



AGENDA

CITY OF SEASIDE

CITY COUNCIL/SUCCESSOR

AGENCY TO THE

REDEVELOPMENT AGENCY

REGULAR MEETING

440 HARCOURT AVE (COUNCIL CHAMBER)

Thursday, January 5, 2023

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
Alexis Garcia-Arrazola	Council/Agency Member
Rita Burks	Council/Agency Member
Alex Miller	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

B. FIRE STATION MURAL FINAL SELECTION (KEE HYON HIGGINS, RECREATION SUPERVISOR)

8. CONSENT AGENDA

A. APPROVE MINUTES FROM DECEMBER 15, 2022

RECOMMENDATION: Approve minutes as presented in the agenda packet.

B. APPROVE AND FILE CITY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of November 19, 2022 through December 16, 2022, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period ending December 1, 2022 and December 15, 2022. Total Accounts Payable and Payroll for the above referenced period is \$4,090,038.66.

C. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of November 19, 2022 through December 16, 2022, including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending December 1, 2022 and December 15, 2022. Total Accounts Payable and Payroll for the above referenced period is \$494.54.

D. REVIEW OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) 23-24 FOR THE PERIOD JULY 1, 2023 – JUNE 30, 2024, PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177

RECOMMENDATION: Accept and review the ROPS 23-24 for the period July 1, 2023 – June 30, 2024 pursuant to Health and Safety Code Section 34177 and direct staff to forward the presentation to the Monterey County Consolidated Oversight Board for further review and approval.

E. ADOPT A RESOLUTION MODIFYING THE POSITION ALLOCATION LIST TO ADD THE CLASSIFICATION OF ASSISTANT PUBLIC WORKS DIRECTOR

RECOMMENDATION: Adopt a resolution modifying the Position Allocation List to add the full-time classification of Assistant Public Works Director.

F. ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATION FOR THE SCHOOL AREA REDUCED SPEED ZONES PROJECT, AWARDING A CONSTRUCTION CONTRACT TO CHRISP COMPANY FOR AN AMOUNT NOT TO EXCEED \$76,425.00 AND TOTAL PROJECT CONSTRUCTION COST INCLUDING CONTINGENCY OF \$90,000.00, AND APPROPRIATING \$12,000.00 FROM MEASURE X FUND BALANCE TO THE PROJECT

RECOMMENDATION: Adopt a resolution:

1. Approving the plans and specifications for the School Area Reduced Speed Zones Project
2. Awarding a construction contract to Chrisp Company for an amount not to exceed \$76,425.00;
3. Establishing a construction contingency of \$13,575.00 for a total project construction amount not to exceed \$90,000.00;
4. Authorizing the City Manager to execute the construction contract and approving any amendments, extensions, and change orders until completion of the project in accordance with the plans and specifications up to the total construction amount; and
5. Appropriating \$12,000.00 from the Measure X Fund balance and amending the fiscal year 2022/2023 budget for School Area Reduced Speed Zone Project for a

new total project budget of \$92,000.00.

G. ADOPT A RESOLUTION APPROVING AN APPROPRIATION OF \$100,000.00 TO THE NOCHE BUENA STREET EMERGENCY STORM DRAIN IMPROVEMENTS PROJECT FOR ADDITIONAL UNFORSEEN REQUIRED WORK, AND APPROVING \$100,000.00 IN ADDITIONAL CONTINGENCY TO THE AGREEMENT FOR CONTRACTOR SERVICES WITH MONTEREY PENINSULA ENGINEERS, INC. FOR A TOTAL CONSTRUCTION AMOUNT THAT DOES NOT EXCEED \$435,346.00

RECOMMENDATION: Adopt a resolution:

1. Approving an appropriation of \$100,000.00 to the Noche Buena Street Emergency Storm Drain Improvements Project from the Capital Reserve for additional unforeseen required work;
2. Approving \$100,000.00 in additional contingencies to the Agreement for Contractor Services with Monterey Peninsula Engineers, Inc. for a total construction amount that does not exceed \$435,346.00; and
3. Authorizing the City Manager to approve amendments, extensions, and change orders to the Agreement for Contractor Services until completion of the project such that they do not exceed the total project construction amount.

H. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE HIGH SCHOOL BOYS SOCCER

RECOMMENDATION: Approve a request from Seaside High School Boys Soccer Program for a donation of \$3,000.00 from the Mayor's Youth Fund for the costs associated with purchasing practice equipment, apparel, team hoodies, and team jackets.

I. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE HIGH SCHOOL GIRLS SOCCER

RECOMMENDATION: Approve a request from Seaside High School Girls Soccer Program for a donation of \$3,000.00 from the Mayor's Youth Fund for the costs associated with purchasing Junior Varsity warmups, training goals, team balls, and game balls.

J. APPROVE A FEE WAIVER REQUEST FROM SAND CITY PAJARO VALLEY OHLONE COUNCIL FOR THEIR "RED DRESS DAY - HONORING INDIGENOUS WOMEN" EVENT ON MAY 06, 2023

RECOMMENDATION: Approve the fee waiver request from Sand City Pajaro Valley Ohlone Indian Council for the use of Laguna Grande Hall and kitchen to hold their event "Red Dress Day - Honoring Indigenous Women" in the amount of \$1,965.00, the Organization to provide the City with the non-refundable portion of the deposit of \$115.35.

K. ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH SCHAAF AND WHEELER TO PROVIDE STAFF SUPPORT INCLUDING ACTING CITY ENGINEER SERVICES FOR AN AMOUNT NOT TO EXCEED \$52,000.00

RECOMMENDATION: Adopt a resolution authorizing an amendment to the professional services agreement with Schaaf and Wheeler to provide staff support including Acting City Engineer services for an amount not to exceed \$52,000.00.

L. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CALIFORNIA-AMERICAN WATER COMPANY REGARDING USE OF STORED WATER CREDITS FOR ASCENT BROADWAY PROJECT AND TO REVISE THE REIMBURSEMENT AGREEMENT WITH CRUACHAN CAPITAL

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute an agreement with California-American Water Company with City Attorney concurrence as to final language and to revise the reimbursement agreement with the Ascent Broadway Project's developers regarding the acquisition of water credits.

9. PUBLIC HEARING

A. APPROVE AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM TO PROVIDE SECTION 20516 (EMPLOYEES SHARING ADDITIONAL COST) FOR LOCAL MISCELLEANOUS MEMBERS IN THE SEASIDE MANAGEMENT AND SUPERVISORY EMPLOYEES' ASSOCIATION, UNREPRESENTED EXECUTIVE MANAGERS, UNREPRESENTED CONFIDENTIAL EXEMPT EMPLOYEES, AND UNREPRESENTED UNCLASSIFIED EXEMPT EMPLOYEES, AND LOCAL SAFETY MEMBERS IN THE UNREPRESENTED EXECUTIVE MANAGERS GROUP (SECOND READING - ROLL CALL VOTE)

RECOMMENDATION: Adopt an Ordinance authorizing an amendment to the contract between the City of Seaside and the Board of Administration of the California Public Employees' Retirement System.

10. BUSINESS ITEMS

A. ADOPT A RESOLUTION APPROVING THE COMMUNITY SOCIAL SERVICES GRANT FUNDING RECOMMENDATIONS

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute contracts for the community social services grant program, and review and approve the community social services grant recommendations.

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

B. FOLLOW UP ON PREVIOUS COUNCIL MEMBER REQUESTS

**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

Pursuant to Government Code Section 54956 et seq., the City Council and Successor Agency to Redevelopment Agency may adjourn to a Closed Session to consider specific matters dealing with litigation, certain personnel matters, property negotiations or to confer with the City Attorney. Public comments on these items are taken after being read by the City Attorney. For the public record, please state your name.

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

Committee v. City of Seaside, et al.
Monterey County Superior Court Case 20CV002326

**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**

People v. Arzadon
Monterey County Superior Court
Case: 20CV003118

14. ADJOURNMENT

Next Regularly Scheduled Meeting:
January 19, 2023
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.



DRAFT MINUTES

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

REGULAR MEETING
440 HARCOURT AVE
Thursday, December 15, 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
ABSENT: Wizard

3. INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation was given by Reverend Anthony Dunham (Friendship Baptist Church). The pledge was led by City Clerk Dominique Davis.

4. REVIEW OF AGENDA

No changes.

5. PUBLIC COMMENT

No name given, Danny Bakewell Jr., Joy Junsay, Henry Junsay, Ruthie Watts, Lisa Lewis, June Davis, Dayana Bergman, Lisa Mitchell, Miriam Smith, Lisa Sawhney, Andrew Sandoval

6. BUSINESS ITEMS

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

Mayor/Chair Oglesby read the item title and there were no comments from the public.

On motion by Council/Agency Member Campbell and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to adopt a resolution making findings in accordance with AB361.

RESULT: 4-0-0-1

AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco

NOES: None

ABSTAIN: None
ABSENT: Wizard

ACTION: Adopted Reso #22-161

B. ADOPT A RESOLUTION RECITING THE RESULTS OF THE NOVEMBER 8, 2022 MUNICIPAL ELECTION AND CERTIFYING THE APPOINTMENT IN LIEU OF ELECTION FOR THE OFFICES OF MAYOR AND CITY COUNCIL MEMBERS

City Clerk, Dominique Davis, provided a verbal presentation of the item and there were no questions from the Council. There were no comments from the public.

On motion by Council/Agency Member Garcia-Arrazola, and second by Mayor Pro Tem/Vice Chair Pacheco and carried by the following vote, the City Council/Successor Agency moved to adopt a resolution reciting the results of the November 8, 2022 Municipal Election and certifying the appointment in lieu of election for the offices of Mayor and City Council members.

RESULT: 4-0-0-1

AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco
NOES: None
ABSTAIN: None
ABSENT: Wizard

ACTION: Adopted Reso #22-162

7. PRESENTATIONS

A. PRESENTATION TO COUNCIL MEMBER JASON CAMPBELL FOR HIS YEARS OF SERVICE TO THE CITY COUNCIL FROM 2014-2022

Mayor Oglesby read the proclamation recognizing Council Member Campbell for his years of serving on the City Council from 2014-2022.

B. PRESENTATION TO COUNCIL MEMBER JON WIZARD FOR HIS YEARS OF SERVICES TO THE CITY COUNCIL FROM 2018 - 2022

Mayor Oglesby acknowledged Council Member Wizard in his absence and noted that a presentation of the proclamation award would be presented at another time.

8. REFLECTIONS FROM THE CITY COUNCIL AND MEMBERS OF THE PUBLIC

Members of the City Council and public made comments regarding the service of the Council Members leaving office.

PUBLIC COMMENT: Erica Mora (on behalf of Supervisor Wendy Root-Askew), Dayana Bergman, Miriam Smith, Dennis Alexander, Marisela Stapleton, No name given, Susan

Schiavone, Peter Kaiser, No name given

9. OATH OF OFFICE AND INSTALLATION OF MAYOR AND COUNCIL MEMBERS

A. RITA BURKS, COUNCIL MEMBER

Dr. Bettye Lusk administered the ceremonial oath of office to Council Member-Elect, Rita Burks.

B. ALEX MILLER, COUNCIL MEMBER

Dr. Robert Miller administered the ceremonial oath of office to Council Member-Elect, Alex Miller.

C. IAN N. OGLESBY, MAYOR

Dr. Bettye Lusk administered the ceremonial oath of office to re-elected Mayor, Ian N. Oglesby. Rev. Anthony Dunham and Pastor Ronald Britt were invited to stand with Dr. Lusk as she administered the ceremonial oath.

D. CITY COUNCIL COMMENTS

The Mayor and City Council provided comments.

10. ROLL CALL - RECONSTITUTION OF THE CITY COUNCIL/SUCCESSOR AGENCY

PRESENT: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco
ABSENT: None

11. NEW BUSINESS ITEMS

A. ADOPT A RESOLUTION APPROVING THE ANNUAL APPOINTMENTS TO LOCAL COMMITTEE ASSIGNMENTS FOR JANUARY 1, 2023 TO DECEMBER 31, 2023

City Clerk, Dominique Davis, provided a presentation and reviewed the proposed appointments to local committee assignments for the City Council. There were no comments from the public.

On motion by Council/Agency Member Garcia-Arrazola and second by Mayor Pro Tem/Vice Chair Pacheco and carried by the following vote, the City Council/Successor Agency moved to adopt a resolution approving the annual appointments to local committee assignments for January 1, 2023 – December 31, 2023.

RESULT: 5-0-0-0

AYES: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: Adopted Reso #22-163

12. ADJOURNMENT TO RECEPTION (CITY HALL - WALTER LEE AVERY GALLERY)

With no further business, the meeting adjourned at 6:57 p.m.

Respectfully submitted,

Dominique L. Davis, City/Agency Clerk

Ian N. Oglesby, Mayor/Chair



CITY OF SEASIDE STAFF REPORT

Item No.: 8.B.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Jessica Riley, Assistant Finance Director

DATE: January 5, 2023

SUBJECT: APPROVE AND FILE CITY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of November 19, 2022 through December 16, 2022, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period ending December 1, 2022 and December 15, 2022. Total Accounts Payable and Payroll for the above referenced period is \$4,090,038.66.

BACKGROUND

In accordance with Government Code Section 37208, at each City Council meeting, the Council is provided a listing of the payroll and general checks issued since the last report so that the checks can be inspected and confirmed. Each purchase has been reviewed and approved by the department making the purchase at the time of procurement. The invoices have been reviewed by the Finance Department prior to payment to ensure that they conform to the approved budget.

Therefore, in accordance with Government Code Section 37208, the above referenced and linked list of checks conforms to the approved budget and has been paid. These checks are submitted to the City Council for inspection and confirmation.

A description of the checks and wires exceeding \$10,000.00 are as follows:

- \$40,685.57 to California-American Water for Water consumption for multiple City of Seaside service addresses. Billing period of 11/19/2022. Service addresses include city buildings, parks, fire hydrants, irrigation stations, and city affordable housing.
- \$179,524.00 to County of Monterey - Dept of Emergency Communications for

- Payment for FY2022/23 Quarter 3 - Dispatch Services.
- \$30,000.00 to Quint & Thimmig LLP for legal services for Community Facilities District formation.
 - \$17,489.34 to Monterey County Convention & Visitor's Bureau for TID (Tourism Improvement District) remittance for the reporting period of October 2022 for the 13 Seaside motels/hotels.
 - \$30,064.24 to Monterey County Sheriff - Coroner for Criminal Justice Information System for the quarter ending 9/30/2022.
 - \$25,578.12 to Wallace Group for SCSD professional services for Fremont, Broadway, & Ortiz project during August 2022; Oct 2022 services for Fire Station Upgrades; Oct 2022 services for Ellis Park Improvements; Sep 2022 Services for Campus Town Water Augmentation Study; Sept 2022 services for American Tire Development Review.
 - \$10,120.13 to Wallace Group for SCSD professional services for Fremont, Broadway, & Ortiz project during September 2022; Sep & Oct 2022 services for On-Call Water Strategy; Oct 2022 services for West End Sand City Inspection; Oct 2022 Services for Campus Town Water Augmentation Study; Oct 2022 Plan check services for Ascent Project.
 - \$47,772.78 to PG&E for Collective accts for street lights, highway lighting, park lights and city office buildings. Service period ending 10/28/2022.
 - \$52,430.00 to PG&E for Collective accts for street lights, highway lighting, park lights and city office buildings. Service period ending 11/30/2022.
 - \$49,332.16 to PG&E for Collective accts for street lights, highway lighting, park lights and city office buildings. Service period ending 9/30/2022.
 - \$52,878.36 to Harris & Associates for SCSD professional services for Fremont, Broadway, & Ortiz project during July 2022; July & Oct 2022 services for Noche Buena Emergency Storm Drain repair; Oct 2022 services for Campustown Phase I & Phase II demolition.
 - \$11,558.45 to Whitson Engineers for Oct 2022 services for City Hall & Library parking lot improvement; Sep & Oct 2022 services for Cutino Park Improvements.
 - \$51,228.30 to Whitson Engineers for Oct 2022 services for Police Department parking lot improvement; Aug 2022 services for Ellis Park Improvements.
 - \$31,000.33 to HdL & Associates for Contract audit services for City Sales Tax collections during Q2 FY 2022/23.
 - \$27,659.25 to Monterey Peninsula Engineering for Prof. services thru 9/30/2022 for the Del Monte LID project (payment #4).
 - \$478,972.90 to Monterey Peninsula Engineering for SCSD Prof. services for Fremont, Broadway, Ortiz sewer upgrade during Aug, Sep, Oct 2022; Prof. services thru 10/31/2022 for the Del Monte LID project (payment #5).
 - \$14,750.00 to Bear Electrical Solutions, Inc. for Repair for 48 outlets on the street poles on Fremont Blvd.
 - \$18,667.75 to Raimi & Associates, Inc. for Services for the Seaside General Plan during October 2022.

- \$28,097.22 to Kimley-Horn and Associates for Campus Town services and travel reimbursement for Oct 2022.
- \$10,439.21 to Sturdy Oil Company for 2,046 gallons of regular gas (ethanol) and 667 gallons of clear diesel delivered to the public works department on 11/29/2022.
- \$112,664.93 to Huntington Public Capital Corp. for Annual lease payment for E-one Fire truck, lease #210849000.
- \$10,353.52 to Silver & Wright, LLP for Nov. 2022 legal services for 1661 Mescal Ct.
- \$10,650.00 to Parisis Transportation Consulting Inc. for Oct. 2022 services for: Traffic Calming Program Review; On-Call Transportation Planning; School Area Speed Signing.
- \$55,000.00 to Weinman Company for Expired ENA, return of remaining deposit.
- \$26,390.00 to Maze & Associates for Nov. 2022 services for the City Audit for the fiscal year ending 6/30/2022.
- \$22,756.78 to Afeco Inc. for Fire Department Equipment.

The Net Payroll and Payroll benefits total was \$1,749,521.65.

The remaining checks, totaling \$894,453.67, include payments to vendors for operating expenditures.

The check report is available on the City's website here:
<https://www.ci.seaside.ca.us/194/Check-Draft-Register>

FISCAL IMPACT

There are no additional fiscal impacts.

ATTACHMENTS

None

Reviewed for Submission to the City Council by:


 Jaime M. Fontes, City Manager



CITY OF SEASIDE STAFF REPORT

Item No.: 8.C.

TO: Successor Agency to the Redevelopment Agency of the City of Seaside

FROM: Jaime M. Fontes, City Manager

BY: Jessica Riley, Assistant Finance Director

DATE: January 5, 2023

SUBJECT: APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of November 19, 2022 through December 16, 2022, including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending December 1, 2022 and December 15, 2022. Total Accounts Payable and Payroll for the above referenced period is \$494.54.

BACKGROUND

In accordance with Government Code Section 37208, at each City Council meeting the Council is provided a listing of the payroll and general checks issued since the last report so that it can inspect and confirm these checks. Each purchase has been reviewed and approved by the department making the purchase at the time of procurement. The invoice has been reviewed by the Finance Department prior to payment to ensure that it conforms to the approved budget.

Therefore, in accordance with Government Code Section 37208, the above referenced, and linked list of checks conforms to the approved budget and has been paid. These checks are submitted to the City Council for inspection and confirmation.

A description of the checks and wires exceeding \$10,000 are as follows:

- No checks exceeded \$10,000.

The Checks report is available on the City's website here:
<https://www.ci.seaside.ca.us/194/Check-Draft-Register>

FISCAL IMPACT

There are no additional fiscal impacts.

ATTACHMENTS

None



CITY OF SEASIDE STAFF REPORT

Item No.: 8.D.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Victor Damiani, Finance Director
Jessica Riley, Assistant Finance Director

DATE: January 5, 2023

**SUBJECT: REVIEW OF THE SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) 23-24
FOR THE PERIOD JULY 1, 2023 – JUNE 30, 2024, PURSUANT TO
HEALTH AND SAFETY CODE SECTION 34177**

RECOMMENDATION

Accept and review the ROPS 23-24 for the period July 1, 2023 – June 30, 2024 pursuant to Health and Safety Code Section 34177 and direct staff to forward the presentation to the Monterey County Consolidated Oversight Board for further review and approval.

BACKGROUND

Upon dissolution of the Redevelopment Agency of the City of Seaside on February 1, 2012, pursuant to AB X1 26, the Successor Agency to the Redevelopment Agency of the City of Seaside was constituted and is governed by a board of directors consisting of the members of the City Council.

Pursuant to Health and Safety Code Section 34177, successor agencies are required to prepare Recognized Obligation Payment Schedules (ROPS) prior to each twelve-month fiscal period. The Successor Agency previously prepared a ROPS for the fiscal period commencing on July 1, 2022, and ending on June 30, 2023, (ROPS 22-23). At this time, a ROPS has been prepared for the next twelve-month fiscal period commencing on July 1, 2023, and ending on June 30, 2024 (ROPS 23-24).

ROPS 23-24 is to be submitted to the County Auditor-Controller, the County Administrative Office, the Department of Finance (DOF) and the State Controller's Office

by February 1, 2023. Prior to submission, the ROPS must be reviewed and approved by the new Consolidated Oversight Board on January 20, 2023. The Successor Agency must submit the ROPS to the DOF and a copy of the Consolidated Oversight Board's approved ROPS must be posted on the Successor Agency's website.

The DOF may eliminate or modify any items on the ROPS before approving the ROPS. The DOF must make its determination regarding the enforceable obligations and the amount and funding source for each enforceable obligation listed on a ROPS no later than 45 days after the ROPS is submitted. Within five business days of the DOF's determination, the Successor Agency may request to "meet and confer" with the DOF on disputed items. The County Auditor-Controller may also object to the inclusion of any item on the ROPS that is not demonstrated to be an enforceable obligation and may object to the funding source proposed for any item.

Beginning with ROPS 19-20, the ROPS must be presented to the Consolidated Oversight Board (COB) for approval before being submitted to the DOF. Previously, the ROPS were presented to the Seaside Oversight Board. Due to changes in the law, there is now one Consolidated Oversight Board for each county. Upon COB approval, ROPS 23-24 will be submitted to DOF. The COB will meet on January 20, 2023.

The COB requests an explanation of previously approved ROPS items and an explanation of any changes requested to ROPS 23-24. Since the COB is requesting that information, it is also hereby presented to the Successor Agency (SA) to inform SA of what information the COB will receive.

A summary of the approved ROPS items is attached. The Obligation Amount is the outstanding amount as of June 30, 2023. The summary is followed by an explanation of each item and any changes.

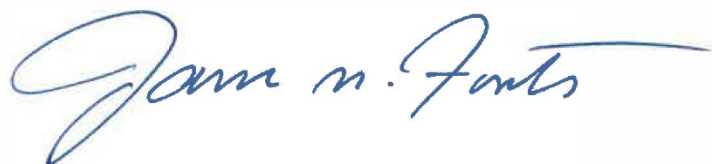
FISCAL IMPACT

Preparation of the ROPS 23-24 is in furtherance of allowing the Successor Agency to pay enforceable obligations of the former redevelopment agency.

ATTACHMENTS

1. 2014 Refunding Series Amortization Schedule
2. ROPS 23-24 Request, City of Seaside Successor Agency
3. Summary of ROPS Obligations and ROPS 23-24 Requests

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

INT ACCRUES FROM:	12/23/2014	
FIRST PAYMENT DATE:	2/1/2015	
FINAL MATURITY:	8/1/2033	
MAX ANNUAL D.SERV:	\$2,515,225.00	

Requested for ROPS	Expenditure During ROPS	Item 45 2014 TAR B	Item 48 Reserve for August Payments
-----------------------	----------------------------	-----------------------	--

DATE:	COUPON:	PRINCIPAL DUE:	INTEREST DUE:	DEBT SERVICE	OUTSTANDING OBLIGATION				
2/1/2020			\$ 38,381.25	\$38,381.25	\$2,515,225.00	2019-20B	2019-20B	\$38,381	
8/1/2020	5.000%	\$100,000.00	\$ 38,381.25	\$138,381.25	\$2,338,462.50	2019-20B			\$138,381
2/1/2021			\$ 35,881.25	\$35,881.25	\$2,338,462.50	2020-21B	2020-21B	\$35,881	
8/1/2021	5.000%	\$110,000.00	\$ 35,881.25	\$145,881.25	\$2,156,700.00	2020-21B			\$145,881
2/1/2022			\$ 33,131.25	\$33,131.25	\$2,156,700.00	2021-22B	2021-22B	\$33,131	
8/1/2022	5.000%	\$115,000.00	\$ 33,131.25	\$148,131.25	\$1,975,437.50	2021-22B			\$148,131
2/1/2023			\$ 30,256.25	\$30,256.25	\$1,975,437.50	2022-23B	2022-23B	\$30,256	
8/1/2023	5.000%	\$120,000.00	\$ 30,256.25	\$150,256.25	\$1,794,925.00	2022-23B			\$150,256
2/1/2024			\$ 27,256.25	\$27,256.25	\$1,794,925.00	2023-24B	2023-24B	\$27,256	
8/1/2024	5.000%	\$125,000.00	\$ 27,256.25	\$152,256.25	\$1,615,412.50	2023-24B			\$152,256
2/1/2025			\$ 24,131.25	\$24,131.25	\$1,615,412.50	2024-25B	2024-25B	\$24,131	
8/1/2025	5.000%	\$135,000.00	\$ 24,131.25	\$159,131.25	\$1,432,150.00	2024-25B			\$159,131
2/1/2026			\$ 20,756.25	\$20,756.25	\$1,432,150.00	2025-26B	2025-26B	\$20,756	
8/1/2026	5.000%	\$135,000.00	\$ 20,756.25	\$155,756.25	\$1,255,637.50	2025-26B			\$155,756
2/1/2027			\$ 17,381.25	\$17,381.25	\$1,255,637.50	2026-27B	2026-27B	\$17,381	
8/1/2027	3.000%	\$145,000.00	\$ 17,381.25	\$162,381.25	\$1,075,875.00	2026-27B			\$162,381
2/1/2028			\$ 15,206.25	\$15,206.25	\$1,075,875.00	2027-28B	2027-28B	\$15,206	
8/1/2028	3.000%	\$145,000.00	\$ 15,206.25	\$160,206.25	\$900,462.50	2027-28B			\$160,206
2/1/2029			\$ 13,031.25	\$13,031.25	\$900,462.50	2028-29B	2028-29B	\$13,031	
8/1/2029	3.000%	\$155,000.00	\$ 13,031.25	\$168,031.25	\$719,400.00	2028-29B			\$168,031
2/1/2030			\$ 10,706.25	\$10,706.25	\$719,400.00	2029-30B	2029-30B	\$10,706	
8/1/2030	3.125%	\$160,000.00	\$ 10,706.25	\$170,706.25	\$537,987.50	2029-30B			\$170,706
2/1/2031			\$ 8,206.25	\$8,206.25	\$537,987.50	2030-31B	2030-31B	\$8,206	
8/1/2031	3.250%	\$165,000.00	\$ 8,206.25	\$173,206.25	\$356,575.00	2030-31B			\$173,206
2/1/2032			\$ 5,525.00	\$5,525.00	\$356,575.00	2031-32B	2031-32B	\$5,525	
8/1/2032	3.250%	\$170,000.00	\$ 5,525.00	\$175,525.00	\$175,525.00	2031-32B			\$175,525
2/1/2033			\$ 2,762.50	\$2,762.50	\$175,525.00	2032-33B	2032-33B	\$2,763	
8/1/2033	3.250%	\$170,000.00	\$ 2,762.50	\$172,762.50	\$0.00	2032-33B			\$172,763
		\$1,950,000.00	\$565,225.00	\$2,515,225.00				\$282,610	\$2,232,610

Seaside Recognized Obligation Payment Schedule (ROPS 23-24) - ROPS Detail Requested																						
July 1, 2023 through June 30, 2024																						
(Report Amounts in Whole Dollars)																						
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name/Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	ROPS 23-24 Total	23-24A (July - December)					23-24A Total	23-24B (January - June)					23-24B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$ 4,796,013		\$ 182,512	\$ 0	\$ 0	\$ 3,000	\$ 0	\$ 0	\$ 3,000	\$ 0	\$ 0	\$ 179,512	\$ 0	\$ 0	\$ 179,512
6	City loan	City/County Loan (Prior	6/15/1995	6/30/2047	City of Seaside	Loan to fund projects	Merged	2,333,431	N	\$ -						\$ -						\$ -
7	City loan	City/County Loan (Prior 06/28/11), Other	1/4/2001	6/30/2047	City of Seaside	Loan to fund projects	Ft. Ord	500,000	N	\$ -						\$ -						\$ -
11	Seaside Resort Development	Professional Services	6/20/2002	10/19/2025	Larry Seeman & various other legal providers	Consultant work on Seaside Resort Project.	Ft. Ord	0	N	\$ -						\$ -						\$ -
12	Property Services	Miscellaneous	12/10/2010	4/19/2023	County of Monterey	Various property consultant services for assistance with the dissolution process and tax assessments	Merged & Ft. Ord		N	\$ -						\$ -						\$ -
13	Employee costs	Admin Costs	7/1/2015	6/30/2016	One City employee	Portion of employee who works on Successor Agency	Merged & Ft. Ord		N	\$ -						\$ -						\$ -
14	Legal Services	Admin Costs - Litigation	7/1/2015	6/30/2016	Richards Watson & Gershon, Goldfarb & Lipman, etc.	Legal services for dissolution process	Merged & Ft. Ord		N	\$ -						\$ -						\$ -
17	Consultant Services	Admin Costs	7/1/2015	6/30/2016	Seifel Consulting, Municipal Resource Group, EMC Planning Group, etc.	Various consultant services for assistance with the dissolution process	Merged & Ft. Ord		N	\$ -						\$ -						\$ -
18	Contract Services	Admin Costs	7/1/2015	6/30/2016	Mahoney & Associates, Chicago Title Company, etc.	Various contract services for assistance with the dissolution process	Merged & Ft. Ord		N	\$ -						\$ -						\$ -
19	Legal Advertising	Admin Costs	7/1/2015	6/30/2016	Monterey Herald Monterey Coast Weekly	Legal advertising as needed	Merged & Ft. Ord		N	\$ -						\$ -						\$ -
20	Liability insurance	Admin Costs	7/1/2015	6/30/2016	California Joint Powers Insurance Authority	Insurance coverage for the Successor Agency and the Oversight Board	Merged & Ft. Ord		N	\$ -						\$ -						\$ -
21	Central Services Charges	Admin Costs	7/1/2015	6/30/2016	City of Seaside	Charges for all central services, including City Manager, other staff, accounting, etc. (based on distribution from the Cost Allocation Plan)	Merged & Ft. Ord		N	\$ -						\$ -						\$ -
22	Computer services	Admin Costs	7/1/2015	6/30/2016	City of Seaside	Charges for computer services for	Merged & Ft. Ord		N	\$ -						\$ -						\$ -
23	SERAF, HSC Section 33690(c)(1)	SERAF/ERAF	6/9/2014	6/30/2047	Housing Successor Asset Fund-City of Seaside	Amount borrowed from Housing Fund to pay SERAF	Merged	0	N	\$ -						\$ -						\$ -
24	SERAF, HSC Section 33690.5(c)(1)	SERAF/ERAF	6/9/2014	6/30/2047	Housing Successor Asset Fund-City of Seaside	Amount borrowed from Housing Fund to pay SERAF	Merged		N	\$ -						\$ -						\$ -
26	Consumables	Admin Costs	7/1/2015	6/30/2016	Staples, Fed Ex, etc.	Miscellaneous operating	Merged & Ft. Ord		N	\$ -						\$ -						\$ -
28	Utilities and Repairs	Property Maintenance	7/1/2015	6/30/2016	Cal Am Water Company, PG&E, Home Depot, etc.	Contract and Utilities	Merged and Ft. Ord		N	\$ -						\$ -						\$ -
34	Bond Maintenance Fees	Fees	9/24/2003	8/1/2033	US Bank, Urban Futures, Arbitrage Rebate Service, Willdan Financial Services, etc.	Trustee fees, arbitrage calculation, disclosure certification	Merged & Ft. Ord	17,400	N	\$ 3,000			3,000			\$ 3,000						\$ -
39	Legal Services	Admin Costs - Litigation	7/1/2015	6/30/2016	Richards Watson & Gershon, Goldfarb & Lipman, etc.	Legal services for redevelopment projects	Merged & Ft. Ord		N	\$ -						\$ -						\$ -
40	Seaside Resort Development, per amended DDA	Project Management Costs	2/7/2014	10/19/2025	Richards Watson & Gershon, Larry Seeman, EMC Planning Group, etc.	Costs billed to developer for DDA work	Ft. Ord		N	\$ -						\$ -						\$ -
45	2014 Tax Allocation Refunding Bonds	Refunding Bonds Issued After 6/27/12	12/23/2014	8/1/2033	US Bank	Bonds issued to refinance 2003 bond series (Feb 1, interest payments)	Merged	144,963	N	\$ 27,256						\$ -			27,256			\$ 27,256
46	LRPMP Implementation - Consultant Services	Admin Costs	7/1/2015	6/30/2016	Seifel Consulting, Municipal Resource Group, EMC Planning Group, etc.	Various consultant services for assistance in implementing LRPMP projects	Merged & Ft. Ord		N	\$ -						\$ -						\$ -
48	Reserve for 2014 Tax Allocation Refunding Bond payment	Refunding Bonds Issued After 6/27/12	12/23/2014	8/1/2033	US Bank	Reserve for annual August 1, bond debt service payment per bond covenant	Merged	1,800,219	N	\$ 152,256						\$ -			152,256			\$ 152,256
49	Administration Costs	Admin Costs	7/1/2018	6/30/2019	Seaside Successor Agency	Successor Agency Administration Costs	Merged		N	\$ -						\$ -						\$ -
50									N	\$ -						\$ -						\$ -
51									N	\$ -						\$ -						\$ -
52									N	\$ -						\$ -						\$ -
53									N	\$ -						\$ -						\$ -
54									N	\$ -						\$ -						\$ -
55									N	\$ -						\$ -						\$ -
56									N	\$ -						\$ -						\$ -
57									N	\$ -						\$ -						\$ -
58									N	\$ -						\$ -						\$ -
59									N	\$ -						\$ -						\$ -
60									N	\$ -						\$ -						\$ -
61									N	\$ -						\$ -						\$ -
62									N	\$ -						\$ -						\$ -
63									N	\$ -						\$ -						\$ -
64									N	\$ -						\$ -						\$ -
65									N	\$ -						\$ -						\$ -
66									N	\$ -						\$ -						\$ -
67									N	\$ -						\$ -						\$ -
68									N	\$ -						\$ -						\$ -
69									N	\$ -						\$ -						\$ -
70									N	\$ -						\$ -						\$ -
71									N	\$ -						\$ -						\$ -
72									N	\$ -						\$ -						\$ -
73									N	\$ -						\$ -						\$ -
74									N	\$ -						\$ -						\$ -
75									N	\$ -						\$ -						\$ -
76									N	\$ -						\$ -						\$ -
77									N	\$ -						\$ -						\$ -
78									N	\$ -						\$ -						\$ -
79									N	\$ -						\$ -						\$ -

