, and allows for development of the Parcels.

C. The HMP does not exempt the GRANTEE ("Seaside") from complying with environmental regulations enforced by federal, state, or local agencies. These regulations could include obtaining the Endangered Species Act ("ESA") (16 U.S.C. §§ 1531-1544 et seq.) Section 7 or Section 10(a) permits from the U.S. Fish and Wildlife Service ("USFWS"); complying with prohibitions against take of listed animals under ESA Section 9, complying with prohibitions against the removal of listed plants occurring on federal lands or the destruction of listed plants in violation of any state laws; complying with measures for conservation of state-listed threatened and endangered species and other special-status species recognized by California Department of Fish and Game (DFG) under the California ESA, or California Environmental Quality Act (CEQA); and, complying with local land use regulations and restrictions.

D. The HMP serves as a management plan for both listed and candidate species, and is a prelisting agreement between the USFWS and the local jurisdiction for candidate species that may need to be listed because of circumstances occurring outside the area covered by the HMP.

E. Implementation of the HMP would be considered suitable mitigation for impacts to HMP species within HMP prevalent areas and would facilitate the USFWS procedures to authorize incidental take of these species by participating entities as required under ESA Section 10. No further mitigation will be required to allow development on the Property unless species other than the HMP target species are proposed for listing or are listed.

F. The HMP does not authorize incidental take of any species listed as threatened or endangered under the ESA by entities acquiring land at the former Fort Ord. The USFWS has recommended that all nonfederal entities acquiring land at former Fort Ord apply for ESA Section 10(a)(1)(B) incidental take permits for the species covered in the HMP. The definition of "take" under the ESA includes to harass, harm, hunt, shoot, wound, pursue, kill, trap, capture, or collect, or attempt to engage in any such conduct. Although the USFWS will not require further mitigation from entities that are in conformance with the HMP, those entities without incidental take authorization would be in violation of the ESA if any of their actions resulted in the take of a listed animal species. To apply for a Section 10(a)(1)(B) incidental take permit, an entity must submit an application form (Form 3-200), a complete description of the activity sought to be authorized, the common and scientific names of the species sought to be covered by the permit, and a conservation plan (50 CFR 17.22[b]).

G. The GRANTEE ("Seaside") acknowledges that it has signed the HMP dated April 1997, and will cooperate with adjacent property owners in implementing mitigation requirements identified in the HMP for adjacent sensitive habitat areas.

XIV. AIR NAVIGATION RESERVATION AND RESTRICTIONS

The Monterey Airport and the former Fritzsche Airfield now known as the Marina Municipal Airport are in close proximity of the Property. Accordingly, in coordination with the Federal Aviation Administration, the GRANTEE ("Seaside"), covenants and agrees, on behalf of itself, its successors and assigns and every successor in interest to the Property wherein described, or any part thereof that, when applicable, there will be no construction or alteration unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, Part 77, entitled, Objects Affecting Navigable Airspace, or under the authority of the Federal Aviation Act of 1968, as amended.

XV. ENFORCEMENT AND NOTICE REQUIREMENT

A. The provisions of this Deed benefit the governments of the United States of America, the State of California, acting on behalf of the public in general, the local governments, and the lands retained by the GRANTOR ("the Government") and, therefore, are enforceable, by resort to specific performance or legal process by the United States, the State of California, the local governments, and by

the GRANTEE ("Seaside"), and its successors and assigns. Enforcement of this Deed shall be at the discretion of the parties entitled to enforcement hereof, and any forbearance, delay or omission to exercise their rights under this Deed in the event of a breach of any term of this Deed, shall not be deemed to be a waiver by any such party of such term or of any subsequent breach of the same or any other terms, or of any of the rights of said parties under this Deed. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. The enforcement rights set forth in this deed against the GRANTEE ("Seaside"), or its successors and assigns, shall only apply with respect to the Property conveyed herein and held by such GRANTEE ("Seaside"), its successors or assigns, and only with respect to matters occurring during the period of time such GRANTEE ("Seaside"), its successors or assigns, owned or occupied such Property or any portion thereof.

B. The GRANTEE ("Seaside"), its successors or assigns, shall neither transfer the Property, nor any portion thereof nor grant any interest, privilege, or license whatsoever in connection with the Property without the inclusion, to the extent applicable to the Property or any portion thereof, of the environmental protection provisions contained in Paragraphs, Exclusions and Reservations, CERCLA Covenants, Notices and Environmental Remediation; Notice of the Presence of Asbestos, Notice of the Presence of Lead-Based Paint; Notice of the Potential for the Presence of Pesticides and Covenant, Polychlorinated Biphenyls (PCBs), Ordnance and Explosives; Endangered Species, Air Navigation Reservation and Restrictions, and Enforcement and Notice Requirement, and shall require the inclusion, to the extent applicable, of such environmental protection provisions in all further deeds, transfers, leases, or grant of any interest, privilege, or license.

C. The obligations imposed in this Paragraph upon the successors or assigns of GRANTEE ("Seaside") shall only extend to the property conveyed to any such successor or assign.

XVI. NOTICE OF NON-DISCRIMINATION

With respect to activities related to the Property, the GRANTEE ("Seaside") covenants for itself, its successors and assigns, that the GRANTEE ("Seaside"), and such successors and assigns, shall not discriminate upon the basis of race, color, religion, sex, age, handicap, or national origin in the use, occupancy, sale or lease of the Property, or in their employment practices conducted thereon in violation of the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. Section 2000d); the Age Discrimination Act of 1975 (42 U.S.C. Section 6102); and the Rehabilitation Act of 1973, as amended, (29 U.S.C. Section 794). The GRANTOR ("the Government") shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed, and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

[SIGNATURE ON IMMEDIATELY FOLLOWING PAGE]

Executed this 9th day of January, 2020.

GRANTOR:

City of Seaside,
a California Municipal Corporation

By: 

Name: CRAG MALIN

Title: CITY MANAGER

GRANTEE:

Marina Coast Water District

By: 

Name: Keith Van Der Maaten

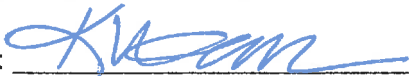
Title: General Manager

CERTIFICATE OF ACCEPTANCE
GOVERNMENT CODE SECTION 27281

This is to certify acceptance of the interests conveyed by the foregoing Grant of Easements from City of Seaside, a California Municipal Corporation, to the Marina Coast Water District, a county water district and political subdivision of the State of California ("MCWD") and consent by MCWD to recordation of this Grant of Easements by its duly authorized member, pursuant to the authorization and consent MCWD granted on December 16, 2019.

Dated this 16 day of January, 2020, at Marina, California.

MARINA COAST WATER DISTRICT
a county water district and political subdivision
of the State of California

By: 
Name: Keith Van Der Maaten
Title: General Manager

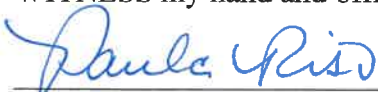
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

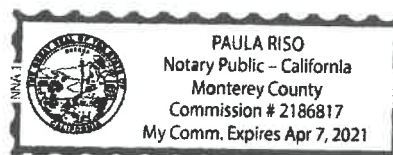
STATE OF CALIFORNIA)
) ss.
COUNTY OF MONTEREY)

On January 16, 2020, before me, Paula Riso, a Notary Public, personally appeared Keith Van Der Maaten, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of MARINA COAST WATER DISTRICT, a county water district and political subdivision of the State of California which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.


Notary Public in and for said State



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of

Monterey

On

January 9 2020

Date

before me,

Dominique L. Jones, Notary

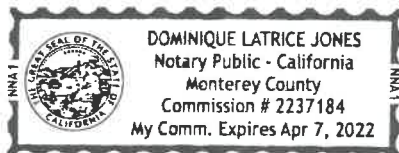
Here Insert Name and Title of the Officer

personally appeared

Craig Malin, City Manager

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature

Dominique L. Jones

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document:

Grant of Easement - Lift Station (2 of 2 copies)

Document Date:

Number of Pages:

12

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

Craig Malin

Signer's Name:

☒ Corporate Officer – Title(s):

City Manager

☐ Corporate Officer – Title(s):

☐ Partner – ☐ Limited ☐ General

☐ Attorney in Fact

☐ Partner – ☐ Limited ☐ General

☐ Attorney in Fact

☐ Individual

☐ Guardian of Conservator

☐ Individual

☐ Guardian of Conservator

☐ Trustee

☐ Other:

☐ Trustee

☐ Other:

Signer is Representing:

City of Seaside

Signer is Representing:

EXHIBIT 'A'

LEGAL DESCRIPTION OF AN EASEMENT FOR A SANITARY SEWER LIFT STATION

Certain real property in the City of Seaside, County of Monterey, State of California, being a portion of Parcel B as shown on the map entitled "Tract 1396 – Seaside Highlands Phase 1" filed for record August 22, 2003 in Volume 22 of Cities and Towns at Page 33 in the office of the County Recorder of said county, described as follows:

Beginning at a point within said Parcel B that bears South 65°55'12" East, 14.86 feet from the southwesterly terminus of the curve labeled as C20 on the northwesterly boundary of said Parcel B, as said curve is annotated on Sheet 13 of said map (being also on the southeasterly line of Monterey Road (Parcel 5) as shown on the map filed for record January 2, 2003 in Volume 26 of Surveys at Page 28, in the office of the County Recorder of said County); thence

- 1) North 53°30'00" East, 40.00 feet; thence
- 2) South 36°30'00" East, 40.00 feet; thence
- 3) South 53°30'00" West, 40.00 feet; thence
- 4) North 36°30'00" West, 40.00 feet, more or less, to the point of beginning

Containing 1,600 square feet, more or less.

As shown on the plat attached hereto and made a part hereof.

PREPARED BY:
WHITSON ENGINEERS



RICHARD P. WEBER, LS
L.S. No. 8002

10/29/19
DATE

JOB. No. 3675.03



STATE ROUTE 1

MONTEREY ROAD
(PARCEL 5, VOL. 26 SUR. PG. 28)

CENTERLINE OF 30'-WIDE
GAS LINE EASEMENT
PER REEL 810, PAGE 669

PARCEL B
VOL. 22 C&T PG. 33

SW TERMINUS OF COURSE #20
SHEET 13, 22 C&T 33

POINT OF
BEGINNING

DESCRIBED EASEMENT AREA
±1,600 S.F.

S65°55'12"E
14.86 (TIE)

N53°30'00"E
40.00'

S36°30'00"E
40.00'

N36°30'00"W
40.00'

S53°30'00"W
40.00'

PROPOSED ACCESS EASEMENT
TO BE DESCRIBED SEPARATELY

CENTERLINE OF PROPOSED 20'-WIDE
UTILITY EASEMENT TO BE DESCRIBED
SEPARATELY

CENTERLINE OF 15'-WIDE
SANITARY SEWER EASEMENT
PER VOL. 22 C&T PG. 33

N26°08'45"E
(BASIS OF BEARINGS)



30 0 30
SCALE: 1" = 30'

PLAT TO ACCOMPANY DESCRIPTION

OF AN EASEMENT FOR A SANITARY SEWER LIFT STATION
(A PORTION OF PARCEL B, VOLUME 22 CITIES & TOWNS, PAGE 33)

CITY OF SEASIDE, CALIFORNIA
OCTOBER 28, 2019



Civil Engineering +
Land Surveying
6 Harris Court,
Monterey, California
831.649.5225
whitsonengineers.com

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Seaside
440 Harcourt Avenue
Seaside, California 93955
Attn: City Manager

The undersigned grantor declares:

(Space Above For Recorder's Use)

Documentary Transfer Tax exempt
Pursuant to Section 11932 of the
Revenue and Taxation Code
Transfer to a Public Entity

QUITCLAIM DEED

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the undersigned does hereby REMISE, RELEASE AND FOREVER QUITCLAIM, to the CITY OF SEASIDE, a California Municipal Corporation, the following:

All of undersigned's right, title and interest in that certain Grant of Easements executed by and between the City of Seaside, as Grantor, and the undersigned, as grantee, recorded January 24, 2020, as Recorder's Series No. 2020004093, Official Records.

[SIGNATURE ON IMMEDIATELY FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has executed this Quitclaim Deed as of
_____, 2022.

MARINA COAST WATER DISTRICT,
a county water district and political
subdivision of the State of California

By: _____
Name: Remleh Scherzinger
Title: General Manager

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

State of California)

)

County of Monterey)

On _____, before me, Paula Riso, a Notary Public, personally appeared Remleh Scherzinger, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of MARINA COAST WATER DISTRICT, a county water district and political subdivision of the State of California which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

Notary Public in and for said State

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Marina Coast Water District
11 Reservation Road
Marina, California 93933
Attn: General Manager

The undersigned grantor declares:

(Space Above For Recorder's Use)

Documentary Transfer Tax exempt
Pursuant to Section 11932 of the
Revenue and Taxation Code
Transfer to a Public Entity

GRANT OF EASEMENTS

This Grant of Easements, dated this _____ day of _____, 20____, is made by City of Seaside, a California Municipal Corporation, ("**Grantor**") in favor of Marina Coast Water District, a county water district and political subdivision of the State of California ("**Grantee**").

A. Pursuant to Section 2859 of Public Law 104-106, the United States of America ("Government") conveyed to the City of Seaside ("Seaside") the property that is the subject of this Easement ("Property") by Quitclaim Deed ("Government Deed"), reserving to the Government certain exclusions, restrictions, stipulations and covenants, and burdening Seaside with certain obligations, said deed duly recorded on July 25, 2002 in the County of Monterey, Office of the County Recorder, as Document No. 2002068592;

B. Seaside conveyed to K&B Bakewell Seaside Venture, LLC, its interest in the Property by quitclaim deed, reserving to the Government and Seaside certain exclusions, restrictions, stipulations and covenants, and burdening Grantor with certain obligations, said deed duly recorded on July 2, 2002 in the County of Monterey, Office of the County Recorder, as Document No. 2002068594;

C. K&B Bakewell Seaside Venture, LLC, dedicated Parcel B of the Property to Seaside on the map entitled "Tract 1396 – Seaside Highlands Phase 1" filed for record August 22, 2003 in Volume 22 of Cities and Towns at Page 33 in the County of Monterey, Office of the County Recorder;

D. Grantee desires to receive an easement over said land and Grantor has agreed to grant to Grantee such easement as hereinafter set forth.

NOW, THEREFORE, for valuable consideration, Grantor hereby grants and conveys to Grantee, its successors and assigns, a non-exclusive easement for the purposes of installation, inspection, replacement, maintenance and removal of a sanitary sewer lift station (the "Utility") on, over, under, across and along that Property located in the County of Monterey, State of California, as more particularly described on Exhibit A attached hereto (the "Easement Property").

Grantee hereby agrees that utility structures or improvements shall be constructed in such a manner as to limit the potential visual impacts by incorporating and maintaining landscaping and other appropriate structures, such as fencing, as may be directed by the Grantor.

Grantor hereby agrees that no permanent structures or improvements shall be built on the Easement Property.

Grantee shall indemnify, defend and hold the Grantor harmless from any and all claims, damage or expense arising out of the actions or omissions of the Grantee, its agents and employees with respect to the installation, operation, maintenance, repair or removal of the Utility described above.

Grantor agrees for itself and its heirs and assigns that the Utility on the Easement Property shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said Utilities and shall have free access to said Utility and every part thereof, at all times for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said Easement Property, Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical.

In its transfer of the Property to Seaside, the Government provided certain information regarding the environmental condition of the Property. That same information was provided by FORA in its conveyance to Grantor. Pursuant to the Government Deed, Grantor is required to provide to any grantee of an interest in the Property the environmental protection provisions contained in the Government Deed. The Grantor has no knowledge regarding the accuracy or adequacy of such information.

The italicized information below is copied verbatim (except as discussed below) from the FORA deed conveying the Property to the Grantor. The Grantee hereby acknowledges and assumes all responsibilities with regard to the Property placed upon the Grantor under the terms of the aforesaid Government deed to Grantor and Grantor grants to Grantee all benefits with regard to the Property under the terms of the aforesaid Government Deed. Within the italicized information only, the term "Grantor" shall mean the Government, and the term "Grantee" shall mean the City of Seaside; to avoid confusion, the words "the Government" have been added in parenthesis after the word "Grantor", and "Seaside" has been added in parenthesis after the word "Grantee".

III. EXCLUSIONS AND RESERVATIONS:

This conveyance is made subject to the following EXCLUSIONS and RESERVATIONS:

A. All water allocations derived from the Salinas aquifer shall remain with the GRANTOR ("the Government") consistent with the Agreement. With regard to the ultimate disposition of any water and water allocation rights, the GRANTOR ("the Government") shall cooperate with the GRANTEE ("Seaside"), other grantees of former Fort Ord property, the Monterey County Water Resources Agency (MCWRA), the Marina Coast Water District (MCWD), and the Fort Ord Reuse Authority (FORA) in seeking to ensure that GRANTEE ("Seaside") and its successors and assigns, will continue to be provided an equitable supply of the water at the former Ford Ord.

B. *With regard to the ultimate disposition of any rights or interests the GRANTOR ("the Government") has in wastewater discharge rights provided by the Monterey Regional Water Pollution Control Agency (MRWPCA), the GRANTOR ("the Government") shall cooperate with GRANTEE ("Seaside") in accordance with the Agreement, other grantees of property at Ford Ord, the MRWPCA, the MCWD, and FORA in seeking to ensure that GRANTEE ("Seaside") and all other Fort Ord grantees will continue to enjoy equitable utilization of the existing sewerage treatment capacity, including existing connections to the Ford Ord sewerage collection system.*

C. *The GRANTOR ("the Government") retains ownership to all Government-owned main trunk sewer and water utility distribution systems traversing the Property to serve other portions of the former Ft. Ord.*

D. *The GRANTOR ("the Government") reserves assignable nonexclusive easements and right-of-way, 15 feet in width, in, on, over and across the Property and centered on the existing utility distribution systems owned and retain by GRANTOR ("the Government") at the time of this conveyance and located on the Property. Said easements and rights-of-way shall be for the purpose of locating, construction, operating, maintaining, altering, repairing and patrolling utility systems together with the right to trim, cut, fell and remove therefrom, consistent with the Installation-Wide Multispecies Habitat Management Plan and applicable law governing protection of endangered species, all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the easements and right-of-way; reserving, however, to GRANTEE ("Seaside") and its successors and assigns, the right to relocate the main trunk sewer and water utility distribution systems and such easements and rights-of-way at the expense of GRANTEE ("Seaside") and its successors and assigns; and reserving the right to the GRANTEE ("Seaside") to use and cross such easements and rights-of-way; however, such rights of GRANTEE ("Seaside") are subject to existing easements and rights of ways.*

E. *The Property is taken by the GRANTEE ("Seaside") subject to any and all valid and existing recorded outstanding liens, licenses, leases, easements, and any other encumbrances made for the purpose of roads, streets, utility systems, rights-of-way, pipelines, and/or covenants, exceptions, interests, liens, reservations, and agreements of record.*

F. *The GRANTOR ("the Government") reserves a perpetual unassignable right to enter the Property for the specific purpose of treating or removing any unexploded shells, mines, bombs, or other such devices deposited or caused by the GRANTOR ("the Government").*

G. *Access to USA Media Group, LLC, or its successor in interest, TV cable lines is reserved until expiration for its existing franchise agreement, November 19, 2005.*

H. *The reserved rights and easements set forth in this Section are subject to the following terms and conditions:*

1. *to comply with all applicable federal law and lawful existing regulations;*
2. *to allow the occupancy and use by the GRANTEE ("Seaside") its successors, assigns, permittees, or lessees of any part of the easement areas not actually occupied or required for the purpose of the full and safe utilization thereof by the GRANTOR ("the Government"), so long as such occupancy and use does not compromise the ability of the GRANTOR ("the Government") to use the easements for their intended purposes, as set forth herein;*
3. *that the easements granted shall be for the specific use described and may not be construed to include the further right to authorize any other use within the easements unless approved in writing by the fee holder of the land subject to the easement;*

4. *that any transfer of the easements by assignment, lease, operating agreement, or otherwise must include language that the transferee agrees to comply with and be bound by the terms and conditions of the original grant;*

5. *that, unless otherwise provided, no reservation or interest granted shall give the GRANTOR ("the Government") any right to remove any material, earth, or stone for consideration or other purpose except as necessary in exercising its rights hereunder; and*

6. *to restore any easement area so far as it is reasonably possible to do so upon abandonment or release of any easement as provided herein, unless this requirement is waived in writing by the GRANTEE ("Seaside");*

I. *GRANTOR ("the Government") reserves mineral rights that GRANTOR ("the Government") owns presently or may at a future date be determined to own, below 500 feet below the surface, with the right of surface entry in a manner that does not unreasonably interfere with GRANTEE's ("Seaside") development and quiet enjoyment of the Properties.*

IV. *TO HAVE AND TO HOLD the Property unto the GRANTEE ("Seaside") and its successors and assigns forever, provided that this Deed is made and accepted upon each of the following notices, covenants, restrictions, and conditions which shall be binding upon and enforceable against the GRANTEE ("Seaside"), its successors and assigns, in perpetuity, as follows:*

V. *"AS IS, WHERE IS"*

The Parcel 1 Hayes Housing Property is conveyed in an "As Is, Where Is" condition without any representation, warranty or guarantee, except as required pursuant to applicable law or as otherwise stated in the Agreement or herein, by the GRANTEE ("Seaside") as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for allowance or deduction upon such grounds will be considered. There is no obligation on the part of the GRANTOR ("the Government") to make any alterations, repairs, or additions, and said GRANTOR ("the Government") shall not be liable for any latent or patent defects in the Property. This section shall not affect the GRANTOR's ("the Government") responsibility under CERCLA or Section VI herein.

VI. *FEDERAL FACILITIES AGREEMENT (FFA)*

By accepting this Deed, the GRANTEE ("Seaside") acknowledges that the GRANTEE ("Seaside") has read the Federal Facilities Agreement ("FFA"), and recognizes that, should any conflict arise between the terms of the FFA and the terms of this Deed, the FFA will take precedence. Notwithstanding any other provisions of this conveyance, the GRANTOR ("the Government") assumes no liability to the GRANTEE ("Seaside") should implementation of the FFA interfere with the GRANTEE's ("Seaside") use of the Property. GRANTOR ("the Government") shall give GRANTEE ("Seaside") reasonable notice of its actions required by the FFA and GRANTOR ("the Government") shall, consistent with the FFA, and at no additional cost to the GRANTOR ("the Government"), endeavor to minimize the disruption of the GRANTEE's ("Seaside"), its successors' and assigns' use of the Property. The GRANTEE ("Seaside") shall have no claim on account of any such interference against the GRANTOR ("the Government") or any officer, agent, employee, or contractor thereof.

VII. *CERCLA COVENANTS, NOTICE, AND ENVIRONMENTAL REMEDIATION*

A. *Pursuant to Section 120(h)(3) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. Section 9601 et seq. ("CERCLA"), the Finding of Suitability to Transfer ("FOST") documents are attached as Exhibit B to the Deed; an Environmental Baseline Survey ("EBS") is referenced in the FOST and sets forth the existing environmental condition of the Property. The FOST sets forth the basis for the GRANTOR's ("the Government") determination*

that the Property is suitable for transfer. The GRANTEE ("Seaside") is hereby made aware of the notifications contained in the EBS and the FOST. The GRANTOR ("the Government") represents that the Property is environmentally suitable for transfer to GRANTEE ("Seaside") for the purposes identified in the Final Fort Ord Base Reuse Plan dated December 12, 1994, as amended on June 13, 1997, as approved by the Fort Ord Reuse Authority. If, after conveyance of the Property to GRANTEE ("Seaside"), there is an actual or threatened release of a hazardous substance on the Property, or in the event that a hazardous substance is discovered on the Property after the date of the conveyance, whether or not such substance was set forth in the technical environmental reports, including the EBS, GRANTEE ("Seaside") or its successor or assigns shall be responsible for such release or newly discovered substance unless such release or such newly discovered substance was due to GRANTOR's ("the Government") activities, ownership, use, presence on, or occupation of the Property, or the activities of GRANTOR's ("the Government") contractors and/or agents. GRANTEE ("Seaside"), its successors and assigns, as consideration for the conveyance, agrees to release GRANTOR ("the Government") from any liability or responsibility for any claims arising out of or in any way predicated on release of any hazardous substance on the Property occurring after the conveyance, where such substance or product was placed on the property by GRANTEE ("Seaside"), or its agents or contractors, after the conveyance.

B. Based on the FOST, the Property has been assigned Department of Defense Environmental Condition Category I (areas where no release or disposal of hazardous substances or petroleum, products has occurred).

C. GRANTOR ("the Government") covenants that any additional remedial action due to the former activity on the Property by the GRANTOR ("the Government") found to be necessary after such date of transfer shall be performed by the United States unless the person or entity to whom the Property is transferred is a potentially responsible party under CERCLA with respect to the Property.

D. GRANTEE ("Seaside") covenants that the GRANTOR ("the Government"), its officers, agents, employees, contractors and subcontractors, in accordance with section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, reserves a right of access to any and all portions of the Property for purposes of environmental investigation, remediation, or other corrective actions found to be necessary after the date of the conveyance of the Property. The GRANTOR ("the Government") and the GRANTEE ("Seaside") agree to cooperate in good faith to minimize any conflict between necessary environmental investigation and remediation activities and GRANTEE's ("Seaside") or any Sublessee's operations. Any inspection, survey, investigation, or other response or remedial action will to the extent practicable, be coordinated with representatives designated by GRANTEE ("Seaside"). Pursuant to this reservation, the GRANTOR ("the Government") and its officers, agents, employees, contractors, subcontractors shall have the right (upon reasonable notice to the GRANTEE ("Seaside") or the then owner and any authorized occupant of the Property) to enter upon the Property, and perform surveys, drillings, test pitting, borings, data and/or record compilation, and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary under applicable authorities, including but not limited to installation of monitoring and extraction wells, and other treatment facility.

E. The GRANTOR ("the Government") covenants that upon completion of any removal or remediation action that removes the risk giving rise to any restriction on future use or any limitation of activities contained in a Deed or lease for the Property or in any other document relating to the Property, the GRANTOR ("the Government"), without any payment of funds by the United States, agrees to cooperate with the GRANTEE ("Seaside"), its successors or assigns, in any application, permit, easement or effort to obtain approval from appropriate Federal, state or local authorities for the purpose of removing any such restriction or limitation, which the GRANTEE ("Seaside"), its successors or assigns, shall seek to remove or eliminate.

F. The GRANTOR ("the Government") recognizes its obligation to hold harmless, defend, and indemnify the GRANTEE ("Seaside") and any successor, assignee, transferee, lender, or lessee of the GRANTEE ("Seaside"), or its successors and assigns, as required by Section 330 of the National

Defense Authorization Act of 1993, as amended (Pub. L. No. 102-484), and to otherwise meet its obligations under Federal law.

VII. NOTICE OF THE PRESENCE OF ASBESTOS

A. The GRANTEE ("Seaside") is hereby informed and does acknowledge that friable and nonfriable asbestos or asbestos-containing material ("ACM") have been found on the Property, as described more fully in the Final EBS, associated Asbestos Survey Reports of the Former Fort Ord and the attached FOST for the Property (Exhibit "B"). To the best of GRANTOR's ("the Government") knowledge, the ACM on the Property does not currently pose a threat to human health or the environment.

B. The GRANTEE ("Seaside") covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos; and that the GRANTOR ("the Government") assumes no liability for future remediation of asbestos or damages for personal injury, illness, disability, or death, to the GRANTEE ("Seaside"), its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property after the date of this Deed, whether the GRANTEE ("Seaside"), its successors or assigns have properly warned or failed to properly warn the individual(s) injured. The GRANTEE ("Seaside") assumes no liability for damages or remediation for personal injury, illness, disability, death or property damage arising from (i) any exposure to asbestos or ACM that resulted prior to the GRANTOR's ("the Government") conveyance of such portion of the Property to the GRANTEE ("Seaside") pursuant to this Deed or any leases entered into between the GRANTOR ("the Government") and GRANTEE ("Seaside"), or (ii) any disposal of asbestos or ACM prior to the GRANTOR's ("the Government") conveyance of the Property to the GRANTEE ("Seaside").

C. The GRANTEE ("Seaside") acknowledges that it has had the opportunity to inspect the Property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The failure of the GRANTEE ("Seaside") to inspect or be fully informed as to the asbestos condition of all or any portion of the Property will not constitute grounds for any claim or demand against the United States.

D. The GRANTEE ("Seaside"), its successors and assigns are hereby informed that unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration ("OSHA") and the EPA regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

E. The GRANTEE ("Seaside") further agrees to indemnify and hold harmless the GRANTOR ("the Government"), its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of or in any manner predicated upon, exposure to asbestos on any portion of the Parcel 1 Hayes Housing Property after this conveyance of the Parcel 1 Hayes Housing Property to the GRANTEE ("Seaside") or any future remediation or abatement of asbestos or the need therefor. The GRANTEE's ("Seaside") obligation hereunder shall apply whenever the United States incurs costs or liabilities for actions giving rise to liability under this section.

IX. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT

A. The GRANTEE ("Seaside") and its successors and assigns are hereby informed and acknowledge that buildings on the Property, constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. GRANTEE ("Seaside"), its successors and assigns are hereby informed that

lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. "Residential Real Property" means dwelling units, common areas, building exterior surfaces, and any surrounding land, including outbuildings, fences and play equipment affixed to the land, available for use by residents but not including land used for agricultural, commercial, industrial, or other non-residential purposes, and not including paint on the pavement of parking lots, garages, or roadways and buildings visited regularly by the same child, six years of age or under, on at least two different days within any week, including day-care centers, preschools and kindergarten classrooms.

B. Available information concerning known lead-based paint and/or lead-based paint hazards, the location of lead-based paint or lead-based paint hazards, and the condition of painted surfaces is contained in the Environmental Baseline Survey and (for residential properties) the lead based paint risk assessment, which have been provided to the GRANTEE ("Seaside"). Additionally, the federally approved pamphlet on lead poisoning prevention and the FOST have been provided to the GRANTEE ("Seaside"). The GRANTEE ("Seaside") hereby acknowledges receipt of all of the information described in this Paragraph.

C. The GRANTEE ("Seaside"), its successors and assigns, covenants and agrees that they shall not permit the occupancy or use of any buildings or structures located on the Property, which were constructed or rehabilitated prior to 1978, as residential property without complying with this Paragraph IX NOTICE OF THE PRESENCE OF LEAD-BASED PAINT and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards.

D. The GRANTEE ("Seaside") covenants that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Property without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of Residential Real Property, if required by law or regulation, the GRANTEE ("Seaside"), its successors and assigns, at its sole expense, will: (i) inspect for the presence of lead-based paint and/or lead-based paint hazards; (ii) abate and eliminate lead-based paint hazards in accordance with all applicable laws and regulations, and (iii) comply with all applicable notice and disclosure requirements under applicable federal and state law. The GRANTEE ("Seaside") agrees to be responsible for all remediation of lead-based paint or lead-based paint hazards found to be necessary on the Property after the conveyance to the GRANTEE ("Seaside").

E. The GRANTOR ("the Government") assumes no liability for remediation or damages for personal injury, illness, disability, or death, to the GRANTEE ("Seaside"), its successors and assigns, sublessees or to any other person, including members of the general public, arising from or incident to lead-based paint located on the Property. The GRANTEE ("Seaside") further agrees to indemnify and hold harmless the GRANTOR ("the Government"), its officers, agents and employees, from and against all suits, claims, demands, or actions, liabilities, judgments, costs and attorneys' fees arising out of or in a manner predicated upon remediation, personal injury, death or property damage resulting from, related to, caused by or arising out of lead-based paint on the Property. The GRANTEE's ("Seaside") obligation hereunder shall apply whenever the United States of America incurs costs or liabilities for actions giving rise to liability under this section. However, the GRANTEE ("Seaside") assumes no liability or obligation to indemnify for (i) remediation or damages for personal injury, illness, disability or death suffered or incurred by the GRANTOR ("the Government"), its officers, agents, and employees or by any other person, including members of the general public, arising from any exposure of any person to lead-based paint on any portion of the Property occurring prior to the date of conveyance of such

portion of the Property to GRANTEE ("Seaside"), or (ii) any failure of the GRANTOR ("the Government") to comply with any legal requirements applicable to lead-based paint conditions on any portion of the Property prior to the GRANTOR's ("the Government") conveyance of such portion of the Property to the GRANTEE ("Seaside") pursuant to the Agreement, or (iii) any lead-based paint or lead-based paint hazards which were located on the Property at any time prior to the date of the GRANTOR's ("the Government") transfer of the applicable portion of the Property but are no longer located thereon at the time of such lease or transfer, or (iv) any disposal, prior to the GRANTOR's ("the Government") transfer of the applicable portion of the Property but are no longer located thereon at the time of such lease or transfer, or (iv) any disposal, prior to the GRANTOR's ("the Government") transfer of the applicable portion of the Property, of any lead-based paint or material contaminated by lead-based paint.

F. The GRANTEE's ("Seaside") obligation hereunder shall apply whenever the United States of America incurs costs or liabilities for actions giving rise to liability under this section.

G. The covenants, restrictions, and requirements of this Paragraph shall be binder upon the GRANTEE ("Seaside"), its successors and assigns, and shall be deemed to run with the land.

X. NOTICE OF THE POTENTIAL FOR THE PRESENCE OF PESTICIDES AND COVENANT

A. The GRANTEE ("Seaside") is hereby informed that pesticides may be present on the Property, the presence of pesticides does not currently pose a threat to human health or the environment, and the use and application of any pesticide product by the GRANTOR ("the Government") was in accordance with its intended purpose, and in accordance with CERCLA § 107 (i), which states:

"No person (including the United States or any State or Indian tribe) may recover under the authority of this section for any response costs or damages resulting from the application of a pesticide product registered under the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. 136 et seq.). Nothing in this paragraph shall affect or modify in any way the obligations or liability of any person under any other provision of State or Federal law, including common law, for damages, injury, or loss resulting from a release of any hazardous substance or for removal or remedial action or the costs of removal or remedial action of such hazardous substance."

B. Pesticides used on the Property are listed in the attached FOST (Exhibit "B"). Upon request, the GRANTOR ("the Government") agrees to furnish to the GRANTEE ("Seaside") any and all records in its possession related to the use of the pesticides necessary for the continued compliance by the GRANTEE ("Seaside") with applicable laws and regulations related to the use of pesticides.

C. The GRANTEE ("Seaside") covenants and agrees that its continued possession, potential use and continued management of the Property, including any demolition of structures, will be in compliance with all applicable laws relating to hazardous substance/pesticides and hazardous wastes. However, the GRANTEE ("Seaside") assumes no liability for (i) remediation or damages for personal injury, illness, disability, or death suffered or incurred by the GRANTOR ("the Government"), its officers, agents and employees or any other person, including members of the general public, arising from any exposure of any person to Pesticides on any portion of the Property occurring prior to the date of conveyance of such portion of the Property to the GRANTEE ("Seaside") or (ii) any failure of GRANTOR ("the Government") to comply with any legal requirements applicable to Pesticides on any portion of the Property prior to the GRANTOR's ("the Government") conveyance of such portion of the Property to the GRANTEE ("Seaside") pursuant to the Agreement, or (iii) any Pesticides or Pesticide hazards which were located on the Property at any time prior to the dated of the GRANTOR's ("the Government") transfer of the applicable portion of the Property but are no longer located thereon at the time of such lease or transfer, or (iv) any disposal prior to the GRANTOR's ("the Government") transfer of the applicable portion of the Property, of any Pesticides or materials contaminated by Pesticides.

XI. POLYCHLORINATED BIPHENYLS ("PCBs")

A. The GRANTEE ("Seaside") is hereby informed that PCBs may be present in light fixtures ballasts found in buildings on the Property.

B. The GRANTOR ("the Government") shall assume no liability for remediation or damages for personal injury, illness or disability or death to the GRANTEE ("Seaside"), its successors or assigns, sublessees or to any other person, including members of the general public, arising from or incident to PCBs located on the Property. The GRANTEE ("Seaside") further agrees to indemnify and hold harmless the GRANTOR ("the Government"), its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of or in any manner predicated upon, remediation, personal injury, death or property damage resulting from, related to, caused by or arising out of PCBs on the Property. The GRANTEE's ("Seaside") obligation hereunder shall apply whenever the United States incurs costs or liabilities for actions giving rise to liability under this section. However, the GRANTEE ("Seaside") assumes no liability or obligation to indemnify for (i) remediation or damages for personal injury, illness, disability, or death suffered or incurred by the GRANTOR ("the Government"), its officers, agents and employees or any other person, including members of the general public, arising from any exposure of any person to PCB's on any portion of the Property occurring prior to the date of conveyance of such portion of the Property to the GRANTEE ("Seaside") or (ii) any failure of GRANTOR ("the Government") to comply with any legal requirements applicable to PCBs on any portion of the Property prior to the GRANTOR's ("the Government") conveyance of such portion of the Property to the GRANTEE ("Seaside") pursuant to the Agreement, or (iii) any PCBs or PCB hazards which were located on the Property at any time prior to the dated of the GRANTOR's ("the Government") transfer of the applicable portion of the Property but are no longer located thereon at the time of such lease or transfer, or (iv) any disposal prior to the GRANTOR's ("the Government") transfer of the applicable portion of the Property, of any PCBs or materials contaminated by PCBs.

C. The GRANTEE ("Seaside") covenants and agrees that its continued possession, potential use and continued management of the Property, including nay demolition of structures, will be in compliance with all applicable laws relating to hazardous materials/PCBs and hazardous wastes.

XII. ORDNANCE AND EXPLOSIVES (OE)

The former Fort Ord is a former military installation with a history of OE use and, therefore, there is potential for OE to be present on the Property. An archival search conducted during compilation of the Fort Ord Comprehensive Environmental Response Facilitation Act (CERFA) Report found no evidence of OE within the Property. In the event the GRANTEE ("Seaside"), its successors, and assigns, should discover any ordnance on the Property, it shall not attempt to remove or destroy it, but shall immediately notify the local Police Department and the Directorate of Law Enforcement at the Presidio of Monterey and competent GRANTOR ("the Government") or GRANTOR ("the Government") designated explosive ordnance personnel will be dispatched promptly to dispose of such ordnance at no expense to the GRANTEE ("Seaside"), whenever OE may be discovered.

XII. ENDANGERED SPECIES

The GRANTEE ("Seaside"), its assigns, or successors shall comply with the requirements, if any and if applicable, of the Installation-Wide Multispecies Habitat Management Plan ("HMP") for Former Fort Ord, California.

A. The Property is within Habitat Management Plan (HMP) Development Areas. No resource conservation requirements are associated with the HMP for these parcels. However, small pockets of habitat may be preserved within and around the Property.

B. The Biological Opinion identifies sensitive biological resources that may be salvaged for use in restoration activities within reserve areas, and allows for development of the Parcels.

C. The HMP does not exempt the GRANTEE ("Seaside") from complying with environmental regulations enforced by federal, state, or local agencies. These regulations could include obtaining the Endangered Species Act ("ESA") (16 U.S.C. §§ 1531-1544 et seq.) Section 7 or Section 10(a) permits from the U.S. Fish and Wildlife Service ("USFWS"); complying with prohibitions against take of listed animals under ESA Section 9, complying with prohibitions against the removal of listed plants occurring on federal lands or the destruction of listed plants in violation of any state laws; complying with measures for conservation of state-listed threatened and endangered species and other special-status species recognized by California Department of Fish and Game (DFG) under the California ESA, or California Environmental Quality Act (CEQA); and, complying with local land use regulations and restrictions.

D. The HMP serves as a management plan for both listed and candidate species, and is a prelisting agreement between the USFWS and the local jurisdiction for candidate species that may need to be listed because of circumstances occurring outside the area covered by the HMP.

E. Implementation of the HMP would be considered suitable mitigation for impacts to HMP species within HMP prevalent areas and would facilitate the USFWS procedures to authorize incidental take of these species by participating entities as required under ESA Section 10. No further mitigation will be required to allow development on the Property unless species other than the HMP target species are proposed for listing or are listed.

F. The HMP does not authorize incidental take of any species listed as threatened or endangered under the ESA by entities acquiring land at the former Fort Ord. The USFWS has recommended that all nonfederal entities acquiring land at former Fort Ord apply for ESA Section 10(a)(1)(B) incidental take permits for the species covered in the HMP. The definition of "take" under the ESA includes to harass, harm, hunt, shoot, wound, pursue, kill, trap, capture, or collect, or attempt to engage in any such conduct. Although the USFWS will not require further mitigation from entities that are in conformance with the HMP, those entities without incidental take authorization would be in violation of the ESA if any of their actions resulted in the take of a listed animal species. To apply for a Section 10(a)(1)(B) incidental take permit, an entity must submit an application form (Form 3-200), a complete description of the activity sought to be authorized, the common and scientific names of the species sought to be covered by the permit, and a conservation plan (50 CFR 17.22[b]).

G. The GRANTEE ("Seaside") acknowledges that it has signed the HMP dated April 1997, and will cooperate with adjacent property owners in implementing mitigation requirements identified in the HMP for adjacent sensitive habitat areas.

XIV. AIR NAVIGATION RESERVATION AND RESTRICTIONS

The Monterey Airport and the former Fritzsche Airfield now known as the Marina Municipal Airport are in close proximity of the Property. Accordingly, in coordination with the Federal Aviation Administration, the GRANTEE ("Seaside"), covenants and agrees, on behalf of itself, its successors and assigns and every successor in interest to the Property wherein described, or any part thereof that, when applicable, there will be no construction or alteration unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, Part 77, entitled, Objects Affecting Navigable Airspace, or under the authority of the Federal Aviation Act of 1968, as amended.

XV. ENFORCEMENT AND NOTICE REQUIREMENT

A. The provisions of this Deed benefit the governments of the United States of America, the State of California, acting on behalf of the public in general, the local governments, and the lands retained by the GRANTOR ("the Government") and, therefore, are enforceable, by resort to specific performance or legal process by the United States, the State of California, the local governments, and by

the GRANTEE ("Seaside"), and its successors and assigns. Enforcement of this Deed shall be at the discretion of the parties entitled to enforcement hereof, and any forbearance, delay or omission to exercise their rights under this Deed in the event of a breach of any term of this Deed, shall not be deemed to be a waiver by any such party of such term or of any subsequent breach of the same or any other terms, or of any of the rights of said parties under this Deed. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. The enforcement rights set forth in this deed against the GRANTEE ("Seaside"), or its successors and assigns, shall only apply with respect to the Property conveyed herein and held by such GRANTEE ("Seaside"), its successors or assigns, and only with respect to matters occurring during the period of time such GRANTEE ("Seaside"), its successors or assigns, owned or occupied such Property or any portion thereof.

B. The GRANTEE ("Seaside"), its successors or assigns, shall neither transfer the Property, nor any portion thereof nor grant any interest, privilege, or license whatsoever in connection with the Property without the inclusion, to the extent applicable to the Property or any portion thereof, of the environmental protection provisions contained in Paragraphs, Exclusions and Reservations, CERCLA Covenants, Notices and Environmental Remediation; Notice of the Presence of Asbestos, Notice of the Presence of Lead-Based Paint; Notice of the Potential for the Presence of Pesticides and Covenant, Polychlorinated Biphenyls (PCBs), Ordnance and Explosives; Endangered Species, Air Navigation Reservation and Restrictions, and Enforcement and Notice Requirement, and shall require the inclusion, to the extent applicable, of such environmental protection provisions in all further deeds, transfers, leases, or grant of any interest, privilege, or license.

C. The obligations imposed in this Paragraph upon the successors or assigns of GRANTEE ("Seaside") shall only extend to the property conveyed to any such successor or assign.

XVI. NOTICE OF NON-DISCRIMINATION

With respect to activities related to the Property, the GRANTEE ("Seaside") covenants for itself, its successors and assigns, that the GRANTEE ("Seaside"), and such successors and assigns, shall not discriminate upon the basis of race, color, religion, sex, age, handicap, or national origin in the use, occupancy, sale or lease of the Property, or in their employment practices conducted thereon in violation of the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. Section 2000d); the Age Discrimination Act of 1975 (42 U.S.C. Section 6102); and the Rehabilitation Act of 1973, as amended, (29 U.S.C. Section 794). The GRANTOR ("the Government") shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed, and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

[SIGNATURE ON IMMEDIATELY FOLLOWING PAGE]

Executed this _____ day of _____, 20__.

GRANTOR:

City of Seaside,
a California Municipal Corporation

By: _____

Name: _____

Title: _____

GRANTEE:

Marina Coast Water District,

By: _____

Name: _____

Title: _____

CERTIFICATE OF ACCEPTANCE
GOVERNMENT CODE SECTION 27281

This is to certify acceptance of the interests conveyed by the foregoing Grant of Easements from City of Seaside, a California Municipal Corporation, to Marina Coast Water District, a county water district and political subdivision of the State of California ("MCWD") and consent by MCWD to recordation of this Grant of Easements by its duly authorized member, pursuant to the authorization and consent MCWD granted on _____.

Dated this ____ day of _____, 20 __, at Marina, California.

MARINA COAST WATER DISTRICT,
a county water district and political subdivision
of the State of California

By: _____

Name: Remleh Scherzinger

Title: General Manager

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

State of California)

)

County of Monterey)

On _____, before me, Paula Riso, a Notary Public, personally appeared Remleh Scherzinger, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of MARINA COAST WATER DISTRICT, a county water district and political subdivision of the State of California which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

Notary Public in and for said State

EXHIBIT ' A '

LEGAL DESCRIPTION OF AN EASEMENT FOR A SANITARY SEWER LIFT STATION

Certain real property in the City of Seaside, County of Monterey, State of California, being a portion of Parcel B as shown on the map entitled "Tract 1396 – Seaside Highlands Phase 1" filed for record August 22, 2003 in Volume 22 of Cities and Towns at Page 33 in the office of the County Recorder of said county, described as follows:

Beginning at a point within said Parcel B that bears South 65°55'12" East, 14.86 feet from the southwesterly terminus of the curve labeled as C20 on the northwesterly boundary of said Parcel B, as said curve is annotated on Sheet 13 of said map (being also on the southeasterly line of Monterey Road (Parcel 5) as shown on the map filed for record January 2, 2003 in Volume 26 of Surveys at Page 28, in the office of the County Recorder of said County); thence

- 1) North 50°30'00" East, 46.00 feet; thence
- 2) South 40°00'00" East, 25.96 feet; thence
- 3) South 53°30'00" West, 7.52 feet; thence
- 4) South 36°30'00" East, 16.50 feet; thence
- 5) South 53°30'00" West, 40.00 feet; thence
- 6) North 36°30'00" West, 40.00 feet, more or less, to the point of beginning

Containing 1,815 square feet, more or less.

As shown on the plat attached hereto and made a part hereof.

PREPARED BY:
WHITSON ENGINEERS



RICHARD P. WEBER, LS
L.S. No. 8002

6/20/2022

DATE

Job. No. 3675.03



STATE ROUTE 1

MONTEREY ROAD
(PARCEL 5, VOL. 26 SUR. PG. 28)

PARCEL B
VOL. 22 C&T PG. 33

CENTERLINE OF 30'-WIDE
GAS LINE EASEMENT
PER REEL 810, PAGE 669

SW TERMINUS OF COURSE #C20
SHEET 13, 22 C&T 33

POINT OF
BEGINNING

DESCRIBED EASEMENT AREA
±1,815 S.F.

S65°55'12"E
14.86 (TIE)

46.00'

N50°30'00"E

25.96'

S40°00'00"E

S53°30'00"W
7.52'

S36°30'00"E
16.50'

N36°30'00"W
40.00'

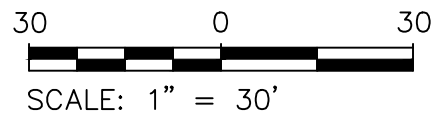
S53°30'00"W
40.00'

ACCESS EASEMENT
PER DOC. 2020004095

CENTERLINE OF 20'-WIDE
UTILITY EASEMENT PER
DOC. 2020004094

CENTERLINE OF 15'-WIDE
SANITARY SEWER EASEMENT
PER VOL. 22 C&T PG. 33

N26°08'45"E
(BASIS OF BEARINGS)



PLAT TO ACCOMPANY DESCRIPTION

OF AN EASEMENT FOR A SANITARY SEWER LIFT STATION
(A PORTION OF PARCEL B, VOLUME 22 CITIES & TOWNS, PAGE 33)

CITY OF SEASIDE, CALIFORNIA

JUNE 20, 2022



Civil Engineering +
Land Surveying
6 Harris Court,
Monterey, California
831.649.5225
whitsonengineers.com

FINDING OF SUITABILITY TO TRANSFER (FOST)
HAYES PARK PARCEL
FORMER FORT ORD, CALIFORNIA

On the authority delegated to me by the Deputy Assistant Secretary of the Army for Environment, Safety and Occupational Health (20 July 1995), and on the basis on the Community Environmental Response Facilitation Act (CERFA) Report for Fort Ord, I have determined that the Hayes Park Parcel at former Fort Ord, California (Property), is suitable for transfer to the City of Seaside for medium-density housing. The area to be assigned and transferred includes 365 buildings on approximately 100 acres (Plate 1).

A determination of the environmental conditions of the Property was made by the United States Army by reviewing existing environmental documents and making associated visual site inspections. The documents reviewed included the final CERFA Report (April 1994), U.S. EPA Region IX's concurrence to the CERFA Report (19 April 1994), and various remedial investigation/feasibility studies documents. The results of this document review indicate that the Property is environmentally suitable for transfer to the City of Seaside. The results are as follows:

- Three hundred sixty-five buildings are located on the Property. The buildings were previously the Hayes Park Family Housing area. It is the Army's understanding that the existing buildings will be demolished and replaced with townhouses by the City of Seaside.
- An asbestos survey conducted by the Army shows that all the buildings contain nonfriable asbestos containing material (ACM) in good condition. The Army does not intend to remove or repair the ACM in these structures.
- All of the buildings are suspected to contain lead-based paint (LBP) because they were constructed prior to 1978 (1952 and 1959).
- Soil testing for lead was conducted at five buildings of the Hayes Park Family Housing area with results ranging from less than 9.90 mg/kg to 36.0 mg/kg. These results are well below EPA recommendations (40 CFR 745; Proposed Rule) which considers concentrations below 400 ppm to be of no hazard. Since all buildings on this property are of similar construction and very likely followed a similar maintenance schedule, we assume these soil samples to be representative of all of Hayes Park.

- No elevated radon levels were detected on the Property during a 1990 survey or 1994 retesting.
- No radiological surveys have been conducted on the Property because the buildings were not used to store radiological materials.
- No releases of PCB-contaminated dielectric fluids on the Property have been reported.
- Ordnance and explosives (OE) archive search investigations identified no potential OE locations are within or adjacent to the Property.
- No underground or aboveground storage tanks or solid waste management units are present on the Property and no studies associated with them have been conducted by the Army for the Property.
- The final CERFA report identifies the Property as a CERFA with qualifiers parcel (125, 126, 130) because of the presence of ACM. The U.S. EPA concurred with the CERFA Report that the Property is considered to be "CERFA Uncontaminated."
- No groundwater monitoring wells are present on the Property.

National Environmental Policy Act (NEPA) requirements for this transfer were satisfied by the analysis conducted in the September 1996 Fort Ord Disposal and Reuse Supplemental Environmental Impact Statement (EIS), and the June 1993 Fort Ord Disposal and Reuse EIS.

Clean Air Act General Conformity Rule requirements for this transfer were satisfied by a Record of Non-Applicability based upon an exemption for property transfers where the proposed action is a transfer of ownership, interest and title in the land, facilities, and associated real and personal property.

On the basis of the above results, certain terms, conditions, reservations, restrictions, and notifications are required. Disclosure of conditions and use restrictions are described below and will be included in the deed.

NOTICE OF THE PRESENCE OF ASBESTOS.

A. The Grantee is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos-containing materials (ACM) has been found on the Property, as described in the environmental baseline

survey. The ACM on the Property does not currently pose a threat to human health or the environment. All friable asbestos that posed a risk to human health has either been removed or encapsulated.

B. The Grantee covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos; and that the Grantor assumes no liability for damages for personal injury, illness, disability, or death, to the Grantee, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property described in this transfer, whether the Grantee, its successors or assigns have properly warned or failed properly to warn the individual(s) injured.

NOTICE OF THE PRESENCE OF LEAD-CONTAINING PAINT

LEAD-BASED PAINT WARNING AND COVENANT:

Every purchaser of any interest in residential real property (target housing) on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses particular risk to pregnant women. The seller of any interest in target housing is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. "Target housing" means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

Available information concerning known lead-based paint and/or lead-based paint hazards, the location of lead-based paint and/or lead-based paint hazards, and the condition of painted surfaces is contained in the Community Environmental Response Facilitation Act (CERFA) Report for Fort Ord, Dated April 94 which has been provided to the Grantee, and the Finding of Suitability to Transfer. Additionally, the following reports pertaining to lead-based paint and/or lead-based paint hazards have been provided to the Grantee: McKinney Parcel A, Salvation Army Lead-Based Paint Assessment, June 21, 1996. The Grantee hereby acknowledges receipt of the information

described in this paragraph and the federally required lead-hazard pamphlet.

The Grantee acknowledges that it has received the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards as required by law or regulation.

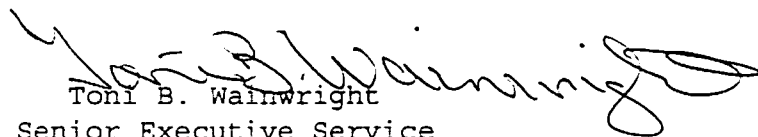
The Grantee and its successors and assigns shall not permit the occupancy of any target housing without first abating and eliminating lead-based paint hazards by treating any defective lead-based paint surface in accordance with all available laws and regulations.

Comments received from U.S. EPA Region IX and California EPA DTSC on the Version 1 FOST were reviewed and incorporated where possible into this Version 2 FOST. All comments were resolved with the exception of one concerning certain language regarding asbestos, which is attached as an unresolved comment.

On the basis of the above information, I conclude that the Hayes Park Parcel should be assigned Department of Defense (DoD) Environmental Condition Category 1 and is suitable for transfer under Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Section (§)120(h)(4). As such, the deed for this transaction will contain the following covenants:

- Any remedial action under CERCLA found to be necessary after the date of transfer, related to preexisting conditions, shall be conducted by the United States.
- The United States will be granted access to the Property in any case in which response action or corrective action under CERCLA is found to be necessary after the date of transfer.

126 SEP 1996



Toni B. Wainwright

Senior Executive Service
Acting Deputy Chief of Staff
for Base Operations Support

United State Army Training and Doctrine Command

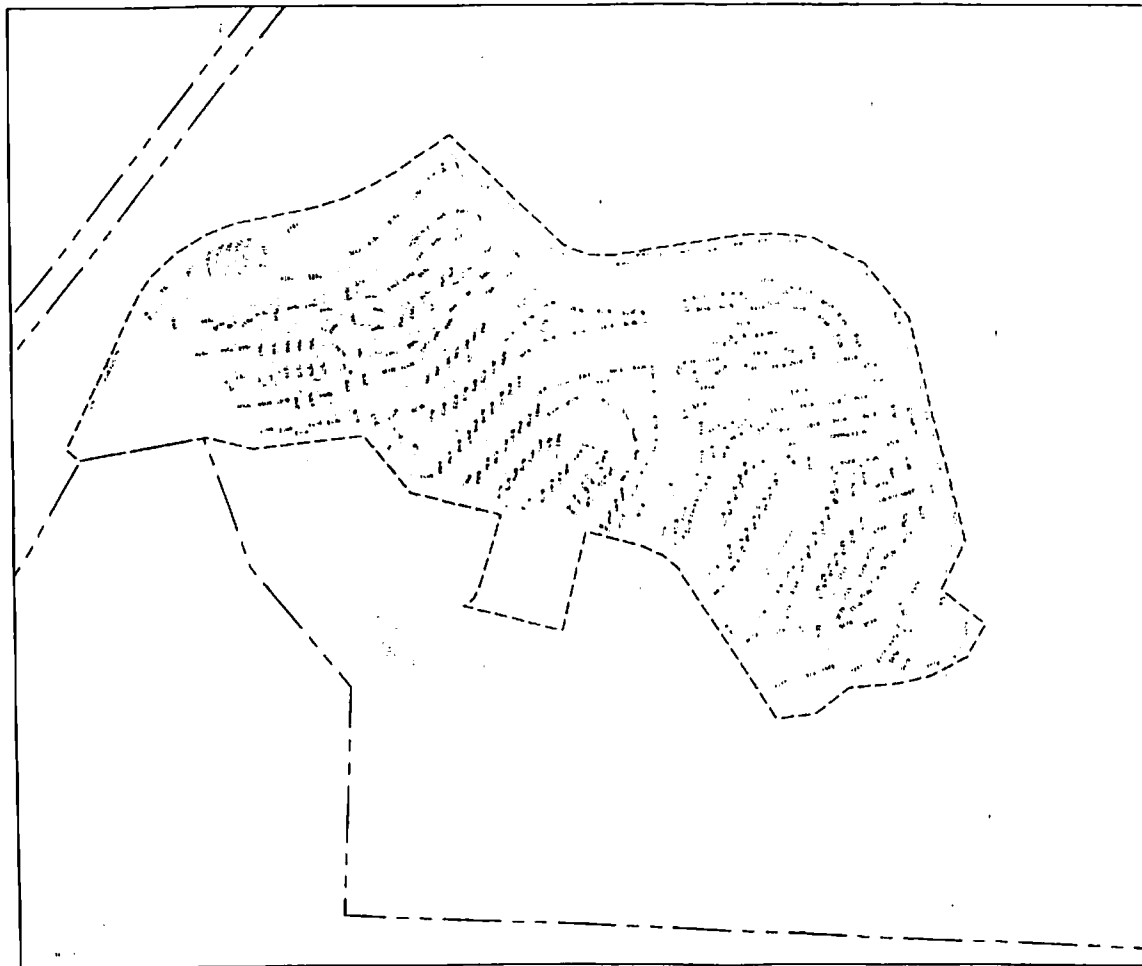
UNRESOLVED AGENCY COMMENT

Region IX EPA Comment:

Public law 102-484, as amended by Public Law 103-160, provides for indemnification by the military services when property is transferred or leased. This law provides that the military indemnify persons and entities acquiring ownership or control of property at a closing military base from liability for personal injury and property damages resulting from the release or threatened release of a hazardous substance (such as asbestos), unless the person or entity acquiring the property contributed to the release. The Army's statement in the FOST may conflict with the required indemnification. We recommend that the Army delete this paragraph and rely on the statutory language to determine any future liability as a result of exposure to asbestos.

Response:

Army believes that the standard Army indemnification language is legally sufficient.

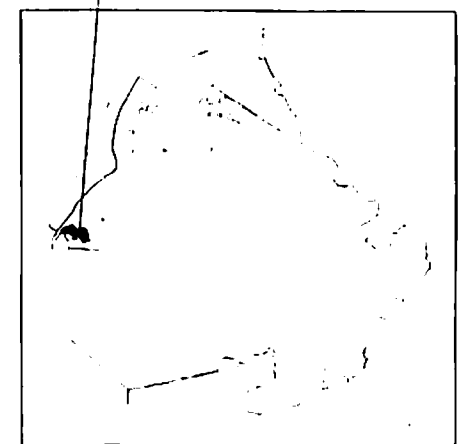


500 0 500
SCALE IN FEET

EXPLANATION

- FORT ORD BOUNDARY
- - - PARCEL BOUNDARY

HAYES PARK HOUSING
AREA PARCEL



KEY MAP



Harding Lawson Associates
Engineering and
Environmental Services

Parcel Location Map

FOST FOSL COMPLETION CHECK LIST				
TYPE: FOST				
NAME: FORT ORD - HAYES HOUSING				
INITIAL REVIEW				COMPLETE
REGULATOR REVIEW				COMPLETE
FINAL REVIEW				COMPLETE
IDENTIFY PROPERTY				365 BLDGS/100 ACRES
IDENTIFY DOD CATEGORY				1
IDENTIFY CONTAMINANTS				LBP/ASBESTOS
IDENTIFY REMEDIATION STANDARDS				N/R
IDENTIFY REMEDIATION				N/R
IDENTIFY REUSE				HOUSING
IDENTIFY RESTRICTIONS				LBP/ASBESTOS
EPA LETTER ATTACHED				N/R
STATE LETTER ATTACHED				N/R
UNRESOLVED COMMENTS ATTACHED				ASBESTOS LANG.
SATISFY NEPA REQUIREMENTS				1996 SEIS
SATISFY CLEAN AIR ACT REQS				RONA
COORDINATION		PHONE	NAME	DATE
BRACO	ATCS-OR	727-3849	MS JOHNSTON	9/13/96
ENVR	ATBO-SE	727-2299	MR AIKEN	9/26/96
REAL ESTATE	ATBO-GP	727-2569	MR BLANCHARD	9/12/96
LEGAL	ATJA	727-2773	MRS EGAN	9/12/96
PAO	ATPA	727-3506	CAPT HENSON	9/18/96

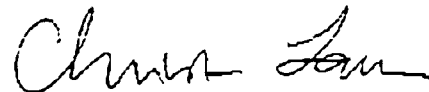
ATZP-EP

September 1996

MEMORANDUM FOR THE RECORD

SUBJECT: Record of Non-Applicability (RONA) to the Clean Air Act Amendment General Conformity Rule Regarding the Transfer of Real Property Designated for Hayes Housing (Hayes). This Action Covers Activities Associated with Land Conveyance Between the U.S. Army and recipient of Hayes Housing (Recipient).

1. Scope Definition: The Department of the Army is granting parcels of land located at the former Fort Ord, California for use by Recipient. Subject parcel requested by Recipient was formerly utilized by the U.S. Army for family housing.
2. Presidio of Monterey, Defense Language Institute is required to make a review of direct and indirect air emission sources for each criteria pollutant as outlined in 40 CFR 51.853 and 93.153 for federal initiatives located within a region designated as nonattainment to national ambient air quality standards (NAAQS). The analysis is to ensure that federal actions will not delay or prevent an area from achieving attainment status.
3. Intended future reuse of subject parcel by grantee is for residential purposes .
4. In accordance with Section 51.853 of the General Conformity Rule, subject Federal action is exempt from conformity requirements; where proposed action is a transfer of ownership, interest and title in the land, facilities, and associated real and personal property.
5. Any utilization of subject parcel by the grantee influencing facility emissions not identified in the State Implementation Plan, has neither been disclosed to Army Environmental personnel, nor considered in this determination.



CHRISTINE LAWSON
Air Pollution Environmental Coordinator
Directorate Environmental and Natural
Resources Management



CITY OF SEASIDE STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer
Patrick Grogan, Associate Engineer

DATE: September 1, 2022

SUBJECT: **ADOPT A RESOLUTION APPROVING THE PLANS FOR THE NOCHE BUENA EMERGENCY STREET STORM DRAIN IMPROVEMENTS PROJECT, APPROVING AN AGREEMENT FOR CONTRACTOR SERVICES WITH MONTEREY PENINSULA ENGINEERS FOR AN AMOUNT NOT TO EXCEED \$279,455.00, APPROPRIATING \$350,682.00 FROM THE CAPITAL RESERVE TO THE PROJECT, AND DECLARING THE CONSTRUCTION WORK AN EMERGENCY.**

RECOMMENDATION

Adopt a resolution:

1. Approving the plans for the Noche Buena Street Storm Drain Improvements Project;
2. Approving an agreement for construction services with Monterey Peninsula Engineers for an amount not to exceed \$279,455.00;
3. Establish a 20% contingency for a total project construction amount not to exceed \$335,346.00;
4. Amending the FY 2022/ 23 budget to appropriate \$350,682.00 to the Project;
5. Authorizing the City Manager to execute the agreement for construction services, and approve any amendments, extensions, and change orders until completion of the project in accordance with the plans up to the total project construction amount; and
6. Declaring the construction work an emergency because it is necessary to prevent danger to life and property.

BACKGROUND

In March 2022, public works crews discovered a small sink hole in the side walk and landscaping area located in front of the residence at 1701 Noche Buena Street. The sink hole was located at the west side of the intersection, behind the storm drain catch

basin, extending approximately 10 feet under the sidewalk and into a planter on the residential parcel. The hole was immediately repaired in a temporary manner, but the repair will not last through the rainy season or the next rain storm. Video investigation of the storm drain system revealed portions of the 24" corrugated metal storm drain pipe that crosses Noche Buena Street, and the 24" corrugated metal storm drain pipe that runs from Noche Buena west to Laguna Street between private residences had multiple areas of corrosion which are several square feet in size. The corrugated metal storm drain that crosses the intersection of Noche Buena and Mingo presents a current threat to the infrastructure located above it. During a storm event, a large amount of storm water will flow through the holes in the pipe, possibly consolidating and shifting native soils, creating a sink hole, and damaging the utilities and pavement in the intersection. This would create a risk to vehicles, pedestrians, adjacent residences, and other infrastructure. Staff does not have the time to go through the normal construction contract procurement process because the rainy season starts in mid-October.

The preferred method of repair for the storm drain crossing the intersection of Mingo Avenue and Noche Buena Street from the northeast corner to the west side of Noche Buena Street is to replace the existing corrugated metal pipe with new High Density Polyethylene (HDPE) pipe. This is due to the extreme extent of the corrosion in the existing pipe under the intersection. The preferred method of repair for the storm drain running to the west from Noche Buena down to Laguna Street is to clean the existing storm drain pipe and install cured in place pipe (CIPP) inside the existing corrugated metal storm drain pipe. CIPP repair involves minimal excavation, and thereby limited impact to the residential properties and infrastructure which are located over and adjacent to this portion of storm drain. Traffic control will be implemented to protect traffic at the intersection during the project.

At the request of Engineering staff, Monterey Peninsula Engineering submitted a Proposal to construct repairs to the storm drain pipe. Staff recommends the City Council adopt the attached resolution approving an Agreement for Contractor Services with Monterey Peninsula Engineering for the Noche Buena Street Emergency Storm Drain Improvements Project and authorize the District Manager to execute the Agreement.

ENVIRONMENTAL COMPLIANCE

Pursuant to preliminary review of the activities associated with this Council action in accordance with Section 15061 of the California Environmental Quality Act (CEQA) Guidelines. This project is Categorically Exempt (Class 1, Existing Facilities). The project repairs and performs minor upgrades to existing storm drain, and involves no expansion of use.

FISCAL IMPACT

Corrugated metal pipe is a highly corrosive, structurally weak pipe material which was used for storm drains many years ago. It is not uncommon for these pipes to fail.

Funds appropriated to the CMP Replacement Program should include the amount necessary to cover the final design, design support during construction, construction phases of work and contract contingencies required for this Project. The project final design and design support during construction scope work are discussed in item 8G to amend the professional services agreement with Harris & Associates, on the agenda for this City Council Meeting. The anticipated total project budget, including design, design support during construction, construction, and the contingencies for both Harris & Associates and Monterey Peninsula Engineers' scopes of work, amounts to \$350,682.00

The Agreement for Contractor Services with Monterey Peninsula Engineers is for an amount not to exceed \$279,455.00. It is appropriate to establish a contingency of 20%, equal to \$55,891.00, for a project of this type. The total required budget for the construction phase of this storm drain repair is \$335,346.00.

Staff recommends adopting a resolution (attachment 1) 1.) approving the plans (attachment 2) for the Noche Buena Street Emergency Storm Drain Improvements Project, 2.) awarding an Agreement for Contractor Services (attachment 3) with Monterey Peninsula Engineers, Inc. for an amount not to exceed of \$279,455.00; 3.) establishing approximately 20% construction contingency for a total construction phase amount not to exceed of \$335,346.00; and, 4) amending the FY 2022/ 23 budget to appropriate \$350,682.00 to the Project, 5.) authorizing the City Manager to execute the Agreement for Contractor Services and approve any amendments, extensions, and change orders until completion of the project in accordance with the plans, up to the total Project construction amount, and 6.) finding the construction work an emergency because it is necessary to prevent danger to life and property.

ATTACHMENTS

1. Resolution
2. Plans
3. Agreement

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

RESOLUTION NO. 22- XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE PLANS FOR THE NOCHE BUENA STREET STORM DRAIN EMERGENCY IMPROVEMENTS, APPROVING A CONSTRUCTION SERVICES AGREEMENT WITH MONTEREY PENINSULA ENGINEERING FOR AN AMOUNT NOT TO EXCEED \$279,455.00 AND TOTAL PROJECT CONSTRUCTION COST INCLUDING A 20% CONTINGENCY OF \$55,891.00, APPROPRIATING \$350,682.00 FROM THE CAPITAL RESERVE TO THE PROJECT, AND FINDING THE CONSTRUCTION WORK AN EMERGENCY.

WHEREAS, On March 29, 2022, public works staff discovered a small sinkhole near the west side of Noche Buena Street at the intersection of Mingo Avenue caused by corroded corrugated metal storm drain pipe; and

WHEREAS, Harris & Associates developed plans for the repair of the damaged storm drain infrastructure; and

WHEREAS, Engineering staff requested Monterey Peninsula Engineering perform the emergency construction of storm drain repairs for the City; and

WHEREAS, Monterey Peninsula Engineering submitted a proposal to perform the emergency storm drain repairs in the amount of \$279,455.00; and

WHEREAS, the Engineering staff has determined that the proposed scope of work and budget are reasonable; and

WHEREAS, an amount of \$55,891.00 contingency, approximately 20% of the contract value, should be authorized on an as required basis; and

WHEREAS, Monterey Peninsula Engineering has successfully completed similar utility projects for the City; and

WHEREAS, there are no current funds in the CMP Replacement Program for the FY 2022/2023 budget; and

WHEREAS, there is sufficient Capital Reserve balance to fund the additional budget request; and

WHEREAS, Public Works must make preventative and reactive replacement of damaged storm drain infrastructure; and

WHEREAS, the project is categorically exempt per Section 15061 of CEQA because the project involves the repair and performance of minor upgrades to existing storm drain.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside approves a fiscal year 2022/2023 budget appropriation in the amount of \$350,682.00 from the Capital Reserve to the CMP Replacement Program (Account No. 271-8910-9965) for the project, to fund the final design, design support during construction, and construction phases of the project; and

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside approves the plans for the Noche Buena Street Emergency Storm Drain Improvements Project, dated August 17, 2022; and

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute an Agreement for Contractor Services with Monterey Peninsula Engineering for an amount not-to-exceed \$279,455.00; and

BE IT FURTHER RESOLVED, the City Council of the City of Seaside authorizes the City Manager to execute up to an additional 20% contingency for written amendments, extensions, and change orders to the Construction Services Agreement such that the full value may not exceed \$335,346.00; and

BE IT FURTHER RESOLVED, the City Council of the City of Seaside finds the construction work is an emergency because it is necessary to avoid danger to life and property.

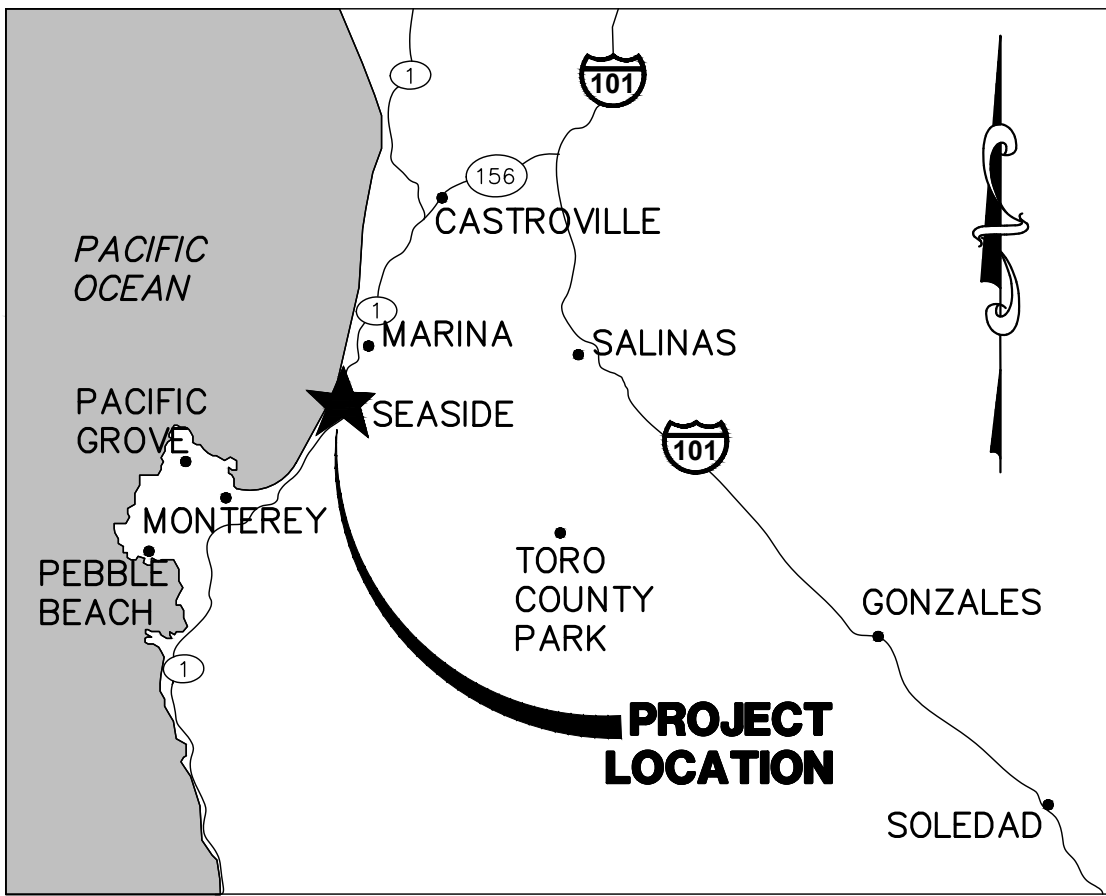
PASSED AND ADOPTED at a special meeting of the City Council duly held on the 1st day of September 2022, by the following vote:

AYES: Council members:
NOES: Council members:
ABSENT: Council members:
ABSTAIN: Council members:

Ian N. Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk



LOCATION MAP

NOT TO SCALE

NOCHE BUENA ST/MINGO AVE STORM DRAIN IMPROVEMENTS PROJECT

CITY OF SEASIDE, MONTEREY COUNTY, CA

INDEX OF DRAWINGS

SHT #	DWG #	DESCRIPTION
1	T-01	TITLE SHEET
2	N-01	NOTES
3	CD-01	CONSTRUCTION DETAILS
4	CD-02	CONSTRUCTION DETAILS
5	D-01	DEMOLITION PLAN
6	SD-01	STORM DRAIN PLAN & PROFILE
7	P-01	SURFACE IMPROVEMENTS PLAN

BENCHMARK:

ELEVATIONS SHOWN ARE NAVD 1988, AS DETERMINED THROUGH USE OF THE NATIONAL GEODETIC SURVEY'S ONLINE POSITIONING USER SERVICE (OPUS).

UTILITY AGENCY CONTACT INFORMATION

AT&T (TELEPHONE): SUE BARRAZA
SB8239@ATT.COM

CABLECOM (CABLE): MARK ROSE
MARK.ROSE@CABLECOMLLC.NET

CAL-AM (WATER): NINA MILLER
OPERATIONS MANAGER
NINA.MILLER@AMWATER.COM
(831) 884-3175

PG&E: TERI VETERE
TXVE@PGE.COM

PG&E: KATRINA LOPEZ
K1HC@PGE.COM

CITY OF SEASIDE & SCSD (SEWER,
STORM, ETC.):
NISHA PATEL, PE
NPATEL@CI.SEASIDE.CA.US
(831) 899-6884

PROJECT CONTACT INFORMATION

OWNER:
NISHA PATEL, PE
CITY OF SEASIDE
EMAIL: NPATEL@CI.SEASIDE.CA.US

CIVIL ENGINEER:
JEFF KREBS
HARRIS & ASSOCIATES
PHONE: (831) 444-1431
EMAIL: JEFF.KREBS@WEAREHARRIS.COM

ABBREVIATIONS

AB	AGGREGATE BASE	N.I.C.	NOT IN CONTRACT
AC	ASPHALT CONCRETE	NTS	NOT TO SCALE
ADA	AMERICANS WITH DISABILITIES ACT	O.C.	ON CENTER
AVE	AVENUE	OG	ORIGINAL GRADE
BC	BEGIN CURVE / BACK OF CURB	PB	PULL BOX
BW	BACK OF WALK	PCC	PORTLAND CEMENT CONCRETE
C&G	CONCRETE CURB & GUTTER	PG&E	PACIFIC GAS AND ELECTRIC
CB	CATCH BASIN	P/L	PROPERTY LINE
CL	CENTERLINE	PVC	POLYVINYL CHLORIDE
CLR	CLEAR	R	RADIUS
CMP	CORRUGATED METAL PIPE	ROW / R/W	RIGHT OF WAY
CONC.	CONCRETE	RCP	REINFORCED CONCRETE PIPE
CONF	CONFORM	RD	ROAD
CONT.	CONTINUOUS	RET	RETAINING
CR	CURB RETURN / CURB RAMP	R&R	REMOVE AND REPLACE
CY	CUBIC YARD	RR	RAILROAD
DI	DRAINAGE INLET	RT	RIGHT
DIA., Ø	DIAMETER	S	SLOPE
DIM	DIMENSION	SD	STORM DRAIN
DR	DRIVE	SDCB	STORM DRAIN CATCH BASIN
DS	DOWNSTREAM	SDMH	STORM DRAIN MANHOLE
DWG.	DRAWING	SF	SQUARE FEET
DWY/DW	DRIVEWAY	SL	STREET LIGHT
EA	EACH	SPEC / SPECS	SPECIFICATIONS
EG	EXISTING GRADE	SS	SANITARY SEWER
EP	EDGE OF PAVEMENT	SSCO	SANITARY SEWER CLEANOUT
EX, EXIST, (E)	EXISTING	SSRI	SANITARY SEWER RODDING INLET
FG	FINISHED GRADE	SSMH	SANITARY SEWER MANHOLE
FH	FIRE HYDRANT	ST	STREET
FL	FLOWLINE	STD	STANDARD
FOC	FACE OF CURB	STL	STEEL
FO	FIBER OPTIC	SW	SIDEWALK
FT	FEET	SWPPP	STORMWATER POLLUTION PREVENTION PLAN
G	GAS		
GB	GRADE BREAK	SY	SQUARE YARD
GV	GAS VALVE	T	TELEPHONE
HDPE	HIGH DENSITY POLYETHYLENE	TC	TOP OF CURB
HMA	HOT MIX ASPHALT	TYP.	TYPICAL
HP	HIGH POINT	UNK / UN	UNKNOWN
IN	INCHES	US	UPSTREAM
INV	INVERT	U.S.A	UNDERGROUND SERVICE ALERT
IP	IRON PIPE	UTIL	UTILITY
JT	JOINT TRENCH	V	VERTICAL
LF	LINEAR FEET	VG	VALLEY GUTTER
LN	LANE	W	WATER
LT	LEFT	WM	WATER METER
MAX.	MAXIMUM	WSP	WELDED STEEL PIPE
MIN.	MINIMUM	WV	WATER VALVE
MON	MONUMENT		
(N)	NEW		
NF	NOT FOUND		

CONSTRUCTION SET

APPROVED BY:

NISHA PATEL, PUBLIC WORKS DIRECTOR/CITY ENGINEER, RCE 72491

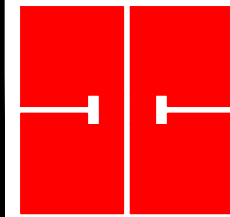
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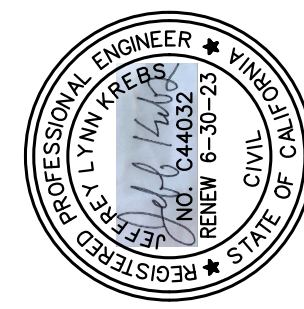
EXPIRATION DATE:



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CITY OF SEASIDE
440 HARCOURT AVE. SEASIDE, CA 93955
NOCHE BUENA AVE/MINGO ST
SD IMPROVEMENTS PROJECT

TITLE SHEET

DESIGNED BY:

DATE: 8/17/2022

SCALE:

PROJECT NO.
1220124001

DRAWING NO.

T-01

SHEET 1 OF 7



Know what's below.
Call before you dig.

H:\Seaside\122-0124-001 Noche Buena Storm Drain\02_N-01_ NOTES.dwg Save Date: 8/17/2022 7:45 PM Plot Date: 8/17/2022 7:45 PM Taylor Fagan

GENERAL NOTES

- DISTANCES SHOWN ON DRAWING ARE HORIZONTAL MEASUREMENTS.
- ALL UNDERGROUND UTILITIES MAY NOT BE SHOWN. THOSE SPECIFICALLY SHOWN ON PLANS ARE APPROXIMATE LOCATIONS. IT IS CONTRACTOR'S RESPONSIBILITY TO VERIFY EXACT LOCATION AND DEPTH OF UTILITIES THROUGH POTHOLING IN THE FIELD. CALL "UNDERGROUND SERVICE ALERT" (U.S.A.) AT 811 AT LEAST 48 HOURS BEFORE DIGGING OR DEMOLITION OF IMPROVEMENTS. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF CONTRACTOR'S FAILURE TO VERIFY LOCATIONS OF EXISTING UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION MUST BE BORNE BY CONTRACTOR.
- THE DIMENSIONS FOR PAVEMENT ARE APPROXIMATE AND FOR REFERENCE ONLY.
- CONTRACTOR IS RESPONSIBLE FOR MAKING ALL ARRANGEMENTS FOR SITE INSPECTIONS. CONTRACTOR MUST INSURE THAT ALL APPLICABLE CURRENT STANDARDS ARE OBSERVED PRIOR TO BEGINNING OF ANY PHASE OF CONSTRUCTION WORK.
- CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE OF ALL NEW WORK. CONTRACTOR SHALL PROVIDE A WATER FLOOD TEST, USING A WATER TRUCK, AND SHALL CORRECT ANY STANDING WATER "BIRDBATH" WHICH EXCEEDS 1/2" IN DEPTH AT THEIR OWN EXPENSE.
- DUST CONTROL DURING ALL PHASES OF CONSTRUCTION IS RESPONSIBILITY OF CONTRACTOR. IT IS ALSO CONTRACTOR'S RESPONSIBILITY TO MAINTAIN CLEANLINESS OF EXISTING AND REHABILITATED STREETS IN CONSTRUCTION AREA.
- ALL PAVING EQUIPMENT SHALL BE CLEANED OFF SITE.
- ALL STREET, SIDEWALK AND HAUL ROUTES SHALL BE KEPT CLEAN AND CLEAR OF DEBRIS, DIRT AND DUST IN A MANNER ACCEPTABLE TO LOCAL AGENCY.
- THE INSTALLATION OF EROSION CONTROL FACILITIES AND MEASURES IS NECESSARY AT ALL TIMES. USE FILTER FABRICS, SAND BAGS OR OTHER TYPE OF STORM DRAIN PROTECTION TO PROTECT THE STORM DRAINS FROM POLLUTANT DISCHARGES. REFER TO THE PROJECT SPECIFICATIONS FOR ADDITIONAL GUIDELINES.
- WATER USED FOR DUST CONTROL AND COMPACTION MAY BE PURCHASED FROM CAL-AM PRIOR TO START OF WORK. ANY FEES OR DEPOSITS ARE CONTRACTOR'S RESPONSIBILITY UNLESS OTHERWISE SPECIFIED.
- ANY DAMAGE TO EXISTING FACILITIES INCLUDING BUT NOT LIMITED TO TREES, FENCES AND PAVEMENT SURFACES SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE. CONTRACTOR MUST RESTORE ANY AND ALL PAVEMENT AND OTHER FACILITIES OUTSIDE LIMITS OF WORK AFFECTED BY CONSTRUCTION OPERATIONS TO PRECONSTRUCTION CONDITIONS AT NO ADDITIONAL COST.
- TRAFFIC CONTROL DURING CONSTRUCTION IS CONTRACTOR'S RESPONSIBILITY AND IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAGGERS AND OTHER DEVICES TO PROVIDE FOR SAFE PASSAGE OF PUBLIC VEHICULAR AND PEDESTRIAN TRAFFIC. CONTRACTOR MUST SUBMIT TRAFFIC CONTROL & SIGNING PLAN TO CITY AT PRE-CONSTRUCTION MEETING.
- TRAFFIC CONTROL SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE LATEST "CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (CA MUTCD) PUBLISHED BY CALTRANS, AND AS REQUIRED IN THE PROJECT SPECIFICATIONS. THE CONTRACTOR SHALL PROVIDE TEMPORARY BICYCLE AND PEDESTRIAN ACCESS TO PROPERTIES DURING ALL CONSTRUCTION PHASES. TRAFFIC CONTROL PLAN SHALL SHOW HOW ACCESS WILL BE PROVIDED AND ACCOMPLISHED FOR PEDESTRIANS. THE CONTRACTOR SHALL MAINTAIN VEHICULAR AND PEDESTRIAN ACCESS TO RESIDENCES, SCHOOLS, AND BUSINESSES AFFECTED BY THE PROJECT THROUGHOUT THE LIFE OF THE CONTRACT AT ALL TIMES UNLESS EXPRESSLY AUTHORIZED BY THE CITY TO DO OTHERWISE.
- CONTRACTOR IS RESPONSIBLE TO MEET WITH CITY OF SEASIDE AT LEAST 48 HOURS IN ADVANCE OF START OF CONSTRUCTION, AND PROVIDE 24 HOUR NOTICE ON ALL INSPECTIONS, EXCLUDING WEEKENDS AND HOLIDAYS.
- CONTRACTOR MUST PROVIDE ADVANCE NOTIFICATION TO ALL TRANSPORTATION COMPANIES, EMERGENCY SERVICES, AND OTHER IMPACTED PARTIES OF CONSTRUCTION SCHEDULE TO ALLOW COORDINATION, IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT SPECIFICATIONS.
- HAUL ROUTES MUST BE ONLY ON THOSE STREETS AS PRE-APPROVED BY CITY ENGINEER.
- ALL SURVEY MONUMENTS DISTURBED OR COVERED DURING CONSTRUCTION MUST BE PERPETUATED BY A REGISTERED LAND SURVEYOR PER THE SPECIAL PROVISIONS.
- ENTERING INTO THIS CONTRACT WITH THE CITY INDICATES THAT THE CONTRACTOR HAS VISITED THE SITE, IS FAMILIAR WITH THE EXISTING FIELD CONDITIONS AND REVIEWED THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2015 CALTRANS STANDARD SPECIFICATIONS, 2015 CALTRANS STANDARD PLANS AND ANY ADDENDUM THERETO, CITY OF SEASIDE STANDARDS, LATEST EDITION OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD) AND AS SHOWN ON THE PROJECT PLANS AND SPECIAL PROVISIONS
- ALL DRAWINGS ARE CONSIDERED PART OF THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEW AND COORDINATION OF ALL DRAWINGS PRIOR TO START OF CONSTRUCTION. ANY DISCREPANCIES THAT OCCUR SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE START OF CONSTRUCTION SO THAT A CLARIFICATION MAY BE ISSUED. WORK IN CONFLICT WITH THE CONTRACT DOCUMENTS OR BUILDING CODE REQUIREMENTS SHALL BE CORRECTED BY THE CONTRACTOR AT HIS OWN EXPENSE
- CONTRACTOR AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND AGENTS FROM LIABILITY AS PROVIDED IN THE CONSTRUCTION CONTRACT.