Seaside Recognized Obligation Payment Schedule (ROPS 23-24) - ROPS Detail Requested																						
July 1, 2023 through June 30, 2024																						
(Report Amounts in Whole Dollars)																						
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name/Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	ROPS 23-24 Total	23-24A (July - December)					23-24A Total	23-24B (January - June)					23-24B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
80									N	\$ -						\$ -						\$ -
81									N	\$ -						\$ -						\$ -
82									N	\$ -						\$ -						\$ -
83									N	\$ -						\$ -						\$ -
84									N	\$ -						\$ -						\$ -
85									N	\$ -						\$ -						\$ -
86									N	\$ -						\$ -						\$ -
87									N	\$ -						\$ -						\$ -
88									N	\$ -						\$ -						\$ -
89									N	\$ -						\$ -						\$ -
90									N	\$ -						\$ -						\$ -
91									N	\$ -						\$ -						\$ -
92									N	\$ -						\$ -						\$ -
93									N	\$ -						\$ -						\$ -
94									N	\$ -						\$ -						\$ -
95									N	\$ -						\$ -						\$ -
96									N	\$ -						\$ -						\$ -
97									N	\$ -						\$ -						\$ -
98									N	\$ -						\$ -						\$ -
99									N	\$ -						\$ -						\$ -
100									N	\$ -						\$ -						\$ -
101									N	\$ -						\$ -						\$ -
102									N	\$ -						\$ -						\$ -
103									N	\$ -						\$ -						\$ -
104									N	\$ -						\$ -						\$ -
105									N	\$ -						\$ -						\$ -
106									N	\$ -						\$ -						\$ -
107									N	\$ -						\$ -						\$ -

Successor Agency for the Redevelopment Agency for the City of Seaside
Summary of ROPS Obligations and ROPS 23-24 Requested Amount:

Item No.	Project Name	Obligation Amt.	ROPS 23-24 Amt.
6	City Loan	\$2,333,431	\$0
7	City Loan	500,000	0
12	Property Services	0	0
23	SERAF	0	0
24	SERAF	0	0
34	Bond Maintenance Fees	17,400	3,000
45	2014 Tax Allocation Refunding Bonds	144,963	27,256
48	Reserve for 2014 TARB	1,800,219	152,256
49	Administration Costs	<u>250,000</u>	<u>0</u>
	Totals	\$4,796,013	\$182,512

- **Item 6 City Loan \$2,333,431** – During fiscal year 2011-12, the City Council approved resolution SA 2012-10 authorizing a loan pursuant to AB 1484 between the City and the Successor Agency. The Successor Agency received a Finding of Completion from the Department of Finance on March 28, 2014. Pursuant to Health & Safety Code Section 34191.4, the Successor Agency is now eligible to request Oversight Board approval to repay amounts due to the City of Seaside pursuant to the Financing Agreement. The Successor Agency is preparing a report to make a finding to re-establish loans made pursuant to a financing agreement between the Redevelopment Agency of the City of Seaside and the City of Seaside pursuant to health and safety code section 34191.4.
- **Item 7 City Loan \$500,000** – This item is for a loan for the Ft. Ord Project Area. No funding has been requested for this item. The documentation to support the item is being reviewed.
- **Item 12 Property Services \$0** – This item is to pay various property consultant services for assistance with the dissolution process and assessments of SA properties. Some funding will come from Other Funds (rents, etc.). The City of Seaside Successor Agency has sold all properties that allow the use of RPTTF funds to pay expenses and retired this item from the 22-23 ROPS.
- **Item 23 SERAF, HSC Section 33690(c)(1)** - This is to pay the Housing Successor Agency for funds borrowed to pay the Supplemental Educational Revenue Augmentation Fund. The ROPS 19-20 amount of \$746,405 paid off the loan amount. No further funds to be requested.
- **Item 24 SERAF, HSC Section 33690.5(c)(1)** – This is to pay Housing

Successor Agency for funds borrowed to pay the Supplemental Educational Revenue Augmentation Fund. The ROPS 19-20 amount of \$817,842 paid off the loan amount. No further funds to be requested.

- Item 34 Bond Maintenance Fees – This is funding for the annual trustee fees, arbitrage rebate calculations and annual disclosure fees for the 2014 TARB. Amount requested is \$3,000, which is consistent with the \$3,000 requested in the 22-23 ROPS.
- Item 45 2017 Tax Allocation Refunding (TARB) – This is the February 1, debt service interest only payment (\$27,256) due during ROPS 23-24B. The prior ROPS requested \$30,256. Amounts requested are in accordance with the attached debt service schedule.
- Item 48 Reserve for 2014 TARB – This is the Reserve for the 2014 TARB principal and interest payment (\$152,256) that is due on August 1 of each year until the bonds are paid in full. Per the bond indenture and DOF approval, the SA is allowed to request funding during ROPS 23-24 for debt service payment to be made on August 1, 2024. During ROPS 23-24 the funds will be held in a reserve until needed, the following fiscal year. The prior ROPS requested \$150,256 for this item in accordance with the debt service schedule.
- Item 49 Administration Costs – The \$0 requested for 23-24 is the allowed amount less than \$250,000 per the DoF's Administrative Cost Allowance formula. The requested amount of \$0 for 23-24 was determined by taking 50 percent of total Redevelopment Property Tax Trust Fund (RPTTF) distributed to pay enforceable obligations in the preceding fiscal year. The City of Seaside Successor Agency anticipates that Administrative Costs will remain near \$0 in future years.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.E.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Samantha Alcaraz, Human Resources Analyst

DATE: January 5, 2023

**SUBJECT: ADOPT A RESOLUTION MODIFYING THE POSITION
ALLOCATION LIST TO ADD THE CLASSIFICATION OF
ASSISTANT PUBLIC WORKS DIRECTOR**

RECOMMENDATION

Adopt a resolution modifying the Classification Plan, Position Allocation List, and establishing salary to add the full-time position of Assistant Public Works Director.

BACKGROUND

The purpose of this item is to request the City Council to adopt a resolution adding the classification of Assistant Public Works Director and salary for this position. The City's management team continually evaluates staffing and the City's organizational structure. In order to increase the efficiency, effectiveness, and responsiveness in the operation of the City, the staff recommended the addition of a new classification. This proposed Assistant Public Works Director position will serve in the absence of the Public Works Director/City Engineer and will provide assistance in performing various professional level engineering functions, including supervising and training Engineering Division staff. This position will be assigned to the Seaside Managers and Supervisory Employees' Association bargaining unit and to the Public Works Department.

The Assistant Public Works Director will be an FLSA Exempt position assigned to the Seaside Managers and Supervisory Employees' Association bargaining unit and provided with the benefits outlined in the SMSEA MOU. The annual salary will be at the top step of \$171,165.

FISCAL IMPACT

The Finance Department is authorized to make any budget adjustments to the Adopted

Fiscal Year 2022/23 General Fund upon the approval of this classification.

ATTACHMENTS

1. Resolution
 2. Job Description
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

RESOLUTION NO. 23-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE CREATING
THE CLASSIFICATION OF ASSISTANT PUBLIC WORKS DIRECTOR AND
MODIFYING THE POSITION ALLOCATION LIST TO REFLECT THE
ORGANIZATIONAL CHANGE**

WHEREAS, the full-time Classification Plan may be amended upon recommendation of the City Manager and approval by the City Council; and

WHEREAS, in order to provide greater efficiency in the operation of the City and enhance service levels, certain job classifications have been prepared; and

WHEREAS, there is a need to create the Assistant Public Works Director;

WHEREAS, the Assistant Public Works Director will be assigned to the Seaside Managers and Supervisory Employees' Association bargaining unit and paid a top step annual salary of \$171,165; and

WHEREAS, the addition of this position will enhance the City's services and will provide valuable support to the community; and

WHEREAS, the Position Allocation List will be modified to add one Assistant Public Works Director to the Public Works Department.

WHEREAS, the Finance Department is authorized to make any budget adjustments that are necessary as a result of this change.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby approves creating the new position and modifying the Position Allocation List as proposed.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 5th day of January 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

ATTEST:

Ian N. Oglesby, Mayor
City of Seaside

Dominique Davis, City Clerk

**CITY OF SEASIDE
ASSISTANT PUBLIC WORKS DIRECTOR**

DEFINITION

Under administrative direction of the Public Works Director / City Engineer, supervises the activities of the Public Works Engineering and Maintenance & Utilities Divisions; provides complex staff assistance to the Public Works Director / City Engineer; directs the Capital Improvement Program and or development engineering; performs a variety of professional level engineering functions; coordinates assigned activities with other City departments, officials, outside agencies, and the public; fosters cooperative working relationships among City departments and with intergovernmental and regulatory agencies and various public and private groups; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the Public Works Director / City Engineer. This classification is responsible for directing and supervising the Engineering and Maintenance & Utilities Divisions of the Public Works Department and serves as the City Engineer in the absence of the Director. This classification is distinguished from the Public Works Director / City Engineer in that the Director is responsible for overall management of the entire department. Exercises general direction and supervision over professional, technical, and administrative support staff either directly or through subordinate levels of supervision.

EXAMPLES OF ESSENTIAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Accepts management responsibility for the activities, operations, and services of the Engineering Division, including research, development, design, contracting, construction inspection, plan review, surveying and records management; plans, coordinates and reviews work plans for assigned projects; provides administrative and technical direction to department staff; coordinates activities with other divisions, City departments, outside agencies and organizations; designs and directs special engineering studies, including analyses, reports, drawings, models and displays; reviews and approves a variety of engineered plans.
- Plans, organizes, coordinates, and directs through subordinate managers the Maintenance & Utilities division including street maintenance, parks, water, stormwater, building, vehicle, and equipment maintenance.
- Supervises and participates in the development, implementation and maintenance of division goals, objectives, policies and procedures; assists in the development and implementation of department-wide goals, policies and procedures; reviews and evaluates work methods and procedures for improving organizational performance and meeting division goals.
- Supervises, trains and evaluates Engineering Division staff; recommends the selection, promotion and discipline of Division employees; coordinates the selection, orientation, training and evaluation programs for Engineering Division personnel; provides or coordinates staff training; identifies and resolves staff deficiencies; assigns division work activities; reviews work in progress and submits finished work products to the Director.

- Plans, coordinates and supervises the review of private development plans for conformance with City requirements, state and federal regulations and sound engineering practices; develops and implements the department's capital improvement program and budget; directs the preparation of plans, specifications, cost estimates and contract documents; participates in the selection and supervision of contracted professional engineers for the development of plans, specifications, studies and reports; oversees the administration of contracts; visits construction sites to ensure conformance of construction to plans or to identify design elements; reviews and approves all payments and billings for contract services.
- Oversees and participates in the development of the Engineering Division budget; participates in the forecast of necessary funds for staffing, materials and supplies; administers and monitors the approved budget; resolves budget issues with appropriate staff; implements budget adjustments as necessary; assists the Director in developing and managing the department budget.
- Manages the development and implementation of the department's Capital Improvement Program, including the complex interchange of funding sources and grants.
- Provides technical and professional advice to the Director, other City staff, the City Council, and various City commissions on engineering matters; prepares and coordinates reports and presentations on engineering issues for the City Council, community groups, boards and commissions, and regulatory agencies; prepares or directs the preparation of grant and permit applications; pursues federal and state grant funds and permits; ensures project compliance with grant or permit regulations.
- Serves as the City Engineer and department head in the absence of the Director.
- Oversees private development plan and map review and issuance of various engineering permits.
- Prepares or provides critical review of various staff reports, resolutions, environmental impact reports, negative declarations, reports required by state and federal agencies, and correspondence.
- Monitors and evaluates the impact of current trends in the field of municipal and transportation engineering, including legislation, court rulings and professional practices and techniques; recommends policy and procedural modifications accordingly.
- Responds to the most complex and difficult inquiries and requests for information, provides information and resolves service issues or complaints; represents the department to other City departments, other agencies, civic groups and the public; establishes and maintains a customer service orientation within the division.
- Performs other related duties as assigned.

Knowledge of:

- Principles and practices of civil and transportation engineering related to the planning, design, construction and inspection of municipal public works.
- Applicable federal and state laws, codes and regulations, including those related to development, design and construction.
- Administrative principles and practices, including goal setting, program development, implementation, and evaluation and supervision of staff either directly or through subordinate levels of supervision.
- Organizational and management practices as applied to the analysis and evaluation of projects, programs, policies, procedures, and operational needs; principles and practices of municipal government administration.
- Principles and practices of construction management.
- Capital Improvement Program development

- Grant writing and administration.
- Federal and State regulations and guidelines pertinent to the areas of responsibility.
- Public agency budgetary, contract administration, City-wide administrative practices, and general principles of risk management related to the functions of the assigned area.
- Basic terminology, methods, techniques and practices of the operation and maintenance of computer servers, network systems, and personal computer hardware and software.
- Principles and practices of employee supervision, including work planning, assignment, review and evaluation, and the training of staff in work procedures.
- Technical, legal, financial, and public relations issues associated with the administration of programs within assigned area.
- Methods and techniques for the development of presentations, contract negotiations, business correspondence, and information distribution; research and reporting methods, techniques, and procedures.
- Record keeping principles and procedures.
- Modern office practices, methods, financial programs, and computer equipment and applications related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for effectively representing the City in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.

Ability to:

- Develop and implement goals, objectives, policies, procedures, work standards, and internal controls for the department and assigned program areas.
- Provide administrative and professional leadership and direction for the department and the City.
- Develop and administer operational and construction project budgets.
- Prepare complex engineering plans, specifications and calculations.
- Read and interpret maps, sketches, drawings, specifications and technical manuals.
- Observe safety principles and work in a safe manner.
- Prepare and administer large and complex budgets; allocate limited resources in a cost effective manner.
- Interpret, apply, and ensure compliance with Federal, State, and local policies, procedures, laws, and regulations.
- Plan, organize, direct, and coordinate the work of management, supervisory, professional, and technical personnel; delegate authority and responsibility; select, motivate, and evaluate the work of staff and train staff in work procedures.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Effectively administer projects with contractual agreements and ensure compliance with stipulations; effectively administer a variety of administrative services programs and administrative activities.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.

- Establish and maintain a variety of filing, record-keeping, and tracking systems.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Operate modern office equipment including computer equipment and specialized software applications programs.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Graduation from an accredited four-year college or university with major coursework in Civil Engineering, or a closely related field and five (5) years of increasingly responsible professional civil engineering experience including experience in a supervisory or project management capacity. Experience in a Municipal Government and a Master's degree are desirable.

Licenses and Certifications:

- Possession of a valid certificate of registration as a civil engineer issued by the California State Board of Registration for Professional Engineers and Land Surveyors.
- Possession and continued maintenance of a valid California Class C driver's license.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer, to inspect City development sites, to operate a motor vehicle, and to visit various City and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although walking around at construction sites on occasion is required in addition to standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push and pull drawers open and closed to retrieve and file information, and walk on uneven surfaces while in the field. Employees must possess the ability to lift, carry, push and pull materials and objects weighing up to 25 pounds.

ENVIRONMENTAL ELEMENTS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may work in the field and occasionally be exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.



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
Leslie Llantero, Assistant Engineer

DATE: January 5, 2023

SUBJECT: ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATION FOR THE SCHOOL AREA REDUCED SPEED ZONES PROJECT, AWARDING A CONSTRUCTION CONTRACT TO CHRISP COMPANY FOR AN AMOUNT NOT TO EXCEED \$76,425.00 AND TOTAL PROJECT CONSTRUCTION COST INCLUDING CONTINGENCY OF \$90,000.00, AND APPROPRIATING \$12,000.00 FROM MEASURE X FUND BALANCE TO THE PROJECT

RECOMMENDATION

Adopt a resolution:

1. Approving the plans and specifications for the School Area Reduced Speed Zones Project;
2. Awarding a construction contract to Chrisp Company for an amount not to exceed \$76,425.00;
3. Establishing a construction contingency of \$13,575.00 for a total project construction amount not to exceed \$90,000.00;
4. Authorizing the City Manager to execute the construction contract and approving any amendments, extensions, and change orders until completion of the project in accordance with the plans and specifications up to the total construction amount; and
5. Appropriating \$12,000.00 from the Measure X Fund balance and amending the fiscal year 2022/2023 budget for School Area Reduced Speed Zone Project for a new total project budget of \$92,000.00.

BACKGROUND

On May 6, 2021, the City approved a professional services agreement with Parisi Transportation Consulting (Parisi) to conduct an Engineering and Traffic Survey and

Reduced Speed Zoning Adjacent to Schools. In accordance with the requirement set forth in the California Vehicle Code, Parisi evaluated the streets adjacent to all the schools within Seaside and prepared the City of Seaside Reduced School Zone Speed Limits Traffic Engineering Study (Study). On March 15, 2022, the City Council adopted a resolution approving the Study and establishing 21 street segments for reduced speed limits within the school zones and approaching school zones. The project will install 25 mph and 20 mph school speed limits within the school zones for 14 schools within the city. The project is expected to take 5 weeks to complete.

Design was completed and the project was released for bids on November 3, 2022, and bids were opened on December 8, 2022. Bids were received from two contractors:

Contractor	Bid
Chrisp Company	\$76,425.00
Sterndahl Enterprises, LLC	\$121,600.00

Based upon an evaluation of the bid documents received, Chrisp Company was the lowest responsive and responsible bidder with a bid of \$76,425.00. Chrisp Company has satisfactorily constructed similar work projects as a subcontractor for the City and as a prime contractor for Caltrans and several bay area cities. Staff recommends a construction contract for this project be awarded to Chrisp Company.

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 removes and installs school zone and speed limit signs within the public right of way and involves negligible or no expansion of use.

FISCAL IMPACT

The proposed construction contract with Chrisp Company is an amount not to exceed of \$76,425.00. A contract contingency of approximately 18%, or \$13,575.00, is appropriate for a project of this scope of work. This results in a total construction amount of \$90,000.00. Around \$2000.00 has already expended on the project for construction bidding and in-house installation of signs around Ord Terrace Elementary School.

The adopted fiscal year 2022/2023 budget for the School Area Reduced Speed Zones Project is \$80,000.00 (Account No. 212-8960-9600) funded by Measure X. An additional amount of \$12,000.00 is being requested for construction costs, bidding expenses, in-house sign installation, and construction contingency. There is sufficient Measure X Fund balance to fund the additional amount requested. Staff will be

providing construction management and inspection services for this project.

Staff recommends adopting a resolution (Attachment 1): approving the plans and specifications for the School Area Reduced Speed Zones Project (Attachments 3 and 4); awarding a construction contract (Attachment 2) to Chrisp Company for an amount not to exceed \$76,425.00; establishing construction contingency of \$13,575.00 for a total project construction amount not to exceed \$90,000.00; authorizing the City Manager to execute the construction contract and approving any amendments, extensions, and change orders until completion of the project in accordance with the plans and specifications up to the total construction amount; and appropriating \$12,000.00 from Measure X Fund balance and amending the fiscal year 2022/2023 budget for School Area Reduced Speed Zone Project for a total Project budget of \$92,000.00.

ATTACHMENTS

1. Resolution
 2. Construction Contract
 3. Project Specifications
 4. Project Plans
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE PLANS AND SPECIFICATIONS FOR THE SCHOOL AREA REDUCED SPEED LIMIT ZONES PROJECT, APPROPRIATING \$12,000.00 FROM THE MEASURE X FUND TO THE PROJECT, AND AWARDING A CONSTRUCTION CONTRACT TO CHRISP COMPANY FOR AN AMOUNT NOT TO EXCEED \$76,425.00 AND TOTAL PROJECT CONSTRUCTION COST INCLUDING A 18% CONTINGENCY OF \$90,000.00

WHEREAS, on May 6, 2021, the City approved a professional service agreement with Parisi Transportation Consulting (Parisi) to conduct an Engineering and Traffic Survey and Reduced Speed Zoning Adjacent to Schools; and

WHEREAS, in accordance with the requirements set forth in the California Vehicle Code, Parisi evaluated the streets adjacent to all the schools within Seaside and prepared the Reduced School Zone Speed Limits Traffic Engineering Study (Study); and

WHEREAS, on March 15, 2022, the city council adopted a resolution approving the Study and established 21 street segments for reduced speed limits within school zones; and

WHEREAS, on November 3, 2022, design of the project was completed and was released for construction bids; and

WHEREAS, on December 8, 2022, two bids were received; and

WHEREAS, Chrisp Company was determined to have the lowest responsive and responsible bid in the amount of \$76,425.00; and

WHEREAS, an amount of \$13,575.00 contingency, approximately 18% of the contract value, should be authorized on an as required basis; and

WHEREAS, Chrisp Company has successfully completed similar signage projects for

Caltrans and several bay area cities as a prime contractor; and

WHEREAS, the adopted fiscal year 2022/2023 project budget (Account No. 212-8960-9600) is \$80,000.00; and

WHEREAS, the proposed Chrisp Company construction contract including construction contingency, several in-house sign purchase and installations, and bid advertisement expenses, amounts to \$92,000.00, requiring an additional \$12,000.00 to complete the project; and

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

WHEREAS, the project is categorically exempt per Article 19, section 15301 of CEQA because the project will remove and install school zone and school speed limit signs and involves negligible or no expansion of use.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby approves the plans and specifications for the School Area Reduced Speed Limit Zones Project dated November 3, 2022; and

BE IT FURTHER RESOLVED, that the City of Seaside City Council approves a fiscal year 2022/2023 budget appropriation in the amount of \$12,000.00 from the Measure X Fund to the School Area Reduced Speed Limit Zones Project (212-8960-9600) such that the revised Project budget is \$92,000.00, and directs the Finance Director to make appropriate budget adjustments; and

BE IT FURTHER RESOLVED, that the City of Seaside City Council authorizes the City Manager to execute a construction contract with Chrisp Company for an amount not to exceed \$76,425.00;

BE IT FURTHER RESOLVED, that the City of Seaside City Council authorizes the City Manager to execute up to an additional 18% contingency for written amendments, extensions, and change orders to the construction contract outlined above such that the full value may not exceed \$90,000.00.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 5th day of January, 2023 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



CITY OF SEASIDE CONSTRUCTION BID CONTRACT SCHOOL AREA REDUCED SPEED ZONES PROJECT

This Agreement, made and concluded in duplicate this _____ day of _____, between the CITY OF SEASIDE, herein referred to as "City", and Chrisp Company, herein referred to as "Contractor".

WITNESSETH:

Article I. For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said City and hereunto annexed, the said Contractor agrees with the said City, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of said City, in accordance with the provisions hereto annexed and also in accordance with the latest applicable General prevailing Wage Rates.

The work to be done is specified in these special provisions Titled "Book 1 Notice, Plans, & Special Provisions" for the School Area Reduced Speed Zones Project, dated November 3, 2022, approved by the City Engineer, which said special provisions and plans are made part of this contract.

Article II. The said City hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and do the work according to the terms and conditions herein contained and referred to, for the price hereinafter set forth, and hereby contracts to pay the same at the time, in the manner, and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

Article III. The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

Article IV. By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Article V. And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the said City and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

Item No.	Item Description	Unit	Estimated Quantity	Unit Cost	Total Cost
1	Mobilization	LS	1	\$10,000.00	\$10,000.00
2	Temporary Traffic Control	LS	1	\$20,000.00	\$20,000.00
3	Remove and Salvage Sign	LS	1	\$975.00	\$975.00
4	Remove Post and Salvage Sign	LS	1	\$2,850.00	\$2,850.00
5	Install New Sign on Existing Post and Foundation or Luminaire	EA	14	\$400.00	\$4,800.00
6	Install Sign, Post, and Foundation	EA	63	\$675.00	\$37,800.00
Total					\$76,425.00

Article VI. - Assignment. The Contractor shall not assign any of his duties, responsibilities or obligations without prior written consent from the City.

Article VII. Indemnity. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless, City and any and all of City's boards, officers, employees, agents, assigns, and successors in interest , from and against any and all claims losses, demand and expenses, including, but not limited to, attorney's fees and cost of litigation, on account of bodily injury, including death, or property damage arising out of or in any way connected to the work performed by Contractor under this agreement. 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.

Article VIII. Insurance. Prior to the beginning of and throughout the duration of the work, Contractor will maintain insurance in conformance with the requirements set forth in Section 3.08 "Responsibility for Damage and Insurance" of the Special Provisions. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth, it will be amended 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 City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Article IX. - Legal Action. Should either party to this agreement bring legal action against the other, the case shall be handled in Monterey County, California, and the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge hearing the case and such fee shall be included in the judgment, together with all costs.

Article X. - Notices. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given and fully received when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to the respective parties as follows:

CITY OF SEASIDE
Nisha Patel, Public Works Director/City Engineer
440 Harcourt Avenue
Seaside, CA 93955

CHRISP COMPANY
43650 Osgood Road
Fremont, CA 94539

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first above written.

CITY OF SEASIDE

CONTRACTOR

by: _____
Jaime M. Fontes, City Manager

by: _____
David Morris, Executive Vice President

Date

Date

Licensed in accordance with an act
providing for the registration of Contractors. License
No. _____



ADDENDUM No.1
For the Construction of
SCHOOL AREA SPEED REDUCTION ZONES
November 23, 2022

Addendum No. 1 is being issued for revisions to the Drawings and Specifications for the School Area Speed Reduction Zones.

The clarifications and revisions declared in this addendum are an essential element to the contract documents. The contract documents to be executed will contain a copy of this addendum. This Addendum shall supersede the original Contract Documents, and previous Addenda wherein it contradicts the same and shall take precedence over anything to the contrary therein. All other conditions remain unchanged.

REVISIONS

Changes to Book 1 – “Notice, Plans & Special Provisions”:

REMOVE the 1st paragraph in its entirety on page 1 and replace with the following:

PUBLIC NOTICE IS HEREBY GIVEN that the City of Seaside will receive sealed bids for the above stated project in the office of the City's Deputy City Manager – Administrative Services, located at City Hall, 440 Harcourt Avenue, Seaside, CA 93955, until **3:00 pm on Thursday, December 8, 2022**, at which time all bids will be publicly opened and read aloud.

REMOVE SHEET NO. 7 (DRAWING P-7) in its entirety.

REMOVE SHEET NO. 12 and **REPLACE** with revised SHEET NO. 12 dated 11/23/22, attached hereto.

Changes to Book 2- “Contract Documents”- Bid List

REMOVE Proposal Form and replace with revised Proposal Form dated 11/23/22 attached hereto.

If you are a bidder, you must acknowledge receiving this Addendum by signing and returning the Addendum with your sealed bid. The addendum must also be acknowledged on page 5 of the bid proposal. Submit bids for this work with the understanding and full compensation of this addendum. Failure to acknowledge receipt of this addendum will result in a non-responsive bid.

If there are any questions regarding this addendum, please contact Leslie Llantero at lllantero@ci.seaside.ca.us

Sincerely,

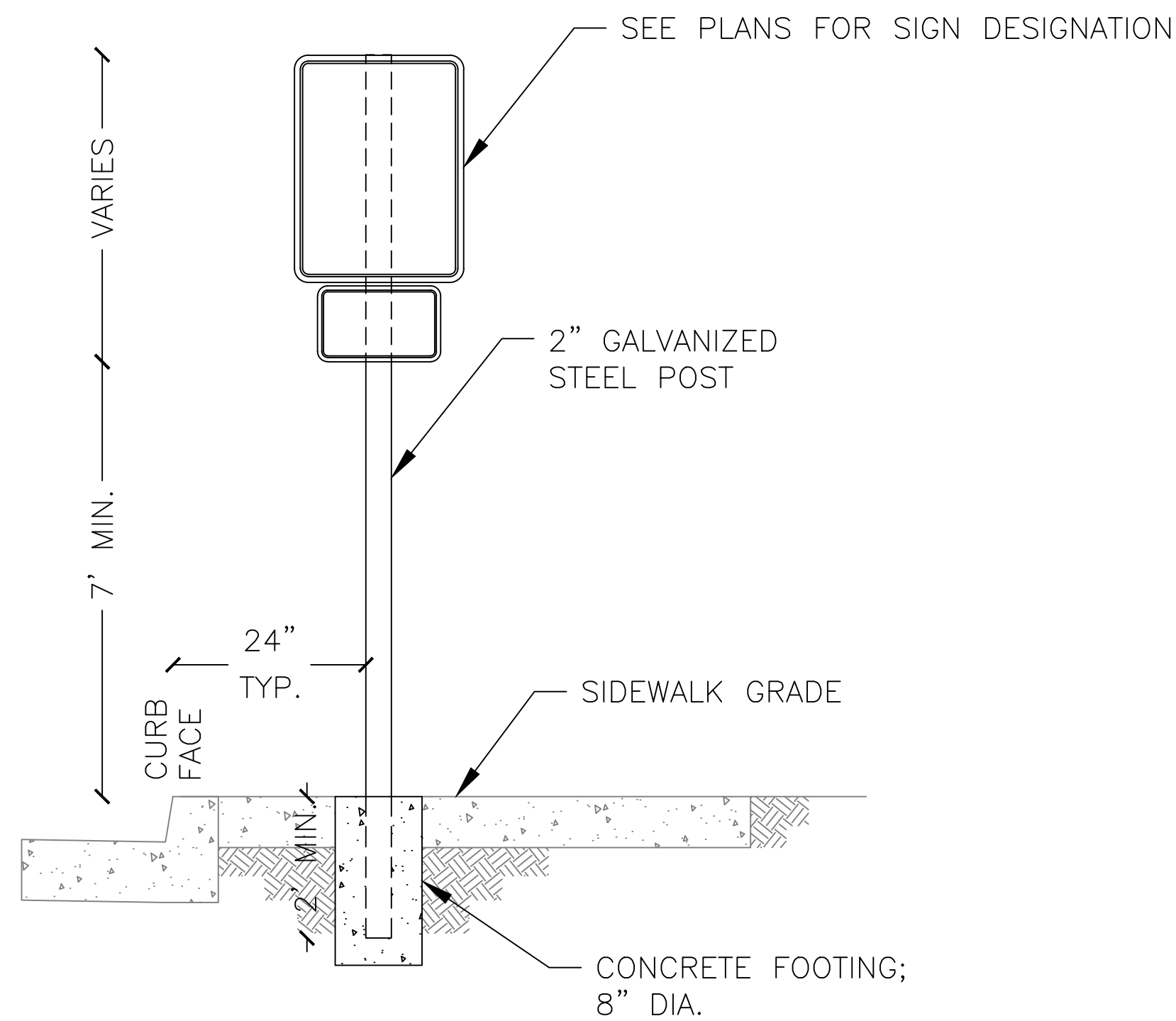
A handwritten signature in blue ink, appearing to read "Nisha Patel", is written over a horizontal line.

Nisha Patel
City Engineer/Public Works Director

ACKNOWLEDGED:

Name & Title of Bidder's Representative

Bidder: _____



SIGN AND POST INSTALLATION DETAIL

NOTES:

1. FOR MOUNTING MORE THAN ONE SIGN TO A POST LOWEST SIGN WILL BE AT THE 7 FOOT HEIGHT.
2. ALL SUPPLEMENTAL SIGNS SHALL BE AT THE 7 FOOT HEIGHT.
3. SIGN LEGEND AND SHAPE SHALL CONFORM WITH THE CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
4. CONTRACTOR SHALL PROVIDE MINIMUM TWO WORKING DAYS NOTICE TO ALLOW THE CITY ENGINEER TO REVIEW AND APPROVE SIGN POST LOCATIONS.