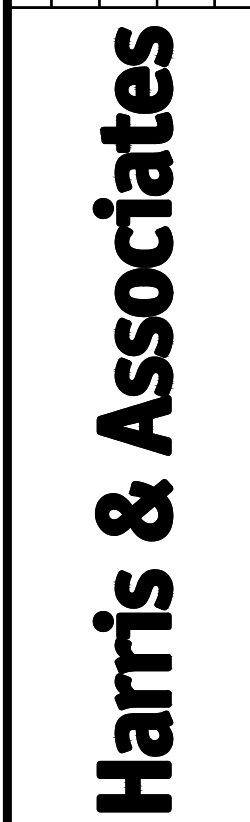
- BIDDERS SHOULD NOTE THE PRESENCE OF TREES AND OVERHEAD UTILITIES IN THE WORK AREA. AS PART OF THEIR PRE-BID INSPECTION. BIDDERS SHALL NOTE THE TYPE AND LOCATION OF OVERHEAD UTILITIES IN THE PROPOSED WORK AREA. FOR CLARITY PURPOSES, OVERHEAD UTILITIES ARE NOT SHOWN ON THE PLANS.
- SPECIFIC NOTES AND DETAILS TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS.
- EXISTING FEATURES AND FACILITIES ARE SHOWN IN THEIR APPROXIMATE LOCATION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY LOCATIONS, ELEVATION, ETC. OF EXISTING FACILITIES AND IMMEDIATELY NOTIFY THE CITY IN WRITING OF ANY FIELD CONFLICTS PRIOR TO START OF CONSTRUCTION.
- ELEVATIONS WHERE INDICATED IN THE DRAWINGS ARE BASED ON AVAILABLE INFORMATION DURING PREPARATION OF THE DRAWINGS. ANY SIGNIFICANT DEVIATIONS FROM THE ACTUAL SITE CONDITIONS SHALL BE REPORTED TO THE CITY.
- THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT WRITTEN AUTHORIZATION FROM THE CITY.
- ANY SURFACE UTILITIES, SUCH AS MANHOLES, VALVES, MONUMENTS, DRAIN INLETS, DETECTOR HAND HOLES AND UTILITY BOXES SHOWN TO BE WITHIN CONSTRUCTION LIMITS SHALL BE ADJUSTED IN ELEVATION TO MATCH THE FINISHED ROADWAY SURFACE. UTILITY COVERS SHALL NOT BE STRIPED OVER. CONTRACTOR SHALL COORDINATE WITH THE RESPECTIVE UTILITY OWNER PRIOR TO ADJUSTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR WORKING AROUND AND PROTECTING ALL EXISTING FACILITIES ADJACENT TO THE WORK AREA.
- THE CONTRACTOR IS RESPONSIBLE FOR MATCHING EXISTING STREETS, SURROUNDING LANDSCAPE, AND ALL OTHER EXISTING CONDITIONS WITH A SMOOTH TRANSITION IN PAVING, CURBS, GUTTERS, SIDEWALKS, GRADING, ETC., AND TO AVOID ANY ABRUPT OR APPARENT CHANGES IN GRADES OR CROSS SLOPES, LOW SPOTS, AND HAZARDOUS CONDITIONS.
- THE CONTRACTOR SHALL SUBMIT TRAFFIC CONTROL PLANS TO THE ENGINEER FOR APPROVAL A MIN. OF 72 HOURS PRIOR TO THE START OF ANY WORK. TRAFFIC CONTROL SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE LATEST "CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (CA MUTCD) PUBLISHED BY CALTRANS, AND AS REQUIRED IN THE PROJECT SPECIFICATIONS. THE CONTRACTOR SHALL PROVIDE TEMPORARY PEDESTRIAN ACCESS TO PROPERTIES DURING ALL CONSTRUCTION PHASES. TRAFFIC CONTROL PLAN SHALL SHOW HOW ACCESS WILL BE PROVIDED AND ACCOMPLISHED FOR PEDESTRIANS. THE CONTRACTOR SHALL MAINTAIN VEHICULAR AND PEDESTRIAN ACCESS TO RESIDENCES, SCHOOLS AND BUSINESSES AFFECTED BY THE PROJECT THROUGHOUT THE LIFE OF THE CONTRACT AT ALL TIMES UNLESS EXPRESSLY AUTHORIZED BY THE CITY TO DO OTHERWISE.
- THE CONTRACTOR SHALL NOTIFY CITY'S PUBLIC WORKS DEPARTMENT PRIOR TO CUTTING AND/OR REMOVING ANY TREE ROOTS LARGER THAN FOUR (4) INCHES IN DIAMETER.
- THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL REQUIREMENTS REGARDING MATERIAL, METHODS OF WORK, AND DISPOSAL OF EXCESS AND WASTE MATERIALS.
- THE CONTRACTOR SHALL OBTAIN ALL REQUIRED INSPECTION AND PERMITS, AND PROVIDE NOTICES REQUIRED BY THE CITY.
- CONCRETE CURB, GUTTER AND SIDEWALK REMOVAL AND REPLACEMENT MUST BE KEPT TO ONE SIDE OF THE STREET UNTIL WORK FOR THAT SIDE IS COMPLETE, KEEPING THE OTHER SIDE FREE OF OBSTRUCTION FOR THE NEIGHBORHOOD'S SAFE USE.
- AT THE COMPLETION OF WORK, THE CONTRACTOR SHALL REMOVE ALL USA MARKS. STAINS AND BLEMISHES RESULTING FROM CONSTRUCTION OPERATIONS THROUGHOUT THE CONTRACT.
- ALL PAVEMENT CONFORMS SHALL BE SAWCUT IN A CLEAN STRAIGHT EDGE, INCLUDING AT DRIVEWAYS. ANY PAVEMENT CONFORM THAT IS NOT CLEAN WILL BE REJECTED AND SHALL BE CORRECTED BY THE CONTRACTOR AT HIS OWN EXPENSE.
- LIMITS OF CURB, GUTTER AND SIDEWALK SHOWN ON PLANS TO BE REPLACED ARE APPROXIMATE. EXACT LIMITS SHALL BE DETERMINED IN THE FIELD AS DIRECTED BY THE ENGINEER.

EROSION CONTROL NOTES

- CONTRACTOR TO PROVIDE EROSION CONTROL MEASURES IN ACCORDANCE WITH THE LATEST "CALTRANS CONSTRUCTION SITE BEST MANAGEMENT PRACTICES MANUAL."
- CONTRACTOR TO MAINTAIN/REVISE EROSION CONTROL MEASURES AS NEEDED TO PROTECT AND PREVENT SEDIMENT FROM LEAVING THE SITE DURING VARIOUS STAGES/PHASES OF REMOVAL NOT SHOWN ON THE EROSION CONTROL PLAN.
- CONTRACTOR SHALL SWEEP THE ROAD IN THE VICINITY OF THE PROJECT AREAS AS OFTEN AS NECESSARY THROUGHOUT THE WORK DAY TO COMPLETE REMOVE ALL DEBRIS ASSOCIATED WITH PROJECT ACTIVITIES.
- CONTRACTOR TO ADD SEDIMENT BARRIER TO ALL PERIMETER STORM DRAIN INLETS THAT ACCEPT RUNOFF FROM SITE PER DETAIL 13 ON SHEET CD-02.



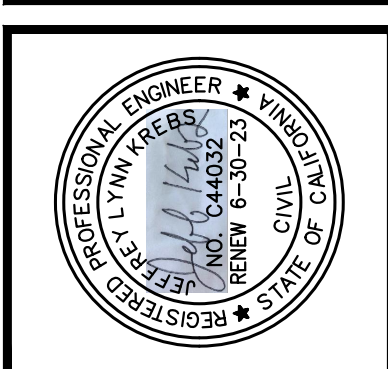
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p: 831.233.9242

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CITY OF SEASIDE

440 HARCOURT AVE. SEASIDE, CA 93955

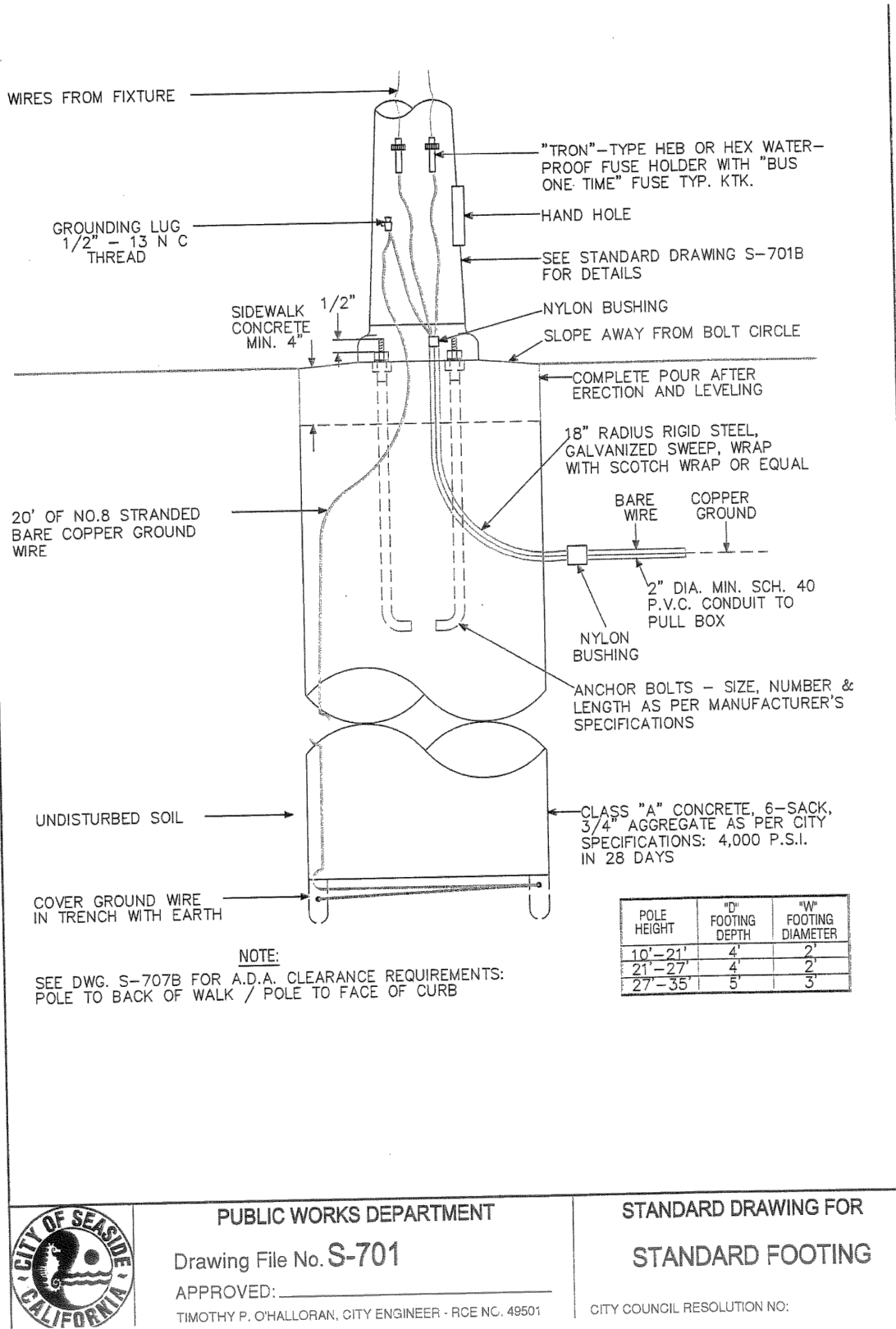
NOCHE BUENA AVE/MINGO ST

SD IMPROVEMENTS PROJECT

NOTES

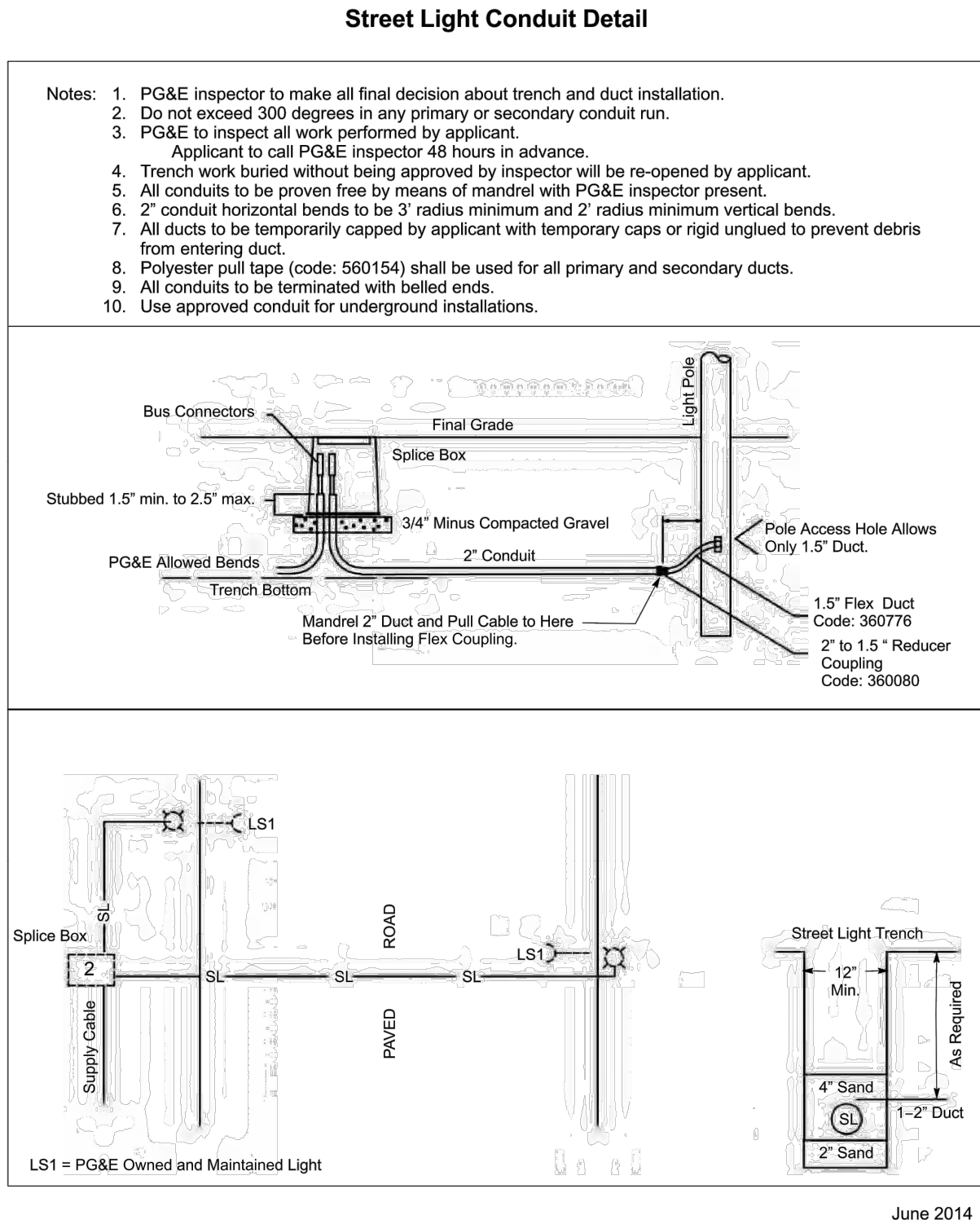
DESIGNED BY:
DATE: 8/17/2022
SCALE:
PROJECT NO.
1220124001
DRAWING NO.
N-01
SHEET
2 OF 7

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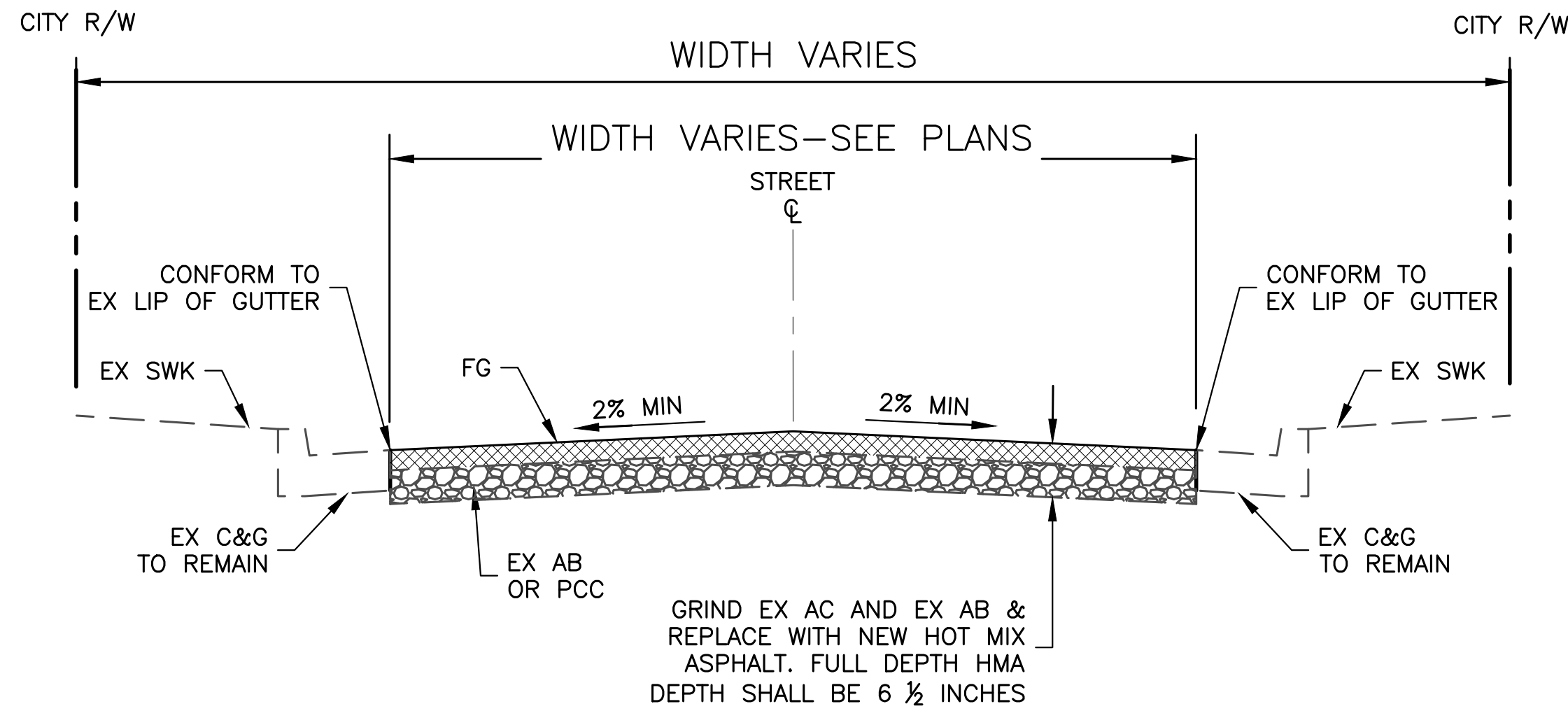
10 STREET LIGHT FOOTING

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11 PG&E STREET LIGHT CONDUIT

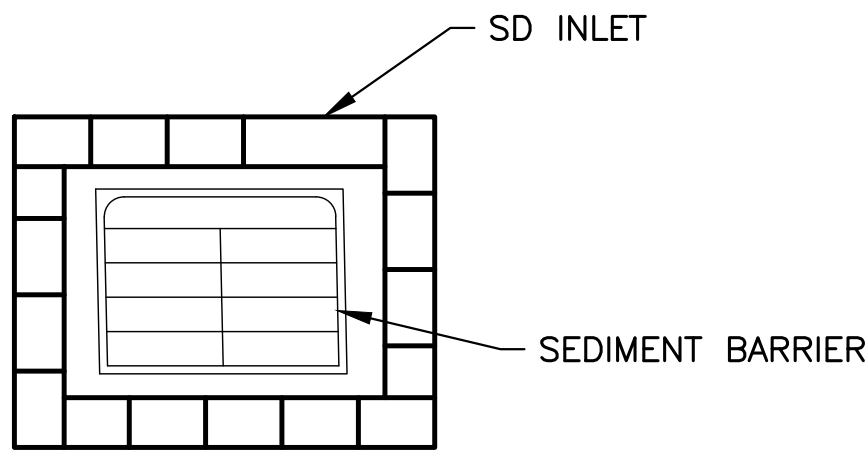
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- NOTES:
- SEE PLAN SHEET P-01 FOR EXACT LOCATIONS OF FULL DEPTH HMA.
 - PROPOSED FULL DEPTH HMA STREETS SHALL HAVE A 2% MIN CROSS SLOPE.
 - PAVEMENT REHABILITATION RECOMMENDATIONS ARE BASED ON PAVEMENT ENGINEERING INC, REPORT DATED APRIL 1, 2019.

12 FULL DEPTH HMA (TYP)

NOT TO SCALE



- NOTES:
- CONTRACTOR TO MAINTAIN/REVISE EROSION CONTROL MEASURES AS NEEDED TO PROTECT AND PREVENT SEDIMENT FROM LEAVING THE SITE DURING VARIOUS STAGES/PHASES OF REMOVAL NOT SHOWN ON THE EROSION CONTROL PLAN.
 - REFER TO SC-10 TEMPORARY DRAINAGE INLET PROTECTION IN THE CALTRANS CONSTRUCTION SITE BEST MANAGEMENT PRACTICES (BMP) MANUAL.

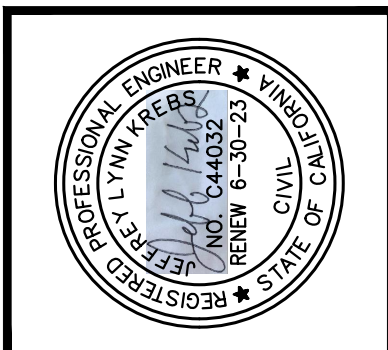
13 INLET PROTECTION

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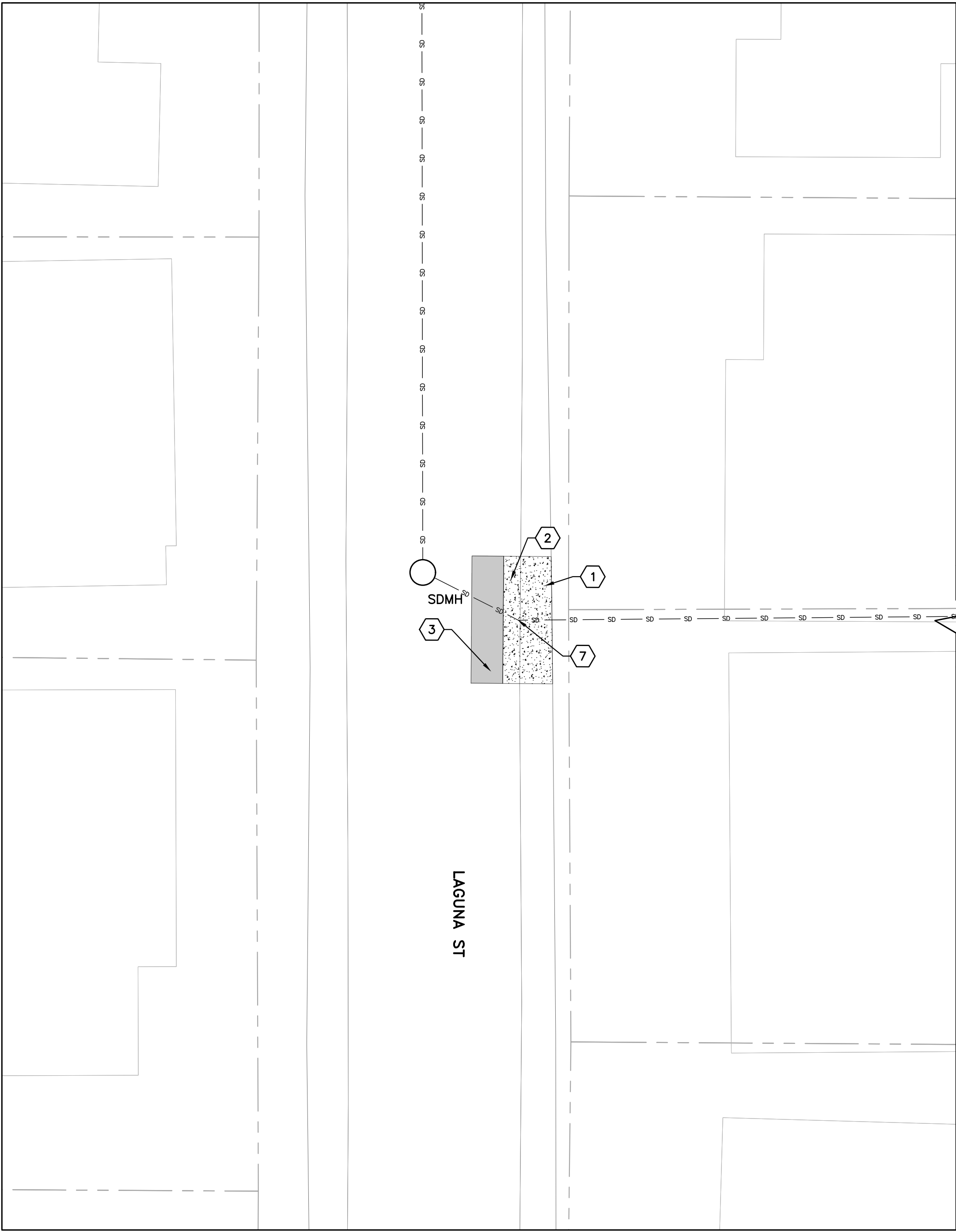


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NOCHE BUENA AVE/MINGO ST
SD IMPROVEMENTS PROJECT

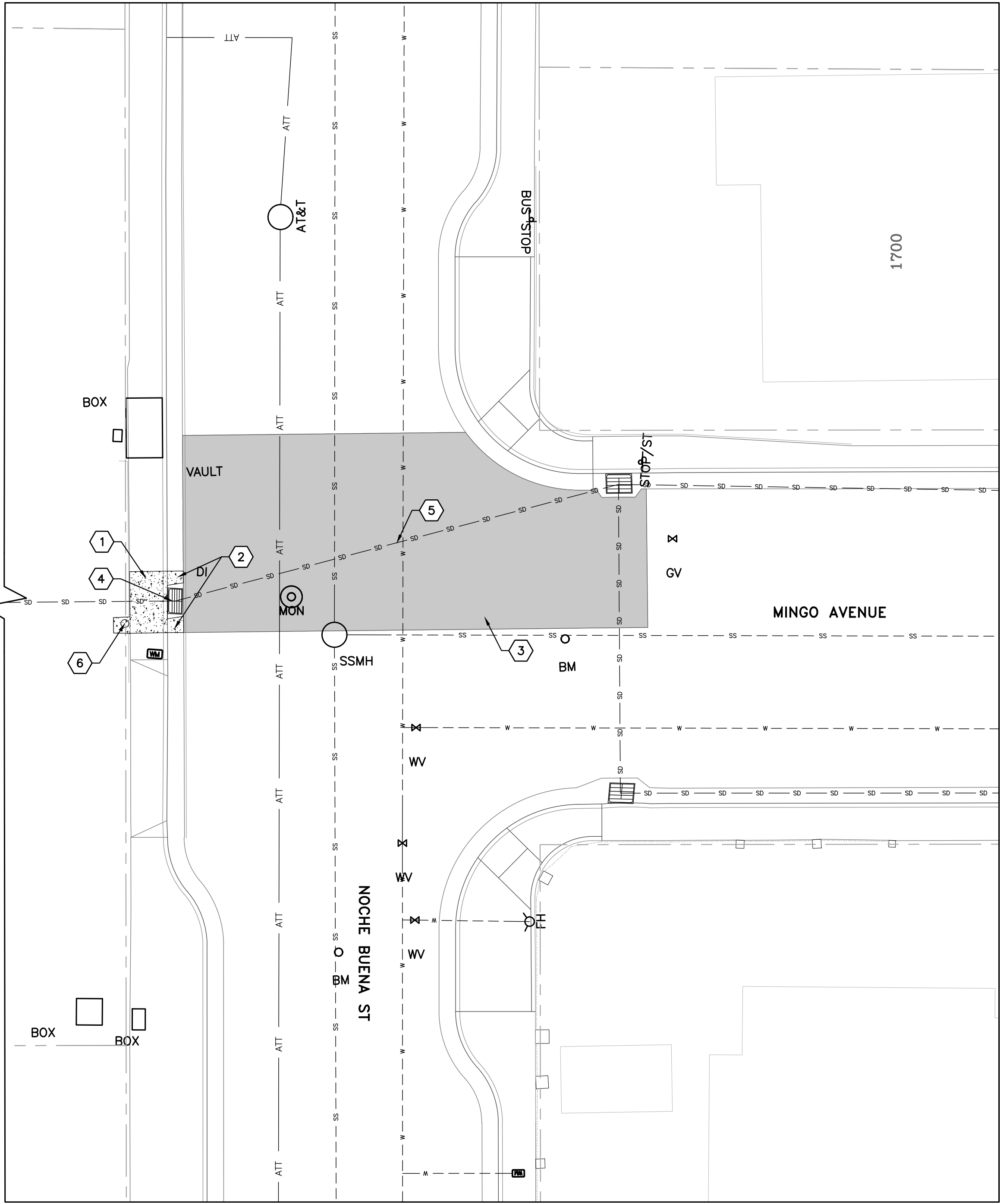
CONSTRUCTION DETAILS

DESIGNED BY:
DATE: 8/17/2022
SCALE:
PROJECT NO.
1220124001
DRAWING NO.
CD-02
SHEET 4 OF 7

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PLAN
SCALE: 1"=10'



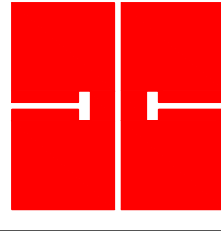
PLAN
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DEMOLITION NOTES:

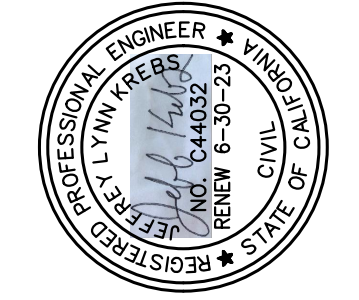
- 1 REMOVE AND OFF-HAUL EXISTING CONCRETE.
- 2 REMOVE AND OFF-HAUL EXISTING CURB AND GUTTER.
- 3 REMOVE AND OFF-HAUL EXISTING ROADWAY ASPHALT.
- 4 REMOVE EXISTING DRAIN CATCH BASIN.
- 5 REMOVE EXISTING STORM DRAIN PIPE.
- 6 EXISTING STREET LIGHT AND FOUNDATION WERE PREVIOUSLY REMOVED AND BACKFILLED WITH 2-SACK SLURRY. CONTRACTOR TO REMOVE THE 2-SACK SLURRY BACKFILL.
- 7 REMOVE EXISTING JUNCTION BOX/MANHOLE. EXACT LOCATION AND TYPE OF STORM DRAIN FEATURE TO BE VERIFIED IN THE FIELD BY THE CONTRACTOR.

LEGEND:

- EXISTING ROADWAY PAVEMENT TO BE REMOVED AND OFF-HAULED.
- EXISTING CONCRETE TO BE REMOVED AND OFF-HAULED.



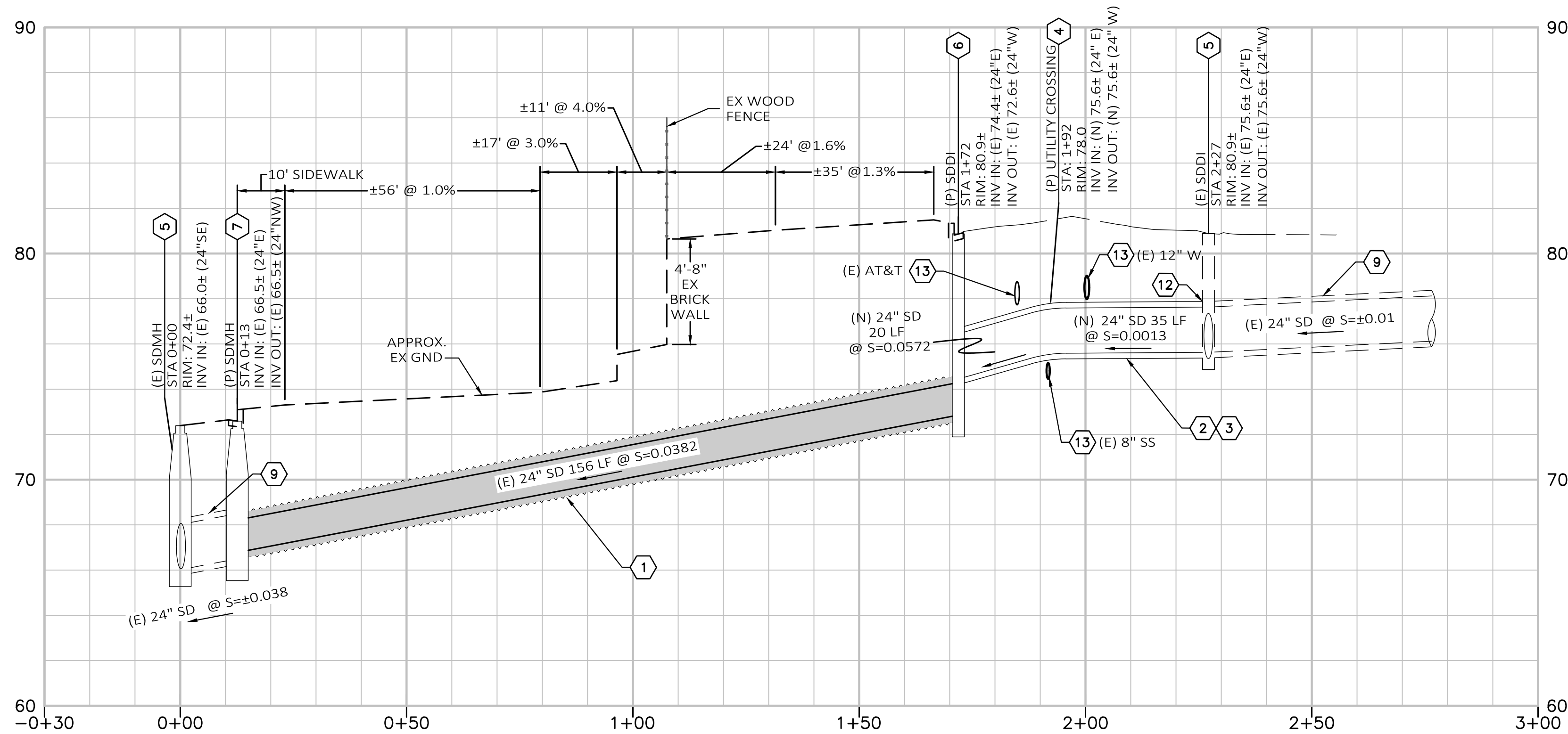
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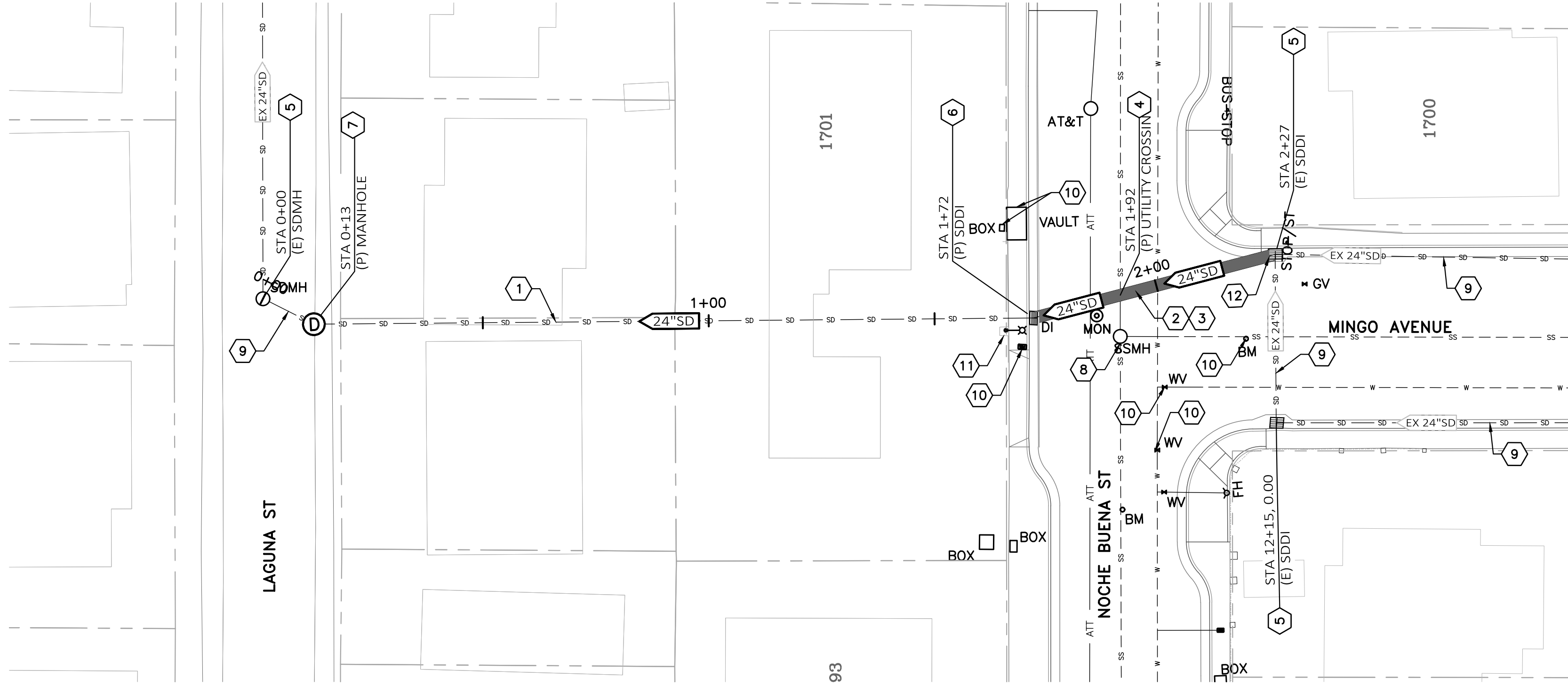
CITY OF SEASIDE
440 HARCOURT AVE. SEASIDE, CA 93955
NOCHE BUENA AVE/MINGO ST
SD IMPROVEMENTS PROJECT
DEMOLITION PLAN

DESIGNED BY:
DATE: 8/17/2022
SCALE:
PROJECT NO. 1220124001
DRAWING NO. D-01
SHEET 5 OF 7

H:\Seaside\122-0124.001 Noche Buena Storm Drain\06_SD-01 - SD-02_SD PLAN AND PROFILE.dwg Save Date: 8/17/2022
7:49 PM Plot Date: 8/17/2022 7:49 PM Taylor Fagan



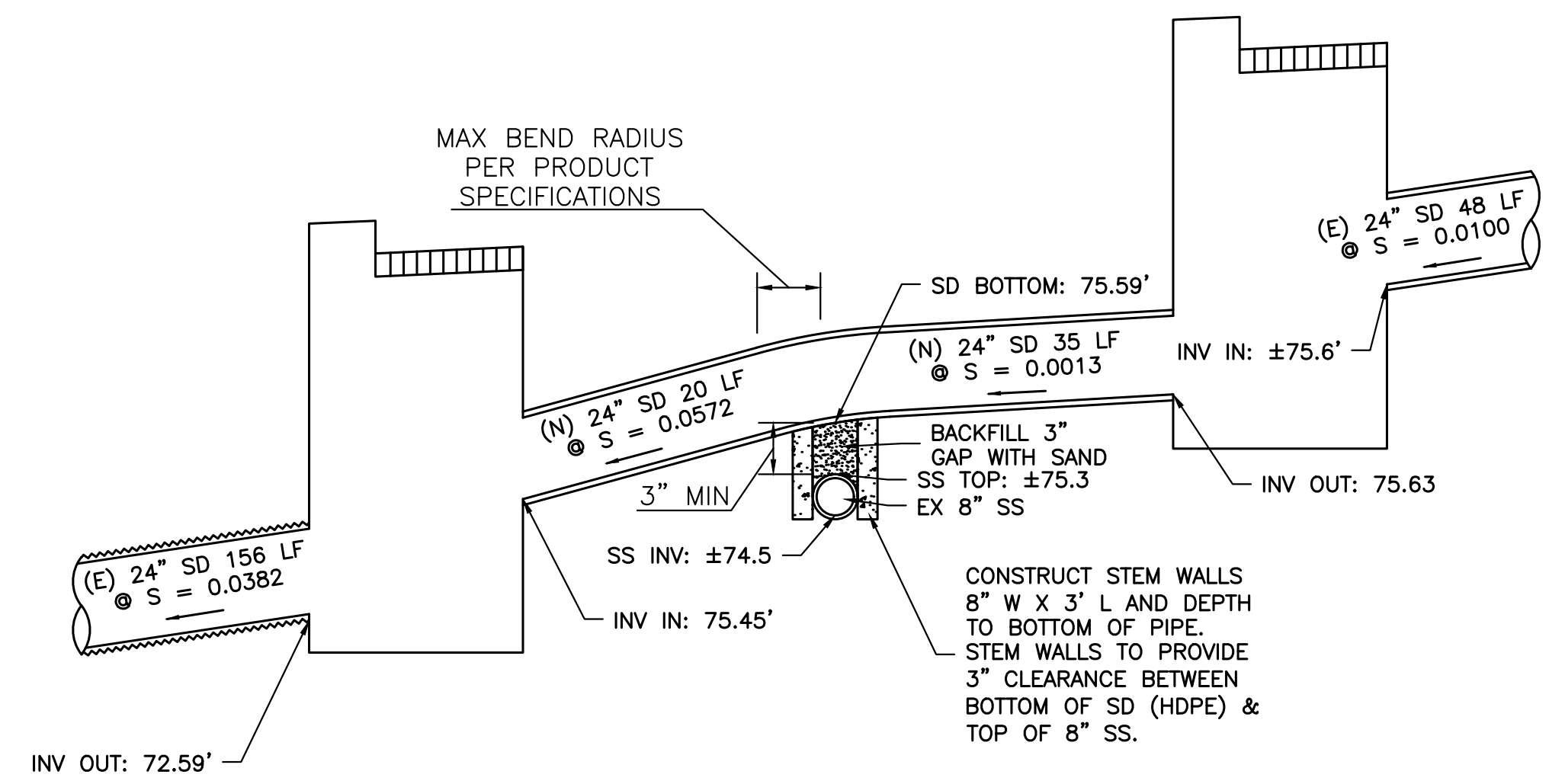
PROFILE
SCALE: HORIZONTAL: 1"=20'
VERTICAL: 1"=4'



PLAN
SCALE: 1"=20'

STORM DRAIN NOTES:

- EXISTING 24" CMP SD PIPE TO REMAIN AND BE REPAIRED VIA CURED IN PLACE PIPE (CIPP) LINING.
- REMOVE EXISTING 24" SD (CMP) PIPE VIA OPEN TRENCH.
- CONSTRUCT NEW 24" SD (SDR 35 HDPE OR APPROVED EQUAL) PIPE VIA OPEN TRENCH.
PROPOSED 24" SD (HDPE) TO PROVIDE 3" MIN CLEARANCE OVER THE TOP OF EXISTING 8" SS PIPE. PROPOSED 24" SD (HDPE) PIPE TO BEND TO PROVIDE FALL TOWARDS DOWNSTREAM CATCHBASIN. REFER TO DETAIL 1 ON THIS SHEET.
- EXISTING SD CATCH BASIN/SD MANHOLE TO REMAIN. PROTECT IN PLACE.
- REMOVE EXISTING CATCH BASIN AND CONSTRUCT NEW CATCH BASIN TYPE GO PER CALTRANS STANDARD PLAN D74B. REFER TO DETAIL 1 ON SHEET CD-01.
- CONSTRUCT NEW STORM DRAIN MANHOLE PER CITY STANDARD DETAILS S-401 AND S-406. REFER TO DETAILS 2 AND 3 ON SHEET CD-01.
- EX SSMH TO REMAIN. PROTECT IN PLACE.
- EX SD PIPE TO REMAIN. PROTECT IN PLACE.
- EXISTING UTILITY COVER TO REMAIN. PROTECT IN PLACE.
- EXISTING CMU WALL TO REMAIN. PROTECT IN PLACE.
- CONNECT NEW STORM DRAIN PIPE TO EXISTING CATCHBASIN. REFER TO DETAIL 6 ON SHEET CD-01.
- EXACT ELEVATIONS TO BE DETERMINED. CONTRACTOR TO POTHOLE ALL UTILITY CROSSINGS.

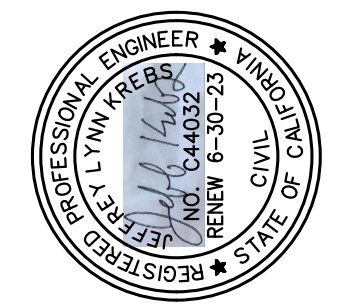
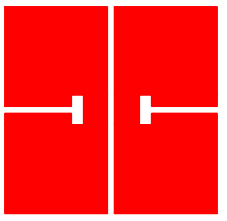


1 SD AND SS CROSSING
NOT TO SCALE



Harris & Associates

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



CITY OF SEASIDE
440 HARCOURT AVE. SEASIDE, CA 93955
NOCHE BUENA AVE/MINGO ST
SD IMPROVEMENTS PROJECT
SD PLAN & PROFILE

DESIGNED BY:
DATE: 8/17/2022
SCALE:
PROJECT NO.
1220124001
DRAWING NO.
SD-01
SHEET 6 OF 7



**CITY OF SEASIDE
AGREEMENT FOR CONTRACTOR SERVICES
NOCHE BUENA STREET EMERGENCY STORM DRAIN IMPROVEMENTS**

THIS AGREEMENT FOR CONTRACTOR SERVICES is made and effective as of _____, 2022, between the City of Seaside, a municipal corporation ("City") and Monterey Peninsula Engineering, a corporation, ("Contractor") whose current and valid Contractor's License #972425, as duly issued by the California Department of Consumer Affairs. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

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

2. SERVICES

Contractor shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. Exhibit A may include any Scope of Work, Plans, Specifications and other related documents specific to the services to be provided by Contractor.

3. PERFORMANCE

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

b) Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety. Contractor further agrees to take all necessary precautions for the safety of employees and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. The Contractor shall be responsible for erecting and properly maintaining at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known or reasonably foreseeable or unusual hazards.

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

d) The Contractor will obtain a valid City Business License and shall maintain said Business License for the term of this Agreement and any extensions.

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

f) Contractor agrees to comply with all of the applicable provisions of Sections 1777.5 and 1777.6 of the Labor Code, which Sections are hereby specifically referred to, incorporated herein by reference and made a part hereof as though set forth at length herein.

g) Contractor agrees that in the performance of this Agreement or any sub-agreement hereunder, neither Contractor nor any person acting on Contractors behalf shall refuse to employ or refuse to continue in any employment any person on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual preference, sex or age. Harassment in the workplace is not permitted in any form. Contractor further agrees to comply with all laws with respect to employment when performing this Agreement.

h) Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached to and part of this agreement. To insure performance, Contractor and any sub-contractor must provide Faithful Performance and Labor and Material Bonds in favor of City, each in the amount of one hundred percent (100%) of the value of the contract.

i) Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Seaside in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial agreement or financial inducement. No officer or employee of the City of Seaside will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.

5. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Contractor is bound by the contents of Plans dated August 17, 2022, Exhibit C, hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Contractor, Exhibit A hereto. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Contractor's proposals.

6. CITY MANAGEMENT

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

7. PAYMENT

(a) City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit "B", attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Two Hundred Seventy Nine Thousand, Four Hundred Fifty Five dollars (\$279,455.00) which sum shall include all costs, if any, for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) The City Manager's contract authority is limited to a total threshold of \$24,999.00 which includes all costs. Contracts, including any contract amendments that exceed the total threshold, require City Council approval. Any contracts, including contract amendments that exceed the total threshold, which do not have City Council approval, shall be void.

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

7. INSPECTION

City shall at all times have the right to inspect the work and materials. Contractor shall furnish all reasonable aid and assistance required by City for the proper examination of the work and all parts thereof. Such inspection shall not relieve Contractor from any obligation to perform said work strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

9. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 5(c).

10. DEFAULT OF CONTRACTOR

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

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

11. OWNERSHIP OF DOCUMENTS

(a) Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records at 192 Healy Avenue, Marina, CA; shall permit City to make copies and transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained at the City of Seaside City Hall for a minimum period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer discs, and reports prepared by the Contractor under this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Contractor. With respect to computer files, Contractor shall make available to City,

at City's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

12. INDEMNIFICATION

(a) Indemnification for Professional Liability. Contractor shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are actually caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees or sub-contractors (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this Agreement. With respect to the design of public improvements, the Contractor shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Contractor.

(b) Indemnification for Other Than Professional Liability. Contractor shall indemnify defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or sub-contractors of Contractor.

(c) General Indemnification Provisions. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

(d) Indemnity Provisions for Contracts Related to Construction. Without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

13. WARRANTIES

Contractor agrees that it will warrant all work performed and equipment supplied hereunder for a period of one year or, in the case of equipment, for the period of the manufacturer's warranty if such warranty be for a period longer than one year. Contractor shall immediately correct all defective workmanship discovered within one year after acceptance of final payment by it and shall indemnify and defend City against all loss and damage occasioned by any such defect, discovered within said year, even though the damage or loss may not be ascertained until after the expiration thereof. Nothing herein constitutes a waiver of City's rights or any statute of limitations.

14. INSURANCE

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

15. INDEPENDENT CONTRACTOR

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

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

(c) Any and all employees or sub-contractors of Contractor under this Agreement, while engaged in the performance of any work or services required by Contractor under this Agreement, shall be considered employees or sub-contractors of Contractor only and not of city. Any and all claims that may arise under the Workers' Compensation Act on behalf of said employees or sub-contractors, while so engaged and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees or sub-contractors, while so engaged in any of the work or services provided for or rendered herein shall not be City's obligation.

16. PREVAILING WAGE

The general prevailing wage rates are determined by the Director of Industrial Relations, for the County of Monterey. Current prevailing wage rates can be found in "General Prevailing Wage Determinations made by the Director of Industrial Relations" (wage determinations) at

Noche Buena Street Emergency Storm Drain Improvements

the Division of Labor Statistics and Research, Prevailing Wage Unit, P. O. Box 420603, San Francisco, CA 94142, (415) 703-4774, or at DIRs website at <http://www.dir.ca.gov/>. Changes, if any, to the general prevailing wage rates will be available at the same location.

The Contractor will be required to maintain and distribute certified payroll records in compliance with Section 1776 of the California Labor Code. The Contractor shall register as specified in Labor Code section 1771.1(a). Records shall be made available to the City upon request for inspection or for copies thereof. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations in accordance with Labor Code sections 1725.5 (contractor registration requirements and criteria), 1771.1 (requirement to register as a condition to bid or work on public works), and 1771.4 (project compliance monitoring).

The labor surcharge, equipment rental rates, and the delay factors for each classification of equipment are listed in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates."

17. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

18. CONFLICT OF INTEREST

Contractor shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Contract.

Contractor covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly nor indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or sub-contractor. Contractor further covenants that Contractor has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Contractor and/or its sub-contractors shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

If City determines Contractor comes within the definition of Contractor under the Political Reform Act (Government Code §87100 et seq.) Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with City disclosing Contractor's and/or such other person's financial interests.

19. NO WAIVER OF BREACH/TIME

The waiver by City of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement. Time is of the essence in carrying out the duties hereunder.

20. CONFIDENTIAL INFORMATION/RELEASE OF INFORMATION

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

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

21. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:

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

To Contractor:

Monterey Peninsula Engineering

22. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in third parties.

23. ASSIGNMENT

Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Subject to the foregoing, all terms of the Agreement will be binding upon, enforceable by and inure to the benefit of the parties and their successors and assigns.

24. GOVERNING LAW

City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in Monterey County, or the federal district court with jurisdiction over the City. Contractor agrees not to commence or prosecute any dispute arising out of or in connection with this Agreement other than in the aforementioned courts and irrevocably consents to the exclusive personal jurisdiction and venue of the aforementioned courts.

25. ATTORNEY'S FEES AND COURT VENUE

Should either party to this Agreement bring legal action against the other (formal judicial proceeding, mediation or arbitration) the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator or arbitrator hearing the case, and such fee shall be included in the judgment together with all costs.

26. AUTHORITY TO EXECUTE THIS AGREEMENT

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

27. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements,

understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

28. AGREEMENT CONTAINS ALL UNDERSTANDINGS: AMENDMENT

(a) This document represents the entire and integrated Agreement between City and Contractor, and supersedes all prior negotiations, representations and agreements, either written or oral.

(b) Any modification or amendment to this Agreement must be in writing.

(c) Neither City nor Contractor shall be deemed to have waived any obligation of the other, or to have agreed to any modification to this Agreement unless it is in writing, and signed by the party giving the waiver.

29. SEVERABILITY

If any term of this Agreement is held invalid by a court of competent jurisdiction or arbitrator the remainder of this Agreement shall remain in effect.

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

CITY OF SEASIDE

CONTRACTOR

By: _____
Jaime M. Fontes, City Manager

By: _____

Date: _____

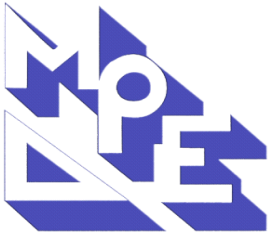
Date: _____

Attachments:	Exhibit A	Scope of Work/Contractor Proposal
	Exhibit B	Insurance Requirements
	Exhibit C	Plan Set

EXHIBIT A

SCOPE OF WORK/CONTRACTOR PROPOSAL

Exhibit A



MONTEREY PENINSULA ENGINEERING

CONTRACTORS & ENGINEERS
P.O. BOX 2317
MONTEREY, CA 93942
(831) 384-4081

August 18, 2022

To:

Jeff Krebs; On Behalf of the City of Seaside
City of Seaside
440 Harcourt Ave
Seaside, CA 93955

Re: Noche Buena St/Mingo Ave SD Improvements Project

M.P.E. proposes to provide all labor, equipment, and material required to refurbish the existing 24" CMP SD Pipe between Noche Buena St and Laguna St by means of CIPP, Remove and Replace the 24" CMP SD Pipe at the intersection of Noche Buena St and Mingo Ave, and all associated work as described below:

Work To Be Performed:

- Refurbish ~155LF of 24" CMP SD by means of CIPP Lining
- Remove and Replace ~55 LF of 24" CMP with SDR35
- Repair Existing 8" SS Pipe and install stem walls as shown on plans (if required)
- Remove and Replace (1) SD Catch Basin
- Construct (1) new SDMH per City Standards
- Demo and remove (1) SDMH
- Install (E) street light on a new foundation, including new conduit and demo of (E) slurry backfill
- Replace damaged striping
- Remove and Replace sidewalk, curb and gutter per plans
- Remove and Replace asphalt paving per plan
- Reset (1) City Monument per plan

Total this amount for work to be performed as described above \$279,455 / Lump Sum

Note:

The following are revocable bid items with an associated credit if the City deems the work as unnecessary:

- #6 - SS Bypass Flow Control - \$7,000
- #13 - Remove 2-Sack Slurry Backfill - \$3,400
- #24 - Repair 8" SS VCP - \$3,150
- #26 - Install PG&E Street Light Conduit - \$2,500
- #27 - Construct (N) Street Light Foundation - \$3,500
- #28 - Install Salvaged Street Light - \$3,000

Exhibit A

Conditions & Exclusions

- Removal and replacement of existing wall on Noche Buena to facilitate the removal of slurry and install of the light pole and base is specifically excluded
- Engineering, permits, and/or fees
- All bonds, as-built's, and/or construction staking
- All construction testing
- SWPPP installation and/or maintenance
- Any items not specifically listed above
- Unsuitable soil compaction & preparation

If you have any questions or other concerns please contact me by phone at (831) 277-0137, or by email at conner@mpe2000.com

Sincerely,

Conner Schvia

Project Manager

Monterey Peninsula Engineering

Accepted By: _____ Date: _____

Exhibit A

<i>Noche Buena/Mingos Ave SD Improvements Project, 8/18/2022</i>				
<i>Bid Item</i>	<i>Description</i>	<i>Quantity</i>	<i>Units</i>	<i>Price</i>
1	Mobilization	1	LS	\$ 10,000.00
2	Traffic Control	1	LS	\$ 15,000.00
3	Water Pollution Control	1	LS	\$ 3,500.00
4	CPM Schedule	1	LS	\$ 1,000.00
5	Trench Sheeting Shoring Bracing	1	LS	\$ 4,000.00
*6	SS Bypass Flow Control	1	LS	\$ 7,000.00
7	HMA Type A, Full Depth	36	TONS	\$ 14,040.00
8	Grind and Remove Existing Roadway	35	CY	\$ 7,000.00
9	Remove Concrete (Final Pay Item)	120	SF	\$ 3,840.00
10	Minor Concrete, Curb and Gutter (Final Pay Item)	20	LF	\$ 2,700.00
11	Minor Concrete, Sidewalk and Bulbouts (Final Pay Item)	100	SF	\$ 3,000.00
12	Minor Concrete, 6" @ Curb Ramp and Driveway (Final Pay Item)	40	SF	\$ 2,800.00
*13	Remove 2-Sack Slurry Backfill	2	CY	\$ 3,400.00
14	Construct 24" SD Pipe	55	LF	\$ 24,750.00
15	CIPP Existing 24" CMP	160	LF	\$ 104,000.00
16	OMIT	NA	NA	\$ -
17	Construct New SD Manhole	1	EA	\$ 10,000.00
18	Construct New Catch Basin	1	EA	\$ 9,500.00
19	Remove 24" SD Pipe	55	LF	\$ 6,875.00
20	Remove Existing Catch Basin	1	EA	\$ 6,500.00
21	Remove Existing SD Junction Box / Manhole	1	EA	\$ 10,000.00
22	Connect New SD Pipe to Existing Manhole	1	EA	\$ 2,600.00
23	Construct SD & SS Crossing (Stem Walls, Backfill)	1	EA	\$ 5,600.00
*24	Repair 8" SS VCP	7	LF	\$ 3,150.00
25	Adjust Monument Cover to Grade, Preserve Monument	1	EA	\$ 9,000.00
*26	Install PG&E Street Light Conduit	1	EA	\$ 2,500.00
*27	Construct New Street Light Foundation	1	EA	\$ 3,500.00
*28	Install Salvaged Street Light	1	EA	\$ 3,000.00
29	Pavement Markings (White)	12	SF	\$ 1,200.00
<i>Job Total:</i>				\$ 279,455.00

EXHIBIT B

INSURANCE

Prior to the beginning of and throughout the duration of the Work, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to AGENCY.

A. CONTRACTOR shall provide the following types and amounts of insurance:

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

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

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

Umbrella or excess liability insurance. [Optional depending on limits required] CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least

as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

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

Workers' compensation insurance. CONTRACTOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

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

Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on a CONTRACTOR's Pollution Liability form or other form acceptable to AGENCY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Builder's risk insurance. Upon commencement of construction and with approval of AGENCY, CONTRACTOR shall obtain and maintain builder's risk insurance for the entire duration of the Project until only the AGENCY has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be CONTRACTOR and AGENCY, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to AGENCY. The policy

shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the AGENCY. The AGENCY will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to Agency to ensure adequacy of terms and sublimits and shall be submitted to the Agency prior to commencement of construction.

Other provisions or requirements

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

Duration of coverage. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. AGENCY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

Primary/noncontributing. Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by AGENCY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess

insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of AGENCY before the AGENCY's own insurance or self-insurance shall be called upon to protect it as a named insured.

Products/completed operations coverage. Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The AGENCY, its officials, officers, agents, and employees, shall be included as additional insureds under the Products and Completed Operations coverage.

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

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

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

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

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

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

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

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

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

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

Agency's right to revise requirements. The AGENCY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90) day advance written notice of such change.

If such change results in substantial additional cost to the CONTRACTOR, the AGENCY and CONTRACTOR may renegotiate CONTRACTOR's compensation.

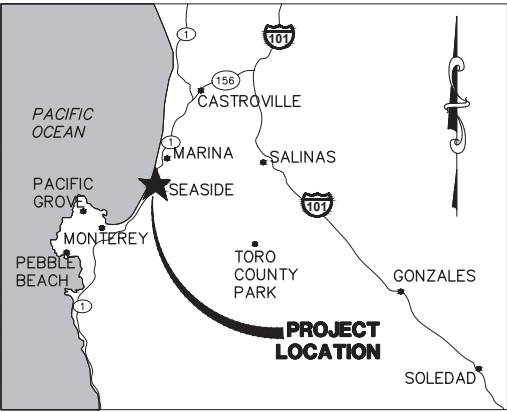
Self-insured retentions. Any self-insured retentions must be declared to and approved by AGENCY. AGENCY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved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

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

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

NOCHE BUENA ST/MINGO AVE STORM DRAIN IMPROVEMENTS PROJECT

CITY OF SEASIDE, MONTEREY COUNTY, CA



LOCATION MAP
NOT TO SCALE

INDEX OF DRAWINGS

SHT #	DWG #	DESCRIPTION
1	T-01	TITLE SHEET
2	N-01	NOTES
3	CD-01	CONSTRUCTION DETAILS
4	CD-02	CONSTRUCTION DETAILS
5	D-01	DEMOLITION PLAN
6	SD-01	STORM DRAIN PLAN & PROFILE
7	P-01	SURFACE IMPROVEMENTS PLAN

BENCHMARK:

ELEVATIONS SHOWN ARE NAVD 1988, AS DETERMINED THROUGH USE OF THE NATIONAL GEODETIC SURVEY'S ONLINE POSITIONING USER SERVICE (OPUS).

UTILITY AGENCY CONTACT INFORMATION

AT&T (TELEPHONE): SUE BARRAZA
SB8239@ATT.COM

CABLECOM (CABLE): MARK ROSE
MARK.ROSE@CABLECOMLLC.NET

CAL-AM (WATER): NINA MILLER
OPERATIONS MANAGER
NINA.MILLER@AMWATER.COM
(831) 884-3175

PG&E: TERI VETERE
TXVE@PGE.COM

PG&E: KATRINA LOPEZ
K1HC@PGE.COM

CITY OF SEASIDE & SCSD (SEWER,
STORM, ETC.):
NISHA PATEL, PE
NPATEL@CI.SEASIDE.CA.US
(831) 899-6884

PROJECT CONTACT INFORMATION

OWNER:
NISHA PATEL, PE
CITY OF SEASIDE
EMAIL: NPATEL@CI.SEASIDE.CA.US

CIVIL ENGINEER:
JEFF KREBS
HARRIS & ASSOCIATES
PHONE: (831) 444-1431
EMAIL: JEFF.KREBS@WEAREHARRIS.COM

ABBREVIATIONS

AB	AGGREGATE BASE	N.I.C.	NOT IN CONTRACT
AC	ASPHALT CONCRETE	NTS	NOT TO SCALE
ADA	AMERICANS WITH DISABILITIES ACT	O.C.	ON CENTER
AVE	AVENUE	OG	ORIGINAL GRADE
BC	BEGIN CURVE / BACK OF CURB	PB	PULL BOX
BW	BACK OF WALK	PCC	PORTLAND CEMENT CONCRETE
C&G	CONCRETE CURB & GUTTER	PG&E	PACIFIC GAS AND ELECTRIC
CB	CATCH BASIN	P/L	PROPERTY LINE
CL	CENTERLINE	PVC	POLYVINYL CHLORIDE
CLR	CLEAR	R	RADIUS
CMP	CORRUGATED METAL PIPE	ROW / R/W	RIGHT OF WAY
CONC.	CONCRETE	RCP	REINFORCED CONCRETE PIPE
CONF	CONFORM	RD	ROAD
CONT.	CONTINUOUS	RET	RETAINING
CR	CURB RETURN / CURB RAMP	R&R	REMOVE AND REPLACE
CY	CUBIC YARD	RR	RAILROAD
DI	DRAINAGE INLET	RT	RIGHT
DIA., Ø	DIAMETER	S	SLOPE
DIM	DIMENSION	SD	STORM DRAIN
DR	DRIVE	SDCB	STORM DRAIN CATCH BASIN
DS	DOWNSTREAM	SDMH	STORM DRAIN MANHOLE
DWG.	DRAWING	SF	SQUARE FEET
DWY/DW	DRIVEWAY	SL	STREET LIGHT
EA	EACH	SPEC / SPECS	SPECIFICATIONS
EG	EXISTING GRADE	SS	SANITARY SEWER
EP	EDGE OF PAVEMENT	SSCO	SANITARY SEWER CLEANOUT
EX, EXIST, (E)	EXISTING	SSRI	SANITARY SEWER RODDING INLET
FG	FINISHED GRADE	SSMH	SANITARY SEWER MANHOLE
FH	FIRE HYDRANT	ST	STREET
FL	FLOWLINE	STD	STANDARD
FOC	FACE OF CURB	STL	STEEL
FO	FIBER OPTIC	SW	SIDEWALK
FT	FEET	SWPPP	STORMWATER POLLUTION PREVENTION PLAN
G	GAS	SY	SQUARE YARD
GB	GRADE BREAK	T	TELEPHONE
GV	GAS VALVE	TC	TOP OF CURB
HDPE	HIGH DENSITY POLYETHYLENE	TYP.	TYPICAL
HMA	HOT MIX ASPHALT	UNK / UN	UNKNOWN
HP	HIGH POINT	US	UPSTREAM
IN	INCHES	U.S.A	UNDERGROUND SERVICE ALERT
INV	INVERT	UTIL	UTILITY
IP	IRON PIPE	V	VERTICAL
JT	JOINT TRENCH	VG	VALLEY GUTTER
LF	LINEAR FEET	W	WATER
LN	LANE	WM	WATER METER
LT	LEFT	WSP	WELDED STEEL PIPE
MAX.	MAXIMUM	WV	WATER VALVE
MIN.	MINIMUM		
MON	MONUMENT		
(N)	NEW		
NF	NOT FOUND		

CONSTRUCTION SET

APPROVED BY:

NISHA PATEL, PUBLIC WORKS DIRECTOR/CITY ENGINEER, RCE 72491

June 30, 2024

EXPIRATION DATE:

DATE: _____



REVISIONS	NO.	DATE	INITIAL	DESCRIPTION
	1			
	2			
	3			
	4			
	5			
	6			
	7			

Harris & Associates

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



CITY OF SEASIDE
440 HARCOURT AVE. SEASIDE, CA 93955

NOCHE BUENA AVE/MINGO ST
SD IMPROVEMENTS PROJECT

TITLE SHEET

DESIGNED BY:
DATE: 8/17/2022
SCALE:
PROJECT NO. 1220124001
DRAWING NO. T-01
SHEET 1 OF 7



Know what's below.
Call before you dig.

Exhibit C

GENERAL NOTES

1. DISTANCES SHOWN ON DRAWING ARE HORIZONTAL MEASUREMENTS.
2. ALL UNDERGROUND UTILITIES MAY NOT BE SHOWN. THOSE SPECIFICALLY SHOWN ON PLANS ARE APPROXIMATE LOCATIONS. IT IS CONTRACTOR'S RESPONSIBILITY TO VERIFY EXACT LOCATION AND DEPTH OF UTILITIES THROUGH POTHOLING IN THE FIELD. CALL "UNDERGROUND SERVICE ALERT" (U.S.A.) AT 811 AT LEAST 48 HOURS BEFORE DIGGING OR DEMOLITION OF IMPROVEMENTS. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF CONTRACTOR'S FAILURE TO VERIFY LOCATIONS OF EXISTING UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION MUST BE BORNE BY CONTRACTOR.
3. THE DIMENSIONS FOR PAVEMENT ARE APPROXIMATE AND FOR REFERENCE ONLY.
4. CONTRACTOR IS RESPONSIBLE FOR MAKING ALL ARRANGEMENTS FOR SITE INSPECTIONS. CONTRACTOR MUST INSURE THAT ALL APPLICABLE CURRENT STANDARDS ARE OBSERVED PRIOR TO BEGINNING OF ANY PHASE OF CONSTRUCTION WORK.
5. CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE OF ALL NEW WORK. CONTRACTOR SHALL PROVIDE A WATER FLOOD TEST, USING A WATER TRUCK, AND SHALL CORRECT ANY STANDING WATER "BIRDBATH" WHICH EXCEEDS 1/2" IN DEPTH AT THEIR OWN EXPENSE.
6. DUST CONTROL DURING ALL PHASES OF CONSTRUCTION IS RESPONSIBILITY OF CONTRACTOR. IT IS ALSO CONTRACTOR'S RESPONSIBILITY TO MAINTAIN CLEANLINESS OF EXISTING AND REHABILITATED STREETS IN CONSTRUCTION AREA.
7. ALL PAVING EQUIPMENT SHALL BE CLEANED OFF SITE.
8. ALL STREET, SIDEWALK AND HAUL ROUTES SHALL BE KEPT CLEAN AND CLEAR OF DEBRIS, DIRT AND DUST IN A MANNER ACCEPTABLE TO LOCAL AGENCY.
9. THE INSTALLATION OF EROSION CONTROL FACILITIES AND MEASURES IS NECESSARY AT ALL TIMES. USE FILTER FABRICS, SAND BAGS OR OTHER TYPE OF STORM DRAIN PROTECTION TO PROTECT THE STORM DRAINS FROM POLLUTANT DISCHARGES. REFER TO THE PROJECT SPECIFICATIONS FOR ADDITIONAL GUIDELINES.
10. WATER USED FOR DUST CONTROL AND COMPACTION MAY BE PURCHASED FROM CAL-AM PRIOR TO START OF WORK. ANY FEES OR DEPOSITS ARE CONTRACTOR'S RESPONSIBILITY UNLESS OTHERWISE SPECIFIED.
11. ANY DAMAGE TO EXISTING FACILITIES INCLUDING BUT NOT LIMITED TO TREES, FENCES AND PAVEMENT SURFACES SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE. CONTRACTOR MUST RESTORE ANY AND ALL PAVEMENT AND OTHER FACILITIES OUTSIDE LIMITS OF WORK AFFECTED BY CONSTRUCTION OPERATIONS TO PRECONSTRUCTION CONDITIONS AT NO ADDITIONAL COST.
12. TRAFFIC CONTROL DURING CONSTRUCTION IS CONTRACTOR'S RESPONSIBILITY AND IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAGGERS AND OTHER DEVICES TO PROVIDE FOR SAFE PASSAGE OF PUBLIC VEHICULAR AND PEDESTRIAN TRAFFIC. CONTRACTOR MUST SUBMIT TRAFFIC CONTROL & SIGNING PLAN TO CITY AT PRE-CONSTRUCTION MEETING.
13. TRAFFIC CONTROL SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE LATEST "CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (CA MUTCD) PUBLISHED BY CALTRANS, AND AS REQUIRED IN THE PROJECT SPECIFICATIONS. THE CONTRACTOR SHALL PROVIDE TEMPORARY BICYCLE AND PEDESTRIAN ACCESS TO PROPERTIES DURING ALL CONSTRUCTION PHASES. TRAFFIC CONTROL PLAN SHALL SHOW HOW ACCESS WILL BE PROVIDED AND ACCOMPLISHED FOR PEDESTRIANS. THE CONTRACTOR SHALL MAINTAIN VEHICULAR AND PEDESTRIAN ACCESS TO RESIDENCES, SCHOOLS, AND BUSINESSES AFFECTED BY THE PROJECT THROUGHOUT THE LIFE OF THE CONTRACT AT ALL TIMES UNLESS EXPRESSLY AUTHORIZED BY THE CITY TO DO OTHERWISE.
14. CONTRACTOR IS RESPONSIBLE TO MEET WITH CITY OF SEASIDE AT LEAST 48 HOURS IN ADVANCE OF START OF CONSTRUCTION, AND PROVIDE 24 HOUR NOTICE ON ALL INSPECTIONS, EXCLUDING WEEKENDS AND HOLIDAYS.
15. CONTRACTOR MUST PROVIDE ADVANCE NOTIFICATION TO ALL TRANSPORTATION COMPANIES, EMERGENCY SERVICES, AND OTHER IMPACTED PARTIES OF CONSTRUCTION SCHEDULE TO ALLOW COORDINATION, IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT SPECIFICATIONS.
16. HAUL ROUTES MUST BE ONLY ON THOSE STREETS AS PRE-APPROVED BY CITY ENGINEER.
17. ALL SURVEY MONUMENTS DISTURBED OR COVERED DURING CONSTRUCTION MUST BE PERPETUATED BY A REGISTERED LAND SURVEYOR PER THE SPECIAL PROVISIONS.
18. ENTERING INTO THIS CONTRACT WITH THE CITY INDICATES THAT THE CONTRACTOR HAS VISITED THE SITE, IS FAMILIAR WITH THE EXISTING FIELD CONDITIONS AND REVIEWED THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.
19. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2015 CALTRANS STANDARD SPECIFICATIONS, 2015 CALTRANS STANDARD PLANS AND ANY ADDENDUM THERETO, CITY OF SEASIDE STANDARDS, LATEST EDITION OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD) AND AS SHOWN ON THE PROJECT PLANS AND SPECIAL PROVISIONS
20. ALL DRAWINGS ARE CONSIDERED PART OF THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEW AND COORDINATION OF ALL DRAWINGS PRIOR TO START OF CONSTRUCTION. ANY DISCREPANCIES THAT OCCUR SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE START OF CONSTRUCTION SO THAT A CLARIFICATION MAY BE ISSUED. WORK IN CONFLICT WITH THE CONTRACT DOCUMENTS OR BUILDING CODE REQUIREMENTS SHALL BE CORRECTED BY THE CONTRACTOR AT HIS OWN EXPENSE
21. CONTRACTOR AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND AGENTS FROM LIABILITY AS PROVIDED IN THE CONSTRUCTION CONTRACT.

22. BIDDERS SHOULD NOTE THE PRESENCE OF TREES AND OVERHEAD UTILITIES IN THE WORK AREA. AS PART OF THEIR PRE-BID INSPECTION. BIDDERS SHALL NOTE THE TYPE AND LOCATION OF OVERHEAD UTILITIES IN THE PROPOSED WORK AREA. FOR CLARITY PURPOSES, OVERHEAD UTILITIES ARE NOT SHOWN ON THE PLANS.
23. SPECIFIC NOTES AND DETAILS TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS.
24. EXISTING FEATURES AND FACILITIES ARE SHOWN IN THEIR APPROXIMATE LOCATION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY LOCATIONS, ELEVATION, ETC. OF EXISTING FACILITIES AND IMMEDIATELY NOTIFY THE CITY IN WRITING OF ANY FIELD CONFLICTS PRIOR TO START OF CONSTRUCTION.
25. ELEVATIONS WHERE INDICATED IN THE DRAWINGS ARE BASED ON AVAILABLE INFORMATION DURING PREPARATION OF THE DRAWINGS. ANY SIGNIFICANT DEVIATIONS FROM THE ACTUAL SITE CONDITIONS SHALL BE REPORTED TO THE CITY.
26. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT WRITTEN AUTHORIZATION FROM THE CITY.
27. ANY SURFACE UTILITIES, SUCH AS MANHOLES, VALVES, MONUMENTS, DRAIN INLETS, DETECTOR HAND HOLES AND UTILITY BOXES SHOWN TO BE WITHIN CONSTRUCTION LIMITS SHALL BE ADJUSTED IN ELEVATION TO MATCH THE FINISHED ROADWAY SURFACE. UTILITY COVERS SHALL NOT BE STRIPED OVER. CONTRACTOR SHALL COORDINATE WITH THE RESPECTIVE UTILITY OWNER PRIOR TO ADJUSTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR WORKING AROUND AND PROTECTING ALL EXISTING FACILITIES ADJACENT TO THE WORK AREA.
28. THE CONTRACTOR IS RESPONSIBLE FOR MATCHING EXISTING STREETS, SURROUNDING LANDSCAPE, AND ALL OTHER EXISTING CONDITIONS WITH A SMOOTH TRANSITION IN PAVING, CURBS, GUTTERS, SIDEWALKS, GRADING, ETC., AND TO AVOID ANY ABRUPT OR APPARENT CHANGES IN GRADES OR CROSS SLOPES, LOW SPOTS, AND HAZARDOUS CONDITIONS.
29. THE CONTRACTOR SHALL SUBMIT TRAFFIC CONTROL PLANS TO THE ENGINEER FOR APPROVAL A MIN. OF 72 HOURS PRIOR TO THE START OF ANY WORK. TRAFFIC CONTROL SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE LATEST "CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (CA MUTCD) PUBLISHED BY CALTRANS, AND AS REQUIRED IN THE PROJECT SPECIFICATIONS. THE CONTRACTOR SHALL PROVIDE TEMPORARY PEDESTRIAN ACCESS TO PROPERTIES DURING ALL CONSTRUCTION PHASES. TRAFFIC CONTROL PLAN SHALL SHOW HOW ACCESS WILL BE PROVIDED AND ACCOMPLISHED FOR PEDESTRIANS. THE CONTRACTOR SHALL MAINTAIN VEHICULAR AND PEDESTRIAN ACCESS TO RESIDENCES, SCHOOLS AND BUSINESSES AFFECTED BY THE PROJECT THROUGHOUT THE LIFE OF THE CONTRACT AT ALL TIMES UNLESS EXPRESSLY AUTHORIZED BY THE CITY TO DO OTHERWISE.
30. THE CONTRACTOR SHALL NOTIFY CITY'S PUBLIC WORKS DEPARTMENT PRIOR TO CUTTING AND/OR REMOVING ANY TREE ROOTS LARGER THAN FOUR (4) INCHES IN DIAMETER.
31. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL REQUIREMENTS REGARDING MATERIAL, METHODS OF WORK, AND DISPOSAL OF EXCESS AND WASTE MATERIALS.
32. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED INSPECTION AND PERMITS, AND PROVIDE NOTICES REQUIRED BY THE CITY.
33. CONCRETE CURB, GUTTER AND SIDEWALK REMOVAL AND REPLACEMENT MUST BE KEPT TO ONE SIDE OF THE STREET UNTIL WORK FOR THAT SIDE IS COMPLETE, KEEPING THE OTHER SIDE FREE OF OBSTRUCTION FOR THE NEIGHBORHOOD'S SAFE USE.
34. AT THE COMPLETION OF WORK, THE CONTRACTOR SHALL REMOVE ALL USA MARKS. STAINS AND BLEMISHES RESULTING FROM CONSTRUCTION OPERATIONS THROUGHOUT THE CONTRACT.
35. ALL PAVEMENT CONFORMS SHALL BE SAWCUT IN A CLEAN STRAIGHT EDGE, INCLUDING AT DRIVEWAYS. ANY PAVEMENT CONFORM THAT IS NOT CLEAN WILL BE REJECTED AND SHALL BE CORRECTED BY THE CONTRACTOR AT HIS OWN EXPENSE.
36. LIMITS OF CURB, GUTTER AND SIDEWALK SHOWN ON PLANS TO BE REPLACED ARE APPROXIMATE. EXACT LIMITS SHALL BE DETERMINED IN THE FIELD AS DIRECTED BY THE ENGINEER.

EROSION CONTROL NOTES

1. CONTRACTOR TO PROVIDE EROSION CONTROL MEASURES IN ACCORDANCE WITH THE LATEST "CALTRANS CONSTRUCTION SITE BEST MANAGEMENT PRACTICES MANUAL."
2. CONTRACTOR TO MAINTAIN/REVISE EROSION CONTROL MEASURES AS NEEDED TO PROTECT AND PREVENT SEDIMENT FROM LEAVING THE SITE DURING VARIOUS STAGES/PHASES OF REMOVAL NOT SHOWN ON THE EROSION CONTROL PLAN.
3. CONTRACTOR SHALL SWEEP THE ROAD IN THE VICINITY OF THE PROJECT AREAS AS OFTEN AS NECESSARY THROUGHOUT THE WORK DAY TO COMPLETE REMOVE ALL DEBRIS ASSOCIATED WITH PROJECT ACTIVITIES.
4. CONTRACTOR TO ADD SEDIMENT BARRIER TO ALL PERIMETER STORM DRAIN INLETS THAT ACCEPT RUNOFF FROM SITE PER DETAIL 13 ON SHEET CD-02.



REVISIONS	NO.	DATE	INITIAL	DESCRIPTION
	△			
	△			
	△			
	△			
	△			



Harris & Associates

450 Lincoln Avenue, suite 103, Salinas, CA 93901

p: 831.233.9242 * WeAreHarris.com



CITY OF SEASIDE

440 HARCOURT AVE. SEASIDE, CA 93955

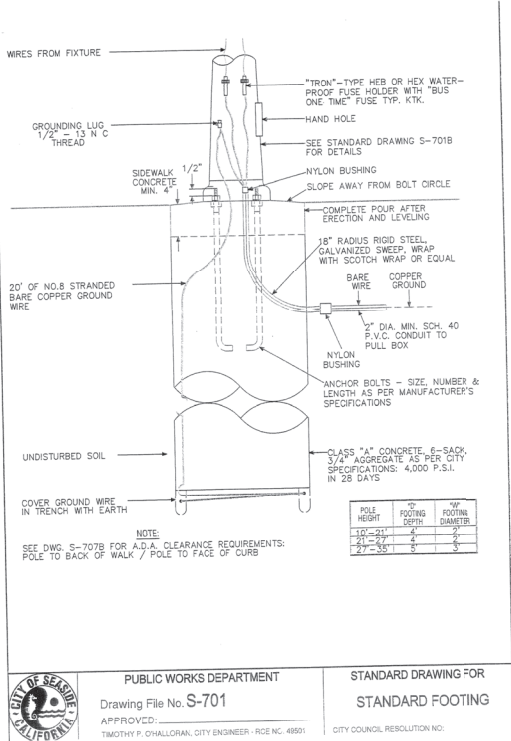
NOCHE BUENA AVE/MINGO ST

SD IMPROVEMENTS PROJECT

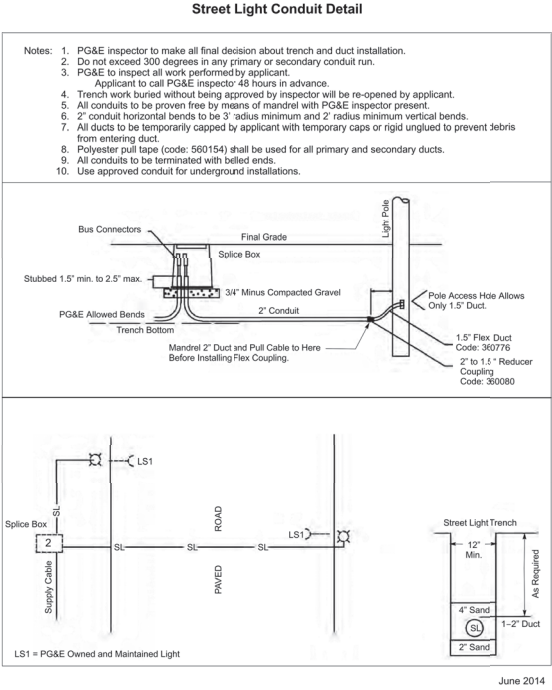
NOTES

DESIGNED BY:
DATE: 8/17/2022
SCALE:
PROJECT NO. 1220124001
DRAWING NO. N-01
SHEET 2 OF 7

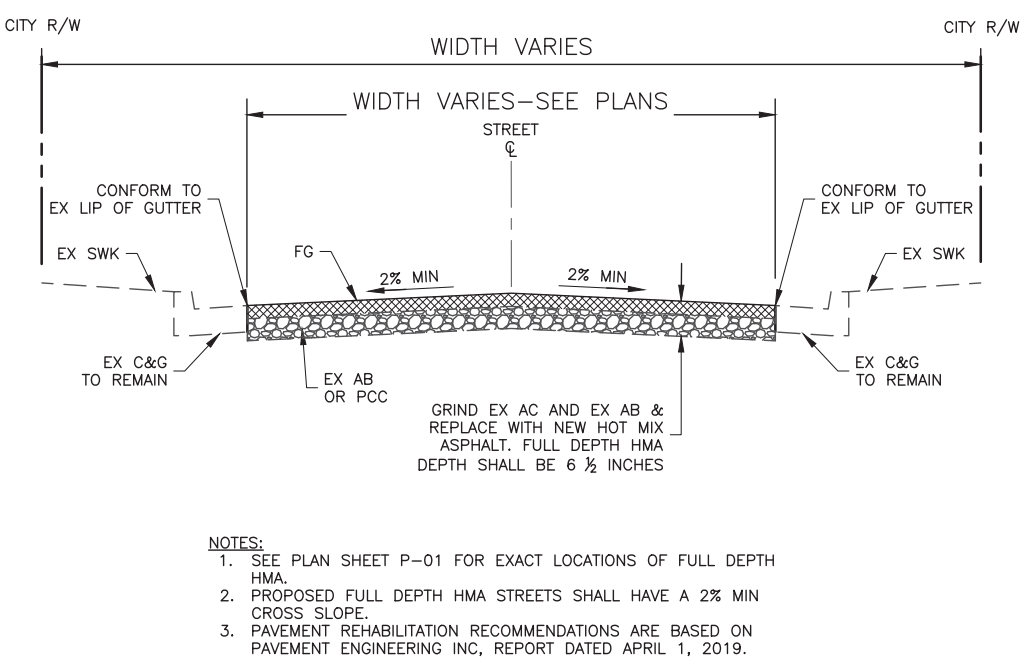
Exhibit C



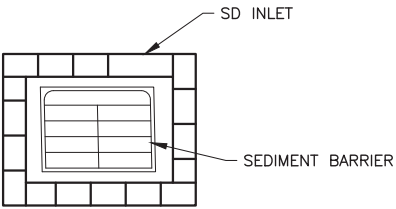
10 STREET LIGHT FOOTING
- NOT TO SCALE



11 PG&E STREET LIGHT CONDUIT
- NOT TO SCALE



12 FULL DEPTH HMA (TYP)
- NOT TO SCALE



- NOTES:
1. CONTRACTOR TO MAINTAIN/REVISE EROSION CONTROL MEASURES AS NEEDED TO PROTECT AND PREVENT SEDIMENT FROM LEAVING THE SITE DURING VARIOUS STAGES/PHASES OF REMOVAL NOT SHOWN ON THE EROSION CONTROL PLAN.
 2. REFER TO SC-10 TEMPORARY DRAINAGE INLET PROTECTION IN THE CALTRANS CONSTRUCTION SITE BEST MANAGEMENT PRACTICES (BMP) MANUAL.

13 INLET PROTECTION
- NOT TO SCALE



REVISIONS	NO.	DATE	DESCRIPTION
	1		
	2		
	3		
	4		
	5		

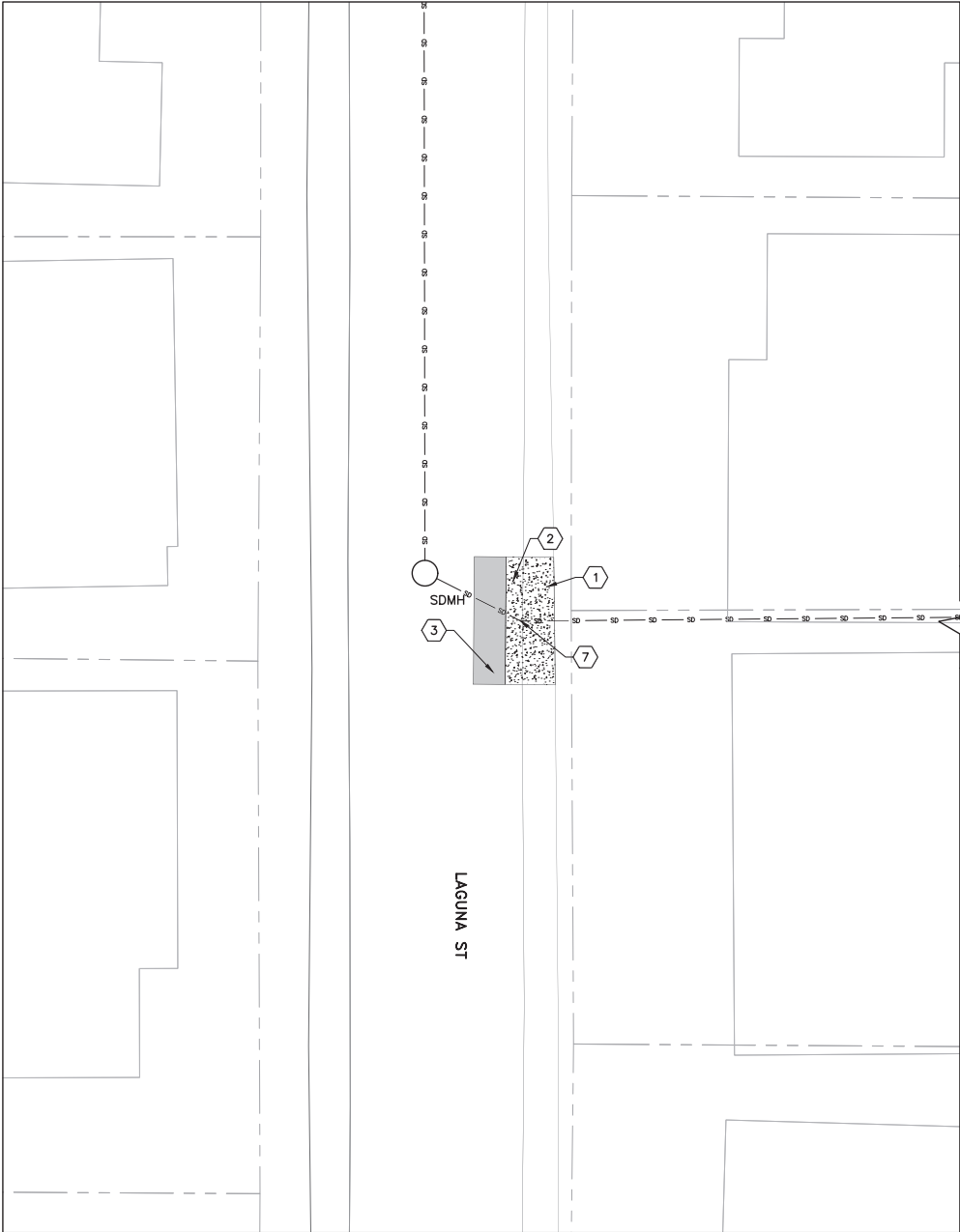
Harris & Associates

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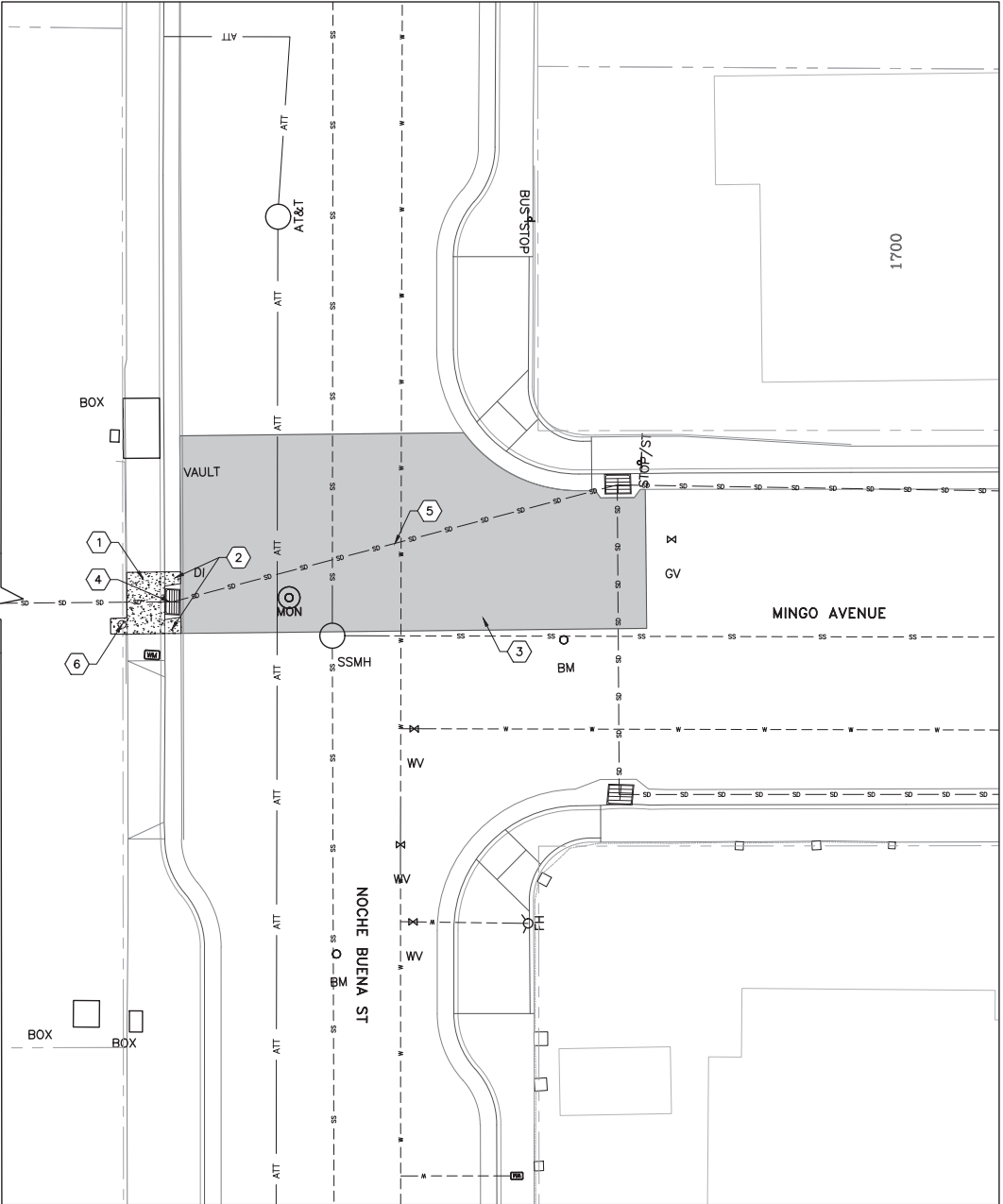


CITY OF SEASIDE
440 HARCOURT AVE. SEASIDE, CA 93955
**NOCHE BUENA AVE/MINGO ST
SD IMPROVEMENTS PROJECT**
CONSTRUCTION DETAILS

DESIGNED BY:
DATE: 8/17/2022
SCALE:
PROJECT NO. 1220124001
DRAWING NO. CD-02
SHEET 4 OF 7



PLAN
SCALE: 1"=10'



PLAN
SCALE: 1"=10'



DEMOLITION NOTES:

- 1 REMOVE AND OFF-HAUL EXISTING CONCRETE.
- 2 REMOVE AND OFF-HAUL EXISTING CURB AND GUTTER.
- 3 REMOVE AND OFF-HAUL EXISTING ROADWAY ASPHALT.
- 4 REMOVE EXISTING DRAIN CATCH BASIN.
- 5 REMOVE EXISTING STORM DRAIN PIPE.
- 6 EXISTING STREET LIGHT AND FOUNDATION WERE PREVIOUSLY REMOVED AND BACKFILLED WITH 2-SACK SLURRY. CONTRACTOR TO REMOVE THE 2-SACK SLURRY BACKFILL.
- 7 REMOVE EXISTING JUNCTION BOX/MANHOLE. EXACT LOCATION AND TYPE OF STORM DRAIN FEATURE TO BE VERIFIED IN THE FIELD BY THE CONTRACTOR.