SIGN SCHEDULE						
SHEET	SCHOOL	ASSEMBLY A [SCHOOL]	ASSEMBLY C [20 MPH]	ASSEMBLY C [25 MPH]	R2-1 [30 MPH]	REMOVE EXISTING SIGN
PD-1	CENTRAL COAST HIGH SCHOOL	1	2	2	--	5
PD-2	DEL REY WOODS ELEMENTARY SCHOOL	5	8	2	2	7
PD-3	HIGHLAND ELEMENTARY SCHOOL	3	4	--	--	4
PD-4	GEORGE C. MARSHALL ELEMENTARY SCHOOL	2	2	--	--	6
PD-5	ORD TERRACE ELEMENTARY SCHOOL	3	4	2	--	7
PD-6	INTERNATIONAL SCHOOL OF MONTEREY	3	4	1	1	6
PD-7	MONTEREY BAY CHRISTIAN SCHOOL	2	2	2	2	4
PD-8	PENINSULA ADVENTIST SCHOOL	3	2	--	--	1
PD-9	MONTEREY BAY CHARTER SCHOOL	5	8	--	--	--
TOTAL:		27 24	36 32	9 7	5	40 33

POLE SCHEDULE			
SHEET	SCHOOL	NEW 2" POLE	POLES REMOVED
PD-1	CENTRAL COAST HIGH SCHOOL	2	2
PD-2	DEL REY WOODS ELEMENTARY SCHOOL	15	5
PD-3	HIGHLAND ELEMENTARY SCHOOL	7	4
PD-4	GEORGE C. MARSHALL ELEMENTARY SCHOOL	2	4
PD-5	ORD TERRACE ELEMENTARY SCHOOL	7	6
PD-6	INTERNATIONAL SCHOOL OF MONTEREY	7	5
PD-7	MONTEREY BAY CHRISTIAN SCHOOL	6	2
PD-8	PENINSULA ADVENTIST SCHOOL	4	0
PD-9	MONTEREY BAY CHARTER SCHOOL	13	0
TOTAL:		63 56	28 22

SIGN DETAIL		
NAME	SIZE	DETAIL
ASSEMBLY A [SCHOOL]	30" X 42" PENTAGON	
ASSEMBLY C [20 MPH]	24" X 48"	
ASSEMBLY C [25 MPH]	24" X 48"	
R2-1 [30 MPH]	24" X 30"	



100% CONSTRUCTION DOCUMENTS

Parisi
TRANSPORTATION CONSULTING

800 Bancroft Way, Ste 203
Berkeley, CA 94710
(510) 343-6400



DRAWN: AG	CHECKED: DP
DESIGNED: AG	APPROVED: AG

CITY OF SEASIDE
SCHOOL AREA SPEED REDUCTION ZONES
DETAIL AND QUANTITIES

REVISIONS		DATE	SCALE
NO.	DESCRIPTION	10/25/2022	N.T.S
1		PTC PROJECT NO. 22033	
2		DRAWING PD-1	
3		SHEET NO. 12 OF 12	
4	REVISED POLE AND SIGN SCHEDULE - 11/23/22 LBL		

ADDENDUM NO. 1
NOVEMBER 23, 2022

Bidder: _____

1. Proposal Form

CITY OF SEASIDE

SCHOOL AREA SPEED REDUCTION ZONES

The work to be done and referenced to herein is in the City of Seaside, State of California, and shall be constructed in accordance with the special provisions (including the payment of not less than the minimum wage rates set forth therein) and the contract and also in accordance with the Department of Transportation Standard Specifications, latest edition, the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, and the General Prevailing Wage Rates.

The undersigned, as bidder, declares that the only person interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation, and in submitting this proposal, the undersigned bidder agrees that if it is determined that he is the successful bidder, he will execute the non-collusion affidavit found in these special provisions; that he has carefully examined the plans, special provisions and conditions therefore and is familiar with all proposal requirements, that he has examined the annexed form of contract and he hereby proposes and agrees if this proposal is accepted by the City to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials and services required to complete the said construction in accordance with the plans, special provisions, and general conditions in the time stated herein, for the unit prices and that the unit costs of all work stated in Base Bid Items shall be honored for 90 calendar days after the Notice To Proceed has been issued by the City as follows:

BID LIST

Item No.	Item Description	Unit	Estimated Quantity	Unit Cost	Total Cost
1	Mobilization	LS	1		
2	Temporary Traffic Control	LS	1		
3	Remove and Salvage Sign	LS	1		
4	Remove Post and Salvage Sign	LS	1		
5	Install New Sign on Existing Post and Foundation or Luminaire	EA	12		
6	Install Sign, Post, and Foundation	EA	56		

Total Base Bid Amount \$ _____

Total Base Bid Amount in Words:

*NOTE: In case of error in extension of price into the total price column, the unit price will govern.

Basis of Award will be based upon the Total Base Bid amount. The City reserves the right to award, or not award this contract.

The foregoing unit prices for all items of work and the total amount bid shall include all costs for labor and materials, overhead, profit, insurance, mobilization and demobilization, traffic control, replacement/adjustment as required (utility boxes, traffic signs, traffic signal equipment,), and all other appurtenant costs associated with performing and administering the work under this contract.

BOOK 1

NOTICE, PLANS & SPECIAL PROVISIONS

SCHOOL AREA SPEED REDUCTION ZONES

City Project No. 212-8960-9600 MX NON BOND



Approved by: Nisha Patel, P.E.
City Engineer

Reviewed by: Leslie Llantero
Assistant Engineer

**CITY OF SEASIDE
Department of Public Works
November 3, 2022**

This Page Intentionally Left Blank

PROJECT NO.: 212-8960-9600 MX NON BOND

The Technical Specifications contained herein have been prepared by or under the direction of the following Registered Person:

CIVIL

 10/27/2022
Andres Gonzalez
Registration Exp. 09/2022
Firm



This Page Intentionally Left Blank

Table of Contents
SCHOOL AREA SPEED REDUCTION ZONES

Notice Inviting Bids.....	1
Special Provisions Volume I	3
SECTION 1. SPECIFICATIONS AND PLANS.....	3
1.01 GENERAL	3
1.02 DEFINITIONS AND TERMS.....	4
1.03 CONTRACTOR'S COPIES OF CONTRACT DOCUMENTS	4
1.04 PAYMENT	4
SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS	5
2.01 GENERAL	5
2.02 FEDERAL LOBBYING RESTRICTIONS	5
2.03 DISADVANTAGED BUSINESS ENTERPRISE (DBE).	5
2.04 EXAMINATION OF SPECIFICATIONS, SPECIAL PROVISIONS, AND WORK SITE	5
2.05 PROPOSAL FORMS	5
2.06 REJECTION OF PROPOSALS CONTAINING ALTERATIONS ERASURES, OR IRREGULARITIES.....	5
2.07 PROPOSAL GUARANTY	6
2.08 WITHDRAWAL OF PROPOSAL	6
2.09 PUBLIC OPENING OF PROPOSALS.	6
2.10 DISQUALIFICATION OF BIDDERS	6
2.11 COMPETENCY OF BIDDERS	6
2.12 PERMITS AND LICENSES	6
SECTION 3. AWARD AND EXECUTION OF CONTRACT	7
3.01 GENERAL	7
3.02 AWARD OF CONTRACT	7
3.03 CONTRACT BONDS.....	7
3.04 EXECUTION OF CONTRACT	7
3.05 FAILURE TO EXECUTE CONTRACT.....	7
3.06 RETURN OF PROPOSAL GUARANTIES.....	7
3.07 INDEMNIFICATION.....	8
3.08 RESPONSIBILITY FOR DAMAGE AND INSURANCE	8
SECTION 4. PROSECUTION AND PROGRESS	11
4.01 BEGINNING OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES.	11
4.02 PRECONSTRUCTION CONFERENCE	11
4.03 SUBCONTRACTORS.....	11
4.04 SCHEDULE	11
4.05 SUSPENSION OF CONTRACT	11
4.06 RESOLUTION OF CONSTRUCTION CLAIMS	11
4.07 MEASUREMENT AND PAYMENT	12
4.08 PROGRESS PAYMENTS.....	13
4.09 FINAL PAYMENT	13
4.10 CLEANUP	13

4.11	HOURS OF WORK.....	14
4.12	PUBLIC NOTIFICATION	14
SECTION 5.	GENERAL	15
5.01	LABOR NONDISCRIMINATION	15
5.02	PREVAILING WAGE	15
5.03	PUBLIC SAFETY.....	15
5.04	REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES.....	17
5.05	SUBCONTRACTING	17
5.06	PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.....	17
SECTION 6.	NOT USED	17
SECTION 7.	MATERIALS.....	19
7.01	SOURCE OF SUPPLY AND QUALITY OF MATERIALS	19
7.02	TRADE NAMES AND ALTERNATIVES	19
7.03	SUBMITTALS	20
SECTION 8.	OTHER REQUIREMENTS	21
8.01	GENERAL	21
8.03	PROJECT APPEARANCE	21
8.04	WORK SEQUENCING	21
8.05	DUST CONTROL	21
8.06	WATERING	21
8.07	OBSTRUCTIONS	21
8.08	MAINTAINING TRAFFIC	22
8.09	COOPERATION	22
SECTION 9.	BID ITEM DESCRIPTION	25
9.01	BID - Itemized below as specified by the project	25
SPECIAL PROVISION	VOLUME II TECHNICAL SPECIFICATIONS.....	1
10.01	MOBILIZATION	D1
10.02	TEMPORARY TRAFFIC CONTROL	D3
10.03	ROADSIDE SIGNS, POLES, AND FOUNDATION.....	D10



CITY OF SEASIDE

Notice Inviting Bids

SCHOOL AREA SPEED REDUCTION ZONES

PUBLIC NOTICE IS HEREBY GIVEN that the City of Seaside will receive sealed bids for the above stated project in the office of the City's Deputy City Manager – Administrative Services, located at City Hall, 440 Harcourt Avenue, Seaside, CA 93955, until 3:00 pm on Tuesday, November 29, 2022, at which time all bids will be publicly opened and read aloud.

The scope of the work will consist of all labor, material, equipment and services necessary to complete the work identified in plans titled SCHOOL AREA SPEED REDUCTION ZONES PROJECT and in the specifications, including but not limited to:

The work includes, but is not necessarily limited to, the furnishing of all labor, materials, equipment, and services necessary for, and reasonably incidental to replacing, removing, and installing signs, as shown or indicated in the Drawings and Specifications. The project is located at various streets within City of Seaside, Monterey County.

A non-mandatory pre-bid conference shall be held Wednesday, November 16, 2022 at 10:00 AM, in the Engineering Modular Building, 440 Harcourt Avenue, Seaside, CA 93955. Due to COVID-19 and current social distancing and public gathering requirements, the City may be required to change the in person mandatory pre-bid conference meeting to a telephone/video conference call. Bidder is responsible to check the City's website where the project is advertised to be aware of any updates to the status of the meeting.

Copies of the Bid Documents will be available for free on the City's website at www.ci.seaside.ca.us.

The quantities shown in the proposal forms are approximate only and given as a basis for the comparison of bids. The City does not expressly or by implication assert that the actual amount of work will correspond herewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary.

Bidders are required to sign and submit the bid forms provided in the Proposal and Contract book. No bid will be considered unless it is made on a proposal form furnished by the City and is accompanied by a bid bond for ten percent (10%) of the bid amount. The successful bidder shall furnish a Labor and Materials Bond, a Performance Bond, and a Surety Bond. The successful bidder will be required to secure a City Business License before commencing work on the project and must possess a Class A General Contractors at the time the contract is awarded.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in Monterey County, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca>.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Bidders are responsible to check the website (www.ci.seaside.ca.us/bids) prior to the Bid opening to obtain any addenda information. Submittal of a signed Bid shall be evidence that the Bidder has obtained this information and that the Bid is based on any changes contained therein.

Notice is also hereby given that all Bidders may be required to furnish a sworn statement of their financial responsibility, technical ability and experience before award is made to any particular Bidder.

Provision is made for security substitution on payment withholds as provided in Public Contract Code Sections 22200 and 22300.

The City reserves the right to reject any or all bids and the right to waive minor irregularities or informalities in any bid proposal.

CITY OF SEASIDE
Public Works Department
_____/s/_____
Nisha Patel, PE
City Engineer

November 3, 2022
Date

This Page Intentionally Left Blank

CITY OF SEASIDE

Special Provisions Volume I

FY 2021/2022 PAVEMENT REHABILITATION PROJECT

SECTION 1. SPECIFICATIONS AND PLANS

1.01 GENERAL. The work embraced herein shall be done in accordance with these special provisions and the Standard Specifications of the State of California Department of Transportation dated 2015 sections 1-99, insofar as the same may apply, which specifications are hereinafter referred to as the "Standard Specifications."

Whenever in these special provisions attention is directed to specific portions of the Standard Specifications, such direction is not exclusive and shall not be interpreted as excluding other applicable provisions of said specifications.

The following General Provisions of the Standard Specifications do not apply:

Section No.	Section Name
2-1.15	Disabled Veteran Business Enterprises
2-1.18	Small Business and Non-Small Business Subcontractor Preferences
2-1.27	California Companies
2-1.31	Opt Out of Payment Adjustments for Price Index Fluctuations
3-1.08	Small Business Participation Report
9-1.07	Payment Adjustments for Price Index Fluctuations
9-1.16C	Materials on Hand
9-1.16F	Retentions

In the event of conflict in the contract documents, the order of precedence shall be as follows:

1. Governing ranking of Contract parts in descending order is:

- 1.1. Permits and licenses
- 1.2. Project Plans
- 1.3. Special Provisions
- 1.4. Supplemental project information
- 1.5. Revised Standard Specifications
- 1.6. Standard Specifications
- 1.7. Revised Standard plans
- 1.8. Standard Plans

2. Written numbers and notes on a drawing govern over graphics

3. Detail drawing governs over a general drawing

4. Specific specification governs over a general specification

5. Specification in a section governs over a specification referenced by that section

1.02 DEFINITIONS AND TERMS.

Specifications: Standard specifications, revised standard specifications, and special provisions.

1. standard specifications: Specifications standard to Caltrans construction projects. These specifications are in a book titled *Standard Specifications, State of California, California State Transportation Agency, Department of Transportation*, dated 2015 published by the California Department of Transportation.
2. revised standard specifications: New or revised standard specifications. These specifications are in a section titled Revised Standard Specifications of a book titled "Contract Documents, Plans and Special Provisions."
3. special provisions: Specifications specific to the project. These specifications are in sections titled "Special Provisions Volume I" and "Special Provisions Volume II" of a book titled "Contract Documents, Plans and Special Provisions".

Whenever in the Standard Specifications, the terms "State of California," "Department of Transportation," "Director," "Division of Highways," "Chief Engineer," "Engineer," or "Laboratory" are used, the following terms shall be substituted therefore and any reference to any of the above terms shall be understood and interpreted to mean and refer to such substituted terms as follows:

"State of California," substitute "City of Seaside."

"Department of Transportation" -- the "Seaside City Council."

"Director"-- the "Seaside City Manager."

"Division of Highways"-- the "Public Works Department of the City of Seaside."

"Engineer" or "Chief Engineer"-- the "City Engineer," acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

"Laboratory"-- the contract laboratory of the City of Seaside or such other laboratory as may be authorized by the City to test materials and work involved in the contract.

1.03 CONTRACTOR'S COPIES OF CONTRACT DOCUMENTS.

The Engineer will supply the Contractor with two (2) full-size sets and one pdf set of contract documents that include the plans and specifications. Maintain at least one complete set of plans and specifications at the site of construction in good condition and at all times available to the Engineer. Additional copies of the contract documents, if required, can be furnished by the Engineer at the cost of reproduction.

1.04 PAYMENT. Full compensation for work specified in the Special Provisions Volume I are included in the payment for the bid items involved unless:

1. Bid item for the work is shown on the Bid Item List
2. Work is specified as change order work

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2.01 GENERAL. The bidder's attention is directed to the provisions in Section 2, "Bidding," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid. Proposal forms are provided in a separate book entitled Book 2 "Contract Documents" for School Area Speed Reduction Zones Project.

The Bidder's Bond Statement mentioned in the last paragraph in Section 2-1.34, "Bidder's Security" of the Standard Specifications will be found following the signature page of the Proposal in the Proposal and Contract Book.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

2.02 FEDERAL LOBBYING RESTRICTIONS. Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

2.03 DISADVANTAGED BUSINESS ENTERPRISE (DBE). Federal aid projects must comply with the requirements of section 2-1.12 of the Standard Specifications.

2.04 EXAMINATION OF SPECIFICATIONS, SPECIAL PROVISIONS, AND WORK SITE. The bidder shall examine carefully the site of the work contemplated and the proposal, specifications, and contract forms therefore. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed, materials to be furnished, and as to the requirements of the specifications, these special provisions, and the contract.

If any party contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications or proposed contract documents, or finds discrepancies in or omissions from the specifications, shall submit to the City a written request for an interpretation or correction thereof. The party submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents prior to bid opening will be made only by addendum duly issued, and a copy of such addenda will be mailed to each person receiving a set of such documents. The City will not be responsible for any other explanations or interpretations of the proposed documents. No request will be reviewed or heard within seventy-two (72) hours of bid opening.

The bidder shall perform or make any investigations or studies he deems necessary to evaluate the site conditions and bid on the construction operations necessary to complete the project under this Contract. No additional compensation will be made for such investigations. All investigations shall be coordinated with the City and shall be subject to all applicable City standards and ordinances.

2.05 PROPOSAL FORMS. All proposals shall be made upon the forms obtained from the City. Proposals submitted on forms other than those issued by the City will be disregarded. All bids shall be presented under sealed cover, plainly marked "Proposal" and identifying the project name and number.

2.06 REJECTION OF PROPOSALS CONTAINING ALTERATIONS ERASURES, OR IRREGULARITIES. Proposals may be rejected

if they show any alteration of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind.

2.07 PROPOSAL GUARANTY. All bids shall be accompanied by cash, cashier's or certified check, or by bidder's bond made payable to the City of Seaside and executed as surety by some corporation authorized to issue surety bonds in the State of California, for an amount equal to at least ten percent of the total bid amount. No bid shall be considered unless cashier's or certified check, or bidder's bond is enclosed therewith.

2.08 WITHDRAWAL OF PROPOSAL. Any bid may be withdrawn at any time prior to, but not after, the hour fixed in the public notice for the opening of bids, provided that a request in writing, executed by the bidder or his duly authorized representative, for the withdrawal of such bid, is filed with the City Engineer. The withdrawal of a bid shall not prejudice the right of a bidder to file a new bid.

2.09 PUBLIC OPENING OF PROPOSALS. Proposals will be opened and read publicly at the time and place indicated in the Notice to Bidders. Bidders or their authorized agents and the public are invited to be present.

2.10 DISQUALIFICATION OF BIDDERS. The City will not consider more than one proposal from an individual, firm, or partnership, a corporation, or an association under the same or different names. A Contractor may be interested in one bid as prime Contractor and another as subcontractor, providing no collusion exists. Proposals in which the prices are unbalanced may be rejected.

2.11 COMPETENCY OF BIDDERS. No bid will be accepted from or contract awarded to a Contractor to whom a proposal form has not been issued by the Engineer or who has not successfully performed on projects of similar character and scope of proposed construction. Submit a completed Bidder's Information Statement with your proposal using the form provided by the City.

2.12 PERMITS AND LICENSES. Comply with Section 5-1.20B, "Permits, Licenses, Agreements, and Certifications," of the Standard Specifications and these special provisions.

Additionally, Contractor must:

- Hold a valid City of Seaside business license for the duration of this contract.
- Possess a Class A General Contractors License
- Obtain permit from USAG Presidio of Monterey - (831) 848-7777
- Obtain City of Seaside no-fee encroachment permit - (831) 899-6745

SECTION 3. AWARD AND EXECUTION OF CONTRACT

3.01 GENERAL. The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

Bid protests are to be delivered to the following address: 440 Harcourt Avenue, Seaside, CA 93955

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the City so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: Public Works, 440 Harcourt Avenue, Seaside, CA 93955.

3.02 AWARD OF CONTRACT. The City reserves the right to reject any or all bid proposals and to waive minor irregularities or informalities in any bonds or in any proposals. Bids are required for all the work. The award of contract, if awarded, will be made within sixty calendar days to the lowest responsible bidder whose proposal complies with all the requirements prescribed.

3.03 CONTRACT BONDS. The successful bidder shall furnish three separate bonds: a performance bond, a labor and materials bond and a surety bond. Each of the said bonds shall be executed in a sum equal to one hundred percent of the Contract price and issued by a bonding company with an A.M. Best rating of A- or better, or instrument of credit.

- Performance Bond: This bond shall guarantee the faithful performance of said contract by the Contractor. The performance bond will be held until final acceptance of the project.
- Labor and Materials Bond: This bond shall be furnished as required by the terms of Division 3, Title 15, Chapter 7, Section 3247, et seq. of the Civil Code of the State of California. The Labor and Materials bond shall be held until final acceptance of the project.
- Surety Bond: This bond shall serve as surety for the guaranty requirements, as follows: The successful bidder shall unconditionally guarantee the materials for a period of one year from the date of recording of the notice of completion. The guarantee shall cover one hundred percent of all costs of repairs within this one-year period, including all costs of labor, materials, equipment and incidentals.

Whenever any surety or sureties on any such bonds, or on any bonds required by law for the protection of the claims of laborers and material suppliers, become insufficient, or the City has cause to believe that such surety or sureties have become insufficient, a demand in writing may be made of the Contractor for such further bond or bonds or additional surety, not exceeding that originally required as is considered necessary considering the extent of the work remaining to be done. Thereafter, no payment shall be made upon such contract to the Contractor or any assignees of the Contractor until such bond or bonds or additional surety have been furnished.

3.04 EXECUTION OF CONTRACT. Attention is directed to the provisions in Section 3-1.18 "Contract Execution" of the Standard Specifications. The contract shall be signed by the successful bidder and returned, together with the contract bonds, copies of insurance policies, and Certificates of Insurance within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution.

3.05 FAILURE TO EXECUTE CONTRACT. Failure to execute a contract and file acceptable bonds within five calendar days after receiving notice that the contract has been awarded shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty. If the successful bidder refuses or fails to execute the contract, the City Council may award the contract to the second lowest responsible bidder. On the refusal or failure of the second or third lowest responsible bidder to whom such contract is so awarded to execute the same, such bidder's guaranty shall be likewise forfeited to the City. The work may then be re-advertised or may be constructed by day labor as the City Council may decide.

3.06 RETURN OF PROPOSAL GUARANTIES. Within ten days after the award of contract, the City will return the proposal guaranties accompanying such of the proposals as are not to be considered in making the award. All other proposal guaranties will be held until the contract has been finally executed, after which they will be returned to the respective bidder whose proposal they accompany.

3.07 INDEMNIFICATION. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless, City and any and all of City's boards, officers, employees, agents, assigns, and successors in interest through legal counsel reasonably acceptable to the City, from and against any and all claims losses, demand and expenses, including, but not limited to, attorney's fees and cost of litigation, on account of bodily injury, including death, or property damage arising out of or in any way connected to the work performed by Contractor under this agreement. 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.

3.08 RESPONSIBILITY FOR DAMAGE AND INSURANCE. Prior to the beginning of and throughout the duration of the work, Contractor will 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 here, it will be amended 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 City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Contractor shall provide the following types and amounts of insurance:

1. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.

Contractor's policy shall contain no endorsements limiting coverage beyond the basic policy coverage grant for any of the following:

- Explosion, collapse or underground hazard (XCU)
- Products and completed operations
- Pollution liability
- Contractual liability

Coverage shall be applicable to City for injury to employees of contractors, subcontractors or others involved in the project. Policy shall be endorsed to provide a separate limit applicable to this project.

2. Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
3. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.
4. Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence and aggregate.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Best rating of A- or better and a minimum financial size VII.

Contractor and City agree as follows:

1. Contractor agrees to endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition date of 1985. Contractor also agrees to require all contractors, subcontractors, and anyone else involved in any way with the project contemplated by this agreement to do likewise.
2. Any waiver of subrogation express or implied on the part of City to any party involved in this agreement or related documents applies only to the extent of insurance proceeds actually paid. City, having required that it be named as an additional insured to all insurance coverage required herein, expressly retains the right to subrogate against any party for sums not paid by insurance. For its part, Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors or others involved in any way with the project(s) contemplated by this agreement, to do likewise.
3. All insurance coverage maintained or procured by Contractor or required of others by Contractor pursuant to this agreement shall be endorsed to delete the subrogation condition as to City, or to specifically allow Contractor or others providing insurance herein to waive subrogation prior to a loss. This endorsement shall be obtained regardless of existing policy wording that may appear to allow such waivers.
4. It is agreed by Contractor and City that insurance provided pursuant to these requirements is not intended by any party to be limited to providing coverage for the vicarious liability of City, or to the supervisory role, if any, of City. All insurance coverage provided pursuant to this or any other agreement (express or implied) in any way relating to City is intended to apply to the full extent of the policies involved. Nothing referred to here or contained in any agreement involving City in relation to the project(s) contemplated by this agreement is intended to be construed to limit the application of insurance coverage in any way.
5. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of binders of coverage, or endorsements, or certificates of insurance, at the option of City, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at City option.
8. Contractor agrees to endorse, and to require others to endorse, the insurance provided pursuant to these requirements, to require 30 days notice to City and the appropriate tender prior to cancellation of such liability coverage and notice of any material alteration or non-renewal of any such coverage, and to require contractors, subcontractors, and any other party in any way involved with the project contemplated by this agreement to do likewise.
9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contractor or any subcontractor, is intended to apply first and on a primary non-contributing basis in relation to any other insurance or self-insurance available to City.
10. Contractor agrees to ensure that 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 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 subcontractors and others engaged in the project will be submitted to City for review.
11. Contractor agrees that all layers of third party liability coverage required herein, primary, umbrella and excess, will have the same starting and expiration date. Contractor agrees further that all other third party coverages required herein will likewise have concurrent

starting and ending dates.

12. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
13. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to City.
14. For purposes of applying insurance coverage only, all contracts pertaining to the project will be deemed to be executed when finalized and any activity commences in furtherance of performance under this agreement.
15. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
16. Contractor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. The insurance shall include but not be limited to products and completed operations and discontinued operations, where applicable. Termination of this obligation is not effective until City executes a written statement to that effect.
17. Contractor agrees to waive its statutory immunity under any workers' compensation statute or similar statute, in relation to the city, and to require all subcontractors and any other person or entity involved in the project contemplated by this agreement to do likewise.
18. Requirements of specific coverage features are not intended as limitations on other requirements or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be all-inclusive.
19. Any provision in any of the construction documents dealing with the insurance coverage provided pursuant to these requirements, is subordinate to and superseded by the requirements contained herein. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. All liability coverage provided according to these requirements must be endorsed to provide a separate aggregate limit for the project that is the subject of this agreement and evidencing products and completed operations coverage for not less than two years after issuance of a final certificate of occupancy by all appropriate government agencies or acceptance of the completed work by City.
21. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
22. Contractor agrees to obtain and provide to City a copy of Professional Liability coverage for Architects or Engineers working on this project through Contractor. City shall determine the liability limit.

SECTION 4. PROSECUTION AND PROGRESS

4.01 BEGINNING OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES. Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities," in Section 8-1.05 "Time" and in Section 8-1.10, "Liquidated Damages;" of the Standard Specifications.

The Contractor shall begin work within 15 calendar days after the Notice to Proceed has been issued by the City of Seaside. This work shall be diligently prosecuted to completion before the expiration of 25 WORKING DAYS beginning on the fifteenth calendar day after approval of the contract.

The Contractor shall pay liquidated damages to the City of Seaside, the sum of \$1,400 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

Upon written request of the Contractor, the Engineer will add one day to the contract completion date for each working day that in the judgment of the Engineer work cannot be performed to the specifications herein due to inclement weather conditions. The Contractor shall submit such delay request to the Engineer no later than 9:00 a.m. on the workday in question.

4.02 PRECONSTRUCTION CONFERENCE. Prior to or in conjunction with issuance of the Notice to Proceed, a preconstruction conference will be held for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, schedule, traffic control, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include major subcontractors.

At or before the preconstruction conference, submit to the Engineer a "letter of responsibility" on company letterhead indicating (1) the names and phone numbers of at least three different persons who shall be available to be contacted in case of emergency at any time during the term of the contract. (said persons must have decision-making authority within the company); and (2) the name and title of each of your officials who will be authorized to sign contract change orders, daily extra work reports, and the final pay estimate.

Weekly meetings will be scheduled by the City at the discretion of the City during the pre-construction phase and during the construction phase.

4.03 SUBCONTRACTORS. In the event that the bidder proposes to subcontract any portion of the work in an amount in excess of one-half of one percent (0.5%) of the total amount of bid, he shall complete the form included in the proposal showing the name and location of the place of business of each subcontractor and the portion of the work to be done by such subcontractor. The purchase of sand, gravel, crushed rock, batched concrete, aggregates, ready-mixed concrete and/or any other materials produced at and furnished from established and recognized commercial plants, together with the delivery of such materials to the site of the work by means of vehicles owned and operated by such plants or by recognized commercial hauling companies, shall not be considered as subcontracting under these special provisions.

4.04 SCHEDULE. A detailed progress schedule identifying the critical path method (CPM) shall be submitted for approval at the scheduled pre-construction meeting. Schedule must comply with the requirements of Section 8-1.02 "Schedule" of the Standard Specifications.

4.05 SUSPENSION OF CONTRACT. Attention is directed to Section 8-1.13, "Contractor's Control Termination" of the Standard Specifications for requirements regarding suspension of contract.

4.06 RESOLUTION OF CONSTRUCTION CLAIMS. "Claim" means a separate demand by the Contractor for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, (3) an amount the payment of which is disputed by the City. This section applies to all public works claims of three hundred seventy-five thousand dollars [\$375,000] or less. For any claim subject to this section, the following requirements apply:

1. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
2. For claims of less than fifty thousand dollars the City shall respond in writing to any written claim within 45 days of receipt of the

claim, or may request in writing within 30 days of receipt of the claim any additional documentation supporting the claim or relating to defenses or claims the City may have against the claimant.

If additional information is thereafter required, it shall be requested and provided pursuant to this section upon mutual agreement of the City and the Contractor. The City's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

3. For claims of over fifty thousand and less than or equal to three hundred seventy-five thousand dollars the owner shall respond in writing to all written claims within 60 days of receipt of the claim, or may request in writing within 30 days of receipt of the claim any additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this section upon mutual agreement of the City and the Contractor. The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
4. If the claimant disputes the owner's written response or the City fails to respond within the time prescribed, the claimant may so notify the City in writing either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.
5. If following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 [commencing with Section 900] and Chapter 2 [commencing with Section 910] of Part 3, Division 3.6, Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subsection (1) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

- (1) Within 60 days, but no earlier than 30 days, following the filing of response pleading, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
- (2) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 [commencing with Section 1141.10] of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986, Article 3 [commencing with Section 2016] of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

In addition to Chapter 2.5 [commencing with Section 1141.10] of Title 3 of Part 3 of the Code of Civil Procedure, [A] arbitrators shall, when possible, be experienced in construction law, and [B] any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

4.07 MEASUREMENT AND PAYMENT. Measurement and payment shall conform to the applicable provisions of Section 9 of the Standard Specifications, except as the referenced section is modified herein.

The City does not share costs. You are responsible for the entire cost of flagging and BMP maintenance.

When an item of work is designated as Final Pay (F) in the Engineer's Estimate, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions, except as otherwise provided for minor concrete. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay item will be revised in the amount represented by the eliminated portion of the item of work.

The estimated quantity for each item of work designated as (F) in the Engineer's Estimate shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by the computations, based on details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based computation does not equal the estimated quantity.

In case of discrepancy between the quantity shown in the Engineer's Estimate for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Engineer's Estimate.

4.08 PROGRESS PAYMENTS. Attention is directed to Section 9-1.16, "Progress Payments," of the Standard Specifications.

After acceptance of the contract pursuant to the provisions in Section 9-1.17, "Payment After Contract Acceptance," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

The City shall retain five percent of such estimated value of the work done as aforesaid as part security for the fulfillment of the contract by the Contractor, and shall pay monthly to the Contractor while carrying on the work the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract, or when, in his judgment, the total value of the work done since the last estimate amounts to less than Three hundred dollars. No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

The City of Seaside, by and through the appropriate officer or officers, may at its option and at any time retain out of any amounts due the Contractor sufficient to cover any unpaid claims provided that sworn statements of said claims shall have been filed in the office of the City Engineer.

No progress payments will be made for any materials on hand which are furnished but not incorporated in the work.

4.09 FINAL PAYMENT. Within fifteen days after the completion of the work, make a semi-final estimate in writing of the final quantities of work done under the contract and the value of such work and submit such estimate to the Engineer. The City will retain five percent of such estimated value of the work done and will pay to the Contractor the balance not retained as aforesaid after deducting therefrom all amount to be kept and all amounts to be retained under the provisions of the contract.

Within fifteen days after submission to the City of the semi-final estimate, submit to the Engineer your written statement of all claims for additional compensation due under the contract. Claim statements must comply with the requirements of Section 9-1.17D(2), "Claim Statement" of the Standard Specifications.

Upon your approval, or if you file no claims within said period of fifteen days, the Engineer will issue a final written estimate, and the City will pay you the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept or retained under the provisions of the contract. If you, within said period of fifteen days, file claims, the Engineer will then consider and investigate such claims, and will make such revision in the final quantities as he may find to be due, and will then make and issue a final written estimate. The City will pay the amount so found due, after deducting therefrom all previous payments and amounts to be retained under the provisions of the contract.

All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the performance of the contract and the amount of work done thereunder and compensation therefor, except in the case of gross error.

Payment on the final estimate shall not be due and payable in less than thirty-five days after the date of recording of the notice of completion in the county recorder's office.

The City, by and through the appropriate officer or officers may at its option and at any time retain out of any amounts due the Contractor sums sufficient to cover any unpaid claims provided that sworn statements or said claims shall have been filed in the Public Works Department.

Attention is directed to Section 5.06, "Prompt Payments," of these Special Provisions.

4.10 CLEANUP. Attention is directed to Section 4-1.13, "Cleanup," of the Standard Specifications. Ensure that all vehicles leaving the site area are in a condition so that no dirt or debris will be spilled upon the City's streets or highways. Full compensation for all cleanup work is

considered included in the various contract bid items, and no additional payment will be made therefor.