LEGEND:

- EXISTING ROADWAY PAVEMENT TO BE REMOVED AND OFF-HAULED.
- EXISTING CONCRETE TO BE REMOVED AND OFF-HAULED.

Harris & Associates

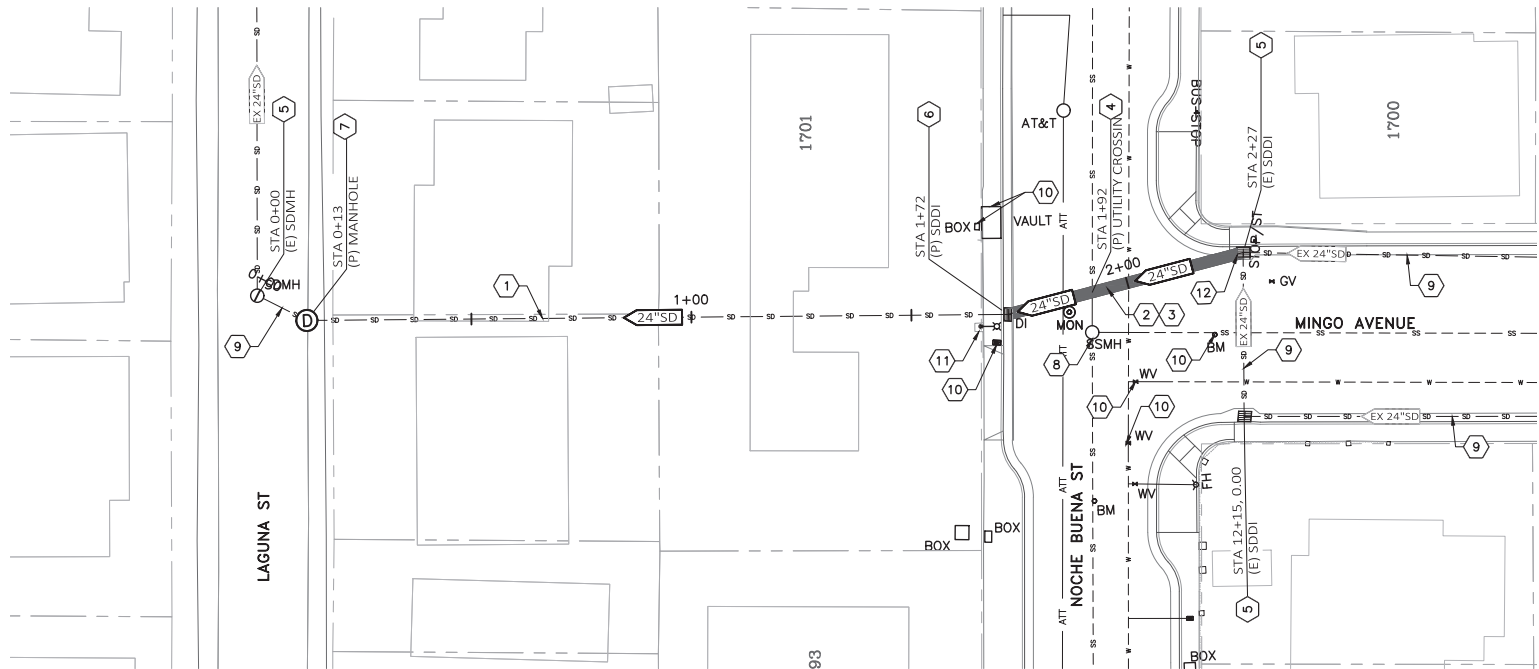


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CITY OF SEASIDE
440 HARCOURT AVE. SEASIDE, CA 93955
NOCHE BUENA AVE/MINGO ST
SD IMPROVEMENTS PROJECT
DEMOLITION PLAN

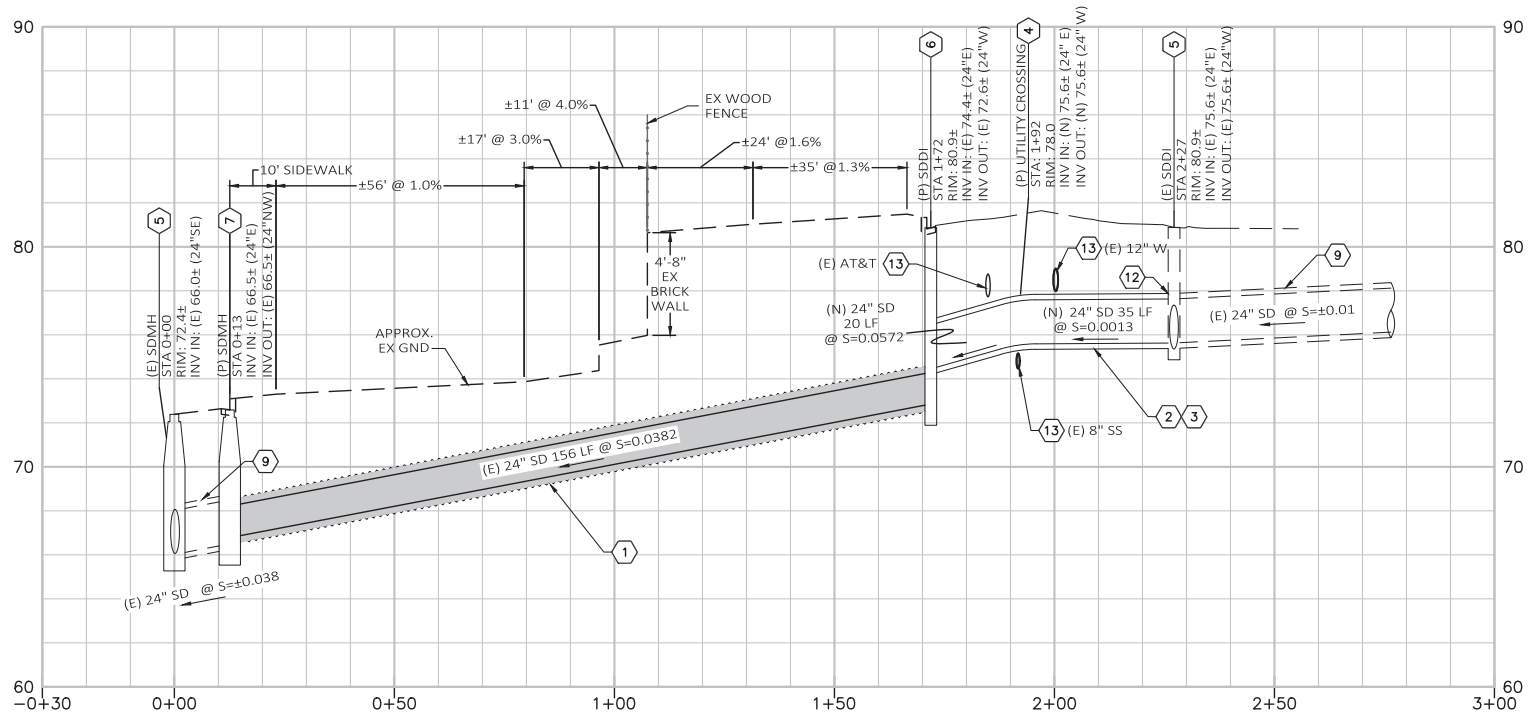
DESIGNED BY:
DATE: 8/17/2022
SCALE:
PROJECT NO. 1220124001
DRAWING NO. D-01
SHEET 5 OF 7



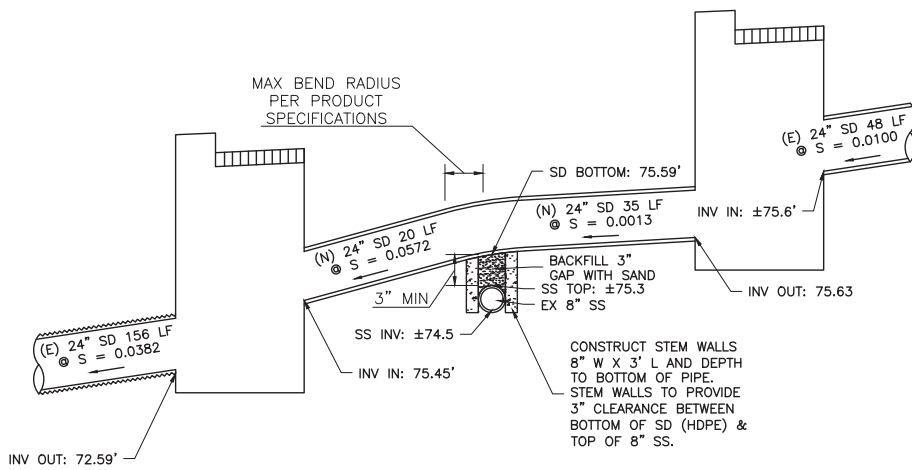
PLAN
SCALE: 1"=20'

STORM DRAIN NOTES:

- 1 EXISTING 24" CMP SD PIPE TO REMAIN AND BE REPAIRED VIA CURED IN PLACE PIPE (CIPP) LINING.
- 2 REMOVE EXISTING 24" SD (CMP) PIPE VIA OPEN TRENCH.
- 3 CONSTRUCT NEW 24" SD (SDR 35 HDPE OR APPROVED EQUAL) PIPE VIA OPEN TRENCH.
- 4 PROPOSED 24" SD (HDPE) TO PROVIDE 3" MIN CLEARANCE OVER THE TOP OF EXISTING 8" SS PIPE. PROPOSED 24" SD (HDPE) PIPE TO BEND TO PROVIDE FALL TOWARDS DOWNSTREAM CATCHBASIN. REFER TO DETAIL 1 ON THIS SHEET.
- 5 EXISTING SD CATCH BASIN/SD MANHOLE TO REMAIN. PROTECT IN PLACE.
- 6 REMOVE EXISTING CATCH BASIN AND CONSTRUCT NEW CATCH BASIN TYPE GO PER CALTRANS STANDARD PLAN D74B. REFER TO DETAIL 1 ON SHEET CD-01.
- 7 CONSTRUCT NEW STORM DRAIN MANHOLE PER CITY STANDARD DETAILS S-401 AND S-406. REFER TO DETAILS 2 AND 3 ON SHEET CD-01.
- 8 EX SSMH TO REMAIN. PROTECT IN PLACE.
- 9 EX SD PIPE TO REMAIN. PROTECT IN PLACE.
- 10 EXISTING UTILITY COVER TO REMAIN. PROTECT IN PLACE.
- 11 EXISTING CMU WALL TO REMAIN. PROTECT IN PLACE.
- 12 CONNECT NEW STORM DRAIN PIPE TO EXISTING CATCHBASIN. REFER TO DETAIL 6 ON SHEET CD-01.
- 13 EXACT ELEVATIONS TO BE DETERMINED. CONTRACTOR TO POTHOLE ALL UTILITY CROSSINGS.



PROFILE
SCALE: HORIZONTAL: 1"=20'
VERTICAL: 1"=4'



1 SD AND SS CROSSING
NOT TO SCALE



Harris & Associates

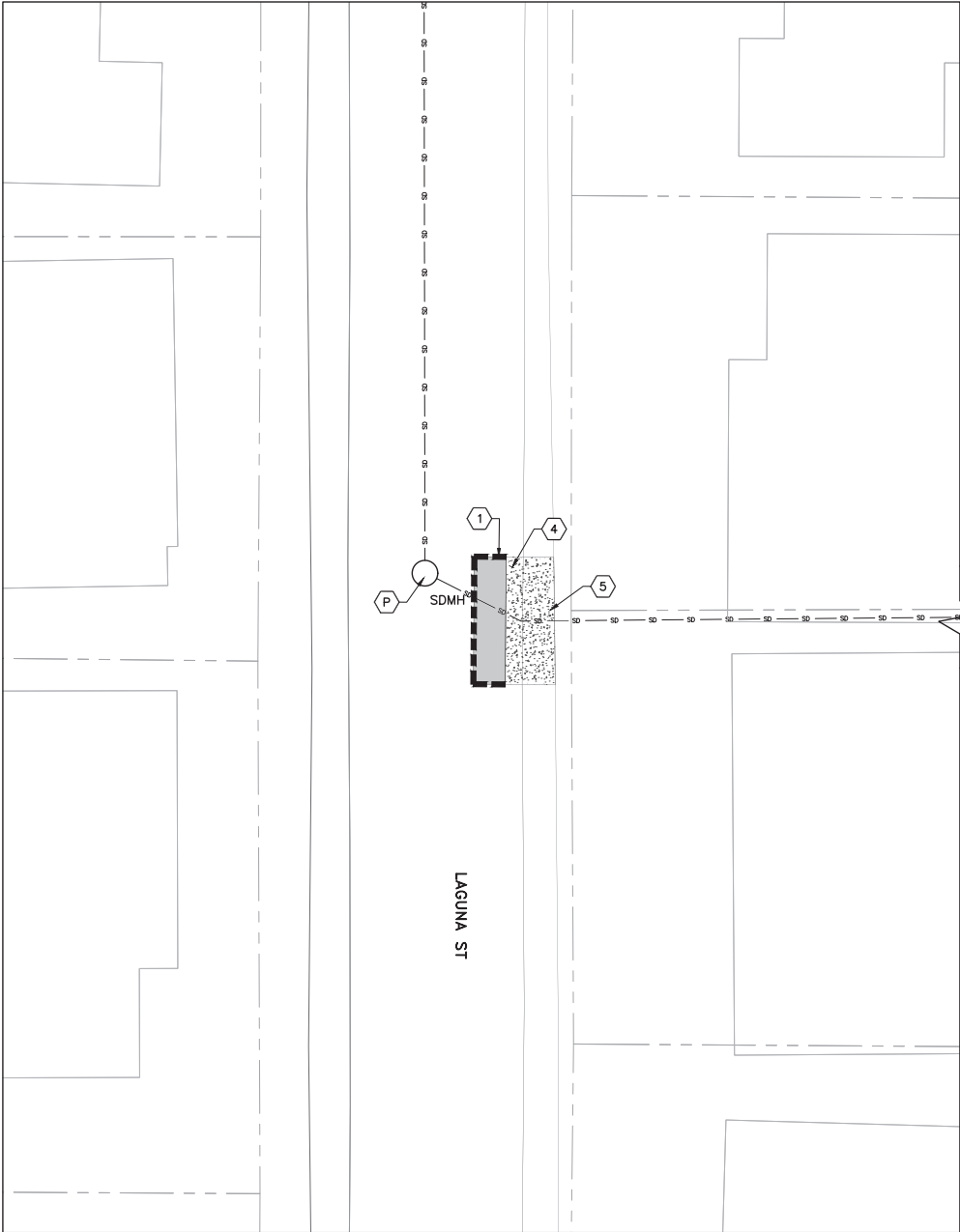
450 Lincoln Avenue, suite 103, Salinas, CA 93901
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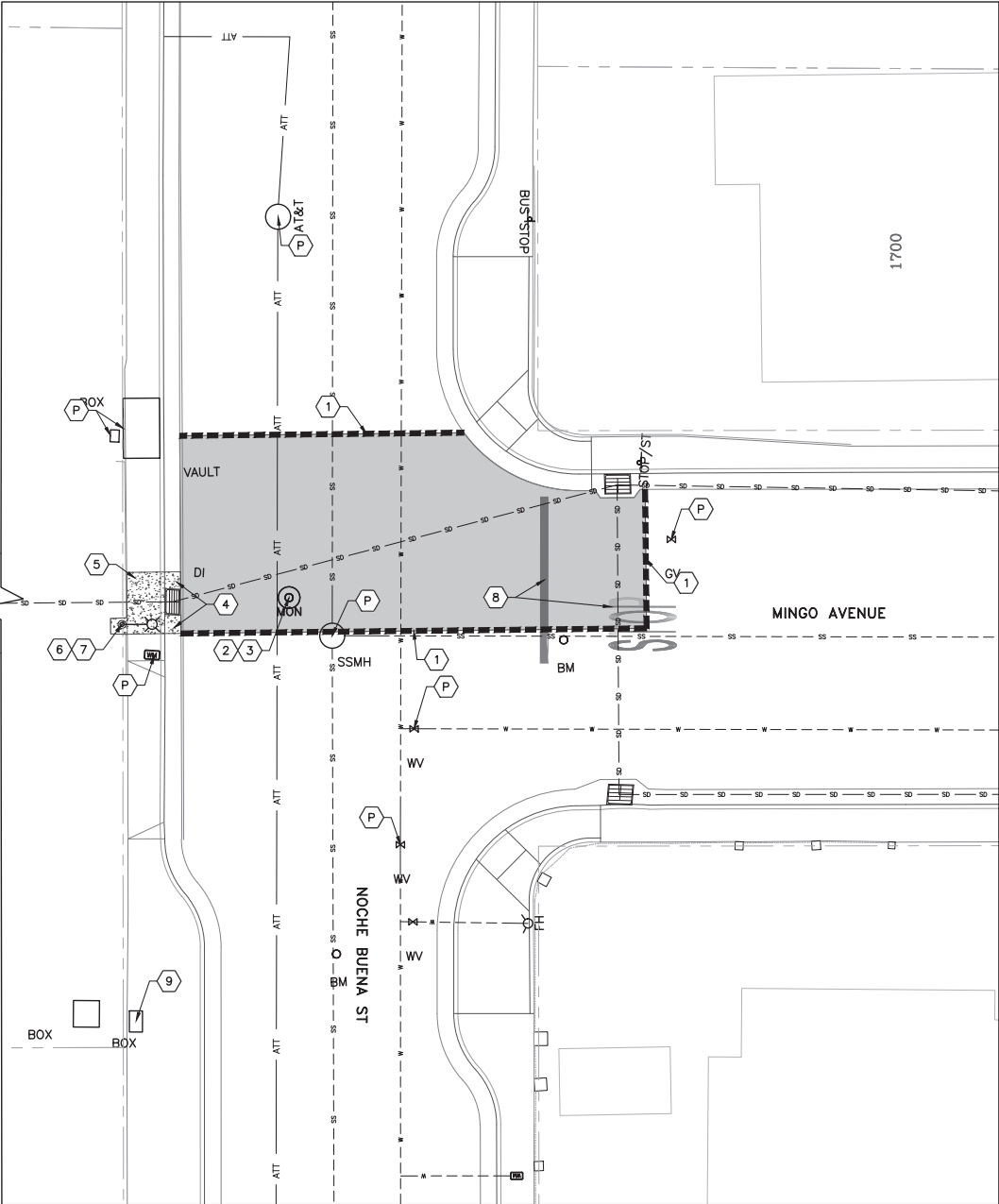
CITY OF SEASIDE
440 HARCOURT AVE. SEASIDE, CA 93955
**NOCHE BUENA AVE/MINGO ST
SD IMPROVEMENTS PROJECT**

SD PLAN & PROFILE

DESIGNED BY:
DATE: 8/17/2022
SCALE:
PROJECT NO. 1220124001
DRAWING NO. SD-01
SHEET 6 OF 7



PLAN
SCALE: 1"=10'



PLAN
SCALE: 1"=10'



CONSTRUCTION NOTES:

- (P) PROTECT IN PLACE.
- (1) LIMITS OF WORK FOR FULL DEPTH HMA PER DETAIL 12 ON SHEET CD-02. EXACT LIMITS TO BE DETERMINED IN THE FIELD BY THE ENGINEER.
- (2) LOWER ALL EXISTING UTILITY FRAMES, COVERS, VAULTS, AN/OR MONUMENTS PRIOR TO REMOVING EXISTING ASPHALT AND RAISE TO NEW FINISH GRADE AFTER PLACEMENT OF NEW ASPHALT.
- (3) PRIOR TO CONSTRUCTION, THE CONTRACTOR'S SURVEYOR SHALL LOCATE AND TIE OUT ALL EXISTING SURVEY MONUMENTS WITHIN THE LIMITS OF WORK AND RECORD WITH COUNTY SURVEYOR. ONCE CONSTRUCTION IS COMPLETE, THE CONTRACTOR'S SURVEYOR SHALL RE-ESTABLISH THE MONUMENTS TO THEIR ORIGINAL PRE-CONSTRUCTION LOCATION PER CITY STANDARD DETAIL S-802. REFER TO DETAIL 7 ON SHEET CD-01.
- (4) REPLACE EXISTING CURB AND GUTTER PER 4 DETAIL 4 ON SHEET CD-01.
- (5) REPLACE EXISTING SIDEWALK PER DETAIL 5 ON SHEET CD-01.
- (6) CONSTRUCT STREET LIGHT FOOTING PER CITY STANDARD DETAIL S-701. REFER TO DETAIL 10 ON SHEET CD-02. AFTER FOOTING IS CONSTRUCTED, REINSTALL THE SALVAGED STREET LIGHT. EXACT LOCATION TO BE DETERMINED.
- (7) INSTALL STREET LIGHT CONDUIT PER PG&E STANDARDS. REFER TO DETAIL 11 ON SHEET CD-02.
- (8) REPLACE STOP MARKING PER DETAIL 8 ON SHEET CD-01. EXACT LOCATION TO BE DETERMINED BY ENGINEER.
- (9) CONNECT STREET LIGHT SERVICE TO EXISTING PG&E SECONDARY BOX.

LEGEND:

- PROPOSED FULL DEPTH HMA. THICKNESS SHOWN IN DETAIL 12 ON SHEET CD-02.
- PROPOSED CONCRETE IMPROVEMENTS.



REVISIONS	NO.	DATE	DESCRIPTION

**Harris & Associates**

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



CITY OF SEASIDE
440 HARCOURT AVE. SEASIDE, CA 93955

**NOCHE BUENA AVE/MINGO ST
SD IMPROVEMENTS PROJECT**

SURFACE IMPROVEMENTS PLAN

DESIGNED BY:
DATE: 8/17/2022
SCALE:
PROJECT NO. 1220124001
DRAWING NO. P-01
SHEET 7 OF 7



CITY OF SEASIDE STAFF REPORT

Item No.: 8.G.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer
Patrick Grogan, Associate Engineer

DATE: September 1, 2022

SUBJECT: ADOPT A RESOLUTION APPROVING AN AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICE AGREEMENT WITH HARRIS & ASSOCIATES FOR FINAL DESIGN AND DESIGN SUPPORT DURING CONSTRUCTION FOR THE NOCHE BUENA STREET EMERGENCY STORM DRAIN IMPROVEMENTS PROJECT FOR AN AMOUNT NOT TO EXCEED \$12,780.00

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute Amendment No. 1 to the professional services agreement with Harris & Associates for design services and design support during construction services for the Noche Buena Street Emergency Storm Drain Improvements Project for an amount not to exceed \$12,780.00.

BACKGROUND

In March of 2022, public works crews discovered a small sink hole in the side walk and landscaping area located in front of the residence at 1701 Noche Buena Street. The sink hole was located at the west side of the intersection, behind the storm drain catch basin, extending approximately 10 feet under the sidewalk and into a planter on the residential parcel. Video investigation of the storm drain system revealed portions of the 24" corrugated metal storm drain pipe that crosses Noche Buena Street, and the 24" corrugated metal storm drain pipe that runs from Noche Buena west to Laguna Street had multiple areas of corrosion, some several feet in area. The corrugated metal storm drain that crosses the intersection of Noche Buena and Mingo presents a current threat to the infrastructure located near it. During a storm event, large flows of storm water will flow through the holes in the pipe, possibly consolidating and shifting native soils, creating a sink hole, and damaging the utilities and pavement in the intersection. This would create a risk to vehicles, pedestrians, and adjacent residences.

On June 21, 2022, the City entered into a professional services agreement (PSA) with Harris & Associates, Inc. (Harris), for project design services for the Noche Buena Street Emergency Storm Drain Improvements Project for the amount of \$24,500.00. Harris & Associates is listed on the City's approved list of firms for On-Call Engineering Services. Harris began developing plans for the project, and assisted in requesting a proposal for construction from Monterey Peninsula Engineers. Additional scope was required to complete the project, including the final design. Design support during construction will also be needed. The City has requested Harris be available to respond to questions, provide clarifications, and provide design updates as new conditions are uncovered in the field. Harris provided a proposal in the amount of \$12,780.00 for the additional services. Staff reviewed the proposal and finds the scope and fee acceptable.

FISCAL IMPACT

On June 21, 2022, the City entered into a Design Professional Services Agreement with Harris & Associates in the amount of \$24,500.00 to perform design of the Noche Buena Street Emergency Storm Drain Improvements . Harris & Associates is included on the City's current On-Call List for Engineering Services.

Amendment no. 1 to the professional services agreement with Harris and Associates to perform final design and design support during construction is for an amount not to exceed \$12,780.00. In addition, a construction agreement contingency of 20%, or \$2556.10, is required for expenses for services for additional unforeseeable issues that may arise during construction and would be added on an as needed by authorization of the City Manager so that the total PSA amount including contingencies does not exceed \$39,836.00. The \$12,780.00 amendment to the Harris & Associates professional services agreement amends their agreement to a total amount of \$37,280.00.

ATTACHMENTS

1. Resolution
2. Amendment No. 1

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES TO PROVIDE FINAL DESIGN SERVICES AND DESIGN SUPPORT DURING CONSTRUCTION SERVICES FOR THE NOCHE BUENA STREET EMERGENCY STORM DRAIN IMPROVEMENTS PROJECT FOR AN AMOUNT NOT TO EXCEED \$12,780.00

WHEREAS, on March 29, 2022, a sink hole caused by corroded corrugated metal storm drain pipe was discovered and a temporary repair was performed near Noche Buena Street and Mingo Avenue; and

WHEREAS, maintenance personnel discovered additional areas of corrosion in the corrugated metal storm drain pipe in and adjacent to the intersection of Noche Buena Street and Mingo Avenue; and

WHEREAS, on June 21, 2022, the City entered into a professional services agreement with Harris & Associates (Harris) for the Noche Buena Street Emergency Storm Drain Improvements Project, in the amount of \$24,500.00, for preliminary design services; and

WHEREAS, Harris has expended the \$24,500.00 budget in the development of the plan set for the Project; and

WHEREAS, on September 1, 2022, the City Council to approved the amending of the professional services agreement to a not-to-exceed amount of \$37,280.00 to secure Harris' services for final design and design support during construction; and

WHEREAS, Harris is on the City approved list of design consultants to provide engineering services; and

WHEREAS, Harris' scope of work is to assist in the design and design support during construction for repairs to corroded corrugated metal storm drain pipe, which presents a current risk to private property and public infrastructure; and

WHEREAS, Staff has determined the proposed scope of work and budget are reasonable; and

WHEREAS, an amount of \$2,556.00 contingency, 20% the amendment value, should be authorized on an as required basis; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute an amendment No. 1 to the Professional Services Agreement with Harris to provide design support during construction, for the Noche Buena Street Emergency Storm Drain Improvements Project for an amount not to exceed \$12,780.00.

BE IT FURTHER RESOLVED that the City Council of the City of Seaside authorizes the City Manager to execute up to an additional 20% contingency for written amendments and extensions such that the full value of the amendment does not exceed \$15,336.00, and the total Professional Services Agreement does not exceed \$39,836.00.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 1st day of September, 2022, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

CONTRACT AMENDMENT #1
PROFESSIONAL SERVICES
City of Seaside

Date: September 1, 2022

Change Requested by: X City/District Consultant

Contract Date

Project Name

 06/21/2022

 Noche Buena Street Emergency Storm Drain Improvements Project

To (Consultant): Harris & Associates

You are directed to make the following changes to the Contract Documents or amend the following described work not included in the contract documents for this project.

The purpose of this addendum is to provide additional professional services related to the project named above. The contract terms and conditions shall not be modified except for as stated herein.

MODIFY the following text in **Section 2, "Services."**

Consultant shall perform the tasks described and set forth in Exhibit A and Exhibit A1 attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A and A1.

MODIFY the following text in **Section 5, "Payment."**

- (a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A and A1, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **THIRTY SEVEN THOUSAND, TWO HUNDRED EIGHTY dollars (\$37,280.00)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

Original Contract Amount	Previous CCO Total (Not including this Amendment)	This Amendment Total	Revised Contract Amount
\$24,500	\$0.00	\$12,780	\$37,280
Original Contract Time	Original Completion Date	Days To Date (Including This Amendment)	Revised Completion Date
12 Months	June, 30, 2023	0	June, 30, 2023

CONTRACT AMENDMENT #1
PROFESSIONAL SERVICES
City of Seaside

SUBMITTED BY:		
	Nisha Patel Public Works Director/City Engineer	8/24/22
Signature	Name and Title	Date
CITY APPROVAL BY:		
	Jaime M. Fontes City Manager	
Signature	Name and Title	Date

CONSULTANT ACCEPTANCE BY:		
	Frank Lopez Vice President	
Signature	Name and Title	Date



Harris & Associates

August 23, 2022

Ms. Nisha Patel
City Engineer
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

AMENDMENT #1 – PROFESSIONAL ENGINEERING SERVICES FOR THE NOCHE BUENA STREET EMERGENCY STORM DRAIN IMPROVEMENTS PROJECT

Dear Ms. Patel:

Harris & Associates is pleased to present the subject Letter Proposal to the City of Seaside (City) for professional engineering services and design services during construction for the “Noche Buena Street Emergency Storm Drain Improvements Project” (the Project).

The following outlines our presumed Project Understanding, Scope of Services, and estimated Fee to provide these services.

PROJECT UNDERSTANDING

On March 31, 2022, Harris & Associates received a telephone call from Ms. Nisha Patel regarding an active storm drain failure on the western side of Noche Buena Street and Mingo Avenue’s tee intersection. The subject failure had caused an active sinkhole, compromised the structural integrity of an existing PG&E overhead streetlight, and other concerning settlements of both public property (i.e., concrete curb, gutter, sidewalk) and private property located at 1701 Noche Buena Street, Seaside, California 93955. During those closing days of March 2022 and early days of April 2022, PG&E had disassembled and removed the existing PG&E overhead streetlight and the city had stabilized the existing sinkhole and surrounding settlements. In addition, the city performed closed-circuit television (CCTV) of the existing storm drain infrastructure upstream (Mingo Avenue) and downstream (towards Laguna Street) of the failures, including the concrete catch basin and curb inlet, and the existing 24-inch diameter corrugated metal pipe (CMP) storm drain.

The city requested that Harris & Associates perform emergency-type professional engineering services that assessed the current situation and proposed engineering solutions that would address storm drain improvements on design drawings, which would then be presented to a local, on-call/as-needed Contractor to physically construct on a similar emergency-type basis.

As discussed with Ms. Nisha Patel and Mr. Patrick Grogan on April 12, 2022, and April 19, 2022, the presumed initial improvements may consist of the following:

1. Proposed 24-inch Diameter Reinforced Concrete Pipe (RCP) Storm Drain on Mingo Avenue via Open-Cut Methods
2. Proposed 24-inch Diameter RCP Storm Drain in Intersection of Noche Buena Street and Mingo Avenue via Open-Cut Methods
3. Proposed Concrete Catch Basin(s) and Curb Inlet(s) in Intersection of Noche Buena Street and Mingo Avenue
4. Proposed Improvements on Private Property (As Needed)
5. Proposed Improvements from Laguna Street to Noche Buena Street (As Required)
6. Miscellaneous Improvements (As Required)

Exhibit A1

After further evaluation of the existing storm drain system, it was determined that the project would involve the following repairs:

- Refurbish 155 LF of existing 24-inch CMP storm drainpipe running from Mingo Street to Laguna Street by means of CIPP Lining
- Remove and Replace 55 LF of existing 24-inch CMP storm drain pipe across the Noche Buena and Mingo Street intersection via open trench and replacing with ADS N-12 pipe.

Harris has exhausted the initial \$24,500 in the design phase due to extensive coordination with the city, coordination with Contractors regarding pricing, preparation of storm drain analysis for multiple design alternatives, and preparation of multiple design alternative for the repairs. On August 9, 2022, Patrick Grogan with City of Seaside requested for Harris to submit an amendment for additional effort to complete the Final Design Plans and design services during construction. Therefore, Harris, is requesting additional budget for Phase 4 and added a new Phase 5 for Design Services during construction.

SCOPE OF SERVICES

1) Phase 4 – Final Design Deliverables

- Task 4.1 – Final Design Drawings:** Harris & Associates will incorporate, address, and document the responses to the pre-final review comments from the City, in addition to design progress, to prepare the final design drawings.
- Task 4.2 – Final Engineer's Opinion of Probable Construction Cost:** An updated EOPCC will be provided based on the status of the project requirements and the development and refinement of the Construction Contract Documents.
- Task 4.3 – Quality Control Review (Final):** Harris & Associates will perform Quality Control (QC) review of the Project's formal deliverables to support high-quality technical deliverables as well as compliance with the Scope of Work. Internal checklists and signoffs by Harris & Associates QA/QC team on deliverables is required but may be performed in concurrence with City review for expediency.

2) Phase 5 - Design Services During Construction

- Task 5.1 – Project Management:** Responsibilities will involve preparation and maintenance of project scope, schedule, budget, and resource management. This task will involve coordination with contractor during construction. Responsibilities also include coordination with Monterey Salinas Transit (MST) to notify MST of work on the bus Route. Coordination with PG&E will also be required for the installation of the streetlight affected by the proposed work.
- Task 5.2 - Respond to RFI (4 assumed):** Harris will respond to RFI's that are submitted by the contractor during the construction phase. 4 RFI's are assumed.

Assumptions and Exclusions

- 1) This Project will be set-up as a time and materials effort regarding Project costs, performed on an emergency, as-needed basis.
- 2) The Scope of Work and Scope of Services are based on what is currently known and may be subject to change as the Project develops.
- 3) Harris & Associates will not perform, or have performed, topographic survey for this Project, unless requested by the City and contracted via Amendment.

Exhibit A1

- 4) Harris & Associates will not perform, or have performed, additional CCTV for this Project, unless requested by the City and contracted via Amendment. Harris & Associates will make CCTV requests to the city as necessary, which will be performed and delivered by City team members.
- 5) Harris & Associates will not perform, or have performed, geotechnical engineering for this Project, unless requested by the City and contracted via Amendment.
- 6) Harris & Associates will not perform, or have performed, structural engineering for this Project, unless requested by the City and contracted via Amendment.
- 7) There will be no front-end documents, nor technical specifications for this Project, as the Construction Contract Documents (i.e., Final Design Drawings only) will be shared directly with the future on-call/as-needed Contractor and no public bidding or competitive bidding environment will be utilized.

PROJECT SCHEDULE

There are no specific milestone delivery dates, but we understand this is an emergency and time is of the essence.

PROPOSED FEES

The proposed estimated fees for the Project are shown below but are for Project initiation set-up purposes as well. Our professional engineering services will be provided on a time and materials basis (T&M).

Phase 4 – Final Design Deliverables: \$8,820

Phase 5 – Design Services During Construction: \$3,960

Total Estimated Fee: \$12,780

We appreciate the opportunity to provide the city with professional engineering services for the Project. If you have any questions, please do not hesitate to call either of us.

Sincerely,

Harris & Associates, Inc.



Jason Caprio, PE, PMP

Engineering Manager

Engineering Consulting

(661) 319-9251 Jason.Caprio@WeAreHarris.com

Attachment – Exhibit A: Amendment #1- Level of Effort

Exhibit A1

Attachment A:
City of Seaside
Amendment #1 – Engineering Design and Construction Management Services
for the Noche Buena Street Emergency Storm Drain Improvement Project



Harris & Associates

FEE ESTIMATE

Task/Subtask	Harris & Associates			Subtotals
	Project Manager	Design Engineer	QA/QC Manager	
Task/Subtask	\$180.00	\$135.00	\$210.00	
Engineering Design Services				
Phase 4 Final Design Deliverables				
4.1 Final Design Drawings	8	32	0	\$5,760
Final Engineer's Opinion of Probable Cost of				
4.2 Construction	4	8	0	\$1,800
4.3 Quality Control Review (Final)	0	0	6	\$1,260
Subtotal Hours =	12	40	6	58
Phase 4 Subtotal (\$) =	\$2,160	\$5,400	\$1,260	\$8,820
Phase 5 Design Services During Construction				
5.1 Project Management	12	0	0	\$2,160
5.2 Respond to RFI (4 assumed)	4	8	0	\$1,800
Subtotal Hours =	16	8	0	24
Phase 5 Subtotal (\$) =	\$2,880	\$1,080	\$0	\$3,960
Total Engineering Design Services =				\$12,780
Total Hours by Classification =	28	48	6	82
Total (\$) by Classification =	\$5,040	\$6,480	\$1,260	\$12,780
Percentage of Time Allocated (by hours) =	34%	59%	7%	
Total (\$) =	\$12,780			\$12,780
Total =				\$12,780

- 1 Harris will not prepare traffic control plans.
- 2 There will be no front end documents nor technical specifications for this project.
- 3 Harris will not perform CCTV of the storm drain pipes.
- 4 Detailed Environmental studies are not included. This project is anticipated to be categorically exempt.



**CITY OF SEASIDE
DESIGN PROFESSIONAL SERVICE AGREEMENT
FOR CONSTRUCTION PROJECTS
NOCHE BUENA STREET EMERGENCY STORM DRAIN
IMPROVEMENTS PROJECT**

THIS AGREEMENT, is made and effective June 21, 2022, between the City of Seaside, a municipal corporation ("Agency") and **HARRIS & ASSOCIATES, INC.**, a corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on June 21, 2022 and shall remain and continue in effect until tasks described herein are completed, but in no event later than **JUNE 30, 2023**, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

3. PERFORMANCE

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

4. AGENCY MANAGEMENT

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

5. PAYMENT

**NOCHE BUENA STREET EMERGENCY STORM DRAIN IMPROVEMENTS
PROJECT**

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **TWENTY FOUR THOUSAND FIVE HUNDRED DOLLARS (\$24,500)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

7. DEFAULT OF CONSULTANT

NOCHE BUENA STREET EMERGENCY STORM DRAIN IMPROVEMENTS PROJECT

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

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

8. OWNERSHIP OF DOCUMENTS

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

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

NOCHE BUENA STREET EMERGENCY STORM DRAIN IMPROVEMENTS PROJECT

9. INDEMNITY AND DEFENSE

(a) Indemnification and Defense for Professional Services

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

(b) For All Other Liabilities

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

10. INSURANCE

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

11. INDEPENDENT CONSULTANT

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

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PROJECT**

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii)

**NOCHE BUENA STREET EMERGENCY STORM DRAIN IMPROVEMENTS
PROJECT**

delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

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

To Consultant: Harris & Associates, Inc.
450 Lincoln Ave., Suite 103
Salinas, Ca 93901

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the Agency. Because of the personal nature of the services to be rendered pursuant to this Agreement, **JASON CAPRIO, PE, PMP, ENGINEERING MANAGER** shall be the Project Manager and Engineer of Record for the services described in this Agreement.

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

18. LICENSES

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

NOCHE BUENA STREET EMERGENCY STORM DRAIN IMPROVEMENTS PROJECT

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of the proposal submitted by the Consultant, Exhibit "A" hereto. In the event of conflict, the requirements of this Agreement shall take precedence over those contained in the Consultant's proposals.

22. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT: HARRIS & ASSOCIATES, INC.

By: Frank S. Lopez
FRANK LOPEZ, PE, QSD
VICE PRESIDENT, ENGINEERING CONSULTING

Date: June 10, 2022

**NOCHE BUENA STREET EMERGENCY STORM DRAIN IMPROVEMENTS
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City of Seaside
A Municipal Corporation

DocuSigned by:

Roberta Greathouse

BB315945510940B...

ROBERTA GREATHOUSE
ACTING CITY MANAGER

Date: 6/21/2022

Attachments:	Exhibit A	Scope of Work/ Consultant Proposal
	Exhibit B	Insurance Requirements

**NOCHE BUENA STREET EMERGENCY STORM DRAIN IMPROVEMENTS
PROJECT**

EXHIBIT A

**Harris & Associates**

April 26, 2022

Ms. Nisha Patel
City Engineer
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

NOCHE BUENA STREET EMERGENCY STORM DRAIN IMPROVEMENTS PROJECT

Dear Ms. Patel:

Harris & Associates is pleased to present the subject Letter Proposal to the City of Seaside (City) for professional engineering services for the “Noche Buena Street Emergency Storm Drain Improvements Project” (the Project). This Letter Proposal is intended to represent an administrative document to initiate a forthcoming Agreement, although at the request of the City and given the emergency nature of the Work, Harris & Associates has commenced efforts as of March 31, 2022.

The following outlines our presumed Project Understanding, Scope of Services, and estimated Fee to provide these services.

PROJECT UNDERSTANDING

On March 31, 2022, Harris & Associates received a telephone call from Ms. Nisha Patel regarding an active storm drain failure on the western side of Noche Buena Street and Mingo Avenue’s tee intersection. The subject failure had caused an active sinkhole, compromised the structural integrity of an existing PG&E overhead street light, and other concerning settlements of both public property (i.e. concrete curb, gutter, sidewalk) and private property located at 1701 Noche Buena Street, Seaside, California 93955. During those closing days of March 2022 and early days of April 2022, PG&E had disassembled and removed the existing PG&E overhead street light and the City had stabilized the existing sinkhole and surrounding settlements. In addition, the City performed closed-circuit television (CCTV) of the existing storm drain infrastructure upstream (Mingo Avenue) and downstream (towards Laguna Street) of the failures, including the concrete catch basin and curb inlet, and the existing 24-inch diameter corrugated metal pipe (CMP) storm drain.

The City requested that Harris & Associates perform emergency-type professional engineering services that assessed the current situation and proposed engineering solutions that would address storm drain improvements on design drawings, which would then be presented to a local, on-call/as-needed Contractor to physically construct on a similar emergency-type basis.

As discussed with Ms. Nisha Patel and Mr. Patrick Grogan on April 12, 2022 and April 19, 2022, the presumed initial improvements may consist of the following:

1. Proposed 24-inch Diameter Reinforced Concrete Pipe (RCP) Storm Drain on Mingo Avenue via Open-Cut Methods
2. Proposed 24-inch Diameter RCP Storm Drain in Intersection of Noche Buena Street and Mingo Avenue via Open-Cut Methods
3. Proposed Concrete Catch Basin(s) and Curb Inlet(s) in Intersection of Noche Buena Street and Mingo Avenue
4. Proposed Improvements on Private Property (As-Needed)
5. Proposed Improvements from Laguna Street to Noche Buena Street (As-Required)

EXHIBIT A

6. Miscellaneous Improvements (As-Required)

SCOPE OF SERVICES

1) Phase 1 – Project Management

- a. **Task 1.1 – General Project Management:** This task includes working with the City, other stakeholders, impacted private property owners on Noche Buena Street, Laguna Street, and Mingo Avenue, performing scope management, cost management, schedule management, as-needed internal meetings, administrative duties (i.e. coordination, correspondence, invoicing, etc), and other miscellaneous activities required to execute the Project, but are not clearly listed below.

2) Phase 2 – Preliminary Investigation

- a. **Task 2.1 – Data Gathering, Project Notifications, Review of Material:** Harris & Associates staff will gather available records, CCTV, photographs, and other miscellaneous information from the City pertinent to the Project. Harris & Associates will develop our Project Notifications and issue those outreach documents to those affected.
- b. **Task 2.2 – Utility Coordination:** Harris & Associates will coordinate with the City to contact, via e-mail, and issue utility notifications to utility companies that have facilities within the Project vicinity making them aware of the upcoming construction activities and request copies of their maps, plans, and/or sketches of their existing facilities. Harris & Associates will maintain a utility log tracking when and to whom notifications were sent and document the responses received.
- c. **Task 2.3 – Site Visits and Field Reviews (In-Person):** Harris & Associates staff will conduct field investigations to confirm existing conditions within the Project footprint, including understanding the challenges and to develop and select the preferred solutions and most appropriate and cost-effective storm drain improvements.
- d. **Task 2.4 – Base Mapping and Mark-Outs (No New Survey):** Harris & Associates will use the existing aerial topographic survey from the City's Pavement Rehabilitation Program for the Project area, including the information gathered in Task 2.1 and Task 2.2. Harris & Associates staff will adjust and/or confirm base mapping for the Project based on site visits and field reviews, specifically from requested USA mark-outs. No other topographic survey will be leveraged in this Project.

3) Phase 3 – Pre-Final Design Deliverables

- a. **Task 3.1 – Pre-Final Design Drawings:** Harris & Associates will produce pre-final design drawings as one (1) single set and anticipates the sheet index as follows:
 - ✓ Title Sheet
 - ✓ Notes/Abbreviations/Legend Sheet/Miscellaneous
 - ✓ Storm Drain Improvements Plan and Profile (Noche Buena Street Mingo Avenue Intersection)
 - ✓ Storm Drain Improvements Plan and Profile (City Easement)
 - ✓ Storm Drain Details, Miscellaneous

Harris & Associates will prepare the pre-final design drawings in AutoCAD Civil 3D 2018. The full-size print size will be 24"x36".

- b. **Task 3.2 – Pre-Final Engineer's Opinion of Probable Construction Cost:** Harris & Associates will provide an engineer's opinion of probable construction cost based on the pre-final design drawings for the Project.
- c. **Task 3.3 – Quality Control Review (Pre-Final):** Harris & Associates will perform Quality Control (QC) review of the Project's formal deliverables to support high-quality technical deliverables as well as

EXHIBIT A

compliance with the Scope of Work. Internal checklists and sign-offs by Harris & Associates QA/QC team on deliverables is required, but may be performed in concurrence with City review for expediency.

4) Phase 4 – Final Design Deliverables

- a. **Task 4.1 – Final Design Drawings:** Harris & Associates will incorporate, address, and document the responses to the pre-final review comments from the City, in addition to design progress, to prepare the final design drawings.
- b. **Task 4.2 – Final Engineer's Opinion of Probable Construction Cost:** An updated EOPCC will be provided based on the status of the project requirements and the development and refinement of the Construction Contract Documents.
- c. **Task 4.3 – Quality Control Review (Final):** Harris & Associates will perform Quality Control (QC) review of the Project's formal deliverables to support high-quality technical deliverables as well as compliance with the Scope of Work. Internal checklists and sign-offs by Harris & Associates QA/QC team on deliverables is required, but may be performed in concurrence with City review for expediency.

Assumptions and Exclusions

- 1) This Project will be set-up as a time and materials effort regarding Project costs, performed on an emergency, as-needed basis. An initial dollar amount of \$24,500 will be employed, but time and materials efforts can exceed this dollar amount.
- 2) The Scope of Work and Scope of Services are based on what is currently known and may be subject to change as the Project develops.
- 3) Harris & Associates will not perform, or have performed, topographic survey for this Project, unless requested by the City and contracted via Amendment.
- 4) Harris & Associates will not perform, or have performed, additional CCTV for this Project, unless requested by the City and contracted via Amendment. Harris & Associates will make CCTV requests to the City as necessary, which will be performed and delivered by City team members.
- 5) Harris & Associates will not perform, or have performed, geotechnical engineering for this Project, unless requested by the City and contracted via Amendment.
- 6) Harris & Associates will not perform, or have performed, structural engineering for this Project, unless requested by the City and contracted via Amendment.
- 7) There will be no front-end documents, nor technical specifications for this Project, as the Construction Contract Documents (i.e. Final Design Drawings only) will be shared directly with the future on-call/as-needed Contractor and no public bidding or competitive bidding environment will be utilized.
- 8) There are no coordination efforts with the future on-call/as-needed Contractor. There are no construction management, administration, or inspection efforts for this Project, unless requested by the City and contracted via Amendment.

PROJECT SCHEDULE

There are no specific milestone delivery dates, but we understand this is an emergency and time is of the essence.

PROPOSED FEES

The proposed estimated fees for the Project are shown below, but are for Project initiation set-up purposes as well. Our professional engineering services will be provided on a time and materials basis (T&M).

Phase 1 – Project Management: \$5,000

EXHIBIT A

Phase 2 – Preliminary Investigation: \$5,000

Phase 3 – Pre-Final Design Deliverables: \$10,000

Phase 4 – Final Design Deliverables: \$4,500

Total Estimated Fee: \$24,500

We appreciate the opportunity to provide the City with professional engineering services for the Project. If you have any questions, please do not hesitate to call either of us.

Sincerely,

Harris & Associates, Inc.



Frank Lopez, PE, QSD

Vice President

Engineering Consulting

(831) 233-9242 Frank.Lopez@WeAreHarris.com



Jason Caprio, PE, PMP

Engineering Manager

Engineering Consulting

(661) 319-9251 Jason.Caprio@WeAreHarris.com

EXHIBIT B**INSURANCE REQUIREMENTS**

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

Note: Verify minimum limit for each coverage with Risk Manager.

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

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

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

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

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

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

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

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

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.H.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Roberta Greathouse, Human Resources Director/Risk Manager
Samantha Alcaraz, Human Resources Analyst

DATE: September 1, 2022

**SUBJECT: ADOPT A RESOLUTION ADOPTING THE LISTING OF BENEFITS
WITH THE CITY OF SEASIDE'S EXECUTIVE MANAGERS**

RECOMMENDATION

Adopt a resolution approving the Listing of Benefits with the Executive Managers.

BACKGROUND

The memoranda of understanding and listing of benefits for the City's bargaining units and unrepresented employees expired on June 30, 2022. The City Council approved Memoranda of Understanding with all bargaining units except for the Police Officers' Association on August 18, 2022, and approved the terms and conditions of employment for the Department Directors in closed session on the same evening.

The terms include:

- a. Three-year term expiring June 30, 2025.
- b. 4% salary increases in the first full pay period of July each year.
- c. Increase the City's deferred compensation matching contribution to \$200 / month from \$100 / month.
- d. Effective the first full pay period in January 2023, the members will pay 3% of the City's Employer Contribution to CalPERS in exchange for an offsetting 3% salary increase.
- e. In the first full pay period in January 2023, 2024, and 2025, provide an equity adjustment to eligible employees in the amount of 1/3 the distance to the market. Eligible employees, and the specific equity adjustments are outlined in the MOU.
- f. Increase severance pay from 4 months to 6 months and include "Transition

Pay" for the Police Chief and the Fire Chief.

FISCAL IMPACT

In the 2022/2023 Adopted Budget, the City Council budgeted for a 3% across the board salary increase. During these negotiations it became apparent that additional authority needed to be provided given the sharp increase in the cost of living and the fact that a number of the City's classifications have fallen behind the market, which creates retention and recruitment issues.

The estimated of the package in the current Fiscal Year is anticipated to be \$167,000, with \$99,500 being unbudgeted. The Finance Director will evaluate the effect of these changes at mid-year to determine if budget adjustments are necessary.

ATTACHMENTS

1. Department Director Compensation Plan 2022
2. Executive Manager Attachment 1 Equity Adjustments
3. Resolution

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

**City of Seaside
Executive Managers Compensation Plan
Effective July 1, 2022**

- A. APPLICATION:** This Compensation Plan applies to the City's at-will Executive Management classifications.
- a. Assistant City Attorney
 - b. Assistant City Manager
 - c. Assistant to the City Manager
 - d. Chief Building Official
 - e. Community Development Director
 - f. Deputy City Manager – Admin Services
 - g. Economic Development Director
 - h. Finance Director
 - i. Fire Chief
 - j. Human Resources Director
 - k. Human Resources Director / Risk Manager
 - l. Police Chief
 - m. Public Works Director / City Engineer
 - n. Recreation Director

B. SALARY:

1. General Salary Adjustments:

- a. Effective the pay period beginning July 9, 2022, all members will receive a 4% salary increase.
- b. Effective the first day of the first pay period in January 2023, all members will receive a 3% salary increase. This salary increase is contingent on bargaining unit members agreeing to pick up 3% of the City's CalPERS contribution.
- c. Effective the first day of the pay period in July of 2023, all members will receive a 4% salary increase.
- d. Effective the first day of the pay period in July of 2024, all members will receive a 4% salary increase.

2. Equity Adjustments:

Effective the first pay period in January of 2023, 2024, and 2025, positions that were 5% behind the market or more, will receive 1/3 of the increase needed to bring the position in alignment with the market. (Attachment 1).

3. LONGEVITY PAY:

- a. Employees with five or more years of continuous City service shall receive 2.5% longevity pay.
- b. Employees with ten or more years of continuous City service shall receive an additional 2.5% longevity pay (5% total).
- c. Employees with fifteen or more years of continuous City service shall receive an additional 2.5% longevity pay (7.5% total).

City of Seaside
Executive Managers Compensation Plan
July 1, 2022

4. Performance Pay:

The City Manager is authorized to grant up to a 7.5% increase to Directors who exceed expectations in the achievement of established performance goals and objectives. This gives the City Manager flexibility in setting salaries consistent with performance. (Special Compensation CCR 571(a) Incentive Pay.)

C. UNIFORM ALLOWANCE: The Police and Fire Chiefs will receive a uniform allowance of \$37.38 per pay period.

D. RETIREMENT:

a. Miscellaneous Classifications:

i. Tier 1 - CalPERS 2% @ 55

1. Eligibility: Employees determined by CalPERS to be "classic members."
2. Employee Contribution: Directors will pay the 7.0% employee contribution to PERS.
3. Additional Employee Contribution: Effective the first full pay period after January 1, 2023, all bargaining unit members shall pay 3% of the employer's contribution in accordance with Government Code Section 20516 (Employees Sharing Additional Cost). Note: Timing is subject to any administrative processing time required by CalPERS.

ii. Tier 2 - CalPERS 2% @ 62 Plan

1. Eligibility: Employees determined by CalPERS to be "new members."
2. Employee Contribution: Directors will pay 50% of the normal cost as determined annually by CalPERS.
3. Additional Employee Contribution: Effective the first full pay period after January 1, 2023, all bargaining unit members shall pay 3% of the employer's contribution in accordance with Government Code Section 20516 (Employees Sharing Additional Cost). Note: Timing is subject to any administrative processing time required by CalPERS.

iii. PARS Supplemental Retirement Plan:

1. Eligibility: Miscellaneous directors hired by the City on or before June 30, 2010.
2. Plan: The City will provide the PARS .5% at 55 supplemental retirement plan with credit for prior CalPERS and City service.
3. Contribution: The City pays the entire contribution.

City of Seaside
Executive Managers Compensation Plan
July 1, 2022

b. Fire Chief:

i. Tier 1 - CalPERS 2% @ 50

1. Eligibility: Fire employees determined by CalPERS to be “classic members.”
2. Employee Contribution: The Chief will pay the 9.0% employee contribution to PERS.
3. Additional Employee Contribution: Effective the first full pay period after January 1, 2023, all bargaining unit members shall pay 3% of the employer’s contribution in accordance with Government Code Section 20516 (Employees Sharing Additional Cost). Note: Timing is subject to any administrative processing time required by CalPERS.

ii. Tier 2 - CalPERS 2.7% @ 57 Plan

1. Eligibility: Employees determined by CalPERS to be “new members.”
2. Employee Contribution: The employee will pay 50% of the normal cost as determined annually by CalPERS.
3. Additional Employee Contribution: Effective the first full pay period after January 1, 2023, all bargaining unit members shall pay 3% of the employer’s contribution in accordance with Government Code Section 20516 (Employees Sharing Additional Cost). Note: Timing is subject to any administrative processing time required by CalPERS.

c. Police Chief:

i. Tier 1 – CalPERS 3% @ 50

1. Eligibility: Employees hired by the City prior to July 1, 2010,
2. Employee Contribution: The Chief will pay the 9.0% employee contribution to PERS.
3. Additional Employee Contribution: Effective the first full pay period after January 1, 2023, all bargaining unit members shall pay 3% of the employer’s contribution in accordance with Government Code Section 20516 (Employees Sharing Additional Cost). Note: Timing is subject to any administrative processing time required by CalPERS.

ii. Tier 2 - CalPERS 3% @ 55

1. Eligibility: Police employees determined by CalPERS to be “classic members.”
2. Employee Contribution: The Chief will pay the 9.0% employee contribution to PERS.

**City of Seaside
Executive Managers Compensation Plan
July 1, 2022**

3. Additional Employee Contribution: Effective the first full pay period after January 1, 2023, all bargaining unit members shall pay 3% of the employer's contribution in accordance with Government Code Section 20516 (Employees Sharing Additional Cost). Note: Timing is subject to any administrative processing time required by CalPERS.
- iii. Tier 2 - CalPERS 2.7% @ 57 Plan
1. Eligibility: Employees determined by CalPERS to be "new members."
 2. Employee Contribution: The employee will pay 50% of the normal cost as determined annually by CalPERS.
 3. Additional Employee Contribution: Effective the first full pay period after January 1, 2023, all bargaining unit members shall pay 3% of the employer's contribution in accordance with Government Code Section 20516 (Employees Sharing Additional Cost). Note: Timing is subject to any administrative processing time required by CalPERS.
- d. The City provides the PERS 1959 Survivors Benefit Level Four. The employee cost is \$2 per month.
- e. Deferred Compensation: The City will pay up to \$200 per month to the ICMA deferred compensation program for each Director who makes a matching contribution.

E. MEDICAL, DENTAL, VISION INSURANCE

- a. Medical Contributions:
- i. MCSIG PPO \$40 (70/30 Plan).
The City will pay 100% of the employee only premium and 90% of the dependent premium. This will be the base contribution amount for all plans except the Grandfathered PACE Plan.
 - ii. MCISG PPO \$25 (80/20 Plan).
Directors electing to participate in the MCSIG PPO \$25 (80/20 Plan) will pay the difference between the City's contribution for the PPO \$40 Plan and the PPO \$25 Plan premium.
 - iii. PACE Plan (90/10 Plan) – Employees hired after October 15, 2015.
New employees enrolling in the PACE 90/10 Plan will pay the difference between the City's contribution for the PPO \$40 plan and the PACE

**City of Seaside
Executive Managers Compensation Plan
July 1, 2022**

Plan premium.

- iv. PACE Plan (90/10 Plan) – Grandfathered Tier – open to employees hired before October 15, 2015.

The City will pay 81% of the employee only premium; 70% of the employee + 1 premium; and 73% of the family premium.

- b. Dental and Vision Contributions: The City will contribute towards the cost of Director's dental and vision insurance as follows:

Dental

Employee Only:	\$44.80
Employee + Spouse:	\$92.90
Employee + Children:	\$102.74
Employee + Family:	\$150.85

Vision

Employee Only:	\$5.35
Employee + 1:	\$5.78
Employee + Family:	\$13.12

- i. Annual Premium Adjustments: The City and the Director will split the cost of any increase or decrease to the premium on a 50/50 basis.

- c. Retiree Medical:

- i. Eligibility: Only employees hired by the City on or before June 30, 2010, are eligible for City-paid retiree medical insurance.
- ii. Notwithstanding the requirements of the City's Health and Welfare Plan to be eligible for retiree medical coverage, and subject to available coverage under the City's plan, the City shall pay the employee's (not dependents) cost of medical insurance in an amount not to exceed the monthly premium for the City's insurance plan for retirees who retire on regular service or disability retirement until age 65 or until the retiree becomes eligible for Medicare, whichever comes first.
- iii. Employee may cover dependents by paying the additional monthly premium.
- iv. In the event that coverage is not available under the City's plan, and where an eligible employee elects to continue health coverage under COBRA, the City shall contribute to that COBRA payment an amount

City of Seaside
Executive Managers Compensation Plan
July 1, 2022

not to exceed the monthly premium for the City's health insurance plan for the period of time of COBRA eligibility or up to age 65, whichever is less.

- v. Employees must have ten years of continuous service with the City, have been hired by the City on or before June 30, 2010, and be at least 50 years of age to receive this benefit.
 - vi. The City complies with all Federal and State guidelines regarding medical and dental insurance. This compliance includes continuation of benefits under COBRA.
- d. Life Insurance: The City will provide term life insurance for all Directors in the amount of two times the Director's annual salary.
- e. Long-Term Disability: The City shall pay the cost of a long-term disability program.
- f. IRS Section 125 Plan: The City shall make available an Internal Revenue Service Code Section 125 Plan for unreimbursed medical and dependent care expenses. The annual maximum is set by the IRS.
- g. Wellness Program:
- i. Health Club / Workout Subscription service Membership: The City will pay up to \$45 per month towards an employee membership at a health club or workout subscription service upon submission of receipt of contract to the Finance Division. The City will process dues by payroll deduction if administratively feasible.

The preapproved workout subscription services are Peloton, Obe Fitness, Apple Fitness Plus, Mirror, and Daily Burn. The Human Resources Director / Risk Manager is authorized to approve reimbursement for other subscription services with the emphasis placed on robust platforms that offer a variety of classes, fitness tracking, and live programming. Denial of a member's request for reimbursement for a service not listed above is not subject to the grievance procedure.

- ii. City Recreation Facilities: Directors and their families will have use of City Recreation facilities at no cost.

**City of Seaside
Executive Managers Compensation Plan
July 1, 2022**

F. LEAVE BENEFITS:

a. Vacation

- i. Accrual Rates: The regular accrual rate shall be:

Years of Service	Accrual Rate per year
Up to 4	10 days
5 – 9	15 days
10 – 14	17 days
15 – 19	20 days
20 – 24	21 days
25 +	25 days

- ii. Vacation Upon Termination: Any employee, upon termination of City employment for any reason, who is entitled to vacation time and who has not had the same, shall be paid at his/her current salary rate for such vacation time on the effective date of such termination. If such person works over one-half (1/2) of the month, they shall be entitled to accumulate vacation for that month.
- iii. Maximum Accumulation: Employees will be allowed to have no more than two years earned vacation accumulated as of the end of the 2nd pay period of January of any year. Payout for leave in excess of maximum will occur on the 1st pay period of March.
- iv. The City will allow Directors to cash out 40 hours of accumulated accumulated vacation time as set forth in this section. On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to forty (40) hours of accrued vacation (in whole hour increments) which will be earned in the following calendar year at the employee's base salary rate. On the pay day of the first pay period in November of the calendar year following election of the cash out, the employee will receive cash for the amount of vacation the employee irrevocably elected to cash out in the prior year. However, if the employee's vacation leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out. This cash out provision is voluntary on the part of each bargaining employee, and does not change the practice of maintaining a maximum of two years of vacation accumulation at the end of any calendar year.

City of Seaside
Executive Managers Compensation Plan
July 1, 2022

- v. Accumulation during OJI Leave: An employee being paid because of an injury on-the-job will accumulate vacation time and sick leave.
 - vi. No Interruption of Accumulation: No interruption in the accumulation of vacation time shall result when an employee takes sick leave, vacation, temporary military leave, or paid leave because of an on-the-job incurred illness or injury.
- b. Sick Leave with Pay for Non-Job Related Illness, Injury or Disability
- i. Accrual: Each Director shall earn eight (8) hours sick leave with pay for each calendar month or major fraction thereof served.
 - ii. Sick Leave Use: Sick leave may be used for the illness/injury of family members and all other permissible uses under state law.
 - iii. Bereavement Leave: Bereavement leave, to a maximum of three (3) working days, will be permitted, without charging such leave against sick leave, upon the death of a member of the employee's immediate family. Immediate family is defined as a parent, child, spouse or domestic partner, brother, sister, grandparents, father-in-law, and mother-in-law of the employee. Employee may use an additional 16 hours of sick leave to extend said leave.
- c. On-The-Job Injury (OJI) Leave:
- i. Police and Fire Chiefs: The Chiefs shall be entitled to on-the-job injury leave in accordance with Section 4850 of the California Labor Code.
 - ii. Miscellaneous Directors: Whenever a non-safety Director is disabled by injury or illness arising out of and in the course of his/her duties, he/she shall become entitled to a leave of absence without loss of salary for a period not to exceed three (3) months in any five (5) year period.
 - iii. Temporary Disability Benefits: The Director shall draw full salary under OJI leave, and the City will take credit for any temporary disability payments. Once OJI leave is exhausted, an employee on leave without pay would be entitled to temporary disability in accordance with State Worker's Compensation law.
 - iv. Use of Accumulated Leaves: Once OJI and/or LC 4850 leave have been exhausted, accumulated leaves may be used to supplement temporary

City of Seaside
Executive Managers Compensation Plan
July 1, 2022

disability payments.

- v. Leave Accrual: A Director on leave of absence under this section will continue to accumulate sick leave and vacation leave.

d. Management Leave

- i. Annual Accrual: Directors shall earn 40 hours of management leave per calendar year. All management leave on the books as of December 31st shall be cashed out in the 1st pay period of March.
- ii. Additional Leave: The City Manager shall have the authority to grant sixteen (16) hours of management time leave to Directors at his/her discretion.
- iii. Management Leave Payoff: On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to forty (40) hours of management leave (in whole hour increments) which will be earned in the following calendar year at the employee's base salary rate. On the pay day of the first pay period in November of the calendar year following election of the cash out, the employee will receive cash for the amount of management leave the employee irrevocably elected to cash out in the prior year. However, if the employee's management leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has on the books at the time of the cash out. This cash out provision is voluntary on the part of each bargaining employee, and does not change the practice of cashing out all management leave hours that are on the books at the end of the any calendar year.

e. Administrative Leave

- i. Directors shall earn forty (40) hours, non-cumulative, non-reimbursable administrative leave per calendar year.

f. Holidays: All employees shall be entitled to the following holidays:

- First day of January (New Year's Day)
- Third Monday in January (Martin Luther King Observance)
- Third Monday in February (President's Day)
- Thirty-first day of March (Cesar Chavez Day)
- Nineteenth day of June (Juneteenth)
- Last Monday in May (Memorial Day)
- Fourth day of July (Independence Day)
- First Monday in September (Labor Day)

**City of Seaside
Executive Managers Compensation Plan
July 1, 2022**

- Eleventh day of November (Veteran's Day)
- Fourth Thursday of November (Thanksgiving Day)
- Day following Thanksgiving Day
- Working day immediately preceding Christmas Day (Christmas Eve)
- Twenty-fifth day of December (Christmas Day)

g. Jury Duty:

- i. Jury Duty: The City will grant an employee leave with pay for jury duty. Any checks received from the courts must be submitted to Finance. Travel pay which is included in the check, will be returned to the employee. This rule also applicable to those employees serving on the Grand Jury.

G. TUITION REIMBURSEMENT:

- a. Executive Managers wishing to obtain a Masters' or Doctorate Degree are eligible to receive reimbursement for tuition and book expenses up to \$3,000 per fiscal year.
- b. After completing the course with a grade of "C" or better ("Pass" or certificate of achievement for classes that are not graded), proof of completion of course work requirements shall be submitted to the Human Resources Department indicating the specific courses and credits completed, together with receipts and transcripts or other documentation as may be required by the Human Resources Director. This information shall be submitted on forms provided by the Human Resources Department.

H. Termination of Employment; General Release; Severance:

- a. This is an at-will position, as defined by City of Seaside Municipal Code Section 2.44.030. Nothing herein shall be interpreted to prevent, limit or otherwise interfere with ability of the City to terminate the services of a Department Director with or without cause. There is no express or implied promise to any Department Director for any form of continued employment.
- b. If the City terminates a Department Director without cause while she / he is still willing and able to perform the duties of their position, City shall pay that Director a lump sum equal to six (6) months of the Director's then current salary and will continue to pay the Director's medical, dental, and vision premiums at the employee only level during this six-month period.
- c. At the City Manager's discretion, a Police Chief or Fire Chief terminated without cause, may be eligible for up to an additional six (6) months of "Leadership Transition Pay." The Chief must be willing and able to provide

City of Seaside
Executive Managers Compensation Plan
July 1, 2022

transitional assistance to the incoming leadership and will be expected to sign a general release of claims and enter into an agreement regarding hours, work assignment, expectations, etc. The Leadership Transition Pay will be paid to ensure the seamless transition of leadership to guarantee the public's safety is not at risk. This pay will be paid monthly, be considered "final settlement pay," and will terminate sooner than six months if the Chief retires or is hired by another employer.

- d. As used herein, "cause" shall mean any of the following:

Conviction of, or plea of guilty or nolo contendere to, any crime or offense (other than minor traffic violations or similar offenses) which, in the determination of the City Council, is likely to have a materially adverse impact on the City or the Director's reputation;

Conviction of any crime involving an "abuse of office or position," as that term is defined in Government Code Section 53243.4, or of moral turpitude;

Repeated failure to carry out a directive or directives of the City Manager; or

Any grossly negligent action or inaction by the Director that materially and adversely: (a) impedes or disrupts the operations of City or its organizational units; (b) is detrimental to employees or public safety; or (c) violates City's properly-established rules or procedures.

- e. The Department Director may resign from her / his employment at any time, upon giving thirty (30) days written notice to the City Manager, or earlier, upon mutual agreement of the parties. In the event of resignation, the Director shall not be entitled to any additional compensation or payment, including severance, but shall be entitled to any outstanding salary, accrued vacation, and any other accrued and unused benefits according to any applicable Personnel Rules or other policies and procedures.

**City of Seaside
Salary Survey Data**

Position Title	Group	May 2022 Current Maximum monthly Salary	Maximum Monthly Salary based on Survey Data	Percent Behind Market (at or over market)	Equity Adjustm ent Jan 23, Jan 24, Jan 25	Rationale
ACM / Community Development Director	Exec	\$14,198	\$17,945	-26.4%	8.8%	Market and range placement.
Chief Building Official	Exec	\$11,386	\$13,790	-21.1%	7.0%	Market and range placement.
Assistant City Manager	Exec	\$14,198	\$17,063	-20.2%	6.7%	Market and range placement.
Public Works Director / City Engineer	Exec	\$14,437	\$16,733	-15.9%	5.3%	Internal Alignment
Recreation Services Director	Exec	\$13,456	\$15,355	-14.1%	4.7%	Market and range placement.
Human Resources Director / Risk Manager	Exec	\$14,041	\$15,355	-9.4%	3.1%	Internal Alignment
Finance Director	Exec	\$14,437	\$15,355	-6.4%	2.1%	Internal Alignment
Fire Chief*	Exec	\$17,182	\$16,733	2.6%	0	Market and range placement.
Police Chief*	Exec	\$17,623	\$16,984	3.6%	0	Market and range placement.
*No adjustment to be provided						
Legend for columns:						
Column 1 - Classification Title.						
Column 2 - Seaside labor association.						
Column 3 - Seaside's current monthly maximum salaries.						
Column 4 - Proposed Salary range number from the newly proposed salary range schedule.						
Column 3 - Percentage from Total Monthly Comp median is the market percentage differential the Seaside Benchmark classification is from the Market Median.						
Column 4 - Market or Internal placement shows the total monthly compensation market median dollar values derived from the market survey results, or the internal placement percentage.						
Column 4 - Monthly maximum salary of the newly proposed salary ranges.						
Column 5 - This percentage expresses the difference between Seaside's current salaries and the proposed salaries.						
Column 6 - This is the Relationship (to evaluate salary differential between related classifications)						
Column 6 - The rationale expresses how the proposed salary recommendation was arrived at (i.e., whether market results or internal alignments were used).						

RESOLUTION NO.

A RESOLUTION OF THE CITY OF SEASIDE

APPROVING THE LISTING OF BENEFITS WITH EXECUTIVE MANAGERS

WHEREAS, Municipal Code Section 2.44.030 dictates the types of positions that are designated as unclassified and those employees are unrepresented which includes the Department Directors; and

WHEREAS, the City Manager has recommended the unrepresented employees receive similar pay and benefits as other employees.

NOW, THEREFORE, BE IT RESOLVED, that the attached Listing of Benefits shall be effective as stated therein; and

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 1st day of September 2022.

AYES: COUNCIL MEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Ian N. Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 8.I.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: September 1, 2022

**SUBJECT: APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM SEASIDE BLADE RUNNERS BASKETBALL**

RECOMMENDATION

Approve a request from Seaside Blade Runners Basketball for a donation of \$3,000.00 from the Mayor's Youth Fund to help cover the costs for equipment, uniforms, gym expenses, tournaments and transportation.

BACKGROUND

Founded in 2011, the Seaside Blade Runners Amateur Athletic Union (AAU) Travel Basketball Program is a vital part of the Central Coast of California's mentoring program for young people. They are dedicated to youth development, healthy living and social responsibility. Annually, they conduct beach cleanups and pick up all the recyclables and garbage. In addition, they clean up and recycle at every practice and game.

Based on the information provided, staff has determined that the application meets the requirements of the Mayor's Youth Fund Policy. Seaside Blade Runners Basketball received their last donation at the August 05, 2021, City Council meeting. They submitted their 2021 Mayor's Youth Fund Closing Report within the 60 day time frame.

FISCAL IMPACT

This request would be funded by a donation from the Green Waste Recovery's donation to the Mayor's Youth Fund. The current balance in the Mayor's Youth Fund account (601-2106) is \$80,349.43. If the City Council approves this request, the balance will decrease to \$77,349.43 for fiscal year 2022/23.

In the event that all of the funds in the Mayor's Youth Fund are exhausted, staff will keep a file of all applications. Once Green Waste issues the next round of funding, all applications on file will be processed at the next available City Council meeting.

ATTACHMENTS

1. MYF - Seaside Blade Runners Basketball 2022
 2. W-9 - Seaside Blade Runners Basketball 2022
 3. Mayor's Youth Fund Closing Report - Seaside Blade Runners Basketball 2021
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund

986 Hilby Avenue, Seaside CA 93955
831-899-6800 | FAX: 831-718-8603

MAYOR'S YOUTH FUND POLICY

Purpose: The Mayor's Youth Fund was created to provide supplemental financial assistance to students and non-profit groups that provide services to improve the lives of young people living in the City of Seaside. A policy has been developed to standardize the evaluation of contribution requests and ensure that the funds are used appropriately to serve the City's youth.

Eligible Applicants: Contributions will only be made to, or on behalf of, students or organized groups, such as schools and non-profit organizations based in Seaside and/or serving a majority of Seaside residents (50%) that are 18 years old or younger or enrolled in high school. Faith based organizations may apply for contributions from the Mayor's Youth Fund if the funding is not used to support religious activities such as worship, Sunday School, or religious instruction. In addition, activities funded by the Mayor's Youth Fund must be open to all persons without regard to their religious affiliation.

Submittal of Contribution Requests: In order to request a contribution, the following information must be provided in writing:

- Name of the organization, person(s) benefiting, proposed use of the funds, total amount needed or fundraising goal.
- Description of other methods being used to raise funds and/or other contributors.
- An explanation of how the group, activity, or event will benefit Seaside youth.
- Written description of how the use of the funds will be specifically used for youth group activities/events and/or has a nexus to the goals related to recycle, cleanup, and "green" sustainability to ensure a healthy environment.
- How this request will provide a municipal benefit (ie., benefit the community).
- Proof of non-profit organizations status (not a taxpayer's I.D> number) and a current W-9 form.

Evaluation Process and Criteria: Contributions can only be made if approved by the City Council. Funding requests will be evaluated based on their consistency with this policy, including the following criteria.

- Scholastic, athletic, music, environmental and art activities will be considered for funding based on the quality of the proposed activity.
- Evidence of activities/events related to "reduce, reuse and recycle" to ensure a healthy environment.
- Contributions requests will be accepted from individuals and can be made to an organization on behalf of an individual member or student.
- Contributions are only paid to organizations, such as non-profit groups and schools.
- Contributions are intended to fund actual costs related to an event or activity. (Please see "Payment Process" information provided below.)
- Contributions from the Mayor's Youth Fund are not intended to be the sole source of funds for an organization or program and will only be made to supplement other fundraising activities.
- How this request will provide a municipal benefit (ie., benefit the community).



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund

986 Hilby Avenue, Seaside CA 93955
831-899-6800 | FAX: 831-718-8603

Contribution Limits: In order to equitably distribute funds available in the Mayor's Youth Fund, the following contribution guidelines have been developed, although all contributions are subject to the discretion of the City Council.

Individuals	25% of total cost of activity (not to exceed \$1,000)
Groups up to 20 people	up to \$1,500
Groups of 21+ people	up to \$3,000

In addition, funding will be limited to one contribution per year (every 12 months).

Funding Requirements:

- Funding is limited to one contribution per year (every 12 months).
- The Mayor's Youth Fund Closing Report Form must be submitted to staff at least 60 days upon completion of the event, activity or program. Applicants that do not furnish the form may not apply for funds for the following year.
- A representative from the organization is required to be at the Council meeting for their application to be heard. If no representative is present then the agenda item will be postponed to another City Council meeting upon notification by the applicant.
- Incomplete applications will not be forwarded for Council consideration; applications not answering the question related to reduce, reuse or recycle are considered incomplete.

Individual Requests: Please attach an itemized list of all expenses. Amount of donation may not exceed 25% of the total cost of the activity and not exceed \$1,000. Applications that are incomplete will be returned.

Payment Process: If a contribution is approved by the City Council, payment will be made to the authorized organization or directly to the vendor selected by the authorized organization after submittal of a receipt or the presentation of actual invoices. No funding can go directly to an individual. This process is required in order to provide documentation required to meet municipal auditing standards.

All requests will be considered before the City Council and you will be notified of the specific date your item is placed on the agenda. Please return this completed form with necessary attachments to:

Dan Meewis
City of Seaside Recreation Services
440 Harcourt Avenue
Seaside, CA 93955



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund

986 Hilby Avenue, Seaside CA 93955
831-899-6800 | FAX: 831-718-8603

MAYOR'S YOUTH FUND CONTRIBUTION REQUEST

CONTACT INFORMATION:

Organization: Seaside Blade Runners
Name of Applicant: Timothy R Dunn SR.
Address: 1418 Yosemite^{Apt#} City: Seaside State: CA
Phone: 831-393-5723 Email: firek@gmail.com
Number of Participants: 50 Seaside Residents / Students: 95 % Ages: 5-17

CRITERIA:

Applicants must meet at least one of the following criteria to be eligible for funding.

Please select one or more from the following list:

☐ Scholastic ☒ Athletic ☐ Music ☒ Environmental ☐ Art

Is funding a reward for one of these activities? ☐ No ☒ Yes, _____

Description of event, activity, or program funding pertains to: (Attach additional information as necessary)

We run A youth basketball program.
Established in 2009. We council our youths
in life skills. Respect. Be great + Humble.

Description of how funds will be specifically used for youth groups, activities and events, and has a nexus to the goals of recycling, cleanup or "green" sustainability to insure a healthy environment:

Funding is used to pay for gym time
and uniforms + tournaments. We play at mostly
every city on the Monterey peninsula.

What other fundraising activities are you participating in to fund your event, program, or activity?

What other funding sources will supplement your requests? We BRD + sell
plates. And do the best we can to provide
A Quality experience for the youths +
Parents.

Total Amount Requested: (See contribution limits) \$ 3000

Applicant Signature: Tim R Dunn SR

Date: July 29, 2022



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund

986 Hilby Avenue, Seaside CA 93955
831-899-6800 | FAX: 831-718-8603

MAYOR'S YOUTH FUND CLOSING REPORT

CONTACT INFORMATION:

Organization: _____

Name of Applicant: _____

Address: _____ City: _____ State: _____

Phone: _____ Email: _____

DONATION INFORMATION:

Date the Mayor's Youth Fund was approved by City Council: _____

What Items were purchased with Mayor's Youth Fund Donation?

Describe the activities and the date the group or individual participated in related to reduce, reuse and recycle? Please provide written description, brief City Council presentation, and/or photos: _____

Applicant Signature: _____ Date: _____

*This form is due 60 days upon receipt of funding by the applicant. Organizations that do not comply within the 60 day time period may not apply for funding for the following year.

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Shelisha Clemons	
2 Business name/disregarded entity name, if different from above Seaside Biaderrunners	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 1412 Yosemite St Apt F	
6 City, state, and ZIP code. Seaside CA 93955	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
87	- 18777773
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ **Shelisha Clemons** Date ▶ **8/4/2022**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund

986 Hilby Avenue, Seaside CA 93955
831-899-6800 | FAX: 831-718-8603

MAYOR'S YOUTH FUND CLOSING REPORT

CONTACT INFORMATION:

Organization: SEASIDE BLADE Runners Basketball
Name of Applicant: TIM R DUNN SR
Address: 1418 YOSMITE City: SEASIDE State: CA
Phone: 393-5723 Email: Tirekdunn@gmail.com

DONATION INFORMATION:

Date the Mayor's Youth Fund was approved by City Council: AUG. 5, 2021

What Items were purchased with Mayor's Youth Fund Donation?

Equipment, uniforms, tournament fees,
Gym fees, motel fees gas, food. We go
to the sport center every Sat morning
to train + lift weights. + WED. night.

Describe the activities and the date the group or individual participated in related to reduce, reuse and recycle? Please provide written description, brief City Council presentation, and/or photos: We practice outside on Sonoma, we

clean our area Before + after practice
we also visit SEASIDE State Beach to train
we put on gloves + do A clean up first.

Applicant Signature: Timothy R Dunn

Date: Oct 10, 2021

*This form is due 60 days upon receipt of funding by the applicant. Organizations that do not comply within the 60 day time period may not apply for funding for the following year.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.J.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: September 1, 2022

**SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM SEASIDE HIGH SCHOOL FOOTBALL TEAM**

RECOMMENDATION

Approve a request from Seaside High School Football Team for a donation of \$3,000.00 from the Mayor's Youth Fund for the costs associated with knee pads, helmets, practice jerseys, and girdles.

BACKGROUND

Seaside High School Football Team is requesting a \$3,000.00 donation from the Mayor's Youth Fund to cover the cost for knee pads, helmets, practice jerseys, and girdles for their football players. Through their football program, players are taught character development, life skills, and the importance of achieving excellence in and out of the classroom. The number one goal is that their young men will be better students and grow up to be exceptional young men in the community.

In reference to the City's goals of recycling and maintaining a healthy environment, recyclables such as equipment, are either traded in for new equipment or taken to the Monterey Regional Waste Management District for reuse or recycling purposes. In addition, plastic bottles, glass bottles and cans are collected after each football game and daily throughout the year around campus.

Based on the information provided, staff has determined that the application meets the requirements of the Mayor's Youth Fund Policy. The Seaside High School Football Team received their last donation at the July 15, 2021, City Council meeting. They submitted their 2021 Mayor's Youth Fund Closing Report within the 60 day time frame.

FISCAL IMPACT

This request would be funded by a donation from the Green Waste Recovery's donation to the Mayor's Youth Fund. The current balance in the Mayor's Youth Fund account (601-2106) is \$77,349.43. If the City Council approves this request, the balance will decrease to \$74,349.43 for fiscal year 2022/23.

In the event that all of the funds in the Mayor's Youth Fund become exhausted, staff will keep a file of all applications. Once Green Waste issues the next round of funding, all applications on file will be processed at the next available City Council meeting.

ATTACHMENTS

1. MYF request from SHS Football Team 2022
 2. Seaside High School W-9 Form 2022
 3. MYF Closing Report - Seaside High School Football 2021
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund

986 Hilby Avenue, Seaside CA 93955
831-899-6800 | FAX: 831-718-8603

MAYOR'S YOUTH FUND POLICY

Purpose: The Mayor's Youth Fund was created to provide supplemental financial assistance to students and non-profit groups that provide services to improve the lives of young people living in the City of Seaside. A policy has been developed to standardize the evaluation of contribution requests and ensure that the funds are used appropriately to serve the City's youth.

Eligible Applicants: Contributions will only be made to, or on behalf of, students or organized groups, such as schools and non-profit organizations based in Seaside and/or serving a majority of Seaside residents (50%) that are 18 years old or younger or enrolled in high school. Faith based organizations may apply for contributions from the Mayor's Youth Fund if the funding is not used to support religious activities such as worship, Sunday School, or religious instruction. In addition, activities funded by the Mayor's Youth Fund must be open to all persons without regard to their religious affiliation.

Submittal of Contribution Requests: In order to request a contribution, the following information must be provided in writing:

- Name of the organization, person(s) benefiting, proposed use of the funds, total amount needed or fundraising goal.
- Description of other methods being used to raise funds and/or other contributors.
- An explanation of how the group, activity, or event will benefit Seaside youth.
- Written description of how the use of the funds will be specifically used for youth group activities/events and/or has a nexus to the goals related to recycle, cleanup, and "green" sustainability to ensure a healthy environment.
- How this request will provide a municipal benefit (ie., benefit the community).
- Proof of non-profit organizations status (not a taxpayer's I.D> number) and a current W-9 form.

Evaluation Process and Criteria: Contributions can only be made if approved by the City Council. Funding requests will be evaluated based on their consistency with this policy, including the following criteria.

- Scholastic, athletic, music, environmental and art activities will be considered for funding based on the quality of the proposed activity.
- Evidence of activities/events related to "reduce, reuse and recycle" to ensure a healthy environment.
- Contributions requests will be accepted from individuals and can be made to an organization on behalf of an individual member or student.
- Contributions are only paid to organizations, such as non-profit groups and schools.
- Contributions are intended to fund actual costs related to an event or activity. (Please see "Payment Process" information provided below.)
- Contributions from the Mayor's Youth Fund are not intended to be the sole source of funds for an organization or program and will only be made to supplement other fundraising activities.
- How this request will provide a municipal benefit (ie., benefit the community).



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund

986 Hilby Avenue, Seaside CA 93955
831-899-6800 | FAX: 831-718-8603

Contribution Limits: In order to equitably distribute funds available in the Mayor's Youth Fund, the following contribution guidelines have been developed, although all contributions are subject to the discretion of the City Council.

Individuals	25% of total cost of activity (not to exceed \$1,000)
Groups up to 20 people	up to \$1,500
Groups of 21+ people	up to \$3,000

In addition, funding will be limited to one contribution per year (every 12 months).

Funding Requirements:

- Funding is limited to one contribution per year (every 12 months).
- The Mayor's Youth Fund Closing Report Form must be submitted to staff at least 60 days upon completion of the event, activity or program. Applicants that do not furnish the form may not apply for funds for the following year.
- A representative from the organization is required to be at the Council meeting for their application to be heard. If no representative is present then the agenda item will be postponed to another City Council meeting upon notification by the applicant.
- Incomplete applications will not be forwarded for Council consideration; applications not answering the question related to reduce, reuse or recycle are considered incomplete.

Individual Requests: Please attach an itemized list of all expenses. Amount of donation may not exceed 25% of the total cost of the activity and not exceed \$1,000. Applications that are incomplete will be returned.