4.11 HOURS OF WORK. The hours of construction shall begin at 8:00 am and end at 5:00 pm Monday through Friday. No work except maintenance of the traveled way or maintenance of completed work shall be performed on Saturday, Sunday or legal holidays without prior written approval of the Engineer. Perform overtime and shift work only when approved by the Engineer. You must pay the City's costs for inspection and management of overtime and shift work.

4.12 PUBLIC NOTIFICATION. Prior to beginning work and during the course of the work, deliver notices to each business and resident adjacent to the project area, and to residents of adjacent streets that may have access restricted during construction. Submit notices and proposed delivery schedule for each at the pre-construction conference. Notices in English and Spanish shall be posted as door hangers at each address at least one month prior to the work and within two (2) weeks of restricting access. Notice must include a brief description of the work, estimated duration of access restriction, and names, email addresses and mobile phone numbers for Contractor' Project Superintendent and City contact representatives.

In addition to obtaining approval from the Seaside Police and Fire Departments in compliance with the Public Safety section of these special provisions, notify the United States Post Office (831.394.6329), Sand City & Seaside Waste Management (831.384.5000) and Monterey-Salinas Transit (831.899.2555) by telephone two workdays prior to implementing street and lane closures for this project.

Full compensation for providing public notification shall be considered as included in the contract lump sum price paid for "Mobilization," and no separate payment will be made therefor.

SECTION 5. GENERAL

5.01 LABOR NONDISCRIMINATION. Comply with the requirements of Section 7-1.02(2) "Nondiscrimination," of the Standard Specifications.

5.02 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 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/>. These wage rates are not included in the Bid book for the project. Changes, if any, to the general prevailing wage rates will be available at the same location. The City will include a copy of the applicable State prevailing wage rates with the contract.

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). 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."

5.03 PUBLIC SAFETY. The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications and these special provisions.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

- A. Excavations--The near edge of the excavation is 12 feet or less from the edge of the lane, except:
 - 1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 - 2. Excavations less than 1 foot deep.
 - 3. Trenches less than 1 foot wide for irrigation pipe or electrical conduit, or excavations less than 0.3-m in diameter.
 - 4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 - 5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical: horizontal).
 - 6. Excavations protected by existing barrier or railing.
- B. Temporarily Unprotected Permanent Obstacles--The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- C. Storage Areas--Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.04, "Public Safety," of the Standard Specifications, shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 1 foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15 feet minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

Approach Speed of Public Traffic (Posted Limit) (Miles Per Hour)	Work Areas
Over 45 Miles Per Hour	Within 6 feet of a traffic lane but not on a traffic lane
35 to 45 Miles Per Hour	Within 3 feet of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

In addition to any other measures pursuant to the provisions of Section 7-1.04, "Public Safety," of the Standard Specifications, your attention is directed to the following special provisions. Maintain access to all fire hydrants within the project area to the satisfaction of the Seaside Fire Department. Obtain their written approval prior to using any hydrant within the City of Seaside.

When constructing curb ramps at an intersection, the Contractor must provide safe passage to all pedestrians around the area of work at all times. The Contractor must use the latest California MUTCD standards when determining the number of curb ramps that can be constructed at once at the intersection.

Construction is within City owned right-of-way, and you must make provisions for the safe passage of public traffic through the necessary portions of the work at all times, unless full closure of the right-of-way is required and authorized by the Engineer.

Maintain access to adjacent parking areas by motor vehicles at all times, and make provisions for the safe passage of pedestrians around walkway and parking areas at all times.

Prior to the closure of any portion of a street, written approval shall be obtained from the Seaside Fire Department (831.899.6790), the Seaside Police Department (831.899.6280), and the Engineer. Fire and Police Departments shall immediately be notified when such street is reopened. Keep the City police and fire departments informed of obstructions in either public or private roads caused by reason of your operations.

Comply with the latest California MUTCD for all items related to traffic control.

The fact that rain or other causes, either within or beyond your control, may force suspension or delay of the work shall in no way relieve you of responsibility for maintaining traffic through the project and providing local access as specified herein. At all times, keep on the job such materials, force, and equipment as may be necessary to keep roads, streets, and driveways within the project open to traffic and in good repair, and expedite the passage of such traffic, using such force and equipment as may be necessary.

Should you fail, in the opinion of the Engineer, to provide all the materials, force, and equipment necessary to maintain traffic through the work as set forth herein, the City, upon the recommendation of the Engineer, may take steps necessary to suspend the contract. The City may then, upon such suspension, because such work as may be necessary to maintain traffic to be done and may charge same against you and your sureties.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the Engineer public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order.

5.04 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES. Comply with the requirements of Section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

Contractor shall take appropriate action in accordance with all guidelines and policies applicable to this work associated with the Code of Federal Regulations (CFR), Environmental Protection Agency (EPA), National Institute for Occupational Safety and Health (NIOSH), and the Occupational Safety and Health Administration (OSHA) to protect employees and public. Contractor shall submit a written Plan describing sequence of demolition and description of measures to protect employees and public and prevent contamination from entering the environment. Plan shall include air monitoring during relevant phases of demolition and post construction performed by an individual qualified to conduct air sampling.

If delay of work in the area delays the current controlling operation, you will be compensated for the delay in conformance with the provisions in Section 8-1.07, "Delays," of the Standard Specifications.

5.05 SUBCONTRACTING. Comply with the requirements of Section 5-1.13, "Subcontracting" of the Standard Specifications. The Contractor shall perform, with the Contractor's own organization, contract work amounting to not less than 50 percent of the original total contract price, except that any designated "Specialty Items" performed by subcontract may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with the Contractor's own organization. Attention is also directed to Section 2, "Proposal Requirements and Conditions," Section 3, "Award and Execution of Contract," elsewhere in these Special Provisions. A sheet for listing the subcontractors is included in the proposal.

5.06 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS. The City of Seaside shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency

SECTION 6. NOT USED

This Page Intentionally Left Blank

SECTION 7. MATERIALS

7.01 SOURCE OF SUPPLY AND QUALITY OF MATERIALS. All materials required to complete the work under the attached contract shall be furnished by the Contractor unless otherwise specified. Upon approval of the contract, the Contractor shall notify the Engineer of the proposed source of supply of all materials to be used in the work, and shall furnish samples of such materials as may be required by the Engineer for testing.

At the request of the Engineer, the Contractor shall submit manufacturer/supplier certificates of compliance for any or all materials used in the construction of the project. If certification is so requested, said certificates must be reviewed and accepted in writing by the Engineer prior to any use or installation of the material on the project.

7.02 TRADE NAMES AND ALTERNATIVES. Attention is directed to Section 6-1.05, "Specific Brand or Trade Name and Substitution," of the Standard Specifications.

Requests for substitutions will be considered only if received within 10 calendar days from the date of award. Requests received after this period may be accepted or rejected at the discretion of the Engineer.

Prepare and submit each request for substitution to the City in accordance with the procedures for submittals. Provide the following additional information:

1. An explanation of the advantages to the City for accepting the substitution.
2. A comparison of significant qualities of the proposed substitution with those specified.
3. When the substitute equipment or material necessitates changes to or coordination with any portion of the work, include drawings and details showing all such changes. You must perform these changes as a part of any acceptance of substitute material or equipment.
4. A statement indicating the substitution's effect on the construction schedule compared to the construction schedule without acceptance of the substitution. Indicate the effect of the proposed substitution on overall contract time.
5. Cost information, including a proposal of the net change, if any, in the Contract Sum.
6. Certification that the substitution is equal to or better in every respect to that required by Contract Documents, and that it will perform adequately in application indicated. Include Contractor's waiver of rights to additional payment or time extensions that may be necessary because of the substitution's failure to perform adequately.

Substitution requests will be considered by the Engineer when the following conditions are satisfied, as determined by the Engineer; otherwise, requests will be returned without action except to record noncompliance with these requirements.

1. Extensive revisions to Contract Documents are not required.
2. Proposed changes are in keeping with the general intent of Contract Documents.
3. The request is timely, fully documented and properly submitted.
4. The specified product or method of construction cannot be provided within the specified Contract Time. The request may not be considered if the product or method cannot be provided as a result of failure of the Contractor to pursue the work promptly or coordinate activities properly.
5. A substantial advantage is offered the City, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the City may be required to bear. Additional responsibilities for the City may include additional compensation to the Consulting Engineer/Architect for redesign and evaluation services, increased cost of other construction by the City or separate contractors, and similar considerations.
6. The specified product or method of construction cannot receive necessary approval by a regulatory agency, and the requested substitution can be approved.
7. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the compatibility.
8. The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.
9. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution can provide the required warranty.

Submittal of shop drawings, product data or samples that do not comply with the Contract Documents does not constitute a valid request for

substitution, nor does it constitute acceptance of a substitution.

The Engineer will notify the Contractor of acceptance or rejection of the proposed substitution within 28 calendar days of receipt. If a decision on use of a substitute cannot be made within these time limits, the product originally specified shall be used.

No extension of contract time will be allowed through your failure to either transmit requests for substitution sufficiently in advance of the work, or on account of processing time outside the time limits noted above.

Should the originally specified materials not be available within the specified contract time due to your failure to order and obtain such materials, you are responsible to provide, install and maintain a temporary "equal" material as approved by the City, and for replacing such temporary material with the required product upon availability. You are responsible for all costs associated with the installation, maintenance, and removal of the temporary product and the installation of the specified product, including an extended one year warranty to cover the final product installed. Sufficient funds to cover the purchase and installation of the specified product will be withheld until such work has been completed and accepted by the City.

The use of any material or equipment so offered will be permitted only after written acceptance of the Contractor's offer by the Engineer. Such acceptance by the Engineer shall not relieve the Contractor from full responsibility from the efficiency, sufficiency, and quality, and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified in the Contract Documents.

7.03 SUBMITTALS. This section supplements the requirements of section 5-1.23, "Submittals" of the Standard Specifications.

All submittals must be electronic.

Accompany submittals with a transmittal form. Use a separate form for each item, class of material, equipment, and for items specified in separate specification sections. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are functionally related such that expediency indicates checking or review of the group or package as a whole. Assign a sequential number to each submittal and note the number on the transmittal form accompanying each item submitted.

Submittal numbers shall have the following format:

XX.YY (NN-N.NN)

Where:

XX = the sequential submittal number

YY= the sequential number of the submittal ("01" for the first submittal, "02" for the second submittal, etc.)

(NN-N.NN) identifies the specification section number that requires the submittal.

For example, if the twelfth submittal made is the quality control plan for sign panels, as required by section 56-2.01A, the initial submittal would be 12.01 (56-2.01A). If a re-submittal were required, it would be 12.02 (56-2.01A).

In general, allow 10 working days for Engineer's review of submittals. Allow 20 working days for Engineer's review of submittals that include shop drawings or calculations.

SECTION 8. OTHER REQUIREMENTS

8.01 GENERAL. Section 8 includes specifications for miscellaneous project-specific work, and bid item descriptions.

8.03 PROJECT APPEARANCE. The Contractor shall maintain a neat appearance to the work. In any area visible to the public, the following shall apply, at no additional cost to the City:

When practicable, broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. No stockpiling is allowed.

8.04 WORK SEQUENCING. Work sequencing shall conform to the provisions in Section 10-1.02, "Work Sequencing," of the Standard Specifications, the plans, and these special provisions.

The Contractor's sequence of construction operations shall provide for the maintenance of full and uninterrupted utility services, except that minor planned interruptions of utility services may be permitted, with prior written approval of the Engineer. The Contractor shall submit to the City a written notice of the intent to disrupt services at least ten days prior to the planned disruption. Said notice shall specify the dates and time, nature of the service disrupted, and a complete list of properties affected. It shall be the Contractor's responsibility to notify occupants of properties affected of any services interruptions and to coordinate the work necessitating the interruption with the appropriate owners, or their authorized agents, of the utilities involved. Approval by the Engineer to disrupt services shall be in no way relieve the Contractor of his responsibility for damage or preservation of property as specified in Section 5-1.36, "Property and Facility Preservation" and Section 5-1.39, "Damage Repair and Restoration" of the Standard Specifications.

Sequence work in accordance with the "Stage Construction and Traffic Handling Plan" found in the plans.

8.05 DUST CONTROL. Control the dust resulting from construction of this project regardless of whether it is the result of your operations or caused by public traffic only.

8.06 WATERING. The application of water for dust control, landscaping, and other uses shall conform to Section 10-6 and applicable sections of the Standard Specifications, these special provisions, and as directed by the Engineer. Provide all the water required to perform any operations and work under this Contract.

8.07 OBSTRUCTIONS. Attention is directed to Section 5-1.36, "Property and Facility Preservation" of the Standard Specifications. Section 1540(a) 1 of Construction Safety Orders (Title 8) California Administrative Code, Section 1540 states:

"Prior to opening any excavation, effort shall be made to determine whether underground installations i.e., sewer, water fuel, electric lines etc., will be encountered and, if so, where such underground installations are located. When the excavation approaches the approximate location of such installation, the exact location shall be determined by carefully probing or hand digging; and, when it is uncovered, adequate protection shall be provided for the existing installation. All known owners of underground facilities in the area concerned shall be advised of proposed work at least two working days prior to start of actual excavation."

Contractor shall call 811 and pothole as first order of business in order to determine the exact locations of the underground installations prior to any digging.

No extra payment will be allowed for the removal, replacement, repair, or possible increased cost caused by inadvertent or planned interception and breaking of underground obstructions which may exist.

Attention is directed to the existence of certain underground facilities that may require special precautions be taken by you to protect the health, safety and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 6 inches in diameter or pipelines operating at pressures greater than 60 psi (gage); underground electric supply system conductors or cables, with potential to ground of more than 300 volts, either directly buried or in duct or conduit which do not have concentric grounded conductors or other effectively grounded metal shields or sheaths. If such facilities are not located on the plans in both alignment and elevation, no work shall be performed in the vicinity of said facilities, except as provided herein for conduit to be placed under pavement, until the owner, or his representative, has located the facility by potholing, probing, or other means that will locate and identify the facility. Any conduit to be installed under pavement in the vicinity of such facilities shall be placed by the trenching method as specified.

You are responsible for the protection of utility facilities and services. Rearrangement of underground utilities may be required at various locations. You are not liable to the various utility owners nor to the City of Seaside for the cost of utility rearrangements. You must:

- (1) Coordinate the efforts of the utility owners in identifying all possible points of conflict between existing underground utilities and improvements to be constructed under this Contract, and
- (2) Coordinate your construction activities with the utility owners to expedite the rearrangement of existing underground utilities as necessary to construct the improvements as shown on the plans.

If utility conflicts exist when you start construction, be prepared to schedule your work around these conflicts. While you will be granted time extensions without penalty for utility delays if such delays impede your overall progress, no extra payment will be made for utility delays.

Notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure.

8.08 MAINTAINING TRAFFIC.

Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and 12, "Temporary Traffic Control," of the Standard Specifications and to the Section 5.03, "Public Safety" in these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.04. Lane closures shall conform to the provisions in section 12 of these special provisions.

At the pre-construction meeting, submit Traffic Control Plan(s) conforming to the latest *California MUTCD*, Part 6 "Temporary Traffic Control," and the requirements of these Special Provisions for acceptance by the Engineer.

Notify local authorities of your intent to begin traffic control work at least 5 working days before work is begun. Cooperate with local authorities relative to handling traffic through the area and make your own arrangements relative to keeping the working area clear of parked vehicles.

The City does not share cost. Contractor bears the entire cost of flagging, including furnishing all flaggers, stands, towers and the transportation of flaggers.

The provisions in this section shall in no wise relieve you from your responsibility for providing for the safety of the public as provided in said Section 7-1.04 nor relieve you from your responsibility for damage as provided in Section 5-1.39, "Damage Repair and Restoration "

If not otherwise specified, whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed where directed by the Engineer.

The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays, after 3:00 p.m. on Fridays and the day preceding designated legal holidays, and when construction operations are not actively in progress.

Designated legal City holidays are: New Year's Day, Dr. Martin Luther King's Birthday, President's Day, Cesar Chavez Day Observed, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day Following Thanksgiving Day, Day before and Christmas Day. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11th falls on a Saturday, the preceding Friday shall be a designated legal holiday.

Unless otherwise specified, provide a minimum of one paved traffic lane for each direction of travel, not less than 10 feet wide, for use by public traffic.

Contractor must provide entry and exit routes for residences located on one way streets during construction phase.

8.09 COOPERATION. In the event construction is under way by other forces or by other contractors within or adjacent to the limits of

the work specified, cooperate with the other contractors or other forces to the end that any delay or hindrance to their work will be avoided. Each contractor shall be responsible to the other for damage to work, to persons or property caused to the other by their operations, and for loss caused the other due to unnecessary delays or failure to finish the work within the time specified for completion.

This Page Intentionally Left Blank

SECTION 9. BID ITEM DESCRIPTION

9.01 BID - ITEMIZED BELOW AS SPECIFIED BY THE PROJECT

Bid Item 1. Mobilization

The lump sum price paid for "Mobilization" shall be considered as full compensation for mobilization as specified herein, including but not limited to notifications, project records and documents, obtaining all required permits, licenses, and paying all fees, moving on the site any equipment required for the operations, preparatory work, coordination and cooperation, inquiring information about other anticipated projects in the project areas and coordination to minimize delays, project meetings, developing construction water supply, providing on-site sanitary facilities, developing a temporary construction staging area, subcontractor insurance and bonds, Contractor insurance and bonds, demobilization and all other mobilization work, and no additional payment shall be allowed therefor.

Bid Item 2. Temporary Traffic Control

The contract lump sum price paid for "Temporary Traffic Control" shall include full compensation for traffic control plans, including revisions to the satisfaction of the Engineer, furnishing all labor, including traffic control supervision, materials (including signs and barricades), flaggers, tools, equipment and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of traffic control system including all lane closures necessary for any activities during the life of the project and as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed therefor.

Bid Item 3. Remove and Salvage Sign

The contract price paid per lump sum for "Remove and Salvage Sign" shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals and for doing all the work involved in removing sign and salvaging to city, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Bid Item 4. Remove and Dispose of Existing Pole

The contract price paid per lump sum for "Remove and Dispose of Existing Post" shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals and for doing all the work involved in removal and disposal of post, backfill concrete, and disposal of pole, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Bid Item 5. Install New Sign on Existing Post and Foundation or Luminaire

The contract price paid per each unit identified in the bid schedule. "Install New Sign on Existing Post and Foundation or Luminaire" shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals and for doing all the work involved in placing new signs on existing post or luminaire complete, in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Bid Item 6. Install New Sign, Post and Foundation

The contract price paid per each unit identified in the bid schedule. "Install New Sign, Post and Foundation" shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals and for doing all the work involved in placing new sign and posts complete, in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Please see Volume II for Technical Specifications.

This Page Intentionally Left Blank

SPECIAL PROVISION VOLUME II TECHNICAL SPECIFICATIONS

10.01 MOBILIZATION

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Mobilization shall consist of preparatory work and operations, including but not limited to those necessary for the movement of personnel, materials, equipment and supplies to the project site, including administration, overhead, bonds, insurance and incidentals; for the establishment of all facilities necessary for work on the project, including staging for equipment and materials; and for all other work and operations which shall be performed or costs incurred before starting work on the various Contract items. Mobilization as considered in this section shall include de- mobilization of equipment, materials and personnel upon completion of construction.
- B. Submit Construction Equipment and Materials Staging & Routing Plan in accordance with *CA MUTCD 2009 Edition* for review and approval by City prior to mobilization. The submittal must confirm locations for after-hour placement of equipment and materials and routes that equipment and material transport will take to project site.

PART 2 MATERIALS

NOT APPLICABLE

PART 3 EXECUTION

3.01 MOBILIZATION

- A. Contract working days begin on effective date stated on Notice to Proceed and mobilization and demobilization activities shall be counted as part of the Contract working days.

3.02 STAGING

- A. Contractor's construction equipment, materials and required toilet facilities are not allowed to remain within the public right-of-way outside of regular working hours. Toilet facilities as required by 8 CCR § 1526 shall be removed from the public right-of-way after regular working hours. It is recommended to utilize a portable toilet facility mounted on a trailer for easier relocation on a daily basis.

PART 4 MEASUREMENT AND PAYMENT

4.01 GENERAL

- A. The contract lump sum price for Bid Item 1 Mobilization and Demobilization shall include all items described in this Mobilization section and shall include full compensation for all work involved for furnishing all labor, tools, equipment and incidentals, complete, in place, as indicated in the Contract documents, and as directed by the Engineer.
- B. Partial payments will be made in accordance with Public Contract Code § 10264.

END OF SECTION

This Page Intentionally Left Blank

10.02 TEMPORARY TRAFFIC CONTROL

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This work also includes submittal of phased temporary traffic control Plans for City review and approval, in addition to temporary traffic control Plans for the other distinct items of work.
- B. Temporary traffic control shall be performed in accordance with *Part 6, "Temporary Traffic Control" of the latest California Manual on Uniform Traffic Control Devices (California MUTCD or CAMUTCD)*.
- C. Nothing in these specifications shall be construed as relieving the Contractor from their responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7—1.09, "Public Safety," of the General Provisions.

PART 2 MATERIALS

2.01 TEMPORARY TRAFFIC CONTROL DEVICES

- A. All temporary traffic control devices must conform to the materials provisions in the latest California MUTCD and Section 12 of the Standard Specifications for each particular device.

PART 3 EXECUTION

3.02 SCHEDULE OF OPERATIONS AND TEMPORARY TRAFFIC CONTROL PLAN

- A. The Contractor shall submit a detailed schedule of operations (of the various distinct items of work) and corresponding temporary traffic control plans to the City by the date of the pre-construction meeting for review and comment. No work will begin until the temporary traffic control plans have been approved.

3.03 TEMPORARY TRAFFIC CONTROL PLAN REQUIREMENTS

- A. It is recommended that temporary traffic control plans be prepared by a California licensed traffic engineer or professional engineer specializing in traffic engineering or by a company specializing in the preparation of temporary traffic control plans.
- B. All temporary traffic control plans (TCPs) must:
 - a. be submitted on 11"x17" or 24"x36" paper;
 - b. be computer generated in black and white and clearly visible when reproduced;
 - c. use a scale no larger than 1"=80' (TCPs requiring more than one sheet must use match lines);
 - d. show north arrow in correct alignment;
 - e. include Contractor's name, address, telephone number, and telephone number of the 24-hour contact person representing the Contractor;
 - f. note the type of work that the submitted TCP will be used for and the duration of work;

- g. note the posted speed limit;
 - h. use California MUTCD sign code designations;
 - i. use the symbols shown on Table 6H-2 of the California MUTCD to identify cones/delineators, barricades, signs, flaggers, etc. (note, all symbols to be in black and white);
 - j. be site specific (show existing lane geometry, medians, driveways, sidewalks, bus stops, etc.);
 - k. show all streets in the work zone vicinity to ensure proper orientation;
 - l. show all parking restriction zones and signs, as appropriate;
 - m. show all existing traffic signals and traffic control signs;
 - n. show staging area and materials storage area, as appropriate;
 - o. show signs and barricades that will be required to direct pedestrians through or around the construction work zone;
 - p. provide a line map showing detour route and signage for all half road or full road closures;
 - q. label all taper lengths and widths, delineator spacing and sign spacing (all dimensions to be shown on the plan and not in table form).
- C. Additional requirements could be needed dependent upon each situation.
- D. The following General Notes shall be added to the temporary traffic control plan:
- 1. The City, through its designated employees, reserves the right to initiate field changes to assure public safety.
 - 2. Road closures will require minimum (5) working day notice and shall be approved by the Department of Public Works Traffic Engineering Division prior to closure.
 - 3. All traffic control devices shall be removed from public right-of-way when not in use.
 - 4. Work hours shall be restricted to between 8:00 a.m. to 5:00 p.m. with traffic controlled cleared by 5:00 p.m. unless approved otherwise. For work to be completed within the State Right of Way, regular working hours are 7:00 p.m. to 7:00 a.m.
 - 5. All sidewalks and pedestrian pathways shall be clear of debris and ADA accessible after work hours unless pedestrian detours are approved.
 - 6. Pedestrian controls shall be provided as shown on the plans.
 - 7. Temporary "NO PARKING" signs shall be posted 72 hours prior to commencing work.
 - 8. Access to driveways will be maintained at all times unless other arrangements are made.
 - 9. All flaggers shall be equipped with a hard hat, two-way radios, and "Stop/Slow" paddle. In addition, all flaggers shall be trained in the proper fundamentals of flagging traffic.
 - 10. Any work that disturbs normal traffic signal operations shall be coordinated with the City of Seaside's Traffic Supervisor, 72 hours prior to beginning construction (if work will be done on a Monday, notice shall be given by the end of business day the Thursday before) to Billy Thomas at (831) 899-6745.

11. The Contractor shall maintain all temporary traffic control devices 24 hours per day and 7 days per week.
12. A minimum of twelve (12) foot travel lanes shall be maintained, (14) foot travel lanes when Class II bike lanes are closed. No lane closures will be allowed.

3.04 TEMPORARY TRAFFIC CONTROL

- A. Temporary traffic control must consist of closing traffic lanes and setting up necessary devices, signs, detours and providing all temporary traffic control including flag persons in accordance with the provisions of this section, *California MUTCD and Section 12 - Temporary Traffic Control, of the Standard Specifications*, on the roadway where work is occurring and on the connecting streets and access points in the area of work.
- B. Detour plans shall be submitted to City for review and approval prior to initiation of construction activities that would continuously obstruct traffic within a given work day.
- C. If any component in the temporary traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor must immediately repair said component to its original condition or replace said component and must restore the component to its original location.

3.05 PARKING RESTRICTIONS

- A. Parking restrictions and duration of restrictions on the street are subject to authorization of the Engineer.
- B. Contractor shall post notifications 72 hours in advance of restricted parking at all areas authorized for no parking. To legally tow vehicles parked in posted construction zones, the 72 hour advance notification is required.

3.06 FLAGGING

- A. Flagger qualifications and flagging must comply with *Chapter 6E – Flagger Control, of the latest California MUTCD*.
- B. The Contractor shall provide all flag persons necessary for the direction of traffic through or around the work, including but not limited to providing a flag person at all times during the unloading of concrete or asphalt trucks.

PART 4 MEASUREMENT AND PAYMENT

4.01 GENERAL

- A. The contract lump sum price for Bid Item 2 Temporary Traffic Control shall include full compensation for furnishing, transporting, placing, installing, maintaining, adjusting and removing temporary traffic control equipment and devices and all incidentals, as specified in the Contract Documents and as directed by the Engineer to fulfill traffic handling for each phases of the project.

END OF SECTION

This Page Intentionally Left Blank

10.03 ROADSIDE SIGNS, POLES, AND FOUNDATION

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This work includes furnishing and installing roadside signs (signing), on new posts and foundations at the locations shown on the plans or where designated by the Engineer and in conformance with the provisions in the Standard Plans and Specifications and these special provisions.

PART 2 MATERIALS

2.01 ROADSIDE SIGNS AND POSTS

- A. Traffic signs and posts must conform to the materials provisions in the latest State Standard Specifications Section 82.
- B. Signs shall be aluminum blank (0.080) gage minimum with a reflective sheeted face per State of California Specifications.
- C. Pipe to which signs shall be attached shall be 2" (in-side diameter) galvanized steel pipe schedule 40. Length of said posts shall be as directed by the Engineer. Traffic sign posts shall be buried in the earth not less than 2 feet and when so required by the Engineer, shall be embedded in concrete.
- D. 1" x 1" x 1/8" brace required for unbalanced signs 30" and greater width.
- E. Hardware shall be heavy duty aluminum of a type approved by the Engineer.
- F. All signs shall be CA MUTCD standard sign at the size noted in the plans.

2.02 SUBMITTALS

- A. Submittals shall include technical and product data, performance reports, certificates of compliance and installation instructions for proposed materials and products as requested by the Engineer.

PART 3 EXECUTION

3.01 ROADSIDE SIGNS AND POSTS

- A. Installation of roadside signs on street light poles must not damage or scratch the paint of the street light pole. Any damage to the street light pole shall be repaired by the Contractor at their own cost.
- B. Any damage to the relocated sign shall be repaired by the Contractor to the satisfaction of the Engineer and all costs of such repair shall be the sole responsibility of the Contractor.
- C. All newly installed roadside signs shall be continuously covered from view, as directed by the Engineer, until they are required to control traffic.
- D. Existing roadside signs shall not be removed until replacement signs have been installed or until the existing signs are no longer required for the direction of public traffic, unless otherwise directed by the

Engineer. The signs to be removed shall be salvaged and shall be returned to the City of Seaside. The existing signs to remain shall be protected during construction.

- E. Existing roadside signs, at locations shown on the plans to be salvaged, shall be removed, salvaged and delivered to a City of Seaside Corporation Yard at 610 Olympia Avenue.
- F. Existing sign posts to be removed in sidewalk areas shall be removed by cutting and grinding the posts flush with the grade of the sidewalk. Any holes or depressions shall be leveled with concrete; vertical ledges or protrusions greater than 1/8" shall not be allowed.

PART 4 MEASUREMENT AND PAYMENT

4.01 GENERAL

- A. The contract lump sum paid for Bid Item 3 Remove and Salvage Sign shall include full compensation for all labor, materials, tools, equipment and incidentals, and for doing all the work involved in removing post, backfill with concrete, and removed sign and salvage to City, as shown on the plans, as specified in the Contract Documents, and as directed by the Engineer.
- B. The contract lump sum paid for Bid Item 4 Remove and Dispose of Existing Pole shall include full compensation for all labor, materials, tools, equipment and incidentals, and for doing all the work involved in removing post, backfill with concrete, and disposal of pole, as shown on the plans, as specified in the Contract Documents, and as directed by the Engineer.
- C. The contract unit price paid for each Bid Item 5 Install New Sign on Existing Post and Foundation, or Luminaire shall include full compensation for all labor, materials, tools, equipment and incidentals, and for doing all the work involved in placing signs on existing post or luminaire complete, in place, as shown on the plans, as specified in the Contract Documents, and as directed by the Engineer.
- D. The contract unit price paid for each Bid Item 6 Install New Sign, Post and Foundation shall include full compensation for all labor, materials, tools, equipment and incidentals, and for doing all the work involved in placing signs and posts complete, in place, as shown on the plans, as specified in the Contract Documents, and as directed by the Engineer.