Payment Process: If a contribution is approved by the City Council, payment will be made to the authorized organization or directly to the vendor selected by the authorized organization after submittal of a receipt or the presentation of actual invoices. No funding can go directly to an individual. This process is required in order to provide documentation required to meet municipal auditing standards.

All requests will be considered before the City Council and you will be notified of the specific date your item is placed on the agenda. Please return this completed form with necessary attachments to:

Dan Meewis
City of Seaside Recreation Services
440 Harcourt Avenue
Seaside, CA 93955



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund

986 Hilby Avenue, Seaside CA 93955
831-899-6800 | FAX: 831-718-8603

MAYOR'S YOUTH FUND CONTRIBUTION REQUEST

CONTACT INFORMATION:

Organization: seaside high school Football
Name of Applicant: Alfred Avila
Address: 2200 Noche Buena St. City: Seaside State: CA
Phone: (831) 582-8904 Email: aavila@mpusd.k12.ca.us
Number of Participants: 90 Seaside Residents / Students: 100 % Ages: 14-18

CRITERIA:

Applicants must meet at least one of the following criteria to be eligible for funding.

Please select one or more from the following list:

☐ Scholastic ☒ Athletic ☐ Music ☐ Environmental ☐ Art

Is funding a reward for one of these activities? ☒ No ☐ Yes, _____

Description of event, activity, or program funding pertains to: (Attach additional information as necessary)

The Seaside High Football team strives to mold our student athletes into men of character and men who serve others. We do this through the game of football. Football requires a lot of equipment and we are 100% self-funded. This grant would help purchase new safety equipment (knee pads, girdles, helmets) and our game day travel.

Description of how funds will be specifically used for youth groups, activities and events, and

has a nexus to the goals of recycling, cleanup or "green" sustainability to insure a healthy

environment: The funds will be used directly to help the athletes of Seaside High. We recycle all bottles and cans and use that as an extra fundraiser. We recycle all old equipment, including old helmets to make our own trophies.

What other fundraising activities are you participating in to fund your event, program, or activity?

What other funding sources will supplement your requests? We are doing an online fundraiser, a Krispy Kreme donut fundraiser, stadium banner fundraiser and our snackbar fundraiser. We also plan on doing a bbq chicken plate fundraiser.

Total Amount Requested: (See contribution limits) \$ 3,000

Applicant Signature: Alfred Avila

Date: 8/5/22



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund

986 Hilby Avenue, Seaside CA 93955
831-899-6800 | FAX: 831-718-8603

MAYOR'S YOUTH FUND CLOSING REPORT

CONTACT INFORMATION:

Organization: _____

Name of Applicant: _____

Address: _____ City: _____ State: _____

Phone: _____ Email: _____

DONATION INFORMATION:

Date the Mayor's Youth Fund was approved by City Council: _____

What items were purchased with Mayor's Youth Fund Donation?

Describe the activities and the date the group or individual participated in related to reduce, reuse and recycle? Please provide written description, brief City Council presentation, and/or photos: _____

Applicant Signature: _____ Date: _____

*This form is due 60 days upon receipt of funding by the applicant. Organizations that do not comply within the 60 day time period may not apply for funding for the following year.

SEASIDE HIGH FOOTBALL PROPOSED PROGRAM BUDGET

Organization Name: Seaside High School Football

Program Date: August 1, 2022- July 30, 2023

Request to: Mayor's Youth Fund

Income:	<u>Mayor's Youth</u>	<u>Program</u>	TOTAL
	<u>Fund</u>	<u>Revenue</u>	
Mayor's Youth Fund	\$3000		\$3000
Blast Online Fundraiser		\$8000	\$8000
BBQ chicken Plate Fundraiser		\$1000	\$1000
Krispy Kreme Fundraiser		\$2500	\$2500
Game Day Snackbar (X 2 games)		\$2600	\$2600
Stadium Banner Fundraiser		\$1500	\$1500
	\$3000	\$15,600	\$18,600

Expenses:	<u>Mayor's Youth</u>	<u>Program</u>	TOTAL
	<u>Fund</u>	<u>Revenue</u>	
<i>Uniforms:</i>			
Junior Varsity Jerseys		\$4000	\$4000
Game Day Travel Suits	\$1500	\$5500	\$7000
Practice Pants	\$400	\$400	\$400
<i>Equipment:</i>			
Helmets	\$500	\$2500	\$3000
Mouthpieces (x100)	\$100		\$100
Girdles	\$200		\$200
Knee Pads	\$300		\$300
<i>Miscellaneous</i>			
HUDL subscription		\$1300	\$1300
Varsity helmet stickers (X100)		\$300	\$300
Endzone Camera		\$3000	\$3000
	\$3000	\$15,600	\$18,600

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) > ☒ Other (see instructions) > ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from FATCA reporting code (if any) (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) PO BOX 1031 or 700 PACIFIC STREET	Requester's name and address (optional)	
6 City, state, and ZIP code MONTEREY, CA 93942-1031 or 93940		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

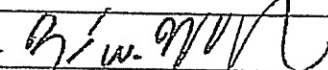
Social security number									
			-						
OR									
Employer identification number									
7	7	-	0	3	2	0	7	1	2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person > 	Date > CSU
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

MAYOR'S YOUTH FUND CLOSING REPORT *

Date Mayor's Youth Fund was approved by
council: July

Name of
Organization: SEASIDE HIGH FOOTBALL

Contact:
Alfred Avila

Address:
2200 Noche Buena St. Seaside, CA, 93955

Email/Phone:
aavila@mpusd.k12.ca.us

Amount of Donation
Received: \$3,000

What Items were purchased with Mayor's Youth Fund Donation:
practice jerseys, knee pads, girdles, replacement game jerseys, mouthpieces

Please describe the activities and the date the group/individual participated in related to reduce, reuse and recycle? Please provide written description, brief City Council presentation, and/or photos.

We collected all bottles and cans at our home football games and at all of our team lunches. We recycled our old equipment and got equipment from Hartnell college that they were going to throw away.

Signature: Alfred Avila

Date: 9/20/21

*This form is due 60 days upon receipt of funding by the applicant.
Organizations that do not comply within the 60 day time period may not apply for funding for the following year.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.K.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dave Fortune, Maintenance and Utilities Superintendent
Nisha Patel, Public Works Director/City Engineer

DATE: September 1, 2022

**SUBJECT: APPROVE CLEAN CALIFORNIA MAINTENANCE AGREEMENT
WITH THE STATE OF CALIFORNIA FOR STREET SWEEPING AND
GRAFFITI REMOVAL SERVICES ON HIGHWAY 218 FROM
FREMONT BOULEVARD TO HIGHWAY 1**

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute a Clean California Maintenance Agreement with the State of California to street sweep and remove graffiti on Canyon Del Rey Boulevard (Highway 218) from Fremont Boulevard to Highway 1.

BACKGROUND

The Clean California Maintenance Agreement ("AGREEMENT") is between the State of California, acting by and through the Department of Transportation ("STATE"), and the City of Seaside ("LOCAL AGENCY").

The AGREEMENT identifies specific maintenance functions the STATE requests LOCAL AGENCY to perform in the STATE right of way situated within LOCAL AGENCY'S jurisdictional limits as authorized in Streets and Highways Code Section 130.

Pursuant to the "Clean California Beautification Program of 2021," the PARTIES desire to identify specific mission-critical maintenance services LOCAL AGENCY will perform on and around STATE right of way situated within LOCAL AGENCY's jurisdictional limits.

1. Included Maintenance Activities.

1.1 LOCAL AGENCY shall perform litter and debris removal and associated traffic control on the State Route(s) (SR), post miles (PM) and approximate mile lengths

(STATE Right of Way) set forth in Exhibit A. LOCAL AGENCY shall sweep, remove and discard litter and debris, including, but not limited to: furniture, appliances, tire casings, bulky and large items, automobile wreckage, auto components, clothing, beverage containers, food packages and garbage.

1.2 LOCAL AGENCY shall perform Graffiti Removal.

2. Excluded Maintenance Activities.

2.1 Unsheltered Encampment Relocation. LOCAL AGENCY shall not engage in any activities to relocate any persons experiencing homelessness who are situated within the STATE Right of Way. LOCAL AGENCY shall comply with the processes and procedures set forth in STATE's "Interim Guidance on Encampments, Prioritizing and Addressing Encampments on Caltrans-owned Property," dated July 2021, and as may be amended during the term of this AGREEMENT (Interim Guidance).

2.2 Abandoned Encampments. If LOCAL AGENCY encounters abandoned homeless encampments at or within STATE Right of Way, LOCAL AGENCY shall comply with the processes and procedures set forth in STATE's Interim Guidance, including but not limited to coordination with STATE and the local California Highway Patrol.

2.3 Hazardous Material Clean up. LOCAL AGENCY shall not engage in any hazardous material clean-up activities. If LOCAL AGENCY encounters any hazardous materials, including but not limited to bloodborne pathogens, biological waste, feces, syringes, needles, sharp objects or unknown substances during maintenance services performed under this AGREEMENT, LOCAL AGENCY shall immediately contact STATE's District Hazardous Material manager for appropriate action.

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute the Clean California Maintenance Agreement (Attachment 1) with the State of California to street sweep and remove graffiti on Highway 218 from Fremont Boulevard to Highway 1.

FISCAL IMPACT

The City of Seaside can bill the State of California up to \$60,000 for services rendered under the Included Maintenance Activities for the Clean California Maintenance Agreement.

ATTACHMENTS

1. Clean California Maintenance Agreement
 2. Resolution
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

CLEAN CALIFORNIA MAINTENANCE AGREEMENT WITH THE CITY OF SEASIDE

This CLEAN CALIFORNIA MAINTENANCE AGREEMENT ("AGREEMENT") is made by and between the State of California, acting by and through the Department of Transportation ("STATE"), and the City of Seaside ("LOCAL AGENCY"); each may be referred to individually as a "PARTY" and jointly as "PARTIES".

RECITALS

1. This AGREEMENT will identify the specific maintenance functions STATE requests LOCAL AGENCY to perform in the STATE right of way situated within LOCAL AGENCY'S jurisdictional limits as authorized in Streets and Highways Code Section 130.
2. Pursuant to the "Clean California Beautification Program of 2021," the PARTIES desire to identify specific mission-critical maintenance services LOCAL AGENCY will perform on and around STATE right of way situated within LOCAL AGENCY's jurisdictional limits.

OPERATIVE PROVISIONS

1. **Maintenance Services.** LOCAL AGENCY shall perform litter and debris removal and associated traffic control, at the State Route(s) (SR), post miles (PM) and approximate mile lengths (STATE Right of Way) set forth in Exhibit A. LOCAL AGENCY shall sweep, remove and discard litter and debris, including, but not limited to: furniture, appliances, tire casings, bulky and large items, automobile wreckage, auto components, clothing, beverage containers, food packages and garbage.
2. **Maintenance Standards.** LOCAL AGENCY shall perform all maintenance services in compliance with the provisions of Streets and Highways Code section 27, and in accordance with California and federal laws and regulations and STATE policies, procedures and specifications in effect and as amended, and applicable municipal ordinances.
3. **Prior Maintenance Agreements.** The PARTIES agree that this AGREEMENT does not supersede the PARTIES' existing Delegated Maintenance Agreement or other maintenance agreements, if any.

4. **Maintenance Areas.** LOCAL AGENCY shall perform maintenance services in the STATE Right of Way locations and areas described in Exhibit A and listed in Exhibit B. LOCAL AGENCY shall perform work only in areas shown in Exhibits A and B of this AGREEMENT.
5. **Amendment to Agreement.** Changes to LOCAL AGENCY's maintenance services covered in this AGREEMENT may be made by each PARTY executing amended Exhibits A and B and/or executing additional pages to Exhibits A and B that shall be attached to this AGREEMENT and will supersede the original Exhibits A and B. Otherwise, this AGREEMENT may only be amended by a written agreement executed by both PARTIES. STATE's District Maintenance Agreement Coordinator (DMAC) must obtain prior written approval of any amendments from the District 5 Deputy Director of Maintenance before such amendments may become effective and enforceable under this AGREEMENT.
6. **Party Representatives and Notices.**

LOCAL AGENCY's Project Manager is: Dave Fortune

STATE's DMAC is: Michael Britton

All notices, document submittals and invoices required under this AGREEMENT shall be deemed to have been fully given when made in writing and received by the PARTIES at their respective addresses as follows:

LOCAL AGENCY

Attn: Name of Project Manager: Dave Fortune

Address: 440 Harcourt Ave.

City, Zip: Seaside, CA 93955

E-copy to: cityattorney@ci.seaside.ca.us

STATE

Attn: Ashley Johnson, Resource Manager <ashley.johnson@dot.ca.gov>

Address: 50 Higuera Street

San Luis Obispo, CA 93401

7. Excluded Maintenance Activities.

- 7.1 **Unsheltered Encampment Relocation.** LOCAL AGENCY shall not engage in any activities to relocate any persons experiencing homelessness who are situated within STATE Right of Way. LOCAL AGENCY shall comply with the processes and procedures set forth in STATE's "Interim Guidance on Encampments, Prioritizing and Addressing Encampments on Caltrans-owned Property," dated July 2021, and as may be amended during the term of this AGREEMENT (Interim Guidance).
- 7.2 **Abandoned Encampments.** If LOCAL AGENCY encounters abandoned homeless encampments at or within STATE Right of Way, LOCAL AGENCY shall comply with the processes and procedures set forth in STATE's Interim Guidance, including but not limited to coordination with STATE and the local California Highway Patrol.
- 7.3 **Hazardous Material Clean up.** LOCAL AGENCY shall not engage in any hazardous material clean-up activities. If LOCAL AGENCY encounters any hazardous materials, including but not limited to bloodborne pathogens, biological waste, feces, syringes, needles, sharp objects or unknown substances during maintenance services performed under this AGREEMENT, LOCAL AGENCY shall immediately contact STATE's District Hazardous Material manager for appropriate action.
- 7.4 **Weed Abatement.** LOCAL AGENCY shall not perform any weed abatement, remove overgrown brush, trees, grass and limbs or conduct any spraying, grading, mowing or discing for any maintenance services within STATE Right of Way.
8. **Graffiti Removal.** LOCAL AGENCY's graffiti removal shall be limited to removal of text only in accordance with Streets and Highway Code Section 96. Any graffiti that in any way resembles a mural, artwork, paintings, or other similar elements may not be removed. LOCAL AGENCY shall discuss such possible art with STATE's District 5 Transportation Art Coordinator (<Caltrans.Art.D5@dot.ca.gov>) before conducting any graffiti removal or remediation. STATE shall pay the actual cost of LOCAL AGENCY's graffiti removal as specified in Section 11 of this AGREEMENT.

9. **Maintenance Service Schedule.** LOCAL AGENCY shall provide STATE's District 5 Area Maintenance Superintendent, Michael Parker, at least twenty-four (24) hours prior telephone or email notice before performing any maintenance services under this AGREEMENT. His email and phone number are: michael.parker@dot.ca.gov or (831) 783-3010. LOCAL AGENCY shall provide the RESOURCE MANAGER identified in this AGREEMENT with a litter, debris and graffiti removal schedule. Maintenance services shall be provided at a minimum biweekly basis. Maintenance services shall be performed between the hours of 6:00 am and 6:00 pm and may be performed on weekends and holidays if necessary. LOCAL AGENCY must request prior written approval from STATE's District Maintenance Superintendent prior to performing any maintenance services before 6:00 am or after 6:00 pm
10. **Authorized Reimbursement.** The functions and levels of maintenance services delegated to LOCAL AGENCY in the attached Exhibits A and B and amounts appropriated to State pursuant to the Clean California Beautification Program of 2021 have been considered in setting authorized total dollar amounts. LOCAL AGENCY may perform additional work if desired, but STATE will not reimburse LOCAL AGENCY for any work in excess of the authorized dollar limits established herein.
11. **Cost Reimbursement.** STATE shall reimburse LOCAL AGENCY for LOCAL AGENCY's actual and necessary costs incurred to perform the maintenance services under this AGREEMENT; provided, however, that STATE's reimbursement shall not exceed the maximum authorized expenditures listed in Exhibit B.
- 11.1 **Amendment to Approved Expenditures.** Upon LOCAL AGENCY's written request, the expenditures per route for maintenance services set forth in Exhibits A and B may be increased, decreased, or redistributed between routes pursuant to the PARTIES executing an appropriate amendment in accordance with section 5 above. All such adjustments must be authorized in writing by the District Director or his/her authorized representative.
- 11.2 **Term of Expenditures.** Additional expenditures or an adjustment of expenditures once authorized shall apply only for the term of this AGREEMENT and shall not be deemed to permanently modify or change the basic maximum expenditures per route as specified in

Exhibits A and B. Any expenditure adjustments shall not affect or alter any other terms of this AGREEMENT.

12. **Billing, Payment and Reporting.**

12.1 **Billing Date.** LOCAL AGENCY shall submit billing invoices to STATE's RESOURCE MANAGER each month beginning after the first month LOCAL AGENCY has performed maintenance services under this AGREEMENT. LOCAL AGENCY shall not submit billing invoices for reimbursement of costs less than \$500 more than once each quarter. LOCAL AGENCY shall also submit billing invoices promptly following the close of STATE's fiscal year on each June 30th.

12.2 **Billing Submission Format.** Each billing invoice shall include all of the following:

- (a) STATE's Clean California Program Code: CLEANCADMA;
- (b) AGREEMENT number: CCMA 05-22-MB11;
- (c) Date(s) of services;
- (d) Location of services;
- (e) Number of hours and hourly rates;
- (f) Receipts for trash disposal;
- (g) Receipts for equipment, materials and supplies; and
- (h) LOCAL AGENCY's maintenance services report that includes the information required under section 15 of this AGREEMENT.

STATE shall pay LOCAL AGENCY for the maintenance services satisfactorily performed in accordance with the rates and schedules in Exhibits A and B.

13. **Successors.** This AGREEMENT shall be binding upon and inure to the benefit of each of the PARTIES' successors-in-interest, including, but not limited to any public entity to whom any part of the STATE right of way covered under this AGREEMENT may be relinquished and any subsequently incorporated city or other municipality established within the LOCAL AGENCY's jurisdictional limits.

14. **Encroachment Permits.** Before LOCAL AGENCY may enter STATE right of way to perform any maintenance services in the areas covered by this AGREEMENT, STATE's District 5 Encroachment Permit Office must issue an initial encroachment permit at no cost to LOCAL AGENCY. LOCAL AGENCY must obtain additional encroachment permits, if necessary, to enter or perform any work within STATE right of way not covered by this AGREEMENT. STATE will issue these additional encroachment permits at no cost to LOCAL AGENCY. LOCAL AGENCY's contractors and sub-contractors must apply for and be issued separate encroachment permits before they may enter STATE right of way to perform any maintenance or work under this AGREEMENT.
15. **Performance Monitoring.** LOCAL AGENCY shall prepare a Performance Report to record and report the quantity and description of litter and debris removed and maintenance services performed at each clean-up site and location set forth in Exhibits A and B. This Performance Report shall include dated and executed documents demonstrating the amount of litter and debris removed. The RESOURCE MANAGER may also request that LOCAL AGENCY provide photographs of the sites taken before and after LOCAL AGENCY's maintenance services are performed.
16. **Legal Disposal of Litter Collected.** LOCAL AGENCY shall make its own arrangements for the legal disposal of litter or debris materials to authorized disposal sites. LOCAL AGENCY shall not leave any filled litter bags, litter piles or other groups of litter assembled during its maintenance services along or in STATE Right of Way. Such litter groupings shall be removed out of STATE Right of Way each day LOCAL AGENCY performs the maintenance services in this AGREEMENT.
17. **Safety and Worker Compliance.** LOCAL AGENCY shall be solely responsible for crew pay, workers compensation and any other benefits required by state and federal law. Subcontractors and crew members are not considered STATE's employees at any time. LOCAL AGENCY shall comply with all applicable State and Federal statutes and regulations governing worker and public safety, including but not limited to compliance with CAL-OSHA regulations and guidelines. LOCAL AGENCY shall notify the STATE's District 5 Area Maintenance Superintendent no later than Tuesday of the prior week when traffic controls, flags, signs, or lane closures are necessary to safely

perform any maintenance services and must receive prior approval for any such lane and/or shoulder closures.

18. **Equipment and Supplies.** LOCAL AGENCY shall provide the necessary equipment, tools, personal protective equipment, materials, supplies and products necessary to perform the maintenance services under this AGREEMENT. STATE shall reimburse LOCAL AGENCY for the reasonable costs of such equipment and supplies not to exceed the authorized expenditures set forth in Exhibits A and B.

19. **Legal Relations and Responsibilities.**

- 19.1 **No Third-party Beneficiaries.** This AGREEMENT is not intended to create duties, obligations, or rights of third parties beyond the PARTIES to this AGREEMENT. Nor does this AGREEMENT affect a PARTY's legal liability by imposing any standard of care for the maintenance of STATE highways different from the standard of care imposed by law.

- 19.2 **Indemnification.** Neither STATE nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by LOCAL AGENCY in connection with any work, authority or jurisdiction conferred upon LOCAL AGENCY under this AGREEMENT. LOCAL AGENCY shall fully defend, indemnify, and save harmless STATE and its officers and employees from all claims, suits, or actions of every kind occurring by reason of anything done or omitted to be done by LOCAL AGENCY, its contractors, sub-contractors and/or its agents pursuant to this AGREEMENT.

Neither LOCAL AGENCY nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. STATE shall fully defend, indemnify, and save harmless LOCAL AGENCY and its officers and employees from all claims, suits, or actions of every kind occurring by reason of anything done or omitted to be done by STATE under this Agreement.

19.3 **Work-related Injuries.** If a LOCAL AGENCY-assigned crew member is injured while performing maintenance services under this AGREEMENT, LOCAL AGENCY or its designated subcontractor shall be responsible for ensuring the crew member is given prompt medical care and treatment and, if necessary, transportation to a medical facility. LOCAL AGENCY or its designated subcontractor shall administer any injury and workers compensation claims. LOCAL AGENCY shall notify the STATE's Area Maintenance Superintendent within twenty-four (24) hours when any such incident has occurred.

20. **Prevailing Wages and Labor Compliance.** LOCAL AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for public works or maintenance contracts and subcontracts executed for the LOCAL AGENCY's maintenance services under this AGREEMENT.

21. **Self-Insured.** LOCAL AGENCY is self-insured. LOCAL AGENCY shall deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury and property damage liability, in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess by delivering a Letter Certifying Self-Insurance. The Letter of Self-Insurance must be substantially in the form of Exhibit C and identify the AGREEMENT number, and location as depicted in Exhibits A and B. LOCAL AGENCY shall provide the original Letter Certifying Self-Insurance as a condition to STATE's execution of this AGREEMENT. A copy of the original letter shall be attached to this AGREEMENT as Exhibit C.

Self-Insured using Contractor. If the work performed under this AGREEMENT is done by LOCAL AGENCY's contractor(s), LOCAL AGENCY shall require its contractor(s) to maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. LOCAL AGENCY shall provide a certificate of insurance evidencing this insurance in a form satisfactory to STATE.

22. **Budget Contingency.** STATE's payments to LOCAL AGENCY are contingent upon the Legislature appropriating sufficient funds under the Budget Act, the allocation of funding by the Clean California State Beautification Program of 2021 as appropriate, and the encumbrance of funding to STATE's District Office.

23. **Termination.** This AGREEMENT may be terminated by the mutual written consent of each PARTY. STATE may terminate this AGREEMENT for convenience or for cause upon thirty (30) days' prior written notice to LOCAL AGENCY. LOCAL AGENCY may terminate this AGREEMENT upon thirty (30) days' prior written notice to STATE.

24. **Term of Agreement.** This AGREEMENT shall become effective on the last of the dates each PARTY's authorized representative has executed this AGREEMENT and shall expire on June 30, 2024, unless terminated or amended.

25. **Authority.** Each individual executing this AGREEMENT on behalf of each PARTY represents and warrants that he/she is duly authorized to execute this AGREEMENT as authorized under Streets and Highways Code Sections 114 and 130. LOCAL AGENCY represents and certifies that it has, through its regular political process, authorized the execution of this AGREEMENT by appropriate resolution, delegation, or plenary authority as required.

Counterparts. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

26. **Electronic Signatures.** Electronic signatures of the PARTIES, whether digital or encrypted, are intended to authenticate this written AGREEMENT, and shall have the same force and effect as manual signatures for this AGREEMENT.

THE LOCAL AGENCY OF

Dated:

Mayor

INITIATED AND APPROVED:

Dated:

City Manager

Dated:

City Clerk

APPROVED AS TO FORM

Dated:

City Attorney

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

Dated:

Deputy District Director
Maintenance District 5

EXHIBIT A

Route No.	Length Miles	Description of Routing	Program Code
218	1.1	PM R 0.00 to L0.92 Canyon Del Rey Blvd from State Route 1 to Fremont Blvd.	CLEANCADMA

EXHIBIT B**BREAKDOWN & LISTING OF MAINTENANCE TASKS**

Rte No.	Post Miles	Litter per Bag (CY)	Large Items	Graffiti	Traffic Control	Other (CY)	Maximum Authorized Expenditures
218	R 0.00 to L 0.92	X	X	X	X	X	Actual Cost
TOTAL MAXIMUM AUTHORIZED EXPENDITURES:							\$60,000

EXHIBIT C

LETTER CERTIFYING CITY'S SELF-INSURED STATUS (TEMPLATE)

On Local Agency letterhead

Caltrans – District 5 _____, 20__

ATTN: Michael Britton

Re: Statement of Self-Insurance for CITY of Seaside for Clean California
Maintenance Agreement No. CCMA 05-22-MB11 with California
Department of Transportation for the Litter and Debris Removal along SR
218 within the Seaside City Limits

Dear Michael:

This letter certifies that the CITY of Seaside is self-insured and self-funded covering third-party claims arising out of its general operations (i.e.; commercial general liability and automobile liability insurance). Further, the CITY is self-insured covering workers' compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the CITY appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the CITY.

The CITY certifies its self-insured, general liability coverage for bodily injury and property damage liability, meets the required coverage amounts in section 21 (Insurance) of the Clean California Maintenance Agreement, specifically general liability insurance, coverage of bodily injury and property damage liability in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess.

If you need any additional information regarding this letter, please direct those inquiries through my office.

Sincerely,

Finance Manager/Risk Manager/Authorized Representative's Title

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING A CLEAN CALIFORNIA MAINTENANCE AGREEMENT WITH THE STATE OF CALIFORNIA FOR STREET SWEEPING AND GRAFFITI REMOVAL SERVICES

WHEREAS, the City of Seaside currently has a maintenance service agreement with the State of California to maintain Canyon Del Rey Boulevard within the city limits for street sweeping and landscaping; and

WHEREAS, with existing agreement, the City of Seaside has maintained a successful partnership with the State of California for 30 plus years, but the agreement limits the billing to \$5500.00 per year; and

WHEREAS, State of California seeks to have an additional maintenance service agreement, Clean California Maintenance Agreement, with the City of Seaside to provide street sweeping and graffiti removal along Canyon del Rey Boulevard from Fremont Boulevard to Highway 1; and

WHEREAS, under the new maintenance service agreement, the City of Seaside would provide street sweeping services on a weekly basis tracking the amount of litter removed by the street sweeping service to report to the State of California as well provide required documentation for the City's Storm Water Management Program; and

WHEREAS, graffiti removal services will be provided on an as needed basis; and

WHEREAS, homeless encampment and hazardous material clean-up are not included services in the Clean California Maintenance Agreement; and

WHEREAS, the City of Seaside will be reimbursed up to \$60,000.00 per year for the services provided under the Included section of the Clean California Maintenance Agreement; and

WHEREAS, reimbursement under the Clean California Maintenance Agreement is in addition to the reimbursement under the existing maintenance service agreement.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute a Clean California Maintenance Agreement with the State of California as shown on "Attachment 1".

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, duly held on the 1st day of September, 2022, by the following votes:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 8.L.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dominique Davis, City Clerk

DATE: September 1, 2022

**SUBJECT: PROCLAMATION DESIGNATING SEPTEMBER 2022 AS
NATIONAL RECOVERY MONTH**

RECOMMENDATION

Proclaim September as National Recovery Month in the City of Seaside.

BACKGROUND

National Recovery Month (Recovery Month) is a national observance held every September to promote and support new evidence-based treatment and recovery practices, the emergence of a strong and proud recovery community, and the dedication of service providers and community members across the nation who make recovery in all its forms possible.

Recovery Month celebrates the gains made by those in recovery from substance use and mental health, just as we celebrate improvements made by those who are managing other health conditions such as hypertension, diabetes, asthma, and heart disease.

Each September, Recovery Month works to promote and support new evidence-based treatment and recovery practices, the emergence of a strong and proud recovery community, and the dedication of service providers and community members across the nation who make recovery in all its forms possible.

FISCAL IMPACT

None

ATTACHMENTS

1. National Recovery Month September 2022
-

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, reading "Jaime M. Fontes", is positioned above a horizontal line. Below the line, the name "Jaime M. Fontes, City Manager" is printed in a black, sans-serif font.

CITY OF SEASIDE PROCLAMATION



SEPTEMBER IS NATIONAL RECOVERY MONTH

WHEREAS, September is observed across the nation as National Recovery Month.

WHEREAS, the impact of mental and substance use disorders and co-occurring disorders is apparent in our local community, and a great number of Seaside residents are affected by these conditions. About 2 million Californians met the criteria for substance use disorder.

WHEREAS, mental and substance use disorders, including co-occurring disorders affect all communities nationwide, but with commitment and support, people with these disorders can achieve healthy lifestyles and lead rewarding lives in recovery. By seeking help, people who experience mental, substance use disorders and co-occurring disorders can embark on a new path toward improved health and overall wellness. Sun Street Centers provides the community with the resources to begin and continue their recovery.

WHEREAS, through Recovery Month, people become more aware and able to recognize the signs of mental and substance use disorders and co-occurring disorders and encourages people in need of treatment and recovery services to seek help. Managing the effects of these conditions helps individuals achieve healthy lifestyles, both physically and emotionally.

WHEREAS, the Recovery Month observance continues to work to improve the lives of those affected by mental and substance use disorders and co-occurring disorders by raising awareness of these disorders and educating communities about the effective treatment, and recovery services that are available. Sun Street Centers also educates youth to prevent substance use disorders from happening. For the above reasons, Sun Street Centers asks the citizens of Seaside to join in celebrating this September as National Recovery Month.

THEREFORE, BE IT PROCLAIMED, that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim, and the filing of this proclamation in the Office of the City Clerk and that widespread publicity and notice be given of this proclamation the month of September 2022 as **National Recovery Month**. In doing so, call upon our community to observe this month with compelling programs and events that support this year's observance.

Ian N. Oglesby, Mayor
September 1, 2022



CITY OF SEASIDE STAFF REPORT

Item No.: 8.M.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: September 1, 2022

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF PORTIONS OF CANYON DEL REY BOULEVARD, HARCOURT AVENUE, ALLSTON STREET, AND HILLSDALE AVENUE ON SEPTEMBER 18, 2022, FOR THE CITY OF SEASIDE'S "OAXACA BY THE SEA" EVENT

RECOMMENDATION

Adopt a resolution authorizing the closure of portions of Canyon Del Rey Boulevard, Harcourt Avenue, Allston Street, and Hillsdale Avenue for the City of Seaside's community event on September 18, 2022.

BACKGROUND

The City of Seaside will be holding the 2nd annual Oaxaca by the Sea Event on Sunday, September 18, 2022, at Laguna Grande Park. This event will need to utilize Canyon Del Rey for the activities, and the overall safety of the event. The closure of Canyon Del Rey will greatly enhance the event and will allow for greater safety for participants and staff.

This year's event will feature the signing of the Sister City agreement with the delegation from Oaxaca de Juarez, Mexico. There will also be a display of traditional dance and music from performers that will be visiting Seaside from Oaxaca. In addition, local food and craft vendors that specialize in Oaxacan cuisine will be featured as well as other activities for families and children.

FISCAL IMPACT

The estimated fiscal impact of closing the road is \$700.00 for public works staff time.

ATTACHMENTS

1. Resolution
-

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, reading "Jaime M. Fontes", is written over a horizontal line.

Jaime M. Fontes, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE CLOSURE OF PORTIONS OF HIGHWAY 218 (CANYON DEL REY), HARCOURT AVENUE, ALLSTON STREET, AND HILLSDALE AVENUE TO THROUGH TRAFFIC ON SEPTEMBER 18, 2022

WHEREAS, the City of Seaside sponsors the Community Event "Oaxaca by the Sea" on September 18, 2022, at Laguna Grande Park that is open to the public; and

WHEREAS, it is necessary to close Highway 218 (Canyon Del Rey), Harcourt Avenue, Hillsdale Street, and Allston Street to through traffic between the hours of 8:00 a.m. and 7:00 p.m. on September 18, 2022, to insure the safety of the public and staff; and

WHEREAS, the California Department of Transportation requires a City Council resolution approving closure of state highways and city roadways.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby approves the closure of Highway 218 (Canyon Del Rey) from Hilby Avenue to Sonoma Avenue; Harcourt Avenue from Canyon Del Rey to Hillsdale Street; Allston Street and Hillsdale Street at Harcourt Avenue, between the hours of 8:00 a.m. and 7:00 p.m. on September 18, 2022, to ensure the safety of the public using this portion of roadway during this event.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 1st day of September 2022, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 8.N.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Sheri Damon, City Attorney

DATE: September 1, 2022

**SUBJECT: **ADOPT A RESOLUTION AUTHORIZING AN EXTENSION OF THE
14 ACRE FEET PER YEAR ALLOCATION OF WATER FOR THE
RESIDENTIAL REUSE OF THE MEDICAL OFFICERS BARRACKS
LOCATED AT 4386-4387 PARKER FLATS CUTOFF ROAD****

RECOMMENDATION

Adopt a resolution authorizing an extension of the 14 Acre Feet per Year (AFY) water allocation for the residential reuse of the Medical Officers Barracks located at 4386-4387 Parker Flats Cutoff Road.

BACKGROUND

On November 19, 2020, the City Council allocated 14 Acre Feet per Year (AFY) of water for the Parker Flats apartment by adopting Resolution 20-95. On or about September 16, 2021, the City Council extended the water allocation for another year by adopting Resolution 2021-88. During the past year, Glover Enterprises submitted their application for design review. The environmental review for that application was not completed until April 2022. On or about May 11, 2022, the Board of Architectural Review considered the environmental document and approved the design. A Notice of Determination was filed shortly thereafter and that decision was not challenged. The next critical step was annexation of the project location to the Marina Coast Water District (MCWD) service boundaries. On August 22, 2022, the Monterey County Local Agency Formation Commission (LAFCO) heard the MCWD request to annex the property into the district and approved the request. There are additional steps that LAFCO and the MCWD must take to finalize the annexation, including filing of appropriate maps, which may take several months. On August 23, 2022, Glover Enterprises requested another one year extension of the water allocation in order to protect the progress made in moving the residential reuse of the Medical Officers Barracks forward.

At this time, staff recommends extending the construction time period an additional year in order to provide continued certainty regarding the reuse of the property.

FISCAL IMPACT

Neutral to positive when project is completed.

ATTACHMENTS

1. Glover Request Water Allocation Extension
 2. Resolution
 3. Resolution 21-88 Extending 14 Acre Feet Per Year Allocation of Water
 4. Resolution 20-95 Allocating water to develop the residential uses on Medical Officers Barrack Property
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

Glover Enterprises
P. O. Box 957
Seaside, Ca. 93955
831-394-4885 / 831-596-7454

August 23, 2022

Mr. Jaime M. Fontes City manager
City of Seaside
440 Harcourt Avenue
Seaside, CA. 93955

Dear Mr. Fontes:

On November 19, 2020, the City Council approved and adopted Resolution No. 2020-95, allocating 14 acre feet of water per year for the residential reuse of the Medical Officers Barracks located at 4386 - 4387 Parker Flats Cutoff Road.

On August 24, 2021, Glover Enterprises requested a one-year extension due to the one year delay of the Department of Industrial Relations making a prevailing wage determination. We received their determination on December 30, 2021. On September 16, 2021, the City Council adopted Resolution No. 2021-88 granting an extension of the one-year construction start period in order to allow the developer additional time to proceed with the reuse of the property.

As noted in the November 2020 resolution Glover Enterprises has met all requirements of the Purchase & Sales Agreement. This letter serves as our formal request for City Council consideration of an additional one year extension of the water allocation. The extension request is due to the fact that several key items have only recently been approved; i.e., the 2nd final CEQA document was completed April 2022, the Board of Architectural Review Board approved the project on May 11, 2022, and the LAFCO annexation was approved on August 22, 2022. With the approval of the annexation an Infrastructure Agreement can now be negotiated with Marina Coast Water District as the next step.

As you can see many critical steps have been taken and accomplished in the past year. We trust you will favorably consider the extension since the delay is not due to any lack of progress or compliance issues by Glover Enterprises.

Thank you for your consideration and we are happy to answer any questions.

Sincerely yours,


Alfred P. Glover, Owner
Glover Enterprises

RESOLUTION NO. 2022-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**EXTENDING 14 ACRE FEET (AFY) ALLOCATION OF WATER FOR THE
RESIDENTIAL REUSE OF THE MEDICAL OFFICERS BARRACKS LOCATED AT
4386-4387 PARKER FLATS CUTOFF ROAD**

WHEREAS, on or about September 17, 2020, the City Council approved a Purchase & Sale Agreement with AP Glover Enterprises LLC for the residential reuse of the property located at 4386-4387 Parker Flats Cutoff Road containing two existing residential buildings, also known as the Medical Officer Barracks, on 4.98 acre parcel; and

WHEREAS, on November 19, 2020, the City Council approved and adopted Resolution No. 20-95, the allocation of 14 acre feet of water per year for the residential reuse of the Medical Officer Barracks located at 4386-4387 Parker Flats Cutoff Road; and

WHEREAS, Resolution 20-95 provided the water allocation is subject to recall should the project not proceed within a one-year period; and

WHEREAS, on or about September 17, 2021, the City Council approved and adopted Resolution No. 2021-88 which extended the allocation for an additional one year period; and

WHEREAS, AP Glover Enterprises, LLC, submitted an application, which underwent additional environmental review which was completed in April 2022, and was heard by the Board of Architectural Review on or about May 11, 2022; and

WHEREAS, the Monterey County Local Agency Formation Commission (LAFCO) considered the request of Marina Coast Water District to include the Parker Flats Apartments/Medical Officer Barracks property within its service area on August 22, 2022; and

WHEREAS, the full annexation of the Medical Officer Barracks will not be fully completed until the maps are filed with the appropriate governmental entities which will take several months; and

WHEREAS, on or about August 23, 2022, AP Glover Enterprises LLC requested that the City extend the water allocation for a one year period in order to provide more certainty for the residential reuse of the property; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby grants an extension of the one-year construction start period in order to

provide more certainty for the residential reuse of the property known as the Medical Officers Barrack property located at 4386-4387 Parker Flats Cutoff Road. The City Council may recall any or all of the allocation that is not utilized for the proposed residential reuse should the project not begin within a year from the date of this allocation and may recall any or all of the allocation for which there is a "water savings" or replacement of reclaimed water for potable supply and to re-allocate to other appropriate projects within the City of Seaside.

PASSED AND ADOPTED by meeting of City of Seaside duly held on the 1st day of September, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney

RESOLUTION NO. 21-88

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

EXTENDING 14 AFY ALLOCATION OF WATER FOR THE RESIDENTIAL REUSE OF THE MEDICAL OFFICERS BARRACKS LOCATED AT 4386-4387 PARKER FLATS CUTOFF ROAD

WHEREAS, on or about September 17, 2020, the City Council approved a Purchase & Sale Agreement with AP Glover Enterprises LLC for the residential reuse of the property located at 4386-4387 Parker Flats Cutoff Road containing two existing residential buildings, also known as the Medical Officer Barracks, on 4.98 acre parcel; and

WHEREAS, on November 19, 2020, the City Council approved and adopted Resolution No. 20-95, the allocation of 14 acre feet of water per year for the residential reuse of the Medical Officer Barracks located at 4386-4387 Parker Flats Cutoff Road; and

WHEREAS, Resolution 20-95 provided the water allocation is subject to recall should the project not proceed within a one-year period; and

WHEREAS, on or about December 15, 2020, the escrow closed and the property was sold to AP Glover Enterprises LLC; and

WHEREAS, AP Glover Enterprises LLC submitted the wage determination package to the State Department of Industrial Relations shortly on or about October 26, 2020, however, and all requests for additional information have been complied with in a timely manner; and

WHEREAS, although AP Glover Enterprises LLC has met all requirements of the Purchase & Sales Agreement, the Department of Industrial Relations still has not issued its prevailing wage determination notwithstanding the request was made shortly after the September 17, 2020 approval by the City Council; and

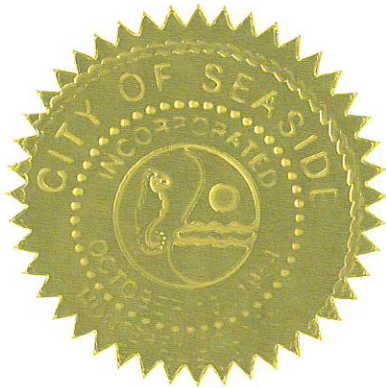
WHEREAS, on or about August 24, 2021, AP Glover Enterprises LLC requested that the City extend the water allocation for a one year period in order to provide more certainty for the residential reuse of the property; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby grants an extension of the one-year construction start period in order to provide more certainty for the residential reuse of the property known as the Medical Officers Barrack property located at 4386-4387 Parker Flats Cutoff Road. The City Council may recall any or all of the allocation that is not utilized for the proposed residential reuse should the project not begin within a year from the date of this allocation and may recall

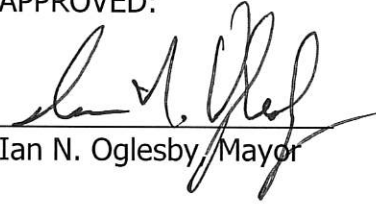
any or all of the allocation for which there is a "water savings" or replacement of reclaimed water for potable supply and to re-allocate to other appropriate projects within the City of Seaside.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 16th day of September 2021, by the following vote:

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



APPROVED:



Ian N. Oglesby, Mayor

ATTEST:



Dominique L. Davis, City Clerk

RESOLUTION NO. 20-95

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ALLOCATING 14 ACRE FEET OF WATER PER YEAR FOR THE RESIDENTIAL REUSE OF THE MEDICAL OFFICER BARRACKS LOCATED AT 4386-4387 PARKER FLATS CUTOFF ROAD

WHEREAS, the City of Seaside has entered into a Purchase and Sale Agreement with AP Glover Enterprises LLC to purchase the property containing two existing residential buildings, also known as the Medical Officer Barracks, on a 4.98 acre parcel located at 4386-4387 Parker Flats Cutoff Road, and is prepared to move forward to close on the property upon receipt of water allocation for the residential reuse of the property; and

WHEREAS, AP Glover Enterprises LLC is proposing to reuse the existing buildings for residential uses; and

WHEREAS, the water utility district, Marina Coast Water District (MCWD), has reviewed and confirmed the Developer's preparation of anticipated water demand for the proposed Project; and

WHEREAS, the water demand prepared for the proposed residential reuse of the project has been reviewed by MCWD and MCWD has recommended allocating an amount of 14 acre feet per year for this project; and

WHEREAS, it is the intent of the City to ensure that projects that are in construction or about to be in construction have sufficient water supply on the one hand, while on the other hand requiring the most efficient use of water. It is the intent of the City that landscaping be watered with reclaimed or recycled water when that water is available. The allocations made herein are subject to partial reallocation and recall if the project does not proceed within a one year period and if the final water usage is less than the allocated amount; and

WHEREAS, the City has existing Fort Ord water allocation which is currently not being utilized by a current and pending projects. In addition, the City has approved a series of long term water supply projects to augment the water in the Fort Ord areas, including an In Lieu Water Storage project and other projects utilizing reclaimed or other water savings measures in order to meet the projected water demand for projects located on the former Fort Ord Lands; and

WHEREAS, MCWD currently has sufficient water supply to meet the projected water demands associated with the proposed project and will be entering into a water

infrastructure and service agreement with the Developer requiring both the construction of new infrastructure and the payment of water and sewer service fees; and .

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby allocates up to 14 acre feet of water to develop the residential uses located on the property known as the Medical Officers Barrack property located at 4386-4387 Parker Flats Cutoff Road. The project shall be required to use when available reclaimed or recycled water for the landscaping components of the project. The City Council may recall any or all of the allocation that is not utilized for the proposed residential reuse should the project not begin within a year from the date of this allocation and may recall any or all of the allocation for which there is a "water savings" or replacement of reclaimed water for potable supply and to re-allocate to other appropriate projects within the City of Seaside.