END OF SECTION

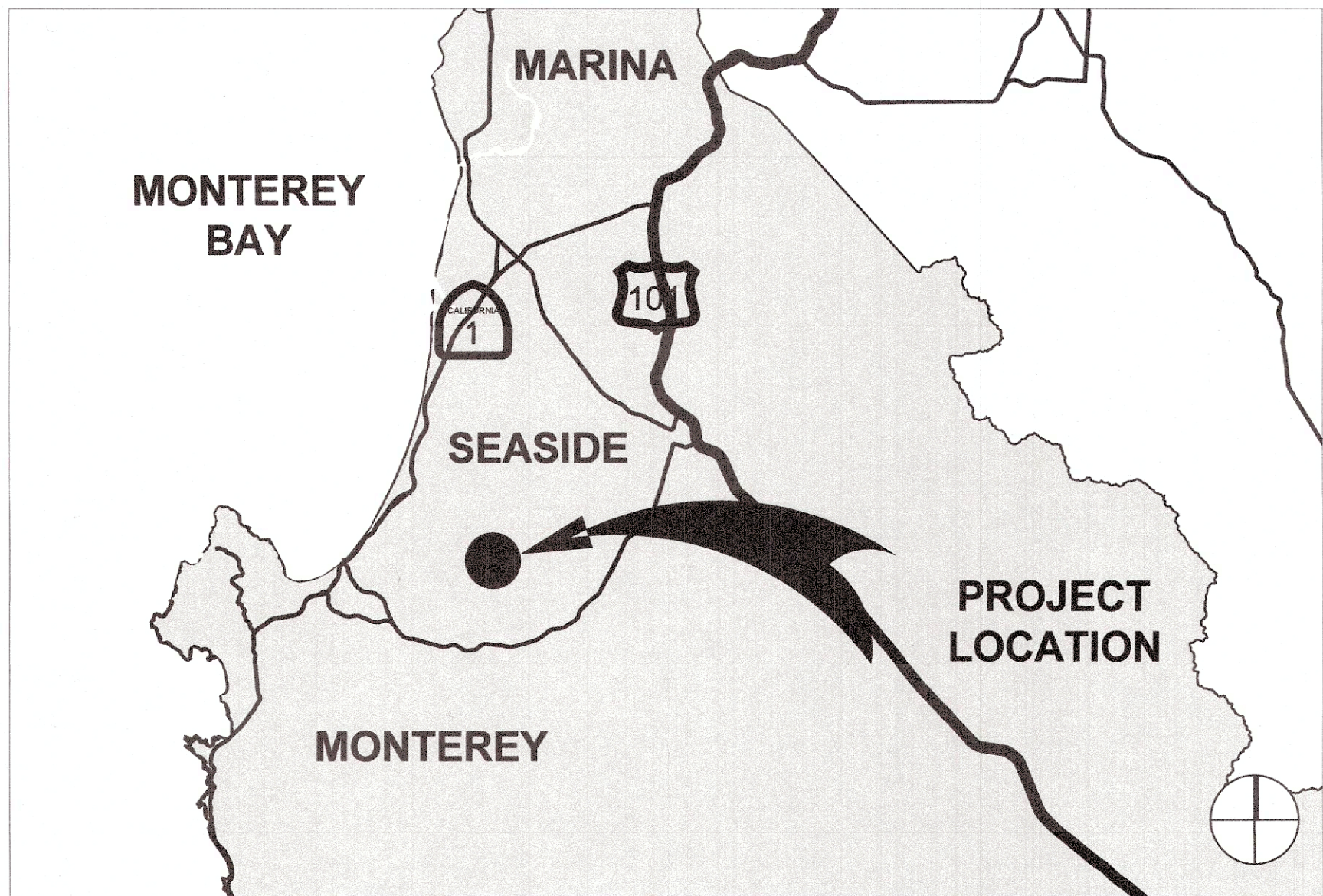
CITY OF SEASIDE
SCHOOL AREA SPEED REDUCTION ZONES
PROJECT #22033

LEGEND AND ABBREVIATIONS

(E)	EXISTING
OBS	OBSOLETE STANDARD
AS. A	SW24-1 (CA)
AS. B	SW24-2 (CA)
AS. C	SR4-1 (CA)
AS. D	SW24-3 (CA)
	(E) SIGNAGE
	(E) STOP SIGN
	(E) YELLOW CROSSWALK
	REMOVE (E) SIGN

VICINITY MAP

NOT TO SCALE



LOCATION MAP

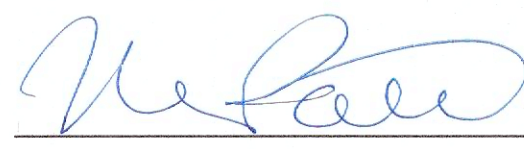
NOT TO SCALE



INDEX OF SHEETS

SHEET	DRAWING	DESCRIPTION
1	T-1	TITLE SHEET
2	T-2	OVERVIEW MAP
3	P-1	CENTRAL COAST HIGH SCHOOL
4	P-2	DEL REY WOODS ELEMENTARY SCHOOL
5	P-3	HIGHLAND ELEMENTARY SCHOOL
6	P-4	GEORGE C. MARSHALL ELEMENTARY SCHOOL
7	P-5	ORD TERRACE ELEMENTARY SCHOOL
8	P-6	INTERNATIONAL SCHOOL OF MONTEREY
9	P-7	MONTEREY BAY CHRISTIAN SCHOOL
10	P-8	PENINSULA ADVENTIST SCHOOL
11	P-9	MONTEREY BAY CHARTER SCHOOL
12	PD-1	DETAIL AND QUANTITIES

CITY OF SEASIDE



NISHA A. PATEL, P.E.
PUBLIC WORKS DIRECTOR/CITY ENGINEER

10/25/2022

PREPARED UNDER THE DIRECTION OF:



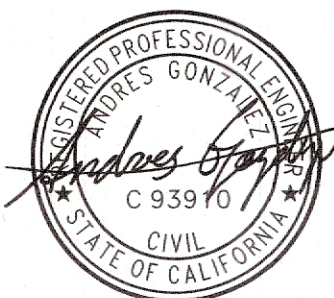
ANDRES GONZALEZ, P.E.
PARISI TRANSPORTATION CONSULTING

10/25/2022



100% CONSTRUCTION DOCUMENTS

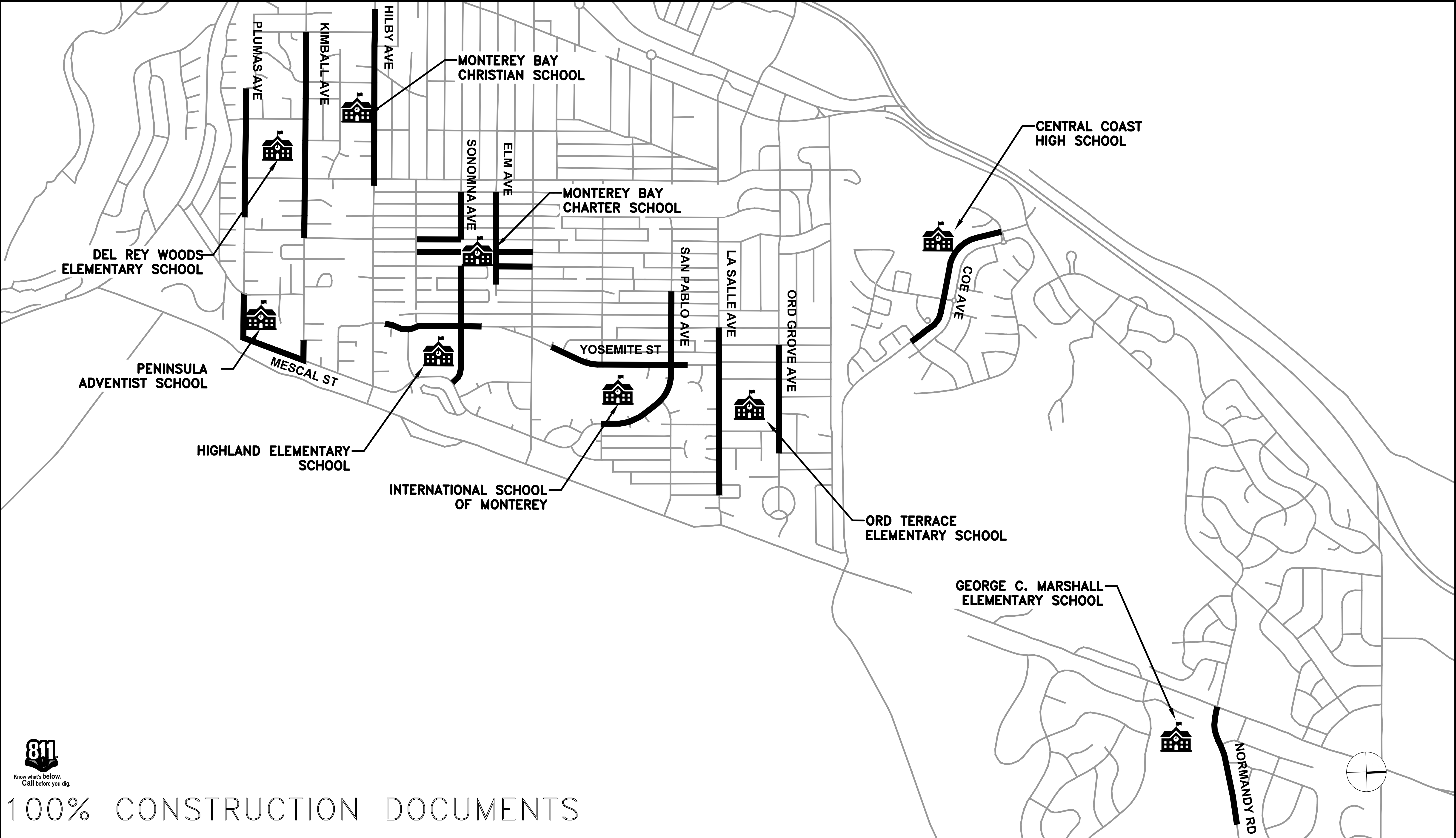
Parisi
TRANSPORTATION CONSULTING
800 Bancroft Way, Ste 203
Berkeley, CA 94710
(510) 343-6400



DRAWN: AG	CHECKED: DP
DESIGNED: AG	APPROVED: AG

CITY OF SEASIDE
SCHOOL AREA SPEED REDUCTION ZONES
TITLE SHEET

REVISIONS		DATE	SCALE
		10/25/2022	1" = 100'
			
			
			
			
NO.	DESCRIPTION	PTC PROJECT NO.	
		22033	
		DRAWING	T-1
		SHEET NO.	1 OF 12





Know what's below.
Call before you dig.

100% CONSTRUCTION DOCUMENTS

Parisi
TRANSPORTATION CONSULTING

800 Bancroft Way, Ste 203
Berkeley, CA 94710
(510) 343-6400



DRAWN: AG	CHECKED: DP
DESIGNED: AG	APPROVED: AG

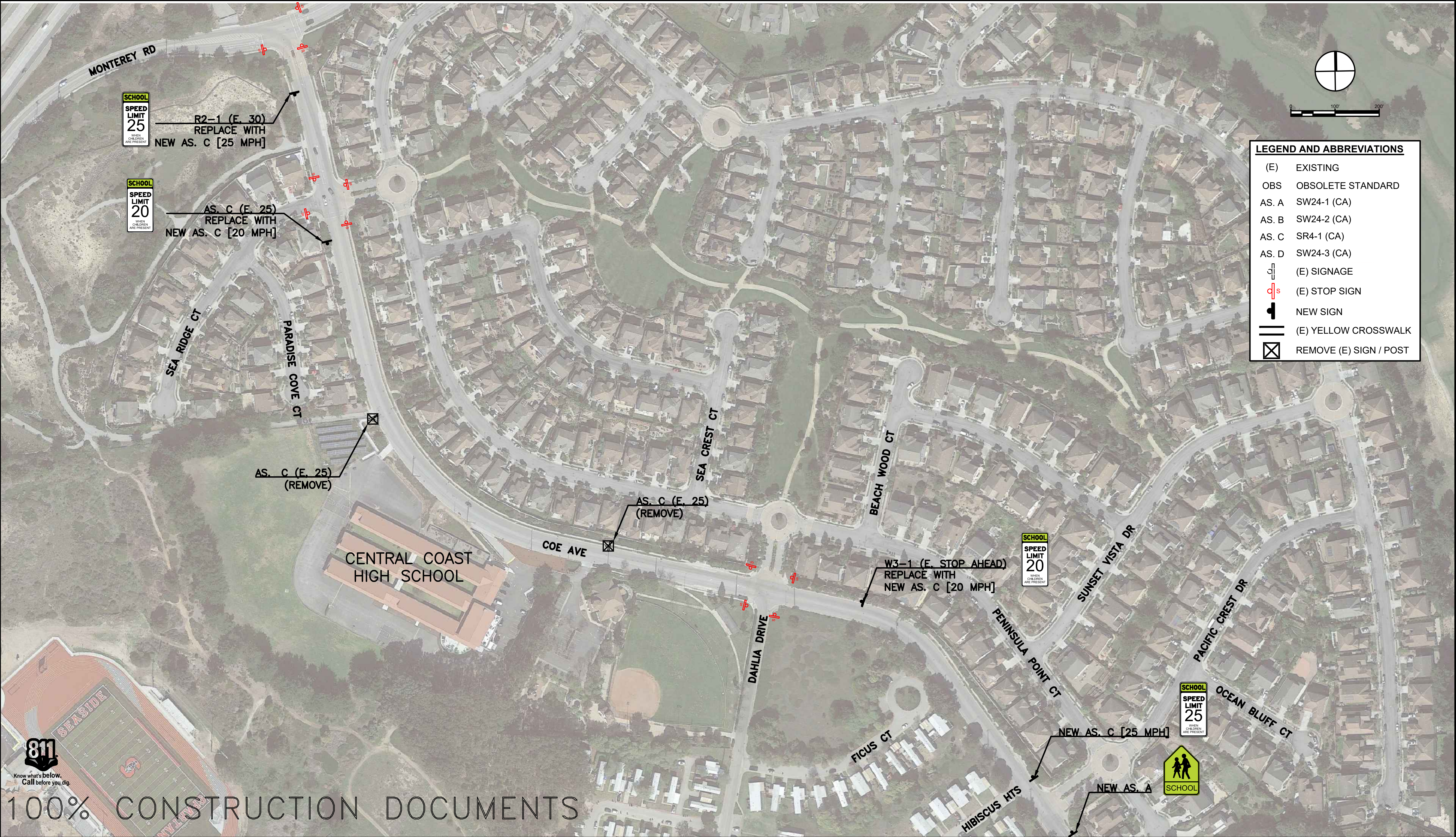
CITY OF SEASIDE

SCHOOL AREA SPEED REDUCTION ZONES

OVERVIEW MAP

REVISIONS	
NO.	DESCRIPTION

DATE	SCALE
10/25/2022	N.T.S.
PTC PROJECT NO. 22033	
DRAWING T-2	
SHEET NO. 2 OF 12	



811

Know what's below.
Call before you dig.

100% CONSTRUCTION DOCUMENTS

Parisi

TRANSPORTATION CONSULTING

800 Bancroft Way, Ste 203
Berkeley, CA 94710
(510) 343-6400

DESIGNED: AG

CHECKED: DP

APPROVED: AG

REGISTERED PROFESSIONAL ENGINEER

PAUL J. GONZALES

C 93970

CIVIL

STATE OF CALIFORNIA

CITY OF SEASIDE

SCHOOL AREA SPEED REDUCTION ZONES

CENTRAL COAST HIGH SCHOOL

REVISIONS	
NO.	DESCRIPTION

DATE: 10/25/2022

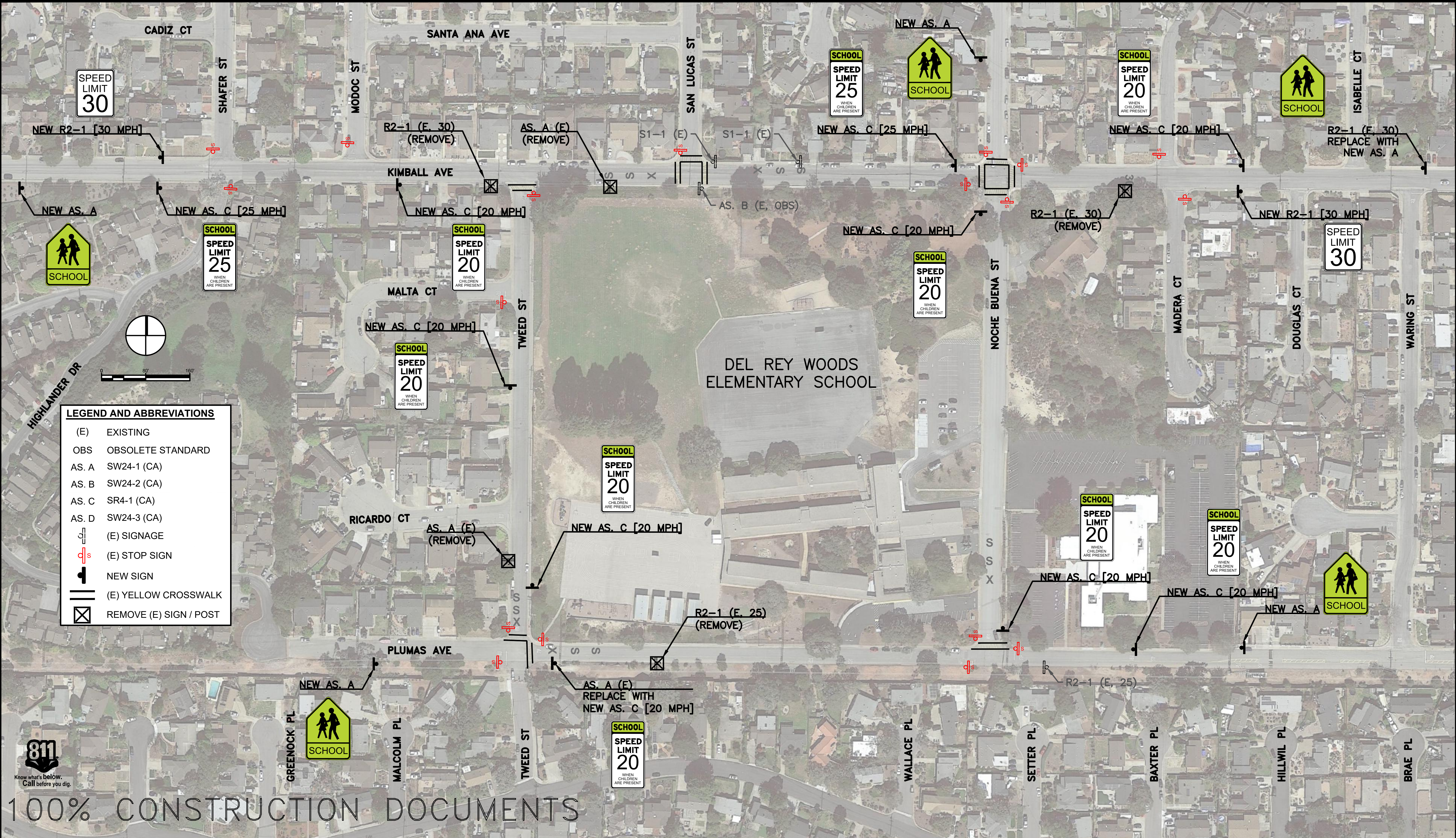
SCALE: 1"=100'

PTC PROJECT NO. 22033

DRAWING: P-1

SHEET NO. 3 OF 12

Packet Page 86



LEGEND AND ABBREVIATIONS

(E) EXISTING
OBS OBSOLETE STANDARD
AS. A SW24-1 (CA)
AS. B SW24-2 (CA)
AS. C SR4-1 (CA)
AS. D SW24-3 (CA)
[Sign Symbol] (E) SIGNAGE
[Sign Symbol] (E) STOP SIGN
[Sign Symbol] NEW SIGN
[Sign Symbol] (E) YELLOW CROSSWALK
[Sign Symbol] REMOVE (E) SIGN / POST

Parisi
TRANSPORTATION CONSULTING

800 Bancroft Way, Ste 203
Berkeley, CA 94710
(510) 343-6400

DESIGNED: AG

CHECKED: DP

APPROVED: AG

CITY OF SEASIDE
SCHOOL AREA SPEED REDUCTION ZONES
DEL REY WOODS ELEMENTARY SCHOOL

REVISIONS	
NO.	DESCRIPTION

DATE: 10/25/2022
PTC PROJECT NO.: 22033
DRAWING: **P-2**
SHEET NO.: **4 OF 12**

SCALE: 1" = 80'

Packet Page 87



811
Know what's below.
Call before you dig.

100% CONSTRUCTION DOCUMENTS

Parisi
TRANSPORTATION CONSULTING

800 Bancroft Way, Ste 203
Berkeley, CA 94710
(510) 343-6400

DRAWN: AG

CHECKED: DP

DESIGNED: AG

APPROVED: AG

CITY OF SEASIDE
SCHOOL AREA SPEED REDUCTION ZONES
HIGHLAND ELEMENTARY SCHOOL

REVISIONS	
NO.	DESCRIPTION

DATE: 10/25/2022

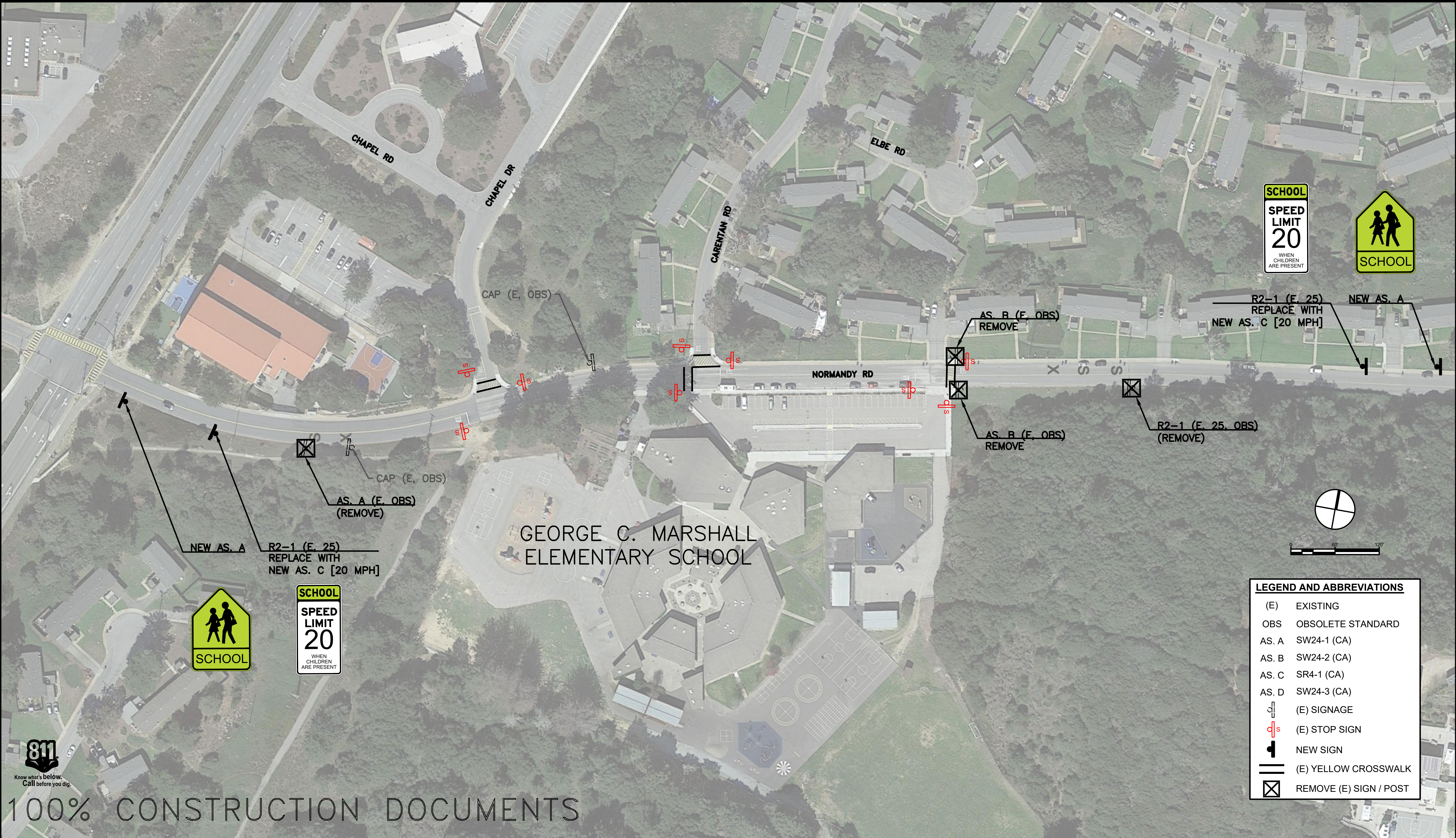
SCALE: 1" = 80'

PTC PROJECT NO.: 22033

DRAWING: **P-3**

SHEET NO.: **5 OF 12**

Packet Page 88



811
Know what's below.
Call before you dig.

100% CONSTRUCTION DOCUMENTS

Parisi
TRANSPORTATION CONSULTING

800 Bancroft Way, Ste 203
Berkeley, CA 94710
(510) 343-6400

CHECKED: DP
APPROVED: AG

DRAWN: AG

CITY OF SEASIDE
SCHOOL AREA SPEED REDUCTION ZONES
GEORGE C. MARSHALL ELEMENTARY SCHOOL

REVISIONS	
NO.	DESCRIPTION

DATE: 10/25/2022
PTC PROJECT NO.: 22033
DRAWING: **P-4**
SHEET NO.: **6 OF 12**

SCALE: 1" = 60'

Packet Page 89



Parisi
TRANSPORTATION CONSULTING

800 Bancroft Way, Ste 203
Berkeley, CA 94710
(510) 343-6400

DRAWN: AG

CHECKED: DP

DESIGNED: AG

APPROVED: AG

CITY OF SEASIDE
SCHOOL AREA SPEED REDUCTION ZONES
ORD TERRACE ELEMENTARY SCHOOL

REVISIONS	
DATE	10/25/2022
SCALE	1" = 80'
PTC PROJECT NO.	22033
DRAWING	P-5
SHEET NO.	7 OF 12
NO.	DESCRIPTION



LEGEND AND ABBREVIATIONS	
(E)	EXISTING
OBS	OBSOLETE STANDARD
AS. A	SW24-1 (CA)
AS. B	SW24-2 (CA)
AS. C	SR4-1 (CA)
AS. D	SW24-3 (CA)
	(E) SIGNAGE
	(E) STOP SIGN
	NEW SIGN
	(E) YELLOW CROSSWALK
	REMOVE (E) SIGN / POST



Know what's below.
Call before you dig.

100% CONSTRUCTION DOCUMENTS



TRANSPORTATION CONSULTING

800 Bancroft Way, Ste 203
Berkeley, CA 94710
(510) 343-6400



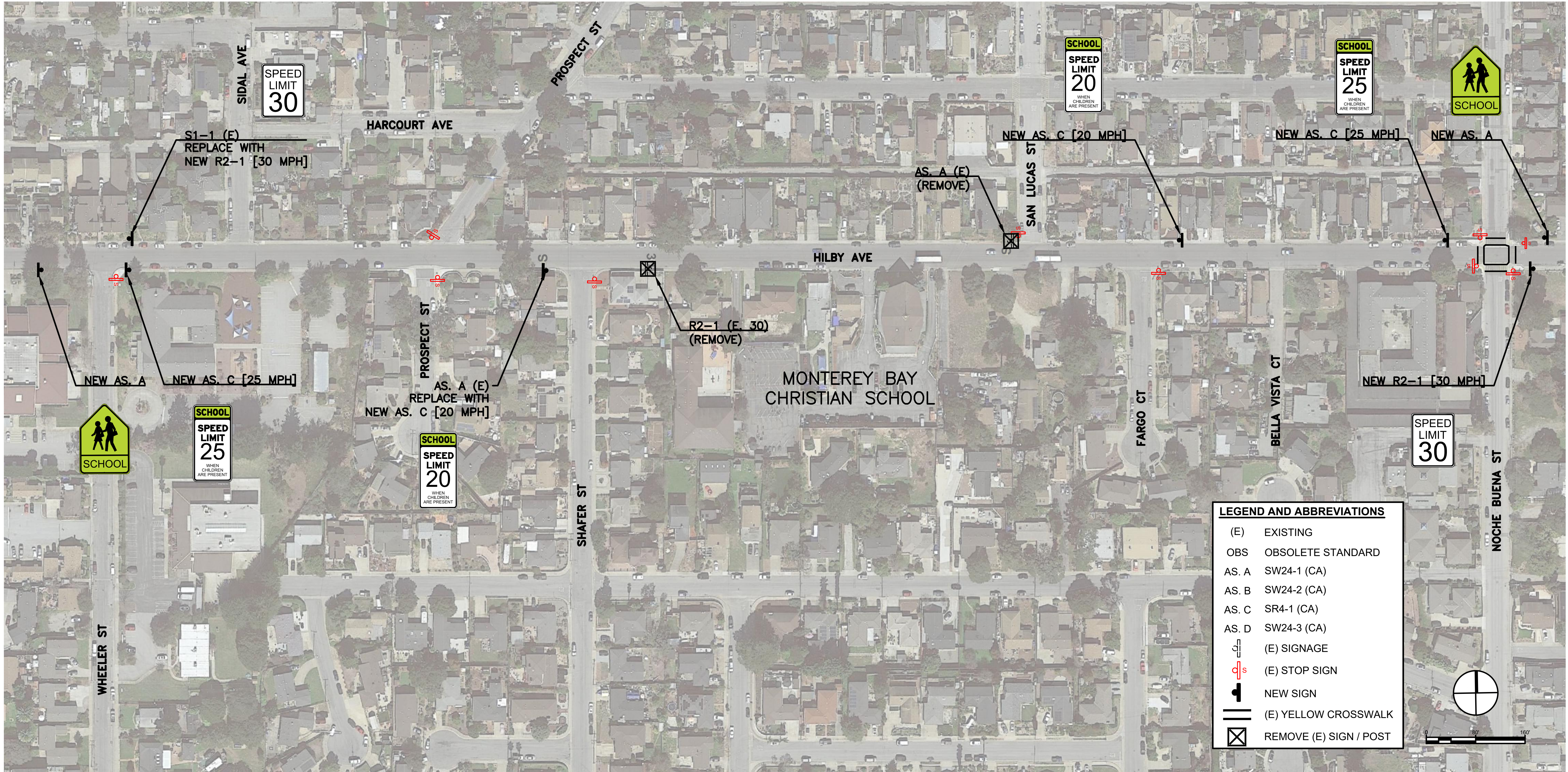
REGISTERED PROFESSIONAL ENGINEER
CIVIL
C 93910
STATE OF CALIFORNIA

CITY OF SEASIDE
SCHOOL AREA SPEED REDUCTION ZONES
INTERNATIONAL SCHOOL OF MONTEREY

REVISIONS		DATE	SCALE
		10/25/2022	1" = 120'
NO.	DESCRIPTION		

PTC PROJECT NO.	22033
DRAWING	P-6
SHEET NO.	8 OF 12

Packet Page 91



LEGEND AND ABBREVIATIONS

(E) EXISTING
OBS OBSOLETE STANDARD
AS. A SW24-1 (CA)
AS. B SW24-2 (CA)
AS. C SR4-1 (CA)
AS. D SW24-3 (CA)
[Symbol] (E) SIGNAGE
[Symbol] (E) STOP SIGN
[Symbol] NEW SIGN
[Symbol] (E) YELLOW CROSSWALK
[Symbol] REMOVE (E) SIGN / POST



LEGEND AND ABBREVIATIONS	
(E)	EXISTING
OBS	OBSOLETE STANDARD
AS. A	SW24-1 (CA)
AS. B	SW24-2 (CA)
AS. C	SR4-1 (CA)
AS. D	SW24-3 (CA)
	(E) SIGNAGE
	(E) STOP SIGN
	NEW SIGN
	(E) YELLOW CROSSWALK
	REMOVE (E) SIGN / POST



100% CONSTRUCTION DOCUMENTS

Parisi
TRANSPORTATION CONSULTING

DRAWN: AG	CHECKED: DP
DESIGNED: AG	APPROVED: AG



CITY OF SEASIDE
SCHOOL AREA SPEED REDUCTION ZONES
PENINSULA ADVENTIST SCHOOL

REVISIONS		DATE	SCALE
		10/25/2022	1" = 80'
		PTC PROJECT NO.	22033
		DRAWING	P-8
		SHEET NO.	10 OF 12
NO.	DESCRIPTION		



811
Know what's below.
Call before you dig.

Parisi
TRANSPORTATION CONSULTING

DRAWN: AG

CHECKED: DP

DESIGNED: AG

APPROVED: AG

CITY OF SEASIDE
SCHOOL AREA SPEED REDUCTION ZONES
MONTEREY BAY CHARTER SCHOOL

REVISIONS	
△	
△	
△	
△	
NO.	DESCRIPTION

DATE: 10/25/2022

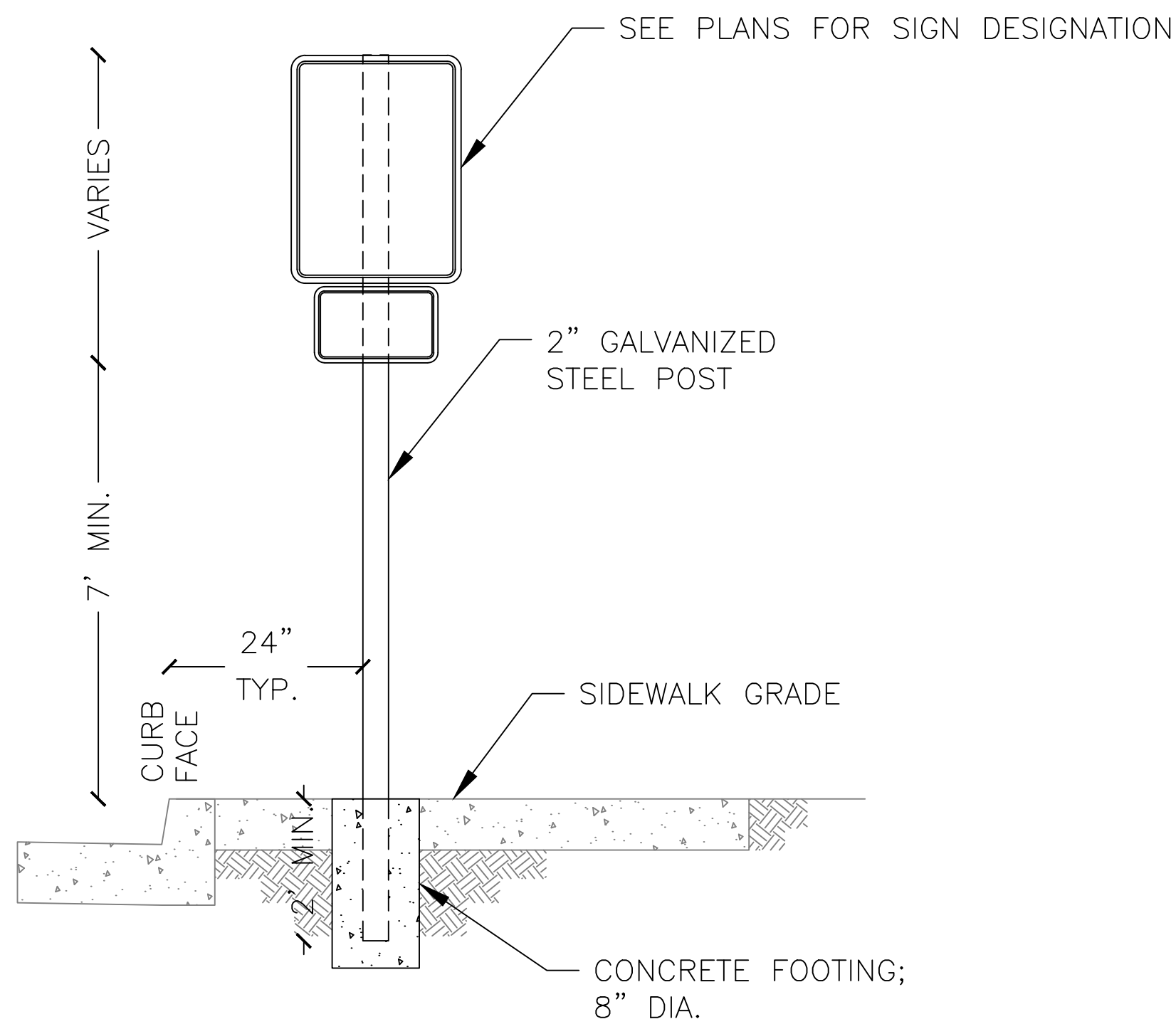
SCALE: 1" = 100'

PTC PROJECT NO.: 22033

DRAWING: **P-9**

SHEET NO.: **11 OF 12**

Packet Page 94



SIGN AND POST INSTALLATION DETAIL

- NOTES:
- 1. FOR MOUNTING MORE THAN ONE SIGN TO A POST LOWEST SIGN WILL BE AT THE 7 FOOT HEIGHT.
 - 2. ALL SUPPLEMENTAL SIGNS SHALL BE AT THE 7 FOOT HEIGHT.
 - 3. SIGN LEGEND AND SHAPE SHALL CONFORM WITH THE CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
 - 4. CONTRACTOR SHALL PROVIDE MINIMUM TWO WORKING DAYS NOTICE TO ALLOW THE CITY ENGINEER TO REVIEW AND APPROVE SIGN POST LOCATIONS.