PASSED AND ADOPTED at a special meeting of the City Council of the City of Seaside, State of California, on the 19th day of November, 2020, by the following vote:

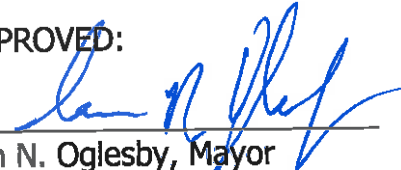
AYES:	5	COUNCIL MEMBERS:	Campbell, Kispersky, Oglesby, Pacheco, Wizard
NOES:	0	COUNCIL MEMBERS:	None
ABSENT:	0	COUNCIL MEMBERS:	None
ABSTAIN:	0	COUNCIL MEMBERS:	None

ATTEST:



Lesley Milton, City Clerk

APPROVED:



Ian N. Oglesby, Mayor



CITY OF SEASIDE STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dominique Davis, City Clerk

DATE: September 1, 2022

**SUBJECT: AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE
CHAPTER 2.42 CONFLICT OF INTEREST CODE SECTION
2.42.130 APPENDIX - DESIGNATED EMPLOYEES (SECOND
READING - ROLL CALL VOTE)**

RECOMMENDATION

Second reading of an ordinance amending SMC Chapter 2.42 Conflict of Interest Code Section 2.42.130 Appendix - Designated Employees.

BACKGROUND

The proposed draft ordinance seeks to update the Conflict of Interest Code in compliance with the Political Reform Act by updating the list of designated employees that file statements at times and under circumstances described in [Government Code Section 87200](#).

The Council heard and considered this item for the first reading at its August 18, 2022, Council meeting. A unanimous vote approved the proposed amendments and called for a second reading of the ordinance.

CONFLICT OF INTEREST CODE

The Political Reform Act, Government Code Section 81000, et. seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission (FPPC) has adopted a regulation, 2. California Code of Regulations Section 18730, which contains the terms of conflict of interest code. It can be incorporated by reference, and may be amended by the FPPC after public notice and hearings to conform to amendments in the Political Reform Act. In 2018, the City Council adopted modifications to the Conflict of Interest Code language and they

remain up to date.

The Secretary of State requires that the government agencies periodically review and approve the code confirming compliance. The current code language is in compliance with the exception of the need to modify the designated City officials and employees that are subject to this code. Organizational and staffing changes have occurred since the last update. The draft ordinance attached, includes the recommended modifications to the list of City officials and employees in order to comply with the disclosure categories set forth under the conflict of interest code. The draft ordinance also incorporates a provision should future changes to the Appendix occur from time to time, that it will be conducted by the City Council by resolution duly adopted.

Designated employees shall file their statements upon taking office, annually and when leaving office with the City Clerk. Statements are available for public inspection and reproduction in accordance with Government Code Section 81008. Statements for all designated employees will be retained by the City according to the adopted record retention schedule.

FISCAL IMPACT

None.

ATTACHMENTS

1. Draft Ordinance Amendments - Conflict of Interest Code

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE

PROVIDING A TEXT AMENDMENT TO SEASIDE MUNICIPAL CODE CHAPTER 2.42 CONFLICT OF INTEREST CODE SECTIONS 2.42.030 and 2.42.130 APPENDIX – DESIGNATED EMPLOYEES

WHEREAS, the City of Seaside has a conflict of interest code that affects designated employees which was last revised in 2018; and

WHEREAS, Chapter 2.42.030, as currently drafted requires an ordinance amendment each time the designated employee list changes; and

WHEREAS, since 2018 there have been changes in the commissions, names and positions which shall be designated given their role in working with the City; and

WHEREAS, the City acknowledges the need to update the list of designated employees and provide for a more streamlined approach by allowing changes to the Appendix with Designated Persons by resolution.

THE CITY COUNCIL OF THE CITY OF SEASIDE DOES ORDAIN AS FOLLOWS:

SECTION 1. GENERAL PURPOSE AND FINDINGS.

The purpose of this Ordinance is to consider the following text amendments to the Seaside Municipal Code:

Text amendment to the Seaside Municipal Code Chapter 2.42, Section 2.42.030 and to update Section 2.42.130 Appendix with the current designated employees.

SECTION 2. ENVIRONMENTAL COMPLIANCE

The proposed changes to the Ordinance will not result in direct or indirect changes to the environment and do not meet the definition of project under CEQA. (14 CCR 15378(b))

SECTION 3. TEXT AMENDMENT

This ordinance revises section 2.42.030 and Section 2.42.130. Additions are shown in underline and deletions in ~~strikeout~~ as follows:

2.42.030 Designated ~~employees~~Persons.

The City may adopt or update by Resolution or Ordinance an Appendix which contains a list of Designated Persons required to comply with filing of conflict of interest forms, including but not limited to employees, and any such ordinance or resolution shall be incorporated as an appendix to this Chapter 2.42 and reflected in section 2.42.130. The persons holding positions listed in the appendix set forth in SMC 2.42.130 are designated ~~employees~~persons. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on financial interests, as listed in SMC 2.42.130

2.42.130 Appendix – Designated Person~~employees~~.

This appendix may be updated from time to time by Ordinance or Resolution of the City Council.

I. City Officials.*

- a. Mayor and city council;
- b. Successor agency to the redevelopment agency;
- c. Parking authority;
- d. Art and history commission;
- ~~e. Board of architectural review;~~
- e.f. Oversight board to the successor agency of the redevelopment agency;
- ~~fg.~~ Community development advisory committee;
- ~~gh.~~ Neighborhood improvement ~~program~~ commission;
- ~~hi.~~ Recreation and parks commission;
- ~~ij.~~ Planning commission;
- ~~jk.~~ Traffic advisory committee.
- k. Commission on Jobs, Opportunities and Businesses in Seaside

II. Category 1 – Designated ~~Employees~~Persons.

- a. City manager;
- b. City attorney;
- ~~c. Deputy city manager, administrative services;~~
- d. Fire chief;
- ~~e. Deputy fire chief;~~
- ~~f. Fire division chief;~~
- ~~e. g.~~ Police chief;
- ~~f. h.~~ Deputy police chief;
- ~~i. Police commander;~~
- ~~g. j.~~ City clerk;

~~h-k.~~ Public Works Director/City engineer;
l. Finance director;
~~i-m.~~ Assistant finance director;
~~j-n.~~ Financial analyst;
o. Accountant I/II;
~~k-p.~~ Human resources director/risk manager;
q. Human resources analyst;
r. Housing programs manager;
~~l-s.~~ Administrative analyst I/II;
~~m-t.~~ Economic development and community planning program manager;
u. Senior civil engineer;
~~n-v.~~ Chief Building official;
~~o-w.~~ Senior planner;
~~p-x.~~ Associate planner;
~~q-y.~~ Code enforcement officer compliance officer;
~~r-z.~~ Vehicle abatement officer;
~~s-aa.~~ Recreation director;
~~t-bb.~~ Recreation superintendent;
~~u-cc.~~ Maintenance and utilities superintendent;
~~v-dd.~~ Information services manager.

III. Consultants.

Consultants are defined for reporting purposes who prepare a product or perform services of a general nature and/or on an ongoing basis and participate by direct advice to the decision-makers. Generally, consultants who prepare a product or perform services for single specific matters are not the type of consultants required to be covered by a code, whereas consultants who provide more general assistance and advice to a government agency on an ongoing basis should be covered.

Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation:

The city manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements in this section.

Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements.

The city manager's determination is public record and shall be retained for public inspection in this same manner and location as this conflict of interest code. (Ord.

1049 § 2, 2018; Ord. 1034 § 3, 2017; Ord. 1018 § 2, 2014; Ord. 956 § 3 (Appx. A), 2006; Ord. 888 § 4 (Appx. A), 2000; Ord. 736 § 1, 1988; Ord. 583 (Exh. A), 1981)

* These officials are listed for disqualification purposes only. They are required to file disclosure statements pursuant to Article 2 of the Political Reform Act.

1 Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under Article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements; provided, that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Government Code Section 81004.

2 See Government Code Section 81010 and 2 California Administrative Code Section 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

3 For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

4 Investments and interests in real property which have a fair market value of less than one thousand dollars are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of ten percent or greater.

SECTION 4. FINDING

The City Council hereby finds that the persons added to the Appendix make or participate in the making of decisions which may foreseeably have a material effect on financial interests

SECTION 5. SEVERABILITY.

- A. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable.
- B. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be held unconstitutional, invalid or unenforceable.

SECTION 65. EFFECTIVE DATE

This Ordinance shall become effective thirty (30) days after its final passage and adoption at a duly noticed public hearing for the second reading of the proposed text revisions.

INTRODUCED AND PASSED TO PRINT at a regular meeting of the City Council of the City of Seaside, State of California, on the 18th day of August 2022.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the ____ day of _____, 2022, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney



CITY OF SEASIDE STAFF REPORT

Item No.: 10.A.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Ashley Collick, Assistant City Manager

DATE: September 1, 2022

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE SISTER CITY
AGREEMENT BETWEEN THE MUNICIPALITY OF OAXACA DE
JUÁREZ AND THE CITY OF SEASIDE**

RECOMMENDATION

Approve Sister City agreement between the municipality of Oaxaca de Juárez and the City of Seaside.

BACKGROUND

On July 1, 2021, the Council adopted a plan that sets forth how the sister city program will operate, and approved Seaside to become a participating member of Sister Cities International and authorized the City Manager or designee to begin dialogue with Oaxaca De Juarez, Oaxaca, Mexico regarding the prospect of becoming Sister Cities.

Approximately 43% of Seaside residents are of Mexican heritage and it is estimated that approximately half of those residents have migrated from Oaxaca, Mexico. Seaside also held it's first annual Oaxaca by the Sea event in 2021, which pays homage to the annual Guelaguetza festivities that happen in Oaxaca de Juarez annually.

On April 1, 2022, Mayor Oglesby sent an invitation to collaborate with Oaxaca de Juarez. Mayor C.P Francisco Neri accepted the request to become Sister Cities and a Seaside delegation attended Guelaguetza festivities in Oaxaca de Juarez from July 22-26, 2022, signing a memorandum of intent to become Sister Cities. An invitation to the Oaxaca delegation was extended to attend the Oaxaca by the Sea event on September 18, 2022, where the official agreement will be signed making Seaside and Oaxaca Sister Cities.

Establishing a Sister City agreement will provide opportunities for people in both cities

to learn and experience other cultures through long-term relationships:

- Creating an atmosphere in which economic development and trade can be explored, implemented and strengthened
- Opening a dialogue and addressing issues ranging from the cultural to the technical, from the municipal to the medical, from the environmental to the educational and beyond; and
- Stimulating environments through which partnerships can creatively learn, work, and solve problems together

The agreement establishes the foundation for both cities to work towards common goals in the areas of education, art, institutional development and any other areas the cities agree to work on.

Once this agreement is approved, both cities will undertake exchange and cooperation on projects and common issues by respective departments, bringing those programs to the Council for approval.

FISCAL IMPACT

The Sister City Program budget is established by the Council every fiscal year.

ATTACHMENTS

1. Resolution
2. Sister City Agreement - Oaxaca

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

RESOLUTION NO. XX-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE SISTER CITY AGREEMENT BETWEEN THE MUNICIPALITY OF OAXACA DE JUÁREZ OF THE FREE AND SOVEREIGN STATE OF OAXACA OF THE UNITED MEXICAN STATES AND THE CITY OF SEASIDE OF THE STATE OF CALIFORNIA OF THE UNITED STATES OF AMERICA

WHEREAS, On July 1, 2021, the Council adopted a plan that sets forth how the sister city program will operate, and approved Seaside to become a participating member of Sister Cities International; and

WHEREAS, approximately 43% of Seaside residents are of Mexican heritage and estimated that approximately half of those residents have migrated from Oaxaca, Mexico; and

WHEREAS, the City of Seaside authorized the City Manager or designee to begin dialogue with Oaxaca De Juarez, Oaxaca, Mexico regarding the prospect of becoming Sister Cities; and

WHEREAS, entering into a Sister City agreement with Oaxaca, Mexico will formalize and strengthen the relationship between our two cities; and

WHEREAS, on April 1, 2022, Mayor Oglesby sent an invitation to collaborate with Oaxaca de Juarez. Mayor Neri accepted the request to become Sister Cities; and

WHEREAS, a Seaside Delegation attended the Guelaguetza festivities in Oaxaca de Juarez from July 22 - 26, 2022, signing the Memorandum of Intent to Partner; and

WHEREAS, a delegation from Oaxaca de Juarez has been invited and accepted an invitation to attend Oaxaca by the Sea event scheduled for September 18, 2022, where we will have an official signing of the Sister City Agreement; and

WHEREAS, establishing a Sister City agreement will provide opportunities for people in both cities to learn and experience other cultures through long-term relationships:

- Creating an atmosphere in which economic development and trade can be explored, implemented and strengthened
- Opening a dialogue and addressing issues ranging from the cultural to the technical, from the municipal to the medical, from the environmental to the educational and beyond; and
- Stimulating environments through which partnerships can creatively learn, work, and solve problems together; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside do hereby authorize the City of Seaside Mayor to sign the final agreement and direct the City Manager to accept and execute on behalf of the City Council, the Sister City agreement with Oaxaca de Juarez, Oaxaca Mexico.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 1st day of September 2022, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

Ian N. Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk

AS TO FORM:

Sheri Damon, City Attorney



SISTER CITY AGREEMENT BETWEEN THE MUNICIPALITY OF OAXACA DE JUÁREZ OF THE FREE AND SOVEREIGN STATE OF OAXACA OF THE UNITED MEXICAN STATES AND THE CITY OF SEASIDE OF THE STATE OF CALIFORNIA OF THE UNITED STATES OF AMERICA

WHEREAS, considering our interest to strengthen the friendship and cooperative ties that join both Cities.

WHEREAS, both cities agree that establishing a Sister City agreement will provide opportunities for people in both cities to learn and experience other cultures through long-term relationships:

- Creating an atmosphere in which economic development and trade can be explored, implemented and strengthened
- Opening a dialogue and addressing issues ranging from the cultural to the technical, from the municipal to the medical, from the environmental to the educational and beyond; and
- Stimulating environments through which partnerships can creatively learn, work, and solve problems together; and

WHEREAS, the resolutions establishing the sister cities were approved by the respective municipalities, Oaxaca De Juárez on _____, and the City of Seaside on September 1, 2022; and

WHEREAS, both cities will undertake exchange and cooperation on projects and common issues by respective departments; and

Now therefore, Seaside and Oaxaca De Juarez do hereby proclaim themselves to be Sister Cities and declare their intent in this relationship to abide by their respective Sister City policies.

The document goes into effect on September 18, 2022, and is written in both English and Spanish. Both text have equal power.

Mayor C.P Francisco Neri
Municipality of Oaxaca De Juarez

Mayor Ian N. Oglesby
City of Seaside



CITY OF SEASIDE STAFF REPORT

Item No.: 10.B.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Victor Damiani, Finance Director

DATE: September 1, 2022

**SUBJECT: DISCUSS AND PROVIDE DIRECTION TO STAFF REGARDING
THE CITY'S PENSION LIABILITY AND STRATEGIES FOR
MITIGATING INCREASING COSTS**

RECOMMENDATION

Direct Staff to:

- Continue to prepay the annual UAL amount each July.
- In collaboration with NHA Advisors, vet and select a 115 Trust provider to be recommended to the Council at a subsequent meeting.
- Implement a Pension Reserve policy to include an initial \$3 million investment into a 115 Trust followed by four \$500 thousand annual contributions to the trust. Thereafter, 20% of any realized year end surplus is contributed to the trust. A draft of the proposed policy would come forward to the City Council concurrent with the recommendation regarding a 115 Trust provider.
- Monitor interest rates on an ongoing basis and bring forward pension obligation bonds for Council consideration when rates are favorable.

Alternate action:

Direct staff to pursue any other combination of strategies related to mitigating the City's increasing pension costs.

BACKGROUND

Pension Liability:

The City of Seaside, like most cities in California, has an unfunded accrued liability (UAL) associated with its CalPERS pension plan. An unfunded accrued liability occurs when the current plan assets are not projected to be sufficient to pay total pension

costs in future years. As of June 30, 2020, (the most recent valuation), the City's liability was projected at \$54.4 million. CalPERS, however, has reported an investment return of -6.1% for fiscal year 2021-22, which will likely increase the City's UAL to approximately \$60.6 million.

Historical Efforts:

The City has taken some proactive steps in an effort to control costs. In 2007, the City issued Pension Obligation Bonds (POB), which reduced the interest rate on the UAL (as it existed in 2007) from the CalPERS discount rate of 7.75% to the bond interest rate of 5.69%. These bonds will mature on June 1, 2025. Additionally, the City has historically taken advantage of the prepayment discount offered by CalPERS by making a lump sum payment at the beginning of each fiscal year. The prepayment discount is 3.3%. With pension costs increasing dramatically, however, staff believe more action is prudent.

Presentation:

Detailed background, analysis of the City's pension liability, and strategies for mitigating costs will be presented tonight by the City's Municipal Advisors, NHA Advisors.

Staff requests directions in the following areas:

1. Shall staff pursue one or more of the following cost mitigating strategies?
 - Continue to prepay the annual UAL amount each July.
 - Negotiate cost sharing with employees.
 - Request fresh start amortization from CalPERS.
 - In collaboration with NHA Advisors, vet and select a 115 Trust provider to be recommended to the Council at a subsequent meeting.
 - Make one or more "Additional Discretionary Payments" (ADPs) directly to CalPERS.
 - Proceed with issuance of bonds to restructure all or a portion of the remaining UAL.
2. Shall staff craft a pension funding policy?
 - Provide a policy framework for staff to follow with draft language to be brought forward for Council approval at a subsequent meeting.

FISCAL IMPACT

The City's pension liability is estimated at \$60.6 million through the year 2046.

Direction provided to staff tonight is likely to decrease the City's liability by an unknown amount dependent on the action taken.

ATTACHMENTS

None

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager



CITY OF SEASIDE STAFF REPORT

Item No.: 10.C.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer

DATE: September 1, 2022

SUBJECT: ADOPT A RESOLUTION APPROVING THE CUTINO PARK IMPROVEMENTS PART 2 CONCEPT PLAN AND REALLOCATING \$250,000.00 FROM THE PUMP TRACK PROJECT TO THE CUTINO PARK PROJECT

RECOMMENDATION

Receive a presentation on the concept plan and cost estimates for Cutino Park Improvements Part 2 Project, and adopt a resolution approving the concept plan and reallocating \$250,000.00 from the Pump Track Project to the Cutino Park Project.

BACKGROUND

Staff provided a presentation to the City Council for approval of a design contract with Whitson Engineers to perform the design of Cutino Park Improvements Part 2 Project (Part 2 Plan) on May 19, 2022. The Whitson Engineers contract was to design a playground, parking lot, lighting, bleachers, pickle ball court, picnic area, pathways, landscaping, and stormwater facilities at Cutino Park. City Council had the following requested staff the following, at the meeting:

- 1.) Determine if pickleball courts could fit between the sports field and the Boys and Girls Club;
- 2.) Add accessible play equipment added to the playground design;
- 3.) Determine if a fitness path can be constructed around the sports field; and
- 3.) Determine if fitness equipment could be spread along the fitness path to create a fitness course throughout the length of the fitness path.

Council requested staff to return to a future Council Meeting with responses to their requests and cost estimates for their requested changes and additions. The responses are the following:

- 1.) The pickleball courts cannot fit between the Boys and Girls Club and the sports field because this would not allow adequate room for the fitness path;
- 2.) Accessible play equipment has been added to the FY 2022-23 park improvement concept;
- 3.) A fitness path can be added around the sports field, but a retaining wall must be constructed; and
- 4.) Fitness equipment can be spread along the fitness path.

Whitson Engineers and BFS Landscape Architects consultant team investigated the feasibility of the requested features and designed the Part 2 Plan (Attachment 2). They realized during their development of the concepts and cost estimates that the cost of all the features, the ones originally planned and the Council requested features, exceeded the City project budget of \$1.2 million. The phases outlined in the Plan were developed to address the approved Project budget.

Staff recommends continuing designing the entire Part 2 Plan, beginning construction of the first phase in the fiscal year 2022/23, and constructing the remaining phases in subsequent years. The first phase of the Part 2 Plan has a cost estimate (Attachment 3) of \$1,431,141.00, which includes the parking lot, playground including inclusive play equipment, pathways, lighting, and stormwater treatment. The subsequent phases have a combined cost of \$1,669,834.00, which includes construction and construction management of the pickleball courts, retaining walls, bleachers, fitness trail, and fitness equipment. The design for the entire buildout is necessary to address state and regional stormwater treatment permit requirements and to be shovel-ready for future grant opportunities for construction of the subsequent phases.

FUNDING OPTIONS

The FY 2022/23, project budget requires an additional \$250,000.00 to complete construction of the first phase of the Part 2 Plan.

Funding options include appropriating \$250,000.00 from the General Fund or reallocating available Pump Track Project funds in the amount of \$250,000.00. The pump track capital project was allocated \$250,000.00 for fiscal year 2022/23, and \$300,000.00 for fiscal year 2023/24. Preliminary design has not yet begun.

Staff recommends reallocating \$250,000.00 from the Pump Track Project to the Cutino Park Project.

FISCAL IMPACT

Cutino Park Improvements are funded by the Cutino Park Bond, account No. 348-8910-9570. In addition, \$250,000.00 of Community Development Block Grant (CDBG) funds is allocated to the project for fiscal year 2022/23, and another \$250,000.00 for fiscal

year 2023/24. To date, \$700,000.00 of Cutino Park Bond funds are available, bringing the total project budget to \$1.2 million.

Staff recommends the City Council adopt a resolution (Attachment 1) approving the Cutino Park Improvements Part 2 Project concept plan and reallocating \$250,000.00 from the Pump Track Project (account No. 342-8910-9580) to the Cutino Park Project.

ATTACHMENTS

1. Resolution
 2. Part 2 Concept Plan
 3. Cost Estimate
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

RESOLUTION NO. 22-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**APPROVING THE CONCEPT PLAN FOR CUTINO PARK IMPROVEMENTS PART 2
PROJECT AND REALLOCATING \$250,000.00 FROM THE PUMP TRACK
PROJECT TO THE CUTINO PARK PROJECT**

WHEREAS, City Council approved of a design contract with Whitson Engineers to perform design of Cutino Park Improvements Part 2 Project (Project) on May 19, 2022; and

WHEREAS, Council requested staff to return with responses to their requests and cost estimates for their requested changes and additions; and

WHEREAS, Whitson Engineers and BFS Landscape Architects consultant team investigated the feasibility of requested features and provided a phased concept plan and cost estimate; and

WHEREAS, the cost estimate for the features originally planned and the features requested by Council was over the City project budget of \$1.2 million; and

WHEREAS, the first phase can begin construction in fiscal year 2022/23 and complete the other two phases in subsequent years; and

WHEREAS, full buildout design will address stormwater requirements and allow for staff to pursue future grant opportunities for subsequent phases; and

WHEREAS, the first phase includes the parking lot, playground, pathways, lighting and stormwater treatment and has a preliminary cost estimate of \$1,431,141 requiring an additional \$250,000.00 for construction; and

WHEREAS, there is \$250,000.00 in the pump track project for fiscal year 2022/23 and \$300,000.00 for fiscal year 2023/24; and

WHEREAS, the pump track has not yet begun preliminary design and can be deferred to fiscal year 2023/24.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside approves the concept plan for the Cutino Parks Improvements Part 2 Project; and

BE IT FURTHER RESOLVED that the City Council of the City of Seaside reallocated \$250,000.00 from the Pump Track Project (account No. 342-8910-9580) to the Cutino Park Improvements Part 2 Project (account No. 348-8910-9570) and authorizes the Finance Director to make the appropriate budget adjustments.

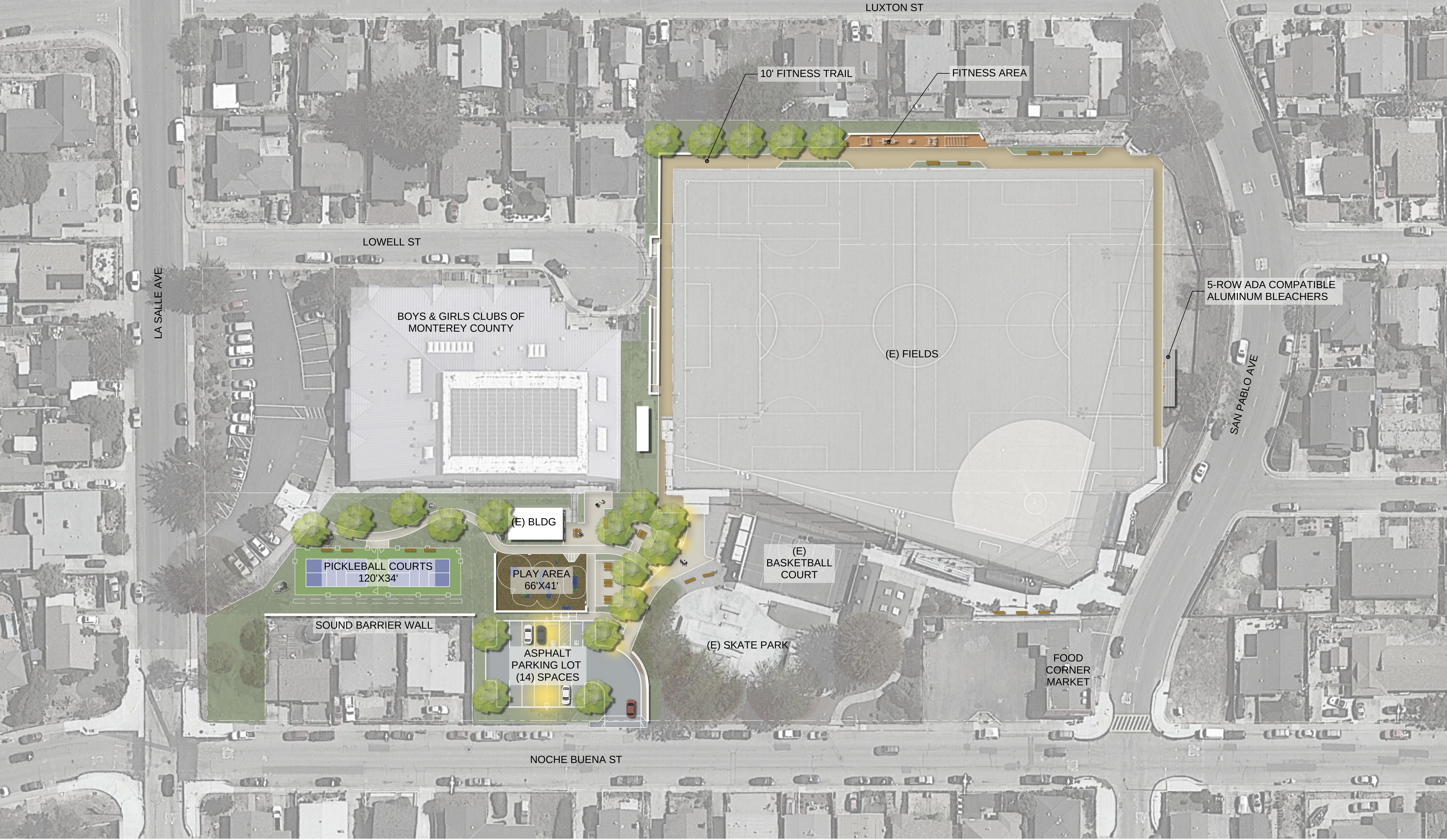
PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 1st day of September, 2022 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

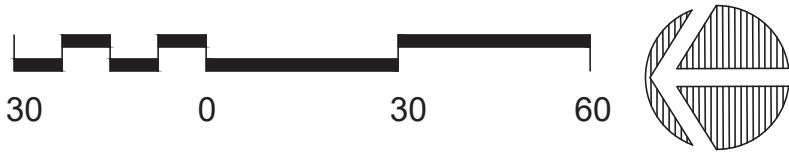
Ian Oglesby, Mayor
City of Seaside

ATTEST:

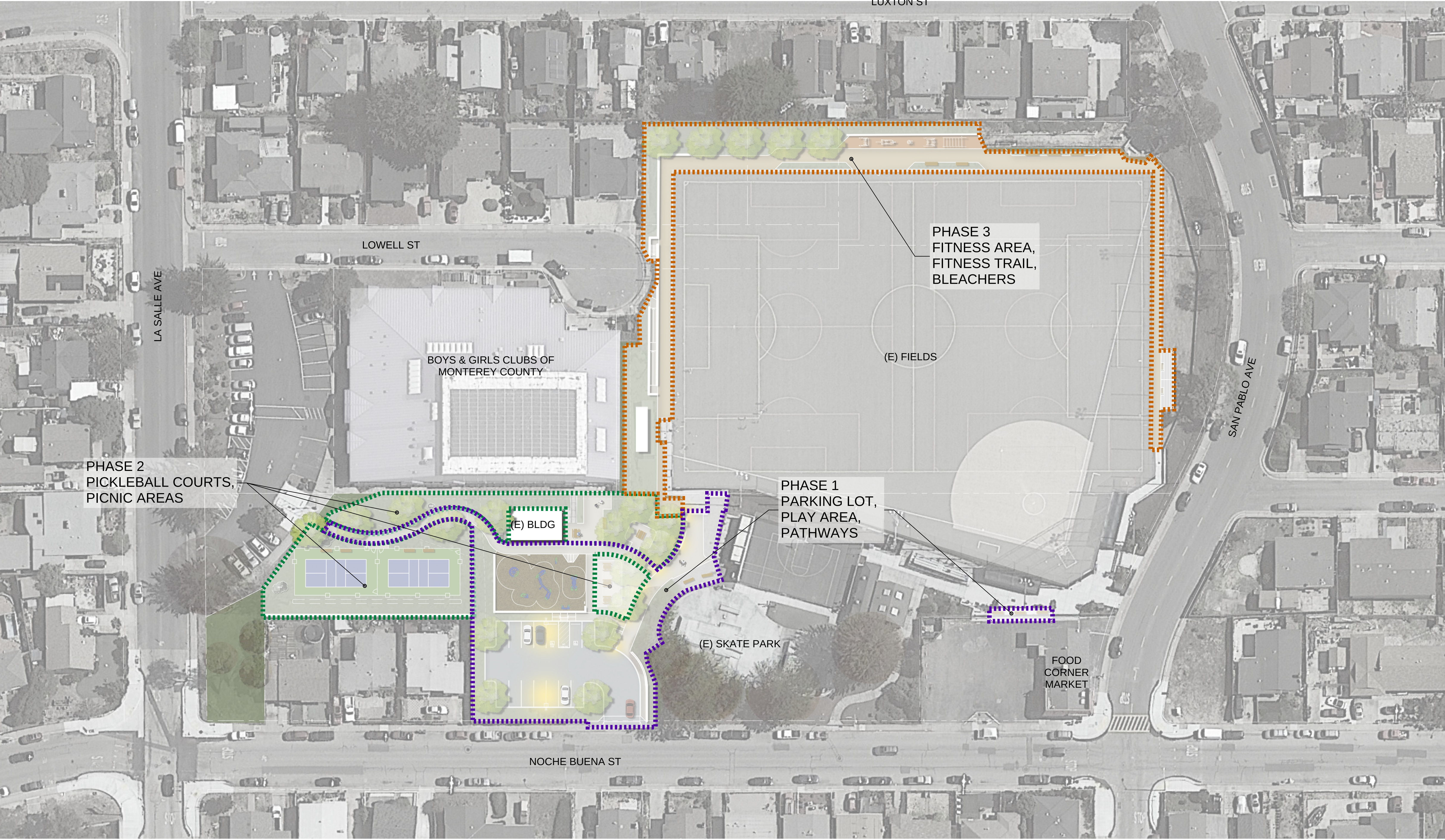
Dominique Davis, City Clerk
City of Seaside



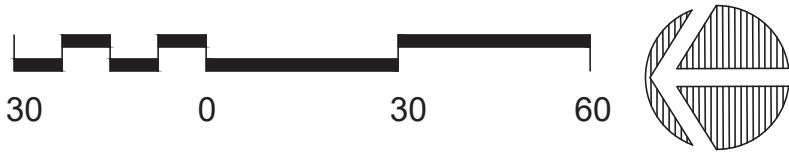
CUTINO PARK - PART 2 CONCEPT PLAN
CITY OF SEASIDE
August 5, 2022







CUTINO PARK - PART 2 CONCEPT PLAN
CITY OF SEASIDE
August 5, 2022





SITE FURNISHINGS

CUTINO PARK - PART 2 CONCEPT PLAN
CITY OF SEASIDE
August 5, 2022



BFS
LANDSCAPE
ARCHITECTS



INCLUSIVE PLAYGROUND

CUTINO PARK - PART 2 CONCEPT PLAN
CITY OF SEASIDE
August 5, 2022



Landscape Structure: We-Saw



Alt 1: Miracle Multi-Pondo



Alt 2: Miracle Vippy

SEESAW VARIATIONS



PLANTING AND TRAILS

CUTINO PARK - PART 2 CONCEPT PLAN
 CITY OF SEASIDE
 August 5, 2022



OUTDOOR FITNESS AND WELLNESS EQUIPMENT

CUTINO PARK - PART 2 CONCEPT PLAN
CITY OF SEASIDE
August 5, 2022

ESTIMATE OF PROBABLE CONSTRUCTION COSTS for CUTINO PARK DEVELOPMENT

Project Name: Cutino Park Development

BFS Project Number: 22.038

Reference Drawing: 22038_XSite

Issuance: Concept

Estimate By: JL

Date: August 2022

Checked By: BM

Whitson Engineers



Civil items estimated by: NM (WE)

Phase 1	Quantity	Unit Cost	Item Total	Subtotal
TEMPORARY FACILITIES & CONTROLS				\$ 84,150
Construction Staking	1 LS	\$ 25,000.00	\$ 25,000	
Temporary Construction Fence, 6' High Chainlink	2610 LF	\$ 15.00	\$ 39,150	
Construction Signs	1 LS	\$ 5,000.00	\$ 5,000	
Traffic Control	1 LS	\$ 15,000.00	\$ 15,000	
DEMOLITION				\$ 150,000
Pavements	6500 SF	\$ 10.00	\$ 65,000	
Walls	300 LF	\$ 50.00	\$ 15,000	
Concrete Sculpture/Fountain	1 LS	\$ 5,000.00	\$ 5,000	
Play Equipment	1 LS	\$ 2,000.00	\$ 2,000	
BBQ	1 EA	\$ 2,000.00	\$ 2,000	
Salvage large rocks	1 LS	\$ 10,000.00	\$ 10,000	
Street light	1 EA	\$ 1,000.00	\$ 1,000	
Site Utilities (Allowance)	1 LS	\$ 20,000.00	\$ 20,000	
Miscellaneous (Allowance)	1 LS	\$ 30,000.00	\$ 30,000	
EROSION CONTROL				\$ 30,000
Temporary Water Pollution Control (SWPPP)	1 LS	\$ 30,000.00	\$ 30,000	
EARTHWORK AND GRADING				\$ 123,634
Earthwork (Allowance)	19689 SF	\$ 6.00	\$ 118,134	
Fine grading	11001 SF	\$ 0.50	\$ 5,501	
UTILITIES - STORM DRAIN				\$ 114,500
8" - 12" Drain Inlet	10 EA	\$ 800.00	\$ 8,000	
18" Drain Inlet w/ flow control (Bioretention Pond)	2 EA	\$ 3,000.00	\$ 6,000	
4"-6" Storm Drain	300 LF	\$ 150.00	\$ 45,000	
SD connections	3 EA	\$ 1,000.00	\$ 3,000	
Bioretention Pond	700 SF	\$ 50.00	\$ 35,000	
Self-retaining planter area (allowance)	500 SF	\$ 5.00	\$ 2,500	
Boulders and cobbles Allowance (Bioretention)	1 LS	\$ 15,000.00	\$ 15,000	
UTILITIES - DOMESTIC WATER				\$ 20,000
Domestic water	1 LS	\$ 20,000.00	\$ 20,000	
PARKING LOT				\$ 103,607
HMA vehicular paving	5800 SF	\$ 6.00	\$ 34,800	
Vertical curb	300 LF	\$ 60.00	\$ 18,000	
Curb and gutter	70 LF	\$ 80.00	\$ 5,600	
Concrete curb ramp	500 SF	\$ 30.00	\$ 15,000	
Detectable warning surface	30 SF	\$ 50.00	\$ 1,500	
Tree, 24" box	4 EA	\$ 450.00	\$ 1,800	
Soil preparation and amendment	2648 SF	\$ 0.55	\$ 1,456	
Irrigation allowance	2648 SF	\$ 3.50	\$ 9,268	
Shrubs and Groundcovers	2648 SF	\$ 5.00	\$ 13,240	
Mulch - Tree Bark 3" thick	25 CY	\$ 120.00	\$ 2,942	
PLAY AREA				\$ 162,087
Engineered Wood Fiber (Play Area, 12" thick)	100 CY	\$ 124.00	\$ 12,372	
Play Area Ramp	1 EA	\$ 3,000.00	\$ 3,000	
Concrete Seat Wall, less than 4'	114 LF	\$ 250.00	\$ 28,500	
* Play Equipment Landscape Structure We-Saw	1 LS	\$ 22,822.82	\$ 22,823	
Play Equipment Miracle	1 LS	\$ 81,389.35	\$ 81,389	
Trash and recycling	2 EA	\$ 2,500.00	\$ 5,000	
Soil preparation and amendment	886 SF	\$ 0.55	\$ 487	
Irrigation allowance	886 SF	\$ 3.50	\$ 3,101	
Shrubs and Groundcovers	886 SF	\$ 5.00	\$ 4,430	
Mulch - Tree Bark 3" thick	8 CY	\$ 120.00	\$ 984	
PATHWAYS				\$ 162,946
Vehicular Concrete Paving over AB	1800 SF	\$ 18.00	\$ 32,400	
Pedestrian Concrete Paving over AB	2316 SF	\$ 16.00	\$ 37,056	
Concrete Pad, 4" (bike rack)	55 SF	\$ 16.00	\$ 880	
Concrete Retaining Wall, less than 4'	54 LF	\$ 250.00	\$ 13,500	
Benches	5 EA	\$ 1,250.00	\$ 6,250	
Bike rack	1 EA	\$ 1,000.00	\$ 1,000	
Trash and recycling	2 EA	\$ 2,500.00	\$ 5,000	
Tree, 24" box	5 EA	\$ 450.00	\$ 2,250	
Soil preparation and amendment	1802 SF	\$ 0.55	\$ 991	
Irrigation allowance	1802 SF	\$ 3.50	\$ 6,307	
Shrubs and Groundcovers	1802 SF	\$ 5.00	\$ 9,010	
Mulch - Tree Bark 3" thick	17 CY	\$ 120.00	\$ 2,002	

Solar parking pole lights, including footing	2 EA	\$	12,650.00	\$	25,300
Solar bollard lights, including footing	6 EA	\$	3,500.00	\$	21,000
SUBTOTAL					\$ 950,924
10% Design Contingency					\$ 95,092
8% Escalation - 6 months to bid					\$ 76,074
15% Construction Phase Support Costs					\$ 142,639
10% City Construction Contingency					\$ 95,092
5% Bonds & Mobilization					\$ 47,546
2.5% Testing and Inspections					\$ 23,773
PHASE 1 TOTAL					\$ 1,431,141
Phase 2					
EARTHWORK AND GRADING					\$ 98,552
Earthwork (Allowance)	15862 SF	\$	6.00	\$	95,172
Fine grading	6758 SF	\$	0.50	\$	3,379
PICKLEBALL COURT					\$ 304,413
Asphalt over AB with sports coating and striping	4080 SF	\$	18.00	\$	73,440
Pedestrian Concrete Paving over AB	90 SF	\$	16.00	\$	1,440
Concrete Pad, 4" (drinking fountain)	25 SF	\$	16.00	\$	400
10' Tall vinyl coated chain-link fence	342 LF	\$	200.00	\$	68,400
10' Tall x 4' wide vinyl chain-link gate with ADA hardware	4 EA	\$	5,000.00	\$	20,000
Sound Barrier Wall	152 LF	\$	250.00	\$	38,000
Pickleball net system	2 LS	\$	5,000.00	\$	10,000
Benches	4 EA	\$	1,250.00	\$	5,000
Drinking fountain with pet basin	1 EA	\$	7,500.00	\$	7,500
Trash and recycling	2 EA	\$	2,500.00	\$	5,000
Soil preparation and amendment	7404 SF	\$	0.55	\$	4,072
Irrigation allowance	7404 SF	\$	3.50	\$	25,914
Shrubs and Groundcovers	7404 SF	\$	5.00	\$	37,020
Mulch - Tree Bark 3" thick	69 CY	\$	120.00	\$	8,227
PICNIC AREA					\$ 87,081
Picnic tables	5 EA	\$	3,500.00	\$	17,500
Concrete Pad	1949 SF	\$	16.00	\$	31,184
Benches	1 EA	\$	1,250.00	\$	1,250
Trash and recycling	2 EA	\$	2,500.00	\$	5,000
Tree, 24" box	6 EA	\$	450.00	\$	2,700
Soil preparation and amendment	2898 SF	\$	0.55	\$	1,594
Irrigation allowance	2898 SF	\$	3.50	\$	10,143
Shrubs and Groundcovers	2898 SF	\$	5.00	\$	14,490
Mulch - Tree Bark 3" thick	27 CY	\$	120.00	\$	3,220
SUBTOTAL					\$ 490,045
10% Design Contingency					\$ 49,005
8% Escalation - 6 months to bid					\$ 39,204
15% Construction Phase Support Costs					\$ 73,507
10% City Construction Contingency					\$ 49,005
5% Bonds & Mobilization					\$ 24,502
2.5% Testing and Inspections					\$ 12,251
PHASE 2 TOTAL					\$ 737,518
Phase 3					
EARTHWORK AND GRADING					\$ 115,711
Earthwork (Allowance)	18416 SF	\$	6.00	\$	110,498
Fine grading	10426 SF	\$	0.50	\$	5,213
FITNESS TRAIL					\$ 335,942
Stabilized DG - Stalok	7600 SF	\$	15.00	\$	114,000
Redwood header: edge restraint at DG	1673 LF	\$	15.00	\$	25,095
Concrete stairs	50 SF	\$	60.00	\$	3,000
Concrete ramp	355 SF	\$	16.00	\$	5,680
Concrete Retaining Wall, less than 4'	278 LF	\$	250.00	\$	69,500
Galvanized handrail (stairs)	25 LF	\$	200.00	\$	5,000
Galvanized handrail (ramps)	120 LF	\$	200.00	\$	24,000
Benches	5 EA	\$	1,250.00	\$	6,250
Tree, 24" box	5 EA	\$	450.00	\$	2,250
Soil preparation and amendment	7988 SF	\$	0.55	\$	4,393
Irrigation allowance	7988 SF	\$	3.50	\$	27,958
Shrubs and Groundcovers	7988 SF	\$	5.00	\$	39,940
Mulch - Tree Bark 3" thick	74 CY	\$	120.00	\$	8,876
FITNESS AREA					\$ 119,375
Resilient surfacing over aggregate base (Fitness Area)	1000 SF	\$	35.00	\$	35,000
Concrete curb: resilient surface edge	125 LF	\$	35.00	\$	4,375
Concrete Retaining Wall, less than 4'	100 LF	\$	250.00	\$	25,000
Fitness Equipment Allowance	1 LS	\$	50,000.00	\$	50,000
Trash and recycling	2 EA	\$	2,500.00	\$	5,000

BLEACHERS				\$	41,776
Aluminm 5 row transportable bleachers, (2)10'x21'	1 LS	\$	33,735.00	\$	33,735
Concrete Pad, 5" concrete with 4" AB	473 SF	\$	17.00	\$	8,041
SITE SIGNAGE & WAYFINDING				\$	5,000
Signage & Wayfinding Allowance	1 LS	\$	5,000.00	\$	5,000
MAINTENANCE				\$	1,675
Contract maintenance for establishment period (60 days)	0.56 AC	\$	3,000.00	\$	1,675
SUBTOTAL				\$	619,479
			10% Design Contingency	\$	61,948
			8% Escalation - 6 months to bid	\$	49,558
			15% Construction Phase Support Costs	\$	92,922
			10% City Construction Contingency	\$	61,948
			5% Bonds & Mobilization	\$	30,974
			2.5% Testing and Inspections	\$	15,487
PHASE 3 TOTAL				\$	932,316
PARK DEVELOPMENT - GRAND TOTAL				\$	3,100,976

The above items, amounts, quantities, and related information are based on BFS Landscape Architects' judgment at this level of document preparation and is offered only as reference data. BFS has no control over construction quantities, costs, and related factors affecting costs, and advises the client that significant variations may occur between this estimate of probable construction costs and actual construction prices.

* Play equipment Seesaw Alt 1 Multi-Pondo	1 LS	\$	6,704.28	\$	6,704
* Play equipment Seesaw Alt 2 Vippy	1 LS	\$	3,312.74	\$	3,313