SIGN SCHEDULE						
SHEET	SCHOOL	ASSEMBLY A [SCHOOL]	ASSEMBLY C [20 MPH]	ASSEMBLY C [25 MPH]	R2-1 [30 MPH]	REMOVE EXISTING SIGN
PD-1	CENTRAL COAST HIGH SCHOOL	1	2	2	--	5
PD-2	DEL REY WOODS ELEMENTARY SCHOOL	5	8	2	2	7
PD-3	HIGHLAND ELEMENTARY SCHOOL	3	4	--	--	4
PD-4	GEORGE C. MARSHALL ELEMENTARY SCHOOL	2	2	--	--	6
PD-5	ORD TERRACE ELEMENTARY SCHOOL	3	4	2	--	7
PD-6	INTERNATIONAL SCHOOL OF MONTEREY	3	4	1	1	6
PD-7	MONTEREY BAY CHRISTIAN SCHOOL	2	2	2	2	4
PD-8	PENINSULA ADVENTIST SCHOOL	3	2	--	--	1
PD-9	MONTEREY BAY CHARTER SCHOOL	5	8	--	--	--
TOTAL:		27	36	9	5	40

POLE SCHEDULE			
SHEET	SCHOOL	NEW 2" POLE	POLES REMOVED
PD-1	CENTRAL COAST HIGH SCHOOL	2	2
PD-2	DEL REY WOODS ELEMENTARY SCHOOL	15	5
PD-3	HIGHLAND ELEMENTARY SCHOOL	7	4
PD-4	GEORGE C. MARSHALL ELEMENTARY SCHOOL	2	4
PD-5	ORD TERRACE ELEMENTARY SCHOOL	7	6
PD-6	INTERNATIONAL SCHOOL OF MONTEREY	7	5
PD-7	MONTEREY BAY CHRISTIAN SCHOOL	6	2
PD-8	PENINSULA ADVENTIST SCHOOL	4	0
PD-9	MONTEREY BAY CHARTER SCHOOL	13	0
TOTAL:		63	28

SIGN DETAIL		
NAME	SIZE	DETAIL
ASSEMBLY A [SCHOOL]	30" X 42" PENTAGON	
ASSEMBLY C [20 MPH]	24" X 48"	
ASSEMBLY C [25 MPH]	24" X 48"	
R2-1 [30 MPH]	24" X 30"	



100% CONSTRUCTION DOCUMENTS

800 Bancroft Way, Ste 203
Berkeley, CA 94710
(510) 343-6400

Parisi

TRANSPORTATION CONSULTING

DRAWN: AG

CHECKED: DP

DESIGNED: AG

APPROVED: AG

CITY OF SEASIDE

SCHOOL AREA SPEED REDUCTION ZONES

DETAIL AND QUANTITIES

REVISIONS

NO.	DESCRIPTION

DATE: 10/25/2022

SCALE: N.T.S.

PTC PROJECT NO.: 22033

DRAWING: PD-1

SHEET NO.: 12 OF 12

Packet Page 95



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: January 5, 2023

SUBJECT: **ADOPT A RESOLUTION APPROVING AN APPROPRIATION OF \$100,000.00 TO THE NOCHE BUENA STREET EMERGENCY STORM DRAIN IMPROVEMENTS PROJECT FOR ADDITIONAL UNFORESEEN REQUIRED WORK, AND APPROVING \$100,000.00 IN ADDITIONAL CONTINGENCY TO THE AGREEMENT FOR CONTRACTOR SERVICES WITH MONTEREY PENINSULA ENGINEERS, INC. FOR A TOTAL CONSTRUCTION AMOUNT THAT DOES NOT EXCEED \$435,346.00**

RECOMMENDATION

Adopt a resolution:

1. Approving an appropriation of \$100,000.00 to the Noche Buena Street Emergency Storm Drain Improvements Project from the Capital Reserve for additional unforeseen required work;
2. Approving \$100,000.00 in additional contingencies to the Agreement for Contractor Services with Monterey Peninsula Engineers, Inc. for a total construction amount that does not exceed \$435,346.00; and
3. Authorizing the City Manager to approve amendments, extensions, and change orders to the Agreement for Contractor Services until completion of the project such that they do not exceed the total project construction amount.

BACKGROUND

In March 2022, Public Works Maintenance crews discovered a sink hole undermining the pedestrian sidewalk and private property improvements located in front of the residence at 1701 Noche Buena Street. The sink hole was centered around a section of damaged 24 inch corrugated metal storm drain pipe, which comprises the storm drain connection between Noche Buena Street and Laguna Street. Public Works Maintenance

crews placed a temporary repair on the existing pipe, and filled the sinkhole void with controlled density fill.

On September 1, 2022, the City Council awarded an Agreement for Contractor Services with Monterey Peninsula Engineering, Inc. (MPE) for the Noche Buena Street Emergency Storm Drain Improvements Project (Project) to construct emergency improvements to damaged storm drain infrastructure at 1701 Noche Buena Street, and make associated paving and concrete repairs for an amount not to exceed \$279,455.00. The City Council also authorized the City Manager to approve a construction agreement change orders in the amount of \$55,891.00.

Pre-construction activities began on November 1st, with the construction phase beginning on December 19th. On November 1st, the contractor inspected the existing storm drain pipe which runs between Noche Buena Street and Laguna Street, and found that approximately 10 feet of storm drain pipe immediately behind the catch basin at 1701 Noche Buena Street was too damaged to repair and must be replaced. Harris & Associates, as part of their approved contract scope for the project, produced a revised design to remove the damaged section of storm drain and replace it with new storm drain pipe via open trench construction. This change requires the removal and replacement of existing landscaping, flatwork, a small accessory structure, and a perimeter wall on private property, as well as the excavation of soil and controlled density fill, and the placement of structural fill over the new storm drain pipe. MPE submitted a change order for the additional work in the amount of \$54,500.00 on a time and materials basis. Engineering staff found the change order proposal necessary and appropriate, and initiated change order no.1 for the Project. The project scope for the replacement of 55 feet of storm drain in the intersection of Mingo Street and Noche Buena Street, the construction of a new manhole on Laguna Street, and the cast In place pipe lining repair of the storm drain between Noche Buena Street and Laguna Street have not yet begun. The project is currently scheduled to be completed in February 2023.

On December 20th, during the removal of the existing landscaping, MPE discovered a new sink hole centered on the damaged area of storm drain pipe at 1701 Noche Buena Street, undermining private property improvements and pedestrian sidewalk. MPE has excavated the area around the new sinkhole, Site evaluations are being performed to assess the stability of the soil at the bottom of the excavation. Planned open trench storm drain pipe replacement began at the intersection of Mingo Avenue and Noche Buena Street on December 28th, and the contractor discovered that the sinkhole is expanding due to recent rain events. Additional unforeseen conditions have arisen beyond the work that was approved with change order no. 1, and there is little contingency authorization remaining to make the necessary improvements.

FISCAL IMPACT

The Agreement for Contractor Services with MPE is for an amount not to exceed \$279,455.00. The City Council also authorized the City Manager to approve construction agreement change orders in the amount of \$55,891.00 for a total construction project amount not to exceed \$335,346.00. The City Manager has approved change order no. 1 in the amount of \$54,500.00. The contingency currently remaining on the construction contract is \$1,391.00. An additional contingency of \$100,000.00 is necessary until completion of the project to address unforeseen conditions as they arise.

Staff recommends adopting a resolution (Attachment 1) approving an appropriation of \$100,000.00 to the CMP Replacement Program (Account No. 271-8910-9965) from the Capital Reserves, for additional work resulting from unforeseen conditions; approving \$100,000.00 in additional contingency to the Agreement for Contractor Services with MPE, such that the total construction amount does not exceed \$435,346.00; and authorizing the City Manager to execute any amendments, extensions, and change orders to the Agreement for Contractor Services until completion of the project such that they do not exceed the total project construction amount.

The total budget for the CMP Replacement Program is currently \$350,682.00. After the budget appropriation, the CMP Replacement Program would have a total budget of \$450,682.00.

ATTACHMENTS

1. Resolution
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

RESOLUTION NO. 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING AN APPROPRIATION OF \$100,000.00 TO THE NOCHE BUENA STREET EMERGENCY STORM DRAIN IMPROVEMENTS PROJECT FROM THE CAPITAL RESERVE, AND APPROVING \$100,000.00 IN ADDITIONAL CONTINGENCY TO THE AGREEMENT FOR CONTRACTOR SERVICES WITH MONTEREY PENINSULA ENGINEERING, INC. FOR A TOTAL CONSTRUCTION AMOUNT THAT DOES NOT EXCEED \$435,346.00

WHEREAS, On September 1, 2022, the City Council of the City of Seaside approved a fiscal year 2022/2023 budget appropriation to the CMP Replacement Fund for the Noche Buena Street Emergency Storm Drain Improvements Project (Project) approved by Resolution No. 22-111; and

WHEREAS, the Project work includes the emergency repair of storm drain infrastructure and associated improvements within the intersection of Mingo Avenue and Noche Buena Street, and from Noche Buena Street to Laguna Street between 1701 Noche Buena Street and 1698 Laguna Street, and on Laguna Street between 1698 Laguna Street and 1704 Laguna Street; and

WHEREAS, on September 1, 2022, the City Council authorized the City Manager to execute an Agreement for Contractor Services with Monterey Peninsula Engineering, Inc. (MPE) for the Project for an amount not exceed \$279,455.00, and authorized the City Manager to approve change orders to the Agreement for Contractor Services in the amount of \$55,891.00 such that the full value may amount not to exceed \$335,346.00; and

WHEREAS, MPE started pre-construction activities on the Project on November 1st, and construction on December 20th; and

WHEREAS, to date the private property improvements have been demolished or removed for protection; the area of the sink hole has been excavated; and replacement of the existing storm drain pipe in the intersection of Mingo Avenue and Noche Buena Street has begun; and

WHEREAS, it was recently determined that replacement of an additional 10 feet of corrugated metal storm drain pipe is required for the Project; and

WHEREAS, the City Manager authorized change order no. 1 to the Agreement for Contractor Services in the amount of \$54,500.00, on a time and materials basis, for the completion of the specified unforeseen additional work for the Project; and

WHEREAS, after approval of change order no. 1, \$1,391.00 of contingency authorization is remaining; and

WHEREAS, additional unforeseen conditions were discovered after construction began on December 20th; and

WHEREAS, an additional \$100,000.00 contingency is required for the City Manager to authorize additional work for the Project; and

WHEREAS, an appropriation of \$100,000.00 to the Project is needed to complete the Project; and

WHEREAS, there are sufficient monies in the Capital Reserve for the additional budget request; and

NOW THEREFORE BE IT RESOLVED, that the City Council approves appropriating \$100,000.00 to the CMP Replacement Program (Account No. 271-8910-9965) from the Capital Reserves for a total of \$450,682.00 in the Project Account; and

BE IT FURTHER RESOLVED, that the City of Seaside City Council approves \$100,000.00 in additional contingency to the construction agreement with Monterey Peninsula Engineering, Inc. for a total construction amount that does not exceed \$435,346.00; and

BE IT FURTHER RESOLVED, that the City of Seaside City Council authorizes the City Manager to execute any amendments, extensions, and change orders until completion of the project such that the total project construction amount does not exceed \$435,346.00.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 5th day of January, 2023, 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.H.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: January 5, 2023

**SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM SEASIDE HIGH SCHOOL BOYS SOCCER**

RECOMMENDATION

Approve a request from Seaside High School Boys Soccer Program for a donation of \$3,000.00 from the Mayor's Youth Fund for the costs associated with purchasing practice equipment, apparel, team hoodies, and team jackets.

BACKGROUND

The Seaside High School Boys Soccer Program is requesting a donation of \$3000.00 from the Mayor's Youth Fund to cover the costs associated with purchasing practice equipment, apparel, team hoodies and jackets. The Seaside High School Boys Soccer Program teaches the players the importance of character, sportsmanship, life skills and the importance of achieving excellence at school and in the community. The program teaches their young men to not only be outstanding student athletes, but also to be model citizens. They encourage all their athletes to use reusable water bottles. They have a set of reusable sports water bottles that the team uses for games and practices. The team also picks up all the trash and recycling after their practices and games to ensure that they do their part to keep the environment clean.

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 Boys Soccer Program received their last donation at the December 02, 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 \$56,349.43. If the City Council approves this request, the balance will decrease to \$53,349.43. This is 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 Seaside High School Boys Soccer 2023
 2. W-9 Seaside High School Boys Soccer 2023
 3. Mayors Youth Fund Closing Report - Seaside High School Boys Soccer 2021
-

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, reading "Jaime M. Fontes", is written over a horizontal line. The signature is fluid and cursive.

Jaime M. Fontes, City Manager

Terry Navarro - Online Form Submittal: Mayor Youth's Contribution Request

From: <noreply@civicplus.com>
To: <cityclerk@ci.seaside.ca.us>, <dmeewis@ci.seaside.ca.us>, <tnavarro@ci.s...>
Date: 11/28/2022 3:02 PM
Subject: Online Form Submittal: Mayor Youth's Contribution Request

Mayor Youth's Contribution Request

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 Applications

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: Religious instruction, Sunday School, and Worship. 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 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 organization status (not a taxpayer's I.D number) and a current W-9 form.

Evaluation Process & 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 in the following area.)

- 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).

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. In addition, funding will be limited to one contribution per year (every 12 months).

- Individuals - 25% of the total cost of the activity (not to exceed \$1,000)

- Groups up to 20 people - up to \$1,500

- Groups of 21 or more people - up to \$3,000

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.

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.

Name of Organization	Seaside High School Boys soccer
Name	Servando Perez
Email Address	sperez@employnet.com
Address	2200 Noche Buena St
City	Seaside
State	ca
Zip Code	93955
Phone Number	805-868-7112
Additional Phone Number	Field not completed.
Percentage of Residents or Students of Seaside	100%

Number of Participants	45
Ages of Participants	15 to 18 years old
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:	Athletic
Are you funding a reward for one of these activities?	No
Description of event, activity or program funding pertains to:	Soccer program for boys soccer.
Attach Additional Information as Necessary	<i>Field not completed.</i>
Description of how the funds will be specifically used for youth groups activities/events and has a nexus to the goals of recycling, cleanup and "green" sustainability to insure a healthy environment:	practice equipment and apparel. team hoodies or jackets. any remaining funds will be used for following years needs for the team.
What other fundraising activities are you participating in to fund your event, program or activity and what other funding sources will supplement your request?	asking for donations or will participate in car wash event or BBQ.
Total Amount Requested:	\$3,000
Electronic Signature Agreement	I agree.
Electronic Signature	Servando Perez
Date	11/28/2022

Terry Navarro - RE: Mayor's Youth Fund Contribution request from Seaside High Boys Soccer

From: Servando Perez <sperez@employnet.com>
To: Terry Navarro <TNavarro@ci.seaside.ca.us>
Date: 11/29/2022 8:53 AM
Subject: RE: Mayor's Youth Fund Contribution request from Seaside High Boys Soccer
Cc: Daniel Meewis <DMeewis@ci.seaside.ca.us>, Kee Hyon Higgins <KHiggins@ci....>

Good morning Terry,

My apologies I thought I had answered all questions accordingly.

Our group tries to help with recycling and cleanup as much as possible. Whether it is at our own soccer field or when we travel to an opposing school, we have our boys leave the field cleaner than how they found it. All trash is picked up after our practices and games to ensure that we do our part to keep the environment clean. Since last year we also encourage all our boys to use a reusable water bottles themselves and avoid the plastic bottles. For the team we have a set of reusable sport water bottles that the team uses all the time and prevents any waste. I am also trying to implement a beach clean up with the team, this helps us building a relationship and bond with the team but most important it will help prevent waste on our beaches and keep them clean.

Let me know if this suffices or if you need any further information.

Thank you, have a good rest of your day.

Servando Perez

NRC Director

sperez@employnet.com

O: 408-214-8831



Always putting people first.™



Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

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

Name (as shown on your income tax return)

Monterey Peninsula Unified School District

Business name, if different from above

Check appropriate box: ☐ Individual sole proprietor ☐ Corporation ☐ Partnership

☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

700 PACIFIC ST

Requester's name and address (optional)

City, state, and ZIP code

MONTEREY CA 93940

List account number(s) here (optional)

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 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.

Social security number

or

Employer identification number

77-0320712

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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).

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, payment 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 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 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.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

MAYOR'S YOUTH FUND CLOSING REPORT *

Date Mayor's Youth Fund was approved by council: 12/2/2021
 Name of Organization: Seaside High School Boys Soccer
 Contact: Servando Perez
 Address: 2200 Noche Buena St. Seaside CA 93955
 Email/Phone: 905-868-7112 sperez@complaynet.com
 Amount of Donation Received: \$3,000

What Items were purchased with Mayor's Youth Fund Donation:
Uniforms, Team Jacket, Practice Equipment

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.

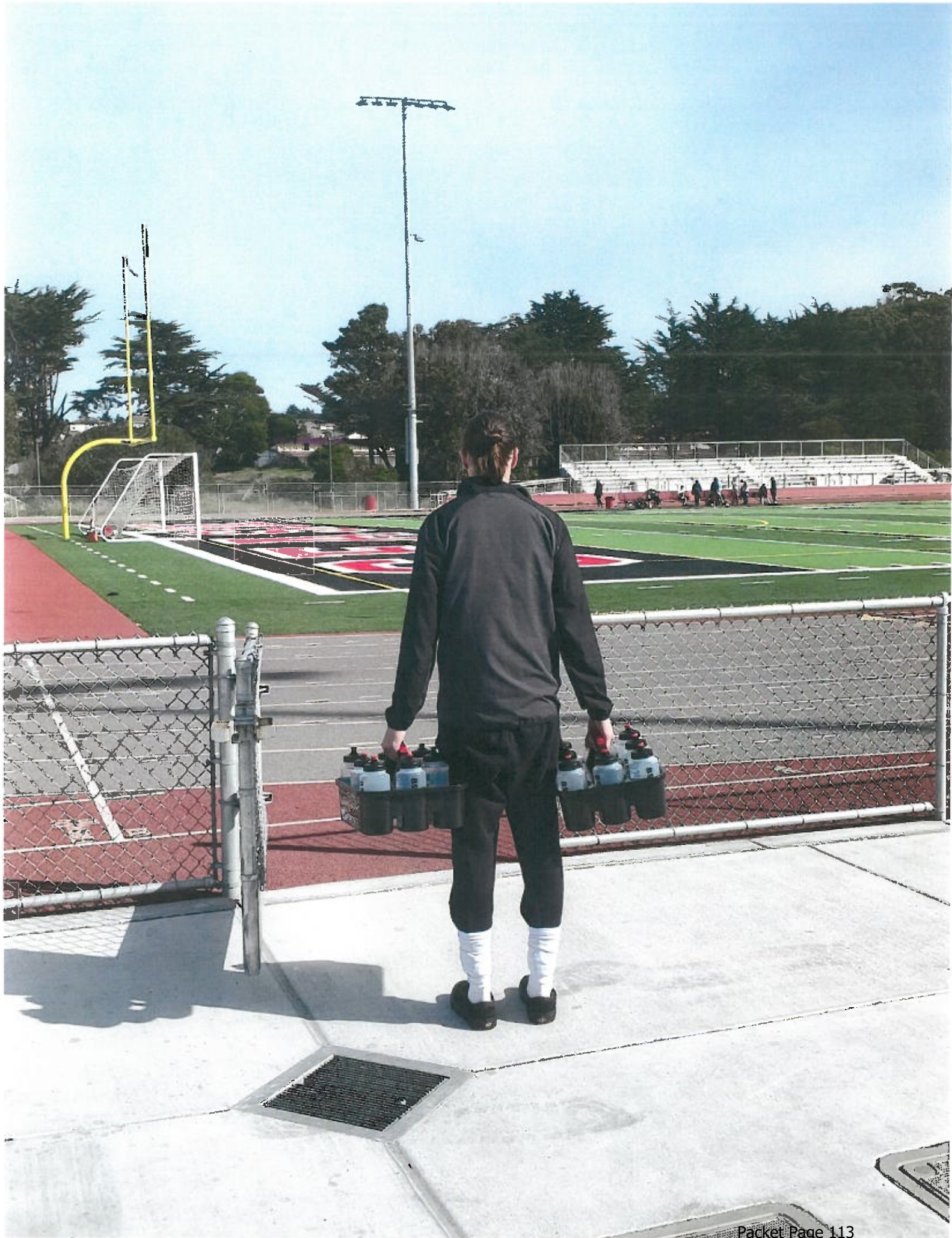
Had the team transition to reusable water bottles.
We stopped using the disposable plastic water bottles.
Started this new process in Dec. 2021

Signature: [Signature]
 Date: 1/31/2022

*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.I.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: January 5, 2023

**SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM SEASIDE HIGH SCHOOL GIRLS SOCCER**

RECOMMENDATION

Approve a request from Seaside High School Girls Soccer Program for a donation of \$3,000.00 from the Mayor's Youth Fund for the costs associated with purchasing Junior Varsity warmups, training goals, team balls, and game balls.

BACKGROUND

The Seaside High School Girls Soccer Program is requesting a donation of \$3000.00 from the Mayor's Youth Fund to cover the costs associated with purchasing Junior Varsity warmups, training goals, team balls, and game balls. Given that they are a winter sport, they would like to make sure their athletes are properly equipped and dressed warmly during the season. The Seaside High School Girls Soccer Program teaches the players the importance of character, sportsmanship, life skills and the importance of achieving excellence at school and in the community. The program teaches their young women to not only be outstanding student athletes, but also to be model citizens. As a program, they plan on doing two beach community clean-up events. They encourage all their athletes to use reusable Gatorade bottles for games and practices instead of disposable cups.

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 Girls Soccer Program received their last donation at the January 06, 2022, City Council meeting. They submitted their 2022 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 is the Mayor's Youth Fund account (601-2106) is \$53,349.43. If the City Council approves this request, the balance will decrease to \$50,349.43. This is 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 Seaside High School Girls Soccer 2023
 2. W-9 Seaside High School Girls Soccer 2023
 3. Mayors Youth Fund Closing Report - Seaside High School Girls Soccer 2022
-

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 black text.

Jaime M. Fontes, City Manager

Terry Navarro - Online Form Submittal: Mayor Youth's Contribution Request

From: <noreply@civicplus.com>
To: <cityclerk@ci.seaside.ca.us>, <dmeewis@ci.seaside.ca.us>, <tnavarro@ci.s...>
Date: 11/18/2022 12:24 PM
Subject: Online Form Submittal: Mayor Youth's Contribution Request

Mayor Youth's Contribution Request

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 Applications

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: Religious instruction, Sunday School, and Worship. 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 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 organization status (not a taxpayer's I.D number) and a current W-9 form.

Evaluation Process & 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 in the following area.)

- 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).

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. In addition, funding will be limited to one contribution per year (every 12 months).

- Individuals - 25% of the total cost of the activity (not to exceed \$1,000)

- Groups up to 20 people - up to \$1,500

- Groups of 21 or more people - up to \$3,000

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.

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.

Name of Organization	Seaside High School Girls Soccer
----------------------	----------------------------------

Name	Joseph Aleru
------	--------------

Email Address	jaleru@mpusd.k12.ca.us
---------------	------------------------

Address	2200 Noche Buena St
---------	---------------------

City	Seaside
------	---------

State	California
-------	------------

Zip Code	93955
----------	-------

Phone Number	5592231836
--------------	------------

Additional Phone Number	Field not completed.
-------------------------	----------------------

Percentage of Residents or Students of Seaside	100%
--	------

Number of Participants	40
Ages of Participants	15-18
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:	Athletic
Are you funding a reward for one of these activities?	No
Description of event, activity or program funding pertains to:	Seaside High School girls soccer teams
Attach Additional Information as Necessary	<i>Field not completed.</i>
Description of how the funds will be specifically used for youth groups activities/events and has a nexus to the goals of recycling, cleanup and "green" sustainability to insure a healthy environment:	We are in need of Junior Varsity warmups, training goals, team balls and game balls.
What other fundraising activities are you participating in to fund your event, program or activity and what other funding sources will supplement your request?	Our program will participate in school food fairs as well as baked good sales.
Total Amount Requested:	\$3,000
Electronic Signature Agreement	I agree.
Electronic Signature	Joseph Aleru
Date	<i>Field not completed.</i>

Email not displaying correctly? [View it in your browser.](#)

Terry Navarro - Re: Mayor's Youth Fund Request - Seaside High School Girls Soccer Program

From: Joseph Aleru <jaleru@mpusd.k12.ca.us>
To: Terry Navarro <tnavarro@ci.seaside.ca.us>
Date: 11/18/2022 2:16 PM
Subject: Re: Mayor's Youth Fund Request - Seaside High School Girls Soccer Program
Cc: Daniel Meewis <DMeewis@ci.seaside.ca.us>, Kee Hyon Higgins <KHiggins@ci....>

Hi Terry,

Every season, our girls program does a local beach clean up as well as bi-weekly campus beautification. We've also eliminated the use of disposable cups on game days and moved to reusable Gatorade bottles.

Please let me know if there are any other requirements.

Thank you so much!



2021 Seaside Girls Soccer beach cleanup

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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.

Monterey Peninsula Unified School District

2 Business name/disregarded entity name, if different from above

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) ► K-12 School District

5 Address (number, street, and apt. or suite no.) See instructions.

700 Pacific Street/P.O. Box 1031

6 City, state, and ZIP code

Monterey, California 93942-1031

7 List account number(s) here (optional)

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.)

Requester's name and address (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

____ - ____ - ____

or

Employer identification number

77 - 0320712

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ►

Date ►

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.

MAYOR'S YOUTH FUND CLOSING REPORT *

Date Mayor's Youth Fund was approved by council: January 6, 2022

Name of Organization: Seaside Girls Soccer

Contact: Joseph Aleru

Address: 2200 Noche Buena St. Seaside, CA 93955

Email/Phone: jaleru@mpusd.net

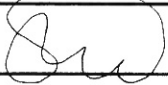
Amount of Donation Received: \$3,000

What Items were purchased with Mayor's Youth Fund Donation:

Team warmups.

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.

The girls soccer program had a campus beautification and beach clean up day. We picked up trash on campus and at our local beach.

Signature: 

Date: February 15, 2022

***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: January 5, 2023

SUBJECT: APPROVE A FEE WAIVER REQUEST FROM SAND CITY PAJARO VALLEY OHLONE COUNCIL FOR THEIR "RED DRESS DAY - HONORING INDIGENOUS WOMEN" EVENT ON MAY 06, 2023

RECOMMENDATION

Approve the fee waiver request from Sand City Pajaro Valley Ohlone Indian Council for the use of Laguna Grande Hall and kitchen to hold their event "Red Dress Day - Honoring Indigenous Women" in the amount of \$1,965.00, the Organization to provide the City with the non-refundable portion of the deposit of \$115.35.

BACKGROUND

Sand City Pajaro Valley Ohlone Indian Council is requesting a fee waiver to help cover the cost associated with their event "Red Dress Day - Honoring Indigenous Women" on Saturday, May 06, 2023, from 9:00 a.m. to 9:00 p.m. in the Laguna Grande Hall at the Oldemeyer Center. They are a new group of closely affiliated professionals from the fields of public service, education, social services, and the arts. Their mission is to "indigenize" Monterey County in the form of creating and producing several indigenous-focused events each year to represent our group leaders' areas of interest and expertise. Even though this organization is not based in Seaside, it does have a strong showing of Seaside residents who will benefit from this event in the City.

This is the first time that the Sand City Pajaro Valley Ohlone Indian Council has requested a fee waiver. Staff recommends that the fees be waived for the rental cost of the facility and that the organization pay only the non-refundable portion of the deposit of \$115.35 to go towards the building maintenance fund.

FISCAL IMPACT

The approximate fees which are applicable to this request are:

Laguna Grande Hall & Kitchen Fee 12 Hours @ \$154.00 per hour	\$1,848.00
Insurance	\$ 117.00
<u>Deposit Non Refundable Portion</u>	<u>\$ 115.35</u>
TOTAL	\$2,080.35

Should the City Council approve the request with the staff recommendation to waive all rental fees but require payment for the non-refundable deposit only, the fiscal impact is \$1,965.00 out of account 100.3672.

ATTACHMENTS

1. Sand City & Pajaro Valley Ohlone Council Fee Wavier 2023
2. 501(c)(3) - Sand City & Pajaro Valley Ohlone Council

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager



SEASIDE CALIFORNIA

Fee Waiver Request Form

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

CONTACT INFORMATION:

Organization: Sand City Pajaro Valley Ohlone Indian Council
Name of Applicant: Mary Ann Carbone
Address: 1 Pendergrass Way City: Sand City State: CA
Phone: (831) 917-6225 Email: maryann@sandcityca.org

EVENT INFORMATION: Red Dress Day "Honoring Indigenous Women"

Event Title: 1pm - 7pm
Event Description: Cultural and Educational Event
Event Date: May 6, 2023 Room(s) Requested: Laguna Granda Rm/Kitchen
Time (including set-up): 9am - 9pm Approximate Number of Guests: 150

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: Community Event - non profit focused at Youth, Seniors & disadvantaged community

Have you received a Fee Waiver in the past? ☐ Yes, the event was on ☒ No

What is your organization's tax identification number? 7700581001

What percentage of your members or participants resides in Seaside? many

Is your organization based in Seaside? ☐ Yes ☒ No

Is your organization able to provide liability insurance? ☐ Yes ☐ No Will check w/ Sand City

Will alcohol be served or sold at your event? ☐ Yes ☒ No to use liability insurance

Applicant Signature: Mary Ann Carbone

Date: 10/19/2022

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____

Date: _____

Notes: _____



SEASIDE CALIFORNIA

Fee Waiver Request Form

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

Fees may be waived for activities that benefit the majority of Seaside residents. Any new organizations requesting fee waivers are required to submit a letter of intent and complete the Fee Waiver Request form to the Recreation Services Department. The application will be submitted to the City Manager or his designee for review and approval. In the event that the fee waiver request is denied by the City Manager, the request can be appealed to the City Council. Applicants must demonstrate that the following criteria are satisfied:

1. At least 60% of the organization's membership must consist of Seaside residents. The organization must provide documentation verifying membership residency.
2. The organization must be a 501(C)3 non-profit or public benefit organization and provide taxpayer identification number.
3. The organization must provide an in-kind service/donation to benefit and augment the City of Seaside. A written statement must be submitted with the application outlining specific donations and/or services provided by the organization to the City of Seaside.

FEE WAIVERS FOR MEETING ROOMS

1. Meetings are limited to four hours.
2. All organizations receiving fee waivers must give seven days notice of cancellation. If no notice is given of cancellation, the City reserves the right to deny further fee waiver requests.
3. Due to limited space, organizations may not request fee waivers for any more than one meeting room use per year; fee waivers are not intended to provide for ongoing weekly or monthly meeting use.
4. No faith based organizations may apply for fee waivers due to the separation of church and state.

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

1. Pay the non-refundable portion of the deposit per event.
2. An organization requesting use of the auditorium for a special event or meeting may receive no more than one fee waiver request within a 90-day period.
3. Provide special event liability insurance. The following is required:
 - a. Provide an "Occurrence Made" liability insurance policy, naming the city as additionally insured, with limits of \$1 million per occurrence and \$2 million aggregate. A copy of that policy must be provided to the Recreation Services Department.

OR

 - b. Purchase Special Event Liability insurance through the Recreation Services Department at the time of fee waiver request. This insurance covers not only the city, but also those renting the facility.
4. Fundraising activities of any nature do not qualify for fee waivers.
5. Special events may be required to provide security at renter's expense. A photocopy of the contract must be on file with the Recreation Services Department. The number of security guards required is determined by the nature of the event and the numbers in attendance.

***A City-sanctioned organization is defined as "any community based group or organization that in cooperation with the Recreation Services Department, provides an entertainment, recreation and/educational service benefitting the citizens of Seaside."**

****All deposits are placed in the maintenance and janitorial fund designated for the upkeep and repair of the Oldemeyer Center.**



SEASIDE CALIFORNIA

Facility Use Rental Request Form

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

CONTACT INFORMATION:

ROOM: Laguna Grande/Kitchen

Organization: Sand City & Pajaro Valley Ohlone Council,

Name of Applicant: Mary Ann Carbone

Address: 1 Pendergrass Way City: Sand City CA zip: 93955

Phone: (831) 917-6225 Email: maryann@sandcityca.org

Day of Event Contact Name and Phone: May 6, 2023 Mary Ann Carbone

☐ Resident ☒ Non-Resident

(831) 917-6225

EVENT INFORMATION:

Event Title: Red Dress Day "Honoring Indigenous Women"
*Please attach invitation or flyer if available.

Event Date: May 6 Approximate Number of Guests: 150

Reservation Time: 9 am - 9 pm Event Time: 1:00 pm - 7 pm

*Laguna Grande Hall & Soper: Security guard(s) must be present for entire event time. See next page.

Special Instructions: Request microphone & podium & stage

Request to use the City's: ☒ Podium ☒ Microphone ☒ Projector Screen
*Subject to availability **Projectors and other electronic equipment will not be provided

	Yes	No		Yes	No
Is the event open to the public?	☒	☐	Will refreshments be served?	☒	☐
Will admission be charged?	☐	☒	Will refreshments be sold?	☐	☒
Are you a non-profit organization?	☒	☐	Will you be using the kitchen?	☒	☐
Will there be music?	☒	☐	Will alcohol be served?	☐	☒
Will there be live music and/or DJ?	☒	☐	Will alcohol be sold?	☐	☒
Name of band or DJ: <u>to be determined</u>			*Alcohol is prohibited at youth oriented events		

APPLICANT WILL PROVIDE THE FOLLOWING ITEMS 30 DAYS PRIOR TO THE EVENT:

1. Full payment of all applicable fees
2. Copy of event security contract by licensed company (if applicable)
3. Proof of liability insurance
4. ~~Copy of ABC license (if applicable)~~ No alcohol allowed at this event

I have read and agree to all pages in the rental agreement forms

Applicant Signature: Mary Ann Carbone

Date: 10/19/22

(For Office Use Only)

Permit Fee: _____ Authorized Agent: _____ Date: _____

Note: Original to Resource Management/Recreation Department



SEASIDE CALIFORNIA

Facility Use Rental Request Form
Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

FACILITY SELECTION

☒ LAGUNA GRANDE HALL

Capacity: Dining: 225 / Theatre: 300
Dimensions: 128' X 120'

	Resident	Non-Res
Hourly Rate	\$56.25	\$154.00
Deposit	\$655.00	\$849.00
(Refundable)	(\$556.75)	(\$696.15)
Alcohol Deposit	\$638.00	\$798.00
(Refundable)	(\$414.70)	(\$518.70)

Liability Insurance: \$85-\$217

Security Guards: required 1 per 50 guests

- ☐ I will be using Hall only
☒ I will be using Hall & Kitchen only
☐ I will be using Hall, Kitchen & Dance Studio

☐ BAYONET MEETING ROOM

Capacity: Classroom: 30 / Theatre: 40
Dimensions: 24' X 20'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr.	\$43.75 /hr.	\$61.00 /hr.
After 3 hrs.	\$20 /hr.	\$28.00 /hr.

☐ BLACKHORSE MEETING ROOM

Capacity: Classroom: 40 / Theatre: 50
Dimensions: 28' X 26'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hrs.	\$43.75 /hr.	\$76.00 /hr.
After 3 hrs.	\$20 /hr.	\$33.00 /hr.

☐ DANCE STUDIO

Capacity: Classroom: 35 / Theatre: 70
Dimensions: 26' X 24'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr.	\$43.75 /hr.	\$94.00 /hr.
After 3 hrs.	\$20.00 /hr.	\$44.00 /hr.

☐ SEAHORSE CONFERENCE ROOM

Capacity: 20 / Dimensions: 28' X 16'

	Resident	Non-Res
Rate 0-3 hrs.	\$43.75 /hr.	\$61.00 /hr.
After 3 hrs.	\$20 /hr.	\$28.00 /hr.

☐ SEASIDE MEETING ROOM

Capacity: Classroom: 40 / Theatre: 60
Dimensions: 32' X 26'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr.	\$43.75 /hr.	\$61.00 /hr.
After 3 hrs.	\$20 /hr.	\$28.00 /hr.

☐ SEASIDE COMMUNITY CENTER (SOPER)

Capacity: Dining: 85 / Theatre: 100
Dimensions: 128' X 120'

	Resident	Non-Res
Hourly Rate	\$59.25	\$83.00
Deposit	\$348.00	\$436.00
(Refundable)	(\$295.80)	(\$370.60)
Alcohol Deposit	\$638.00	\$798.00
(Refundable)	(\$414.70)	(\$518.70)

Liability Insurance: \$85-\$217

Security Guards: required 1 per 50 guests

- ☒ I will be using the Large Room only
☐ I will be using the Kitchen only
☒ I will be using the Large Room & Kitchen

☐ YOUTH EDUCATION CENTER

Two hour rentals: available Fridays and Saturdays
7:30-9:30 PM, and Sundays for any two hours
between 8 AM - 9 PM.

	Resident	Non-Res
Deposit	\$83	\$103.50
(Non Refundable)	(\$21)	(\$26)
0-25 Guests	\$172	\$215
26-50 Guests	\$187.00	\$234
51-75 Guests	\$205.00	\$257.00
Mini Golf	\$25	\$31
Extra 1/2 Hour	\$38	\$47.50

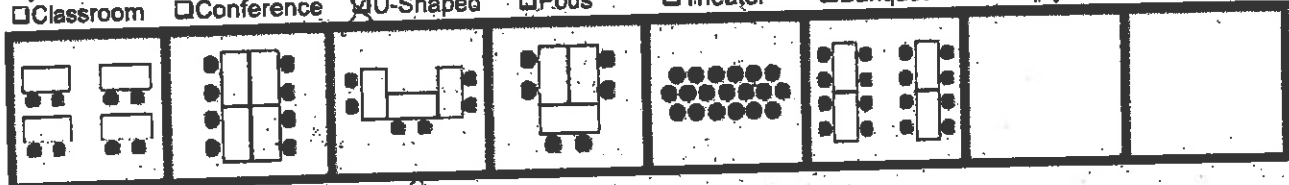
Non-Profit Rate: For Laguna Grande Hall, Seaside Community Center, and the Youth Education & Resource Center, non-profits may use the resident rate. For all other meeting rooms, non-profits may have up to 4 hours for \$37.00/\$47.00. Proof of 501(c)(3) required.

Security Guards: If required, security guards must be present for entire duration of event. Failure to comply or late security guards may result in deposit forfeited or event shut down completely.

SEATING CONFIGURATION

Review and select a seating configuration below. If you would like a different layout, please sketch your preferred layout in the box marked "other" or on the back of this sheet.

☐ Classroom ☐ Conference ☒ U-Shaped ☐ Pods ☐ Theater ☐ Banquet ☐ Empty ☐ Other





1. **OVERTIME:** Use of the facilities in excess of the time set forth above may result in overtime fee being charged.
2. **CANCELATION BY PERMITTEE:** Permittee must submit written notice of cancellation to the calendaring agent in order to be eligible for a refund. Refund requests made forty-five (45) days in advance will receive a full refund less a seven dollar (\$7) surcharge. Refund requests made thirty (30) - forty-five (45) days in advance will receive a full refund less the non-refundable portion of the security deposit. Refund requests made less than thirty (30) days in advance will receive a full refund less the entire security deposit.
3. **CANCELATION BY CITY:** This permit may be canceled without liability to the City under any of the following conditions: a) It is found to contain false or misleading information, (b) The Department finds that the proposed use will be detrimental to the public's health, (c) Any individual or group (members or guests) willfully or through negligence mistreats the equipment or violates any of the regulations, terms, and conditions established for use of the facilities, (d) Average attendance of scheduled activities falls below the standard established for each use area with the Center, (e) For failure to notify Center of cancellation of any date or dates covered by this permit, (f) Permittee defaults on or has not completed all conditions and requirements for use of facilities, (g) In case the Center or any part thereof shall be destroyed or damaged by fire or any other cause, or if other unforeseen occurrence, including strikes, labor disputes, war, or acts of military authorities shall render fulfillment of the permit difficult or impossible of performance, (h) The facility is needed by public necessity or emergency use, (i) Upon thirty (30) calendar days written notice to Permittee. Refund of rental fees shall be made where City cancels permit at least thirty (30) days prior to the date reserved, except when cancellation occurs under items (g) or (h) above.
4. **TRANSFERRING PERMIT:** Permit cannot be transferred, assigned, or sublet unless approved by the City in writing.
5. **ADVERTISING, SOLICITATION AND SALES:** No advertising or signs shall be exhibited and no sales made at the Center without the written permission of the City.
6. **COMPLETION OF REQUIREMENTS FOR USE OF FACILITIES:** Permittee must complete all requirements relating to use of the facilities within the time requirements specified.
7. **COMPLIANCE TO CONDITIONS OF USE:** The Permittee shall observe, obey, and comply with all applicable City, County, and Federal laws; and the policies, rules, regulations, terms, and conditions governing use of Center facilities. Permittee will forfeit all rents or other fees paid if evicted from premises for violation of it. Eviction shall not release Permittee from any obligations for the payment of the rents or other fees required to be paid under this permit for the term thereof.
8. **CONCESSION SALES:** Permittee will not engage in concession operations unless authorized in writing by Director/authorized staff.
9. **CONDUCT OF PERSONS:** Permittee shall be solely responsible for the orderly conduct of all persons using the premises by its invitation, either express or implied, during all times covered by the permit. The Department reserves the right to eject or cause to be ejected from the premises any person or persons objectionable due to unlawful conduct.
10. **DAMAGE TO FACILITY OR EQUIPMENT:** All property, equipment, and furnishings must be kept clean and undamaged, fair wear and tear accepted. Permittee causing damage or loss will be required to pay for same at current costs.
11. **EXITS:** At no time shall exits be covered or obstructed.
12. **FACILITIES CAPACITY:** Permittee shall not admit a larger number of persons than can be safely and freely moved about therein as determined by Building and Fire Codes.
13. **FLAMMABLE MATERIALS:** No flammable materials will be permitted to be used for decorations. All materials used for decorative purposes must be treated with flame proofing and be approved by the Fire Department.
14. **INDEMNITY:** Permittee shall indemnify and hold harmless by the City, its officers, employees, and agents, against any and all claims, demands, causes of action, personal injuries or death, damages whatsoever, directly or proximately resulting or caused by the use and occupation of the facilities described in the permit, whether such use is authorized or not or from act or omission of Permittee or any of its officers, agents, employees, guests, patrons, or invitees, and the Permittee shall, at its sole risk and expense, defend any and all suits, actions, or other legal proceedings which may be brought or instituted against City, its officers and employees, on any such claim, demand, or cause of action, and the Permittee shall pay any judgment or decree which may be rendered against the city, its officers, employees, and agents in any suit, action or other legal proceedings, and Permittee shall pay for any and all damages to the property of the City or of others, the loss or theft of such property, done or caused by Permittee, its officers, agents, employees, guests, patrons, and invitees.
15. **PAYMENT OF TAXES:** Payment of all Federal, and City taxes in connection with the event shall be the liability and responsibility of the Permittee.
16. **PERMITTEE RESPONSIBLE FOR CLEANLINESS OF FACILITY:** Facilities used by Permittee must be left in a clean and orderly condition. If additional maintenance is required, other than normal cleaning process, the Permittee will be charged for same.
17. **PERMITTEE RESPONSIBLE FOR PERMITS AND LICENSES:** The Permittee shall procure at his own expense all the required licenses and permits necessary for the intended use or activity covered by this permit.
18. **ALCOHOL:** No alcohol can be served to minors or at any youth-related event at the Oldemeyer Center or Seaside Community Center and can result in immediate closure of the event and loss of deposit. ALL alcohol is prohibited at ALL youth oriented events.
19. **SMOKING:** Smoking is prohibited within twenty (20) feet of entrances, exits and windows.
20. **USE OF RESERVED FACILITIES AND EQUIPMENT:** Permittee may use only those facilities and equipment specifically designated on this permit.
21. **CONSTRUCTION OF PERMIT:** In case of any doubts as to the interpretation of any provisions of this permit, the interpretation by the Recreation and Community Activities Director shall prevail. In addition, the Recreation and Community Activities Director shall have the sole power to decide and resolve matters not covered by this permit.
22. **SEVERABILITY:** If any part of this permit is for any reason held to be illegal, inapplicable, unenforceable, or unconstitutional, such decision shall not affect the validity of the remaining portions of the permit.
23. **SECURITY AND CLEANING DEPOSIT:** A deposit is required from any person or organization renting a room at the Center (according to current fees and charges). A portion of the deposit is non-refundable (according to current fees and charges) and the remaining deposit is refundable in whole or in part depending upon the condition of the room, walls, floors, carpets; whether



SEASIDE CALIFORNIA

Facility Use Rental Request Form

Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

any breakage occurred or whether overtime was incurred beyond stated setup, cleanup or activity time. The City reserves the right to close down any party or activity that may in any way endanger the health or safety of any person or property. Any early closure of the facility may result in loss of deposits. Refundable deposits will be returned within thirty (30) days following the event date.

24. **SUPPLIES:** City staff is not authorized to provide supplies for your event.
25. **SECURITY GUARDS:** One guard per fifty participants is required for events that serve alcohol and/or have live/DJ music or dancing. The City reserves the right to require security for events.

IMPORTANT THINGS TO NOTE

- ✓ In order to secure a reservation, this form must be completed and submitted along with full payment to the Oldemeyer Center front desk.
- ✓ Reservations for the conference rooms must be made at least 7 days in advance and 30 days in advance for all other facilities.
- ✓ Please include a sketch of how you would like the room to be set up if it is different than the diagrams provided on this form. Our facility staff will do their best to prepare the room as shown in your diagram. Do not write "same as before."
- ✓ Food and beverage are allowed in certain rooms; please ask staff prior to providing refreshments.
- ✓ Do not move furniture from one room to another. If you have additional needs, please contact the facility staff.
- ✓ Please do not change rooms. If a different room is preferred and empty upon arrival, please check with the facility staff.
- ✓ Come prepared. Our staff is not authorized to provide supplies for your meeting.
- ✓ If you tape signs up regarding your meeting, please remove them upon your departure.
- ✓ Smoking is prohibited within 20 feet of entrances, exits and windows.
- ✓ In case of cancelation, please notify the Oldemeyer Center Front Office as soon as possible. Please see refund policy schedule below:

45 days in advance	Full refund, less a \$7 surcharge
30-45 days in advance	Full refund, less the non-refundable part of security deposit
Less than 30 days in advance	Full refund, less the entire security deposit
Less than 48 hours in advance	No refund

- ✓ *If alcohol is found on the premises (including the parking lot, stage, kitchen, etc.) and your contract prohibits the consumption of alcohol, the City of Seaside has the right to cancel your event and deposits and fees will NOT be refunded.
- ✓ *A one million dollar (two million aggregate) liability insurance policy is required. You can either purchase it through the city, or through another insurance company and provide us a copy of the policy naming the City of Seaside as co-insured.
- ✓ Use of our facilities requires you to provide licensed and bonded security guards. You must hire one guard per every fifty guests. A copy of the contract must be provided to the city at least 30 days prior to your event. Renters exceeding their stated attendance risk losing their deposit.

Food Sales and Prohibited Goods & Materials:

- ❖ All food providers within the city utilizing disposable food service ware shall use certified compostable products, or recyclable non-plastic products. This includes but is not limited to plates, napkins, straws, cups, bottles, lids, utensils, bowls, stirrers, beverage plugs, trays and hinged or lidded containers. Non-plastic single-use products shall be allowed only if they are currently accepted for composting or recycling by the designated waste hauler and the Monterey Regional Waste Management District.
- ❖ Applicants and vendors are prohibited: to use any PLASTIC water bottles, use Styrofoam/polystyrene packaging, and provide plastic straws unless requested by the customer self-identifying a need for a plastic straw.
- ❖ The use of balloons is prohibited at all City of Seaside parks and facilities.

Initials: *MP*



IRS Department of the Treasury
Internal Revenue Service

P.O. Box 2508, Room 4010
Cincinnati OH 45201

In reply refer to: 4077550277
Sep. 29, 2010 LTR 4168C 0
77-0058100 000000 00

00028144
BODC: TE

PAJARO VALLEY OHLONE INDIAN
COUNCIL
% PATRICK OROZCO
644 PEARTREE DR
WATSONVILLE CA 95076-3632



020466

Employer Identification Number: 77-0058100
Person to Contact: Ms Benjamin
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your June 11, 2010, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in April 1986.

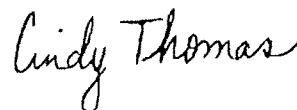
Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,



Cindy Thomas
Manager, EO Determinations



CITY OF SEASIDE STAFF REPORT

Item No.: 8.K.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer

DATE: January 5, 2023

SUBJECT: ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH SCHAAF AND WHEELER TO PROVIDE STAFF SUPPORT INCLUDING ACTING CITY ENGINEER SERVICES FOR AN AMOUNT NOT TO EXCEED \$52,000.00

RECOMMENDATION

Adopt a resolution authorizing an amendment to the professional services agreement with Schaaf and Wheeler to provide staff support including Acting City Engineer services for an amount not to exceed \$52,000.00.

BACKGROUND

The Engineering Division has vacancies in two Senior Civil Engineer positions that provide management and oversight over capital improvement projects, development projects, and Engineering staff work production.

The City has commenced with recruitment to fill the Senior Civil Engineer positions. In addition, an Assistant Public Works Director position is also being considered for inclusion in the Public Works Department to support the Public Works Director/ City Engineer with management of staff and to fill in as the City Engineer when the Public Works Director/ City Engineer is absent. Since November 2022, consultant staff, Andrew Sterbenz from Schaaf and Wheeler, has been providing Senior Management staff support and filling in for the Public Works Director/ City Engineer when she is absent.

Andrew Sterbenz has been working in the Monterey Area and for Schaaf and Wheeler for 17 years. Schaaf and Wheeler is an engineering firm based out of Bay Area and specializes in water resources (potable and recycled water, sanitary sewer, and storm drain).

Andrew Sterbenz served as the Interim District Engineer for Marina Coast Water District for a year until recently, so he is familiar with how public agencies operate, and he is experienced at preparing staff reports and presenting items for approval at Council and Commission Meetings. He and his team perform plan review of water and sewer systems of developments in the Former Fort Ord in Seaside to include Campus Town, Enclave by Shea Homes, and the Grand Hyatt Seaside Resort. They also perform plan review for projects in other cities for MCWD. Schaaf and Wheeler prepared the latest storm water master plan and other water resources projects for the City of Seaside. They are very familiar with the water, sewer, and storm drain systems in the Monterey Bay Area. The Engineering Division is trying to complete several key water resources master plans and capital projects this fiscal year, and Andrew will be an asset in helping move them forward.

The City entered into a Professional Services Agreement (PSA) with Schaaf and Wheeler for staff support including Acting City Engineer services in the amount of \$24,900.00. Andrew Sterbenz has been providing support under that contract since November 2022. There is a need for Andrew to continue to provide support to the City of Seaside until Engineering positions are filled and, or while the Public Works Director/ City Engineer is absent. Schaaf and Wheeler provided a proposal to continue to provide support through April 2023 for around the same number of hours a week he is currently providing services. The proposal is for an amount not to exceed \$52,000.00, billed on a time and materials basis. Staff reviewed the scope of work and fee of the proposal and determined they are reasonable.

Staff recommends the City Council adopt a resolution (attachment 1) authorizing the City Manager to execute an Amendment to the Professional Services Agreement (attachment 2) with Schaaf and Wheeler for an amount to exceed \$52,000.00, with a total Professional Services Agreement amount of \$76,900.00.

FISCAL IMPACT

There is no fiscal impact to the Amendment to the Professional Services Agreement with Schaaf and Wheeler for staff support including Acting City Engineer services. There is salary savings from the Senior Civil Engineer positions being vacant for a year and half. The PSA and amendment to the PSA with Schaaf and Wheeler will be paid from salary savings. Funds from the salary account will be transferred into the Engineering Consultant account (No. 100-8910-1030) to pay for services under the PSA and Amendment to the PSA.

ATTACHMENTS

1. Resolution
 2. PSA Amendment
-

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, reading "Jaime M. Fontes", is positioned above a horizontal line. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Jaime M. Fontes, City Manager

RESOLUTION NO. 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH SCHAAF AND WHEELER TO PROVIDE STAFF SUPPORT INCLUDING ACTING CITY ENGINEER SERVICES FOR AN AMOUNT NOT TO EXCEED \$52,000.00.

WHEREAS, Engineering has vacancies in two Senior Civil Engineer positions that provide management and oversight over capital improvement projects, development projects, and Engineering staff production; and

WHEREAS, the City has commenced with recruitment to fill the Senior Civil Engineer positions; and

WHEREAS, an Assistant Public Works Director position is also being considered for inclusion in the Public Works Department to support the Public Works Director/ City Engineer with management of staff and to fill in as the City Engineer when the Public Works Director/ City Engineer is absent; and

WHEREAS, Staff has identified one consultant, Andrew Sterbenz with Schaaf and Wheeler, in particular that has the unique combination of skills, knowledge, and abilities that are directly aligned to the needs of the City of Seaside to provide senior level staff support including Acting City Engineer services; and

WHEREAS, the City Manager approved a Professional Services Agreement (PSA) with Schaaf and Wheeler in the amount of \$24,900.00 for staff support including Acting City Engineer support services; and

WHEREAS, there is a need for Andrew Sterbenz to continue to provide support to the City of Seaside until Engineering positions are filled and, or while the Public Works Director/ City Engineer is absent; and

WHEREAS, Schaaf and Wheeler submitted a proposal to continue to provide staff support including Acting City Engineer services through April 2023 for an amount not to exceed \$52,000.00; and

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

WHEREAS, there is salary savings from unfilled Senior Civil Engineer positions to fund the Schaaf and Wheeler PSA and Amendment to the PSA; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute an Amendment to the Professional Services Agreement with Schaaf and Wheeler to continue to provide staff support including Acting City Engineer services for an amount not to exceed \$52,000.00, and total Professional Services Agreement amount of \$76,900.00.

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside authorizes the Finance Director to make a budget transfer from the Engineering salary account to the Engineering Consultant account (No. 100-8910-1030) from which the Schaaf and Wheeler PSA and Amendment to the PSA will be paid.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 5th day of January, 2023 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
DESIGN PROFESSIONAL SERVICES AGREEMENT
STAFF SUPPORT INCLUDING ACTING CITY MANAGER
City of Seaside

Date: December 28, 2022

Change Requested by: X City Consultant

Contract Date

December 21, 2022

Project Name

Staff Support Including Acting City Engineer

To (Consultant): Schaaf & Wheeler, a corporation

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 A-1**, 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 A-1**.

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 A-1**, 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 **SEVENTY SIX THOUSAND NINE HUNDRED DOLLARS (\$76,900)** 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 CCO)	This CCO Total	Revised Contract Amount
\$24,900	\$0	\$52,000	\$76,900
Original Contract Time	Original Completion Date	CCO Time To Date (Including This CCO)	Revised Completion Date
6 Months	June 30, 2023	0	June 30, 2023

***** SIGNATURES ON NEXT PAGE *****

**CONTRACT AMENDMENT #1
DESIGN PROFESSIONAL SERVICES AGREEMENT
STAFF SUPPORT INCLUDING ACTING CITY MANAGER
City of Seaside**

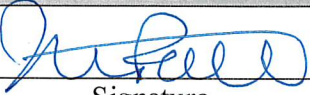
SUBMITTED BY:		
	Nisha Patel City Engineer / Public Works Director	12-28-22
Signature	Name and Title	Date
CITY APPROVAL BY:		
	Jaime Fontes City Manager	
Signature	Name and Title	Date
CONSULTANT ACCEPTANCE BY:		
	Andrew A. Sterbenz, P.E Vice President	12-29-2022
Signature	Name and Title	Date

EXHIBIT A-1

Schaaf & Wheeler CONSULTING CIVIL ENGINEERS

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

December 14, 2022

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

Subject: Request for Amendment to the Staff Support Contract

Dear Nisha,

This letter is to request additional budget for the Staff Support/Acting City Engineer contract. Due to scheduling changes, you have requested that this support extend through the end of April 2023, which is an addition of three months. The anticipated level of effort is 16 hours per week, divided between project and department management activities.

Our scope of work is attached. Our estimated fee for this work is \$52,000. Costs will be billed on a time and materials basis, with a not-to-exceed limit. Our 2023 charge rate schedule is attached. Should other design or modeling services be requested, we will submit a separate scope and fee proposal for the City to approved and contract separately.

We thank you for this opportunity to provide Staff Augmentation Services. Should you need any further information, please feel free to contact me at (831) 883-4848 or asterbenz@swwsv.com.

Sincerely,
Schaaf & Wheeler



Andrew A. Sterbenz, PE
Vice President, License C 69703

City of Seaside, Acting City Engineer

Schaaf & Wheeler will provide Andrew Sterbenz, PE, to provide senior management staff augmentation support and acting City Engineer services. The anticipated period of service is from November 21, 2022 to April 30, 2023, with several transition meetings before and after that period. Services during that period may include, but are not limited to, the following:

1. Attend City Council and SCSD Board meetings, make presentations on engineering issues, petition for acceptance of projects, and respond to council member questions
2. Manage the City's Capital Improvements Program, to include scheduling and budgeting capital work items
3. Review and approve construction documents for City capital improvements
4. Coordinate with Developers, to include attending project meetings and responding to Developer requests for information
5. Coordinate with in-city service providers, as needed (Cal-Am, MCWD, POM, PG&E)
6. Manage City engineering staff, to include running routine meetings, reviewing work assignments and approving routine items (i.e., timecards and vacation requests)

The effort will be a mix of in-office (City Hall) and remote (S&W office) time. Mr. Sterbenz will be at the City's offices not less than 4-hours per week.

Assumptions:

1. The City Engineer's absence will not be long enough to require any significant personnel management actions (i.e., no performance reviews)

EXHIBIT A-1

Schaaf & Wheeler CONSULTING CIVIL ENGINEERS

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

Hourly Charge Rate Schedule

Personnel Charges

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

Current rates by classification are listed below:

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

Litigation Charges

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

Materials and Services

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

Effective 1/1/23



CITY OF SEASIDE STAFF REPORT

Item No.: 8.L.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Sheri Damon, City Attorney

DATE: January 5, 2023

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CALIFORNIA-AMERICAN WATER COMPANY REGARDING USE OF STORED WATER CREDITS FOR ASCENT BROADWAY PROJECT AND TO REVISE THE REIMBURSEMENT AGREEMENT WITH CRUACHAN CAPITAL

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute an agreement with California-American Water Company with City Attorney concurrence as to final language and to revise the reimbursement agreement with the Ascent Broadway Project's developers regarding the acquisition of water credits.

BACKGROUND

The Ascent Broadway project is one that the City approved approximately four years ago and, when built, will provide 106 residential units and approximately 5,000 square feet of neighborhood commercial. The project has been stalled primarily by the Regional Water Quality Control Board order 95-10 which prohibits California American Water from serving parcels where there is new increased development without having identified an additional water supply. In June, this Council approved a Reimbursement Agreement with the Developer to extend the Seaside Municipal Water System to serve this property during the period that Cal Am is subject to the water moratorium. Since that time, the City Council also approved an approximately \$7.5 million capacity fee to Marina Coast Water District in order to bring recycled water to the golf course for the In-Lieu Storage Program, which allows Seaside to accrue water storage credits for the recycled water placed on our golf course. The City and Developer will amend the Reimbursement Agreement to include the cost recovery of the water credits necessary for CalAm to set the new meter and to serve the project. The Agreement with CalAm

does provide for a return of the water credits should the water moratorium be lifted. The anticipated cost to the Developer for the water credit costs is anticipated to be substantially lower than the \$1.5 million to build a new Seaside Municipal pipeline for the demand of 13AFY. The Agreement with CalAm will need additional approvals from the Seaside Basin Watermaster, but provides a vehicle for CalAm to timely serve the Ascent project.

FISCAL IMPACT

Neutral to beneficial upon the successful completion of the Ascent project.

ATTACHMENTS

1. Resolution - CalAm Water Agreement
 2. Exh A- Draft Ascent Broadway Project Agreement
-

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.

Jaime M. Fontes, City Manager

RESOLUTION NO. 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CALIFORNIA-AMERICAN WATER COMPANY REGARDING USE OF STORED WATER CREDITS FOR ASCENT BROADWAY PROJECT AND TO AMEND THE REIMBURSEMENT AGREEMENT WITH ASCENT BROADWAY PROJECT DEVELOPERS

WHEREAS, the City approved the mixed-use Ascent project on or about March 2020 to construct 106 residential units with 16 deed restricted low income units and approximately 5,000 square feet of neighborhood commercial with a water demand of approximately thirteen (13) acre feet per year; and

WHEREAS, the Ascent project is located within a tax-qualified Opportunity Zone which is afforded to certain census tracts in disadvantaged communities; and

WHEREAS, due to the Regional Water Quality Control Board Order 95-10 (water moratorium) California American is unable to serve the Ascent project without an additional water supply identified; and

WHEREAS, the Developer has obtained from the MPWMD water release and upsize meter permits to allow water service to the project based upon Seaside's allocation of water to the project and historical water use on the property; and

WHEREAS, on or about July 16, 2022, the City Council authorized the Seaside Municipal Water Company to extend and provide water to the Ascent project and authorized the City Manager to enter into and accept a reimbursement agreement with the Ascent Broadway Project developers for reimbursement of up to \$1.5 million for the extension pipeline project costs; and

WHEREAS, Seaside and the Watermaster have entered into an Agreement for Storage and Recovery of Non-Native Water from the Seaside Groundwater Basin, dated February 5, 2020 pursuant to which Seaside is authorized to store water in the Basin resulting from the substitution of recycled water obtained from the Pure Water Monterey Project for irrigation of Seaside's Golf Courses in lieu of the use of approximately 450 acre-feet per year of groundwater from the Basin; and

WHEREAS, pursuant to the Storage and Recovery Agreement, Seaside anticipates that it will have sufficient Carryover and Stored Water Credits available to transfer Cal Am to serve the Ascent Broadway Project; and

WHEREAS, on or about August, 2022, the City Council authorized the payment of the capacity fee to Marina Coast Water District to deliver recycled water to the golf course and that water delivery has begun and water credits are beginning to accrue; and

WHEREAS, Cal-Am is willing to serve the Ascent Broadway Project upon receipt of the City's In-Lieu Water Storage Credits as outlined in the agreement; and

WHEREAS, the Developer has agreed to reimburse the City the cost of the water credits and will amend the Reimbursement Agreement to reflect this water solution to allow the project to proceed; and

WHEREAS, the Ascent project when built will provide needed housing and business opportunities and will increase the property tax revenues to the City in the long term.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby authorize the City Manager to execute an agreement with California-American Water Company, in substantially the form as attached as Exhibit A, as finally approved by the City Attorney, and to revise and execute the Reimbursement Agreement with the Ascent Broadway Project's developers regarding the acquisition of water credits.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Seaside, duly held on the 5th day of January, 2023, 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

**AGREEMENT REGARDING
USE OF STORED WATER CREDITS FOR ASCENT BROADWAY PROJECT**

This Agreement Regarding Use of Stored Water Credits for Ascent Broadway Project (“**Agreement**”) made by and between the City of Seaside, a California general law city (“**Seaside**”), and California-American Water Company, a California corporation (“**Cal Am**”), hereinafter individually a “**Party**,” and collectively, the “**Parties**,” is entered into with respect to the following:

WHEREAS, Cal Am, a public utility regulated by the California Public Utilities Commission (“**CPUC**”), owns and operates wells and infrastructure and a water distribution system which serves properties located within the Seaside Basin (“**Basin**”) and generally on the Monterey Peninsula;

WHEREAS, Seaside, a general law city located in the County of Monterey, owns and operates the Seaside Municipal Water System and the Bayonet and Blackhorse golf courses (“**Golf Courses**”) which overlie the Basin;

WHEREAS, the Seaside Basin Groundwater Master (“**Watermaster**”) was created by the decision, as amended, entered in the case, *California-American Water Company v. City of Seaside, et al.* Monterey County Superior Court Case No. M66343, filed February 9, 2007 (the “**Decision**”), and this Decision was made for the purposes of the managing and protecting the Basin for the benefit of the businesses, individuals and public agencies that overlie or extract groundwater from the Basin;

WHEREAS, Seaside and the Watermaster have entered into an Agreement for Storage and Recovery of Non-Native Water from the Seaside Groundwater Basin, dated February 5, 2020 (the “**Storage and Recovery Agreement**”) pursuant to which Seaside is authorized to store water in the Basin resulting from the substitution of recycled water obtained from the Pure Water Monterey Project (“**Recycled Water**”) for irrigation of Seaside’s Golf Courses in lieu of the use of approximately 450 acre-feet (“**af**”) per year of groundwater from the Basin (the “**In Lieu Project**”);

WHEREAS, pursuant to the Storage and Recovery Agreement, Seaside anticipates that it will have sufficient Carryover and Stored Water Credits (“**Stored Water Credits**”) available to transfer Cal Am to serve the Ascent Broadway Project, a proposed mixed-use development including affordable housing at the corner of Broadway Avenue and Terrance Street in Seaside, with an anticipated water usage of approximately thirteen (13) af per year;

WHEREAS, the Ascent Broadway Project is located within Seaside’s city boundaries and in Cal Am’s service area as approved by the CPUC and Cal Am desires to serve the Ascent Broadway Project; and

WHEREAS, the Parties enter into this Agreement: (1) to make clear that they intend to comply with the terms of the Decision, and any subsequent order of the court in said case; (2) to

ensure operationally that sufficient Stored Water Credits are established and transferred to Cal Am for the benefit of the Ascent Broadway Project in advance of the demand for such water; (3) to provide assurance (in addition to accounting and reporting requirements) that there will be no temporal or other impact on waters produced or stored from other sources, including, without limitation, the Carmel River; and (4) to confirm that Cal Am will provide water service to the Ascent Broadway Project pursuant to the rules, regulations, and tariffs of the CPUC, and in accordance with all applicable federal, state and local laws, regulations, rules, ordinances and restrictions, including those of the Monterey Peninsula Water Management District (“MPWMD”) and including any order of the California State Water Resources Control Board (“SWRCB”) that may be issued prior to the date service is initiated.

NOW THEREFORE, the Parties agree as follows:

1. Transfer of Stored Water Credits. Seaside agrees to transfer certain Stored Water Credits to Cal Am, at no charge, for delivery to and use on the Ascent Broadway Project in accordance with the following schedule.

- a. At least thirty (30) calendar days prior to the setting of a meter for the Ascent Broadway Project, Seaside shall have transferred a minimum of thirty-nine (39) af of Stored Water Credits to Cal Am.
- b. No later than one (1) year following the setting of the meter for the Ascent Broadway Project, Seaside shall have transferred a cumulative total amount of One-Hundred Thirty (130) af of Stored Water Credits generated from the In Lieu Project to Cal Am.
- c. No later than five years following the Effective Date of this Agreement, Seaside shall have transferred an additional One-Hundred Thirty (130) af of Stored Water Credits generated from the In Lieu Project to Cal Am, for a cumulative total of Two-Hundred Sixty (260) af.
- d. By July 15 each year, the Parties shall confirm in writing the total amount of Stored Water Credits transferred to Cal Am for the Ascent Broadway Project that remains available for Extraction. If the remaining amount of water available for Extraction is below thirty-nine (39) af or three (3) times the average yearly water usage by the Ascent Broadway Project calculated based on water usage over the past five (5) years, whichever is greater (“**Minimum Requirement**”), Seaside will (i) transfer additional Stored Water Credits, if available, to Cal Am to meet the Minimum Requirement or (ii) lease an equivalent amount of Seaside’s Standard Production Allocation to Cal Am for delivery to and use by the Ascent Broadway Project. In the event Seaside is exceeding its Standard Production Allocation and cannot otherwise comply with Decision, Seaside shall convert a portion of its Alternative Production Allocation to Standard Production Allocation and lease the amount of Standard Production Allocation to Cal Am necessary to meet the Minimum Requirement.

2. Recovery Location. Cal Am will extract the stored water from the Seaside Basin, so long as the recovery of stored water from the replacement well does not cause any “Material Injury,” as such term is defined in the Storage and Recovery Agreement, to the Basin. Seaside shall be responsible for obtaining any necessary approvals from the Watermaster for the recovery location provided in this Agreement.

3. Accounting and Reporting. Seaside understands and agrees, and will so instruct the Watermaster, that under no circumstances shall Cal Am’s use of Stored Water Credits or any allocation rights pursuant to this Agreement be deducted from Cal Am’s production rights under the Decision. Seaside will provide Cal Am with a copy of its monthly Recycled Water reports at the same time Seaside provides such reports to the Watermaster. In addition to other information required by the Storage and Recovery Agreement, Seaside’s Recycled Water Reports shall include:

- a. The quantity of Recycled Water delivered to and used by Seaside to irrigate the In Lieu Project during the reporting period.
- b. The quantity of Stored Water Credits generated by the In Lieu Project during the reporting period transferred by Seaside to Cal Am to serve the Ascent Broadway Project.
- c. The quantity of Stored Water Credits generated by the In Lieu Project during the term of this Agreement transferred by Seaside to Cal Am to serve the Ascent Broadway Project and remaining amount available for Extraction.

4. Terms of Service. Service to the Ascent Broadway Project pursuant to this Agreement shall be subject to all of Cal Am’s tariffs as authorized by the CPUC, including the conditions of and the rates charged for service.

5. Interpretation. The Parties intend that any production, export, delivery, or use of water pursuant to this Agreement shall be in accordance and consistent with the Decision and that nothing in this Agreement shall be construed to require either Party to violate the terms of the Decision. Further, nothing in this Agreement shall be construed to prohibit the “mixing of molecules” from different sources or supplies of water, which is a practice recognized and allowed by California law and by the Decision, as clarified by the Monterey Court on April 29, 2009, and memorialized in the court’s May 11, 2009, Order.

6. Conditions Precedent. The application of this Agreement to the Ascent Broadway Project shall be conditional on all of the following:

- a. Compliance with Section 9.0 of the *Rules and Regulations of the Seaside Groundwater Basin Watermaster* as it may be amended from time to time with respect to the assignment or transfer to Cal Am of a portion of Seaside’s Stored Water Credits or production allocation as stated in this Agreement. Seaside shall confirm whether the Watermaster will require such notice prior to the transfer of the Stored Water Credits to Cal Am.
- b. Approval of any necessary permits or permit amendments as necessary to effectuate the purposes of this Agreement.

- c. Acceptance and approval by Cal Am of any conditions restricting or regulating Cal Am water systems operations imposed by the issuance of any permit or permit amendments as necessary to effectuate the purposes of this Agreement.
- d. Ascent Broadway Project has received all necessary permits and approvals, and satisfied all conditions of approval, to commence water service.

7. Cooperation. Seaside and Cal Am mutually agree to provide such notification and cooperation to one another as may be necessary to achieve the purposes and implementation of this Agreement. The Parties shall provide further assurances in writing or other documentation as necessary in order to achieve the purposes and implementation of this Agreement.

8. Term.

- a. Subject to Section 6, Conditions Precedent, this Agreement shall become effective on the date it has been executed by both Parties (“**Effective Date**”) and continue until SWRCB Cease and Desist Order WR 95-10, 2009-006 and 2016-0016, as they may be amended from time to time, are lifted and it is no longer necessary for Cal Am to utilize the Stored Water Credit or allocation rights as provided in this Agreement (“**Expiration Date**”).
- b. Following the Expiration Date of this Agreement, Cal Am will transfer back to Seaside any unused Stored Water Credits or other allocation rights that Cal Am received from Seaside pursuant to this Agreement.

9. Termination. This Agreement may be terminated upon mutual written agreement of the Parties. Further, Cal Am may terminate this Agreement if ordered to do so by the CPUC.

10. Indemnification. To the fullest extent permitted by law, Seaside shall defend, indemnify and hold harmless Cal Am and its directors, officers, employees, agents, affiliated companies, and each and any of them (individually an “**Indemnified Party**” and collectively “**Indemnified Parties**”) from and against all claims, damages, losses and expenses, direct, indirect or consequential arising out of, resulting from, or related in any way to (i) the entering into, making, or performance of this Agreement; or (ii) any governmental or regulatory approval related to implementation or performance of this Agreement (individually an “**Indemnified Claim**” and collectively “**Indemnified Claims**”). Seaside’s obligation to indemnify applies regardless of whether a liability is caused or contributed to by any act or omission of an Indemnified Party unless it is finally adjudicated that the liability is a result of the sole active negligence or sole willful misconduct of an Indemnified Party. The indemnification includes any damages, fees and/or costs awarded against an Indemnified Party, and costs of suit, attorney’s fees, and other costs, liabilities and expenses incurred by an Indemnified Party in connection with an Indemnified Claim, including any costs incurred as a result of an indemnification obligation imposed by a governmental or regulatory entity as part of an approval process. It is expressly understood and agreed that this Section will survive termination of this Agreement.

11. Indemnification. To the fullest extent permitted by law, Cal Am shall defend, indemnify and hold harmless Seaside and its directors, officers, employees, agents, affiliated companies, and

each and any of them (individually an “**Indemnified Party**” and collectively “**Indemnified Parties**”) from and against all claims, damages, losses and expenses, direct, indirect or consequential arising out of, resulting from, or related in any way to (i) the entering into, making, or performance of this Agreement; or (ii) any governmental or regulatory approval related to implementation or performance of this Agreement (individually an “**Indemnified Claim**” and collectively “**Indemnified Claims**”). Cal Am’s obligation to indemnify applies regardless of whether a liability is caused or contributed to by any act or omission of an Indemnified Party unless it is finally adjudicated that the liability is a result of the sole active negligence or sole willful misconduct of an Indemnified Party. The indemnification includes any damages, fees and/or costs awarded against an Indemnified Party, and costs of suit, attorney’s fees, and other costs, liabilities and expenses incurred by an Indemnified Party in connection with an Indemnified Claim, including any costs incurred as a result of an indemnification obligation imposed by a governmental or regulatory entity as part of an approval process. It is expressly understood and agreed that this Section will survive termination of this Agreement.

12. Successors and Assigns. This Agreement, and all the terms and conditions hereof, shall apply to and bind the successors and assigns of the respective parties hereto; provided that the Seaside shall not assign its rights or delegate its obligations hereunder without the prior written consent of Cal Am, which may be given or withheld in Cal Am’s sole and absolute discretion.

13. Notices. Any notice, consent, approval or disapproval to be given or other document to be delivered by any Party to the others hereunder may be delivered in person to the addressee identified below, or may be delivered by Federal Express, other private commercial delivery or courier service for next business day delivery, or may be deposited in the United States mail, duly certified or registered, return receipt requested, with postage prepaid, and addressed to the Party for whom intended, as follows:

If to Cal Am:	California American Water Attn: Director of Operations, Coastal Division 511 Forest Lodge Road, Suite 100 Pacific Grove, CA 93950
---------------	--

If to Seaside:	City of Seaside Attn: City Manager 440 Harcourt Avenue Seaside, CA 93955
----------------	---

w/ Email Copy to cityattorney@ci.seaside.ca.us

Any Party hereto may from time-to-time, by written notice to the others, designate a different address or person which shall be substituted for the one above specified. Any notice shall be deemed served or delivered upon actual receipt or first attempted delivery (as shown by the records of the U.S. Postal Service or private delivery service) at the address listed above.

14. Legal Fees, Costs. Except as otherwise provided, all legal consulting and advisory fees and other costs and expenses incurred in connection with this Agreement are to be paid by the Party

incurring such costs and expenses.

15. Waiver, Modification or Amendment. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of the Parties. Any such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition does not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

16. Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that: (i) such Party is duly organized and existing; (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party; and (iii) by so executing this Agreement such Party is formally bound to the provisions of this Agreement.

17. Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall be deemed to constitute one and the same instrument. This Agreement may be executed by signatures transmitted by facsimile or electronically, including by e-mail or DocuSign, and any such electronically transmitted signature shall be as valid as an original ink signature.

18. Governing Law; Interpretation; Disputes.

- a. The Agreement and the rights and obligations of the Parties are governed by and construction and interpreted in accordance with the laws of the State of California, without regard to choice or conflict of law rules.
- b. Headings used in this Agreement are for convenience only and are not to be used in the construction or interpretation of this Agreement.
- c. It is agreed and understood by the Parties hereto that this Agreement has been arrived at through negotiation and that no party is deemed the Party which prepared this Agreement within the meaning of Civil Code §1654. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Agreement.
- d. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.
- e. If any dispute under this Agreement arises, the Parties shall first meet and confer in a good faith attempt to resolve the matter between themselves prior to seeking recourse in a court of law.
- f. The Parties agree that in the event of litigation, exclusive venue shall be, in Monterey County, California.

- g. In the event of any legal action or other proceeding between the Parties regarding this Agreement (an “**Action**”), the prevailing Party or Parties shall be entitled to the payment by the losing Party or Parties of the prevailing Party’s reasonable attorney’s fees, court costs and litigation expenses, as determined by the court. The right to attorney’s fees and costs pursuant to this paragraph shall extend to fees and costs incurred for the post judgment collection of any sums due and to fees and costs incurred on appeal of any judgment made by a court of competent jurisdiction.
19. No Third-Party Beneficiaries. This Agreement is made and entered into solely for the benefit of Seaside and Cal Am and no other person shall have any right of action under or by reason of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

20. Entire Agreement. This Agreement constitutes the entire and complete agreement between the Parties regarding the subject matter hereof, and supersedes all prior or contemporaneous negotiations, understandings or agreements of the Parties, whether written or oral, with respect to such subject matter.

**CALIFORNIA-AMERICAN WATER
COMPANY**

Dated: _____

By: _____

Print Name and Title

CITY OF SEASIDE

Dated: _____

By: _____

Print Name and Title



CITY OF SEASIDE STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Roberta Greathouse, Human Resources Director/Risk Manager

DATE: January 5, 2023

SUBJECT: APPROVE AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM TO PROVIDE SECTION 20516 (EMPLOYEES SHARING ADDITIONAL COST) FOR LOCAL MISCELLEANOUS MEMBERS IN THE SEASIDE MANAGEMENT AND SUPERVISORY EMPLOYEES' ASSOCIATION, UNREPRESENTED EXECUTIVE MANAGERS, UNREPRESENTED CONFIDENTIAL EXEMPT EMPLOYEES, AND UNREPRESENTED UNCLASSIFIED EXEMPT EMPLOYEES, AND LOCAL SAFETY MEMBERS IN THE UNREPRESENTED EXECUTIVE MANAGERS GROUP (SECOND READING - ROLL CALL VOTE)

RECOMMENDATION

Adopt an Ordinance authorizing an amendment to the contract between the City of Seaside and the Board of Administration of the California Public Employees' Retirement System.

BACKGROUND

On August 18, 2022, the City Council approved the adoption of a new Memorandum of Understanding (MOU) with the Seaside Management and Supervisory Employees' Association and Listing of Benefits for the Unrepresented Confidential Exempt Employees and Unrepresented Unclassified Exempt Employees. On September 1, 2022, the Council approved a new Listing of Benefits for the Executive Managers. In those agreements, employees in the groups agreed to implement cost sharing for all members of the association. In order to implement the cost sharing provision of the MOU, the City is required to amend the contract with CalPERS.

Starting February 18, 2023, all members of the groups listed above will contribute 3%

of the City's contribution to CalPERS in addition to paying the employee contribution.

Plan	New City Contribution	New Employee Contribution
Safety Tier 1 3% @ 50	20.75%	12%
Safety "PEPRA" 2.7% @ 57	10.00	16%
Misc. Classic 2% @ 55	7.87%	10%
Misc. PEPRA 2% @ 62	4.47%	9.75%

The amendment of the contract with CalPERS requires several steps, including a secret ballot election by all affected employees. This election must be held following the adoption of the Resolution of Intention, and prior to the adoption of the Ordinance to amend the CalPERS contract.

IMPLEMENTATION SCHEDULE

CalPERS has provided the City the appropriate documents in order to implement the contract amendment in accordance with the following schedule:

December 1, 2022: Council adopts Resolution of Intent and Introduces Ordinance Amending PERS contract.

December 5 - 16, 2022: Secret Ballot Election Period

January 5, 2023: Council adopts the Ordinance Amending the PERS Contract

February 4, 2023: Ordinance Becomes Effective

February 18, 2023: Contract Amendment Becomes Effective

FISCAL IMPACT

The fiscal impact of this item is approximately \$4,900 for the remainder of the fiscal year, which is approximately \$13,000 annually.

ATTACHMENTS

1. Resolution of Intention
2. CalPERS Contract Amendment
3. Ordinance

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, reading "Jaime M. Fontes", is positioned above a horizontal line. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Jaime M. Fontes, City Manager

**RESOLUTION OF INTENTION
TO APPROVE AN AMENDMENT TO CONTRACT
BETWEEN THE
BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
AND THE
CITY COUNCIL
CITY OF SEASIDE**

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

To provide Section 20516 (Employees Sharing Additional Cost) of 3% for local miscellaneous members in the Seaside Management and Supervisory Employees' Association, Unrepresented Executive Managers group, Unrepresented Confidential Exempt Employees group, and Unrepresented Unclassified Exempt Employees group; and 3% for local safety members in the Unrepresented Executive Managers group.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the above agency does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as an "Exhibit" and by this reference made a part hereof.

By: _____
Presiding Officer

Title

Date adopted and approved



EXHIBIT

California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Seaside

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective January 1, 1957, and witnessed December 14, 1956, and as amended effective February 22, 1975, March 18, 1978, May 1, 1982, June 18, 1993, April 22, 1995, June 17, 2001, January 12, 2008, April 5, 2009, January 8, 2011, February 28, 2015, July 4, 2015, January 14, 2017, and April 8, 2017, which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 19 are hereby stricken from said contract as executed effective April 8, 2017, and hereby replaced by the following paragraphs numbered 1 through 19 inclusive:
 1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members and age 62 for new local miscellaneous members; age 50 for classic local fire members and for those classic local police members entering membership in the police classification on or prior to January 8, 2011, age 55 for classic local police members entering membership for the first time in the police classification after January 8, 2011, and age 57 for new local safety members.

2. Public Agency shall participate in the Public Employees' Retirement System from and after January 1, 1957, making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Local Fire Fighters (herein referred to as local safety members);
 - b. Local Police Officers (herein referred to as local safety members);
 - c. Employees other than local safety members (herein referred to as local miscellaneous members).
5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

NO ADDITIONAL EXCLUSIONS

6. Public Agency and the Seaside Fire District have agreed to a merger of their contracts, and this contract shall be a continuation of the benefits of the contract of the Seaside Fire District, pursuant to Section 20567.5 of the Government Code. Such merger is effective as of March 1, 1960. Legislation repealed said Section effective January 1, 1988.
7. Public Agency and the Seaside Redevelopment Agency have agreed to a merger of their contracts, and this contract shall be a continuation of the benefits of the contract of the Seaside Redevelopment Agency, pursuant to Section 20567.6 of the Government Code. Such merger is effective as of April 11, 1976. Public Agency, by this contract, assumes the assets and liabilities accumulated under the former contract of the Seaside Redevelopment Agency. Legislation repealed said Section effective January 1, 1988.
 - a. Service performed for the former agency prior to the effective date of this merger shall be subject to the terms and conditions of the former agency's contract as it was effect at that time. Service performed after the effective date of this merger shall be subject to the terms and conditions of this contract. For purposes of computing retirement allowances, separate calculations shall be made for service performed under each contract.
8. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).
9. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Full).
10. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local safety member entering membership in the safety classification on or prior to January 8, 2011, shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).
11. The percentage of final compensation to be provided for each year of credited current service as a classic local fire member entering membership for the first time in the fire classification after January 8, 2011, shall be determined in accordance with Section 21362 of said Retirement Law (2% at age 50 Full).

12. The percentage of final compensation to be provided for each year of credited current service as a classic local police member entering membership for the first time in the police classification after January 8, 2011, shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).
13. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2% at age 57 Full).
14. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 20042 (One-Year Final Compensation) for classic members only.
 - b. Section 20965 (Credit for Unused Sick Leave).
 - c. Section 21574 (Fourth Level of 1959 Survivor Benefits).
 - d. Section 20903 (Two Years Additional Service Credit).
 - e. Section 20475 (Different Level of Benefits): Section 21362 (2% @ 50 Full formula) is applicable to classic local fire members entering membership for the first time with this agency in the fire classification after January 8, 2011.

Section 21363.1 (3% @ Full formula) is applicable to classic local police members entering membership for the first time with this agency in the police classification after January 8, 2011.

- f. Section 20516 (Employees Sharing Additional Cost):

From and after February 28, 2015, and until July 4, 2015, 2% for local miscellaneous members and local police members in the Seaside Police Officers' Association.

From and after July 4, 2015, 3% for local miscellaneous members and local police members in the Seaside Police Officers' Association.

From and after January 14, 2017, 3% for local fire members in the Seaside Firefighters Association.

From and after April 8, 2017, 3% for local safety members in the Seaside Public Safety Managers Association.

From and after the effective date of this amendment to contract, 3% for local miscellaneous members in the Seaside Management and Supervisory Employees' Association.

From and after the effective date of this amendment to contract, 3% for local miscellaneous members in the Unrepresented Executive Managers group.

From and after the effective date of this amendment to contract, 3% for local miscellaneous members in the Unrepresented Confidential Exempt Employees group.

From and after the effective date of this amendment to contract, 3% for local miscellaneous members in the Unrepresented Unclassified Exempt Employees group.

From and after the effective date of this amendment to contract, 3% for local fire members in the Unrepresented Executive Managers group.

From and after the effective date of this amendment to contract, 3% for local police members in the Unrepresented Executive Managers group.

15. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on February 22, 1975. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
16. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
17. Public Agency shall also contribute to said Retirement System as follows:
 - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members and local safety members.
 - b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.

- c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
18. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
19. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF SEASIDE

BY _____
MELODY BENAVIDES, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY OF SEASIDE AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM.

The City Council of the City of Seaside does ordain as follows:

Section 1.

That an amendment to the contract between the City Council of the City of Seaside and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit, and by such reference made a part hereof as though herein set out in full.

Section 2.

The Mayor of the City Council is hereby authorized, empowered, and directed to execute said amendment for and on behalf of said Agency.

Section 3.

This Ordinance shall take effect 30 days after the date of its adoption, and prior to the expiration of 15 days from the passage thereof shall be published at least twice in the Monterey County Weekly, a newspaper of general circulation, published and circulated in the Monterey County and thenceforth and thereafter the same shall be in full force and effect.

ADOPTED AND APPROVED this _____ day of

_____, _____.

Ian N. Oglesby, Mayor
City of Seaside

Attest:

Dominique L. Davis, City Clerk
City of Seaside



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: January 5, 2023

SUBJECT: ADOPT A RESOLUTION APPROVING THE COMMUNITY SOCIAL SERVICES GRANT FUNDING RECOMMENDATIONS

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute contracts for the community social services grant program, and review and approve the community social services grant recommendations.

BACKGROUND

In 2020, the Council created the Community Social Services grant program and designated \$320,000 to enhance community and social services. In 2021, the council designated 1/3 of \$320,000 to new organizations / programs, recognizing the need to broaden the field of applicants so that newer organizations have an opportunity to be included for funding; and awarded an additional \$105,318 to fully fund the review committee recommendations. For fiscal year 2022/2023, the Council designated \$500,000 for the grant program, removing the 1/3 set aside designation.

The Application Process

The City of Seaside budgeted \$500,000 in the FY22/23 Adopted Budget for Community Social Services Grants designed to enhance community and social services. Staff distributed a Request for Proposals seeking proposals from public or private nonprofit organizations, including community-based organizations (CBO) and faith-based organizations serving Seaside residents. Grass-root organizations which were not officially recognized as non-profits were required to align with an established non-profit to apply. Applicants were urged to propose cost-effective projects that meet a significant and timely community need and/or impact a substantial number of individuals, and applicants were to propose a cash and/or in-kind match of at least 10%.

The Request for proposals opened on October 4, 2022 with a closure date of November 4, 2022. The deadline was extended until November 22, 2022, in order to answer applicant questions and to give enough time for resubmissions. CBO's who submitted by November 4 were asked to review the questions and answers and resubmit their applications. 14 applications were received by the November 22, 2022 deadline.

Community Based Funding Organization	Request	Program	Grant Proposal Link
Building Healthy Communities	\$100,000.00	Seaside Rising: Youth Leadership Academy	BHC RFP
Community Homeless Solutions	\$84,062.00	Central Coast Respite Center Support	Com. Homeless Sol. RFP
Community Human Services	\$100,000.00	Casa De Noche Buena Shelter Programming	CHS RFP
Community Partnership for Youth	\$100,000.00	Mentor Tutor Program	CPY RFP
International School of Monterey	\$97,958.00	Academic and Mental Health Program	ISM RFP
Meals on Wheels	\$50,000.00	Home Delivered Meals program	MOW RFP
Milpa	\$55,000.00	Seaside Garden Program	MILPA RFP
Palenke Arts	\$100,000.00	Operational Support	PAL. RFP
Road to Reality	\$65,000.00	Life Skills Programs	R2R RFP
SNIP Bus	\$43,500.00	12 mobile spay and neuter clinics	SNIP RFP
Sun Street Centers	\$50,000.00	Drug and Alcohol Prevention	SS RFP
The Village Project	\$100,000.00	Youth Violence Prevention & Therapeutic Services	TVP RFP
We Worship Collective	\$60,260.00	Summer Music Camp & backpack drive	WWC RFP
World Outreach Services	\$95,988.00	Kitchen Operations Support	WOS RFP
14 Applicants	\$1,101,778.00		

Five proposals were disqualified:

Community Based Organizations	Reason for Disqualification
Community Homeless Solutions	Missing Cover Letter

International School of Monterey
Meals on Wheels
Milpa
We Worship Collective

Missing 501c3 documentation
Missing 501c3 documentation
Missing 501c3 documentation
Missing 501c3 documentation from fiscal sponsor

After review by the City Attorney, two of the disqualified applications; Meals on Wheels and We Worship Collective, were allowed to continue in the review process. The non-profit status of We Worship Collective is acceptable for the requirements of the RFP and their submission is in line with past practices. Meals on Wheels is a verified non-profit organization and current Community Social Services grant recipient.

Selection Process

An ad-hoc committee of professionals, consisting of City staff, community and social service professionals, and community residents, were responsible for reviewing proposal applications. The selection committee was Hugh Smith, Jasmine Dolan, and Gayle Tier. The committee held its meeting on December 7, 2022, December 9, 2022, and December 20, 2022. Applicants made presentations to explain their proposal and answer questions from the committee. Every meeting was streamed live on YouTube and the written public comment received was reviewed by the committee members before and after each meeting.

Each organization had an opportunity to score 100 points maximum on their proposal. The following criteria were used to score each proposal:

- Demonstrated project need & target population (30 points);
- Quality of and need for the practice or program proposed (20 points),
- Evidence that the program or practices are effective (10points):
- Potential for maximum positive impact (20 points);
- Organization and staff experience and capabilities (10 points);
- Cost-effectiveness and funding match (10 points)

CSS Grant Review Panel Schedule

Meeting Date

December 7, 2022
December 9, 2022
December 20, 2022

Youtube Video Link

[Introductory Meeting](#)
[CBO Presentations](#)
[Final Meeting](#)

Committee Recommendations

Organizations were recommended for funding based on their ranking, and the

committee chose to fully fund those organizations, until allotted funds were exhausted. Based on the presentations, application review and average scores, the committee recommends the following organizations receive CSS grant funding:

Community Based Organization	Average Score	Recommended Award Amount
Meals on Wheels	95.00	\$50,000.00
Village Project	93.00	\$100,000.00
Community Partnership for Youth	92.00	\$100,000.00
Palenke Arts	89.00	\$100,000.00
Community Human Services	86.00	\$100,000.00
Sun Street Centers	82.00	\$50,000.00
6 CBO's		\$500,000.00

Successful applicants are required to submit quarterly reports to the City of Seaside. This includes descriptions of special events, significant activities, major accomplishments, and quantitative information on the number of service hours, participants served, people completing or leaving the program and other information as needed.

FISCAL IMPACT

\$500,000.00

Account #100-9250-4203

ATTACHMENTS

1. Applicant Scores
2. Resolution

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

Final Ranking Based on Average Scores

CBO	Submission Date	Submission time	Funding Request	Average Score
Meals on Wheels	11/10/2022	5:43 PM	50,000.00	95.00
Village Project	11/22/2022	9:53 AM	100,000.00	93.00
Community Partnership for Youth	11/22/2022	3:36 PM	100,000.00	92.00
Palenke Arts	11/18/2022	3:06 PM	100,000.00	89.00
Community Human Services	11/21/2022	4:22 PM	100,000.00	86.00
Sun Street Centers	11/15/2022	12:02 PM	50,000.00	82.00
World Out Reach Services	11/18/2022	12:30 PM	95,998.00	79.00
Road to Reality	11/22/2022	12:52 PM	65,000.00	78.00
Building Healthy Communities	11/22/2022	3:25 PM	100,000.00	75.00
SNIP Bus	1/17/2022	2:37 PM	43,500.00	74.00
We Worship Collective	11/21/2022	7:31 PM	60,260.00	67.00

Building Healthy Communities

Description of enhanced services	Demonstrated understanding of the problem	References and citations that the program or practices are evidence-based	Potential for an innovative community programs	Experience in serving community	Appropriateness of the budget relative to the level of effort	totals
27	18	8	18	9	10	90
18	13	5	13	6	7	62
18	15	8	17	8	7	73

Average Score

75

Community Human Services						
Description of enhanced services	Demonstrated understanding of the problem	References and citations that the program or practices are evidence-based	Potential for an innovative community programs	Experience in serving community	Appropriateness of the budget relative to the level of effort	totals
25	18	8	19	9	9	88
24	18	7	17	7	7	80
20	20	10	20	10	10	90

Average Score
86

Community Partnership for Youth						
Description of enhanced services	Demonstrated understanding of the problem	References and citations that the program or practices are evidence-based	Potential for an innovative community programs	Experience in serving community	Appropriateness of the budget relative to the level of effort	totals
24	17	8	18	9	10	86
30	20	9	18	9	6	92
28	20	10	20	10	10	98

Average Score
92

Meals on Wheels							
Description of enhanced services	Demonstrated understanding of the problem	References and citations that the program or practices are evidence-based	Potential for an innovative community programs	Experience in serving community	Appropriateness of the budget relative to the level of effort		totals
29	18	9	18	9	8		91
30	20	10	20	8	10		98
25	20	10	20	10	10		95

Average Score
95

Palenke Arts							
Description of enhanced services	Demonstrated understanding of the problem	References and citations that the program or practices are evidence-based	Potential for an innovative community programs	Experience in serving community	Appropriateness of the budget relative to the level of effort	totals	
25	18	9	18	9	10	89	
24	15	9	17	9	9	83	
24	20	10	20	10	10	94	

Average Score
89

Road to Reality						
Description of enhanced services	Demonstrated understanding of the problem	References and citations that the program or practices are evidence-based	Potential for an innovative community programs	Experience in serving community	Appropriateness of the budget relative to the level of effort	totals
26	16	8	16	8	6	80
25	18	8	20	8	9	88
18	14	4	20	5	6	67

Average Score
78

SNIP Bus

Description of enhanced services	Demonstrated understanding of the problem	References and citations that the program or practices are evidence- based	Potential for an innovative community programs	Experience in serving community	Appropriateness of the budget relative to the level of effort	totals
26	15	8	17	9	9	84
15	17	8	17	7	6	70
12	13	8	16	10	10	69

Average Score
74

Sun Street Centers						
Description of enhanced services	Demonstrated understanding of the problem	References and citations that the program or practices are evidence-based	Potential for an innovative community programs	Experience in serving community	Appropriateness of the budget relative to the level of effort	Totals
27	15	7	16	9	9	83
25	13	3	13	9	8	71
25	20	7	20	10	10	92

Average Score
82

The Village Project						
Description of enhanced services	Demonstrated understanding of the problem	References and citations that the program or practices are evidence-based	Potential for an innovative community programs	Experience in serving community	Appropriateness of the budget relative to the level of effort	totals
28	18	8	19	10	10	93
30	18	8	20	9	7	92
27	20	10	20	10	10	97

Average Score
93

We Worship Collective						
Description of enhanced services	Demonstrated understanding of the problem	References and citations that the program or practices are evidence-based	Potential for an innovative community programs	Experience in serving community	Appropriateness of the budget relative to the level of effort	totals
24	17	8	18	9	9	85
24	13	4	13	6	6	66
18	12	8	17	5	8	68

Average Score
67

World Outreach Services							
Description of enhanced services	Demonstrated understanding of the problem	References and citations that the program or practices are evidence-based	Potential for an innovative community programs	Experience in serving community	Appropriateness of the budget relative to the level of effort	totals	
25	18	7	18	9	9	9	86
25	7	8	17	9	9	9	75
24	20	6	13	6	8	8	77

Average Score
79

RESOLUTION NO. XX-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE COMMUNITY SOCIAL SERVICES GRANT PROGRAM TO FULLY FUND THE CITY COUNCIL'S FISCAL YEAR 2022/23 APPROPRIATIONS

WHEREAS, In 2020, Council created the Community Social Services grant program and designated \$320,000 to enhance community and social services; and

WHEREAS, On July 15, 2021, the council voted to designate 1/3 of \$320,000 to new organizations / programs, recognizing the need to broaden the field of applicants so that newer organizations have an opportunity to be included for funding; and

WHEREAS, For fiscal year 2022/2023, the Council designated 500,000 for the grant program, removing the 1/3 set aside designation.

WHEREAS, Staff distributed a Request for Proposals seeking proposals from public or private nonprofit organizations, including community-based organizations (CBO) and faith-based organizations serving Seaside residents. Grass-root organizations which were not officially recognized as non-profits were required to align with an established non-profit to apply; and

WHEREAS 14 proposals were received by the November 22, 2022 deadline and 11 were deemed eligible; and

WHEREAS, An ad-hoc committee of professionals, consisting of City staff, community and social service professionals, and community residents, were responsible for reviewing proposal applications; and

WHEREAS, Each organization had an opportunity to score 100 points maximum on their proposal. The following criteria was used to score each proposal: Demonstrated project need & target population (30 points); Quality of and need for the practice or program proposed (20 points), Evidence that the program or practices are effective (10points); Potential for maximum positive impact (20 points); Organization and staff experience and capabilities (10 points); Cost-effectiveness and funding match (10 points); and

WHEREAS, Six organizations were recommended for funding based on their ranking, and the committee chose to fully fund those organizations. Those organizations are:

Community Based Organization	Average Score	Awarded Amount
Meals on Wheels	95.00	\$50,000.00
Village Project	93.00	\$100,000.00
Community Partnership for Youth	92.00	\$100,000.00
Palenke Arts	89.00	\$100,000.00
Community Human Services	86.00	\$100,000.00
Sun Street Centers	82.00	\$50,000.00

WHEREAS, applicants are required to submit quarterly reports to the City of Seaside. This includes descriptions of special events, significant activities, and major accomplishments, and quantitative information on the number of service hours, participants served, people completing or leaving the program, and other information as needed; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside do hereby direct the City of Seaside City Manager to execute on behalf of the City Council, the Community Social Services program contracts not to exceed \$500,000.00

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 5th day of January 2023 by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney