



AGENDA

CITY OF SEASIDE

CITY COUNCIL/SUCCESSOR

AGENCY TO THE

REDEVELOPMENT AGENCY

REGULAR MEETING

440 HARCOURT AVE (COUNCIL CHAMBER)

Thursday, April 6, 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. VACCINATION UPDATE (FIRE CHIEF MARY GUTIERREZ)

B. SAN PABLO PEDESTRIAN BRIDGE PROJECT UPDATE (NISHA PATEL, PUBLIC WORKS DIRECTOR/ CITY ENGINEER)

C. CAPITAL IMPROVEMENT PROGRAM UPDATE (NISHA PATEL, PUBLIC WORKS DIRECTOR/ CITY ENGINEER)

D. INTRODUCTION TO THE POLICE DEPARTMENT'S "LIGHTS ON" PROGRAM (POLICE CHIEF, NICK BORGES)

E. CITYWIDE EVENTS AND COMMUNITY ANNOUNCEMENTS (RECREATION

8. CONSENT AGENDA

A. APPROVE A FEE WAIVER FROM BETHEL MISSIONARY BAPTIST CHURCH FOR THE USE OF THE LAGUNA GRANDE HALL AND KITCHEN FOR EARNIE MURRAY'S 90TH BIRTHDAY ON APRIL 15, 2023

RECOMMENDATION: Approve the fee waiver request from the Bethel Missionary Baptist Church for the use of Laguna Grande Hall and kitchen to hold Earnie Murray's 90th Birthday in the amount of \$872.50, the Organization to provide the City with the non-refundable portion of the deposit of \$98.25.

B. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH BUREAU VERITAS TECHNICAL ASSESSMENTS, LLC FOR THE CITY FACILITIES CONDITION ASSESSMENTS FOR AN AMOUNT NOT TO EXCEED \$91,209.58

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute a professional services agreement with Bureau Veritas Technical Assessments, LLC to conduct the City Facilities Condition Assessments for an amount not to exceed \$91,209.58.

C. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH WALLACE GROUP FOR DESIGN, CONSTRUCTION MANAGEMENT, AND INSPECTION SERVICES FOR THE BIKE SAFE GRATES PROJECT FOR AN AMOUNT NOT TO EXCEED \$196,626.00

RECOMMENDATION: Adopt a resolution authorizing a Professional Services Agreement with Wallace Group to design and provide construction management and inspection services for the Bike Safe Grates Project for an amount not to exceed \$196,626.00.

D. ADOPT A RESOLUTION APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE CLEAN CALIFORNIA LOCAL GRANT PROGRAM FOR CONSTRUCTION OF PART 2, PHASE 2 OF THE CUTINO PARK IMPROVEMENTS PROJECT

RECOMMENDATION: Adopt a resolution to apply for grant funds from the Clean California Local Grant Program for construction of Part 2, Phase 2 of the Cutino Park Improvement Projects.

E. ADOPT A RESOLUTION AUTHORIZING AN AGREEMENT WITH MONTEREY-SALINAS TRANSIT (MST) FOR REIMBURSEMENT OF COSTS TO DELIVER THE NOCHE BUENA STREET MST BUS STOP (BULB OUT PROJECT), AND AMENDING THE CAPITAL IMPROVEMENT PROGRAM TO INCLUDE THE PROJECT

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute

an agreement with Monterey-Salinas Transit (MST) for reimbursement of construction costs for bus stop improvements at the northwest corner of the intersection of Noche Buena Street and San Pablo Avenue and amending the Capital Improvement Program (CIP) to include the Noche Buena Street MST Bulb Out Project.

F. ADOPT A RESOLUTION AUTHORIZING AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICE AGREEMENT WITH WALLACE GROUP TO PROVIDE EXPANDED CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE FIRE STATION NO. 1 UPGRADES PROJECT FOR AN AMOUNT NOT TO EXCEED \$18,454.00

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute amendment no. 5 to the professional service agreement with Wallace Group to provide expanded construction management and inspection services for the Fire Station Upgrades Project for an amount not to exceed \$18,454.00.

G. ADOPT A RESOLUTION DECLARING THE CONSTRUCTION WORK AN EMERGENCY AND APPROVING AN AGREEMENT FOR CONTRACTOR SERVICES WITH PREMO ROOFING FOR THE FIRE STATION NO. 1 REROOF PROJECT FOR AN AMOUNT NOT TO EXCEED \$103,280.00

RECOMMENDATION: Adopt a resolution:

1. Declaring the re-roof project as an emergency because it is necessary to prevent danger to life and property;
2. Approving an Agreement for Contractor Services with Premo Roofing for the Fire Station No 1 Reroof Project for an amount not to exceed \$103,280.00;
3. Establishing a 20% contingency for a total project construction amount not to exceed \$123,936.00; and
4. Authorizing the City Manager to execute the Agreement for Contractor Services, and approve any extensions and change orders until completion of the project in accordance with the plans up to the total project construction amount.

H. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH SCHAAF & WHEELER FOR PREPARATION OF A STORM DRAIN MASTER PLAN FOR AN AMOUNT NOT TO EXCEED \$193,000.00

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute a professional service agreement with Schaaf & Wheeler for preparation of a Storm Drain Master Plan for an amount not to exceed \$193,000.00.

I. ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF CLEMENTINA AVENUE TO THROUGH TRAFFIC FROM DEL MONTE BOULEVARD TO THE ROUNDABOUT FOR THE WEATHER TECH RACEWAY LAGUNA SECA EVENT ON MAY 10, 2023

RECOMMENDATION: Adopt a resolution permitting the closure of Clementina Avenue to through traffic from Del Monte Boulevard to the Roundabout to ensure public safety during the Weather Tech Raceway Laguna Seca event on Wednesday, May 10, 2023.

J. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE

**AGREEMENT WITH HINDERLITER DE LLAMAS AND ASSOCIATES (HDL)
FOR UTILITY USER TAX PROGRAM ADMINISTRATION WITH A ONE YEAR
TERM AND TWO OPTIONAL ONE YEAR RENEWAL PERIODS FOR A TOTAL
THREE YEAR CONTRACT AMOUNT NOT TO EXCEED \$74,184.00**

RECOMMENDATION: Adopt a resolution authorizing a professional service agreement with HdL for Utility User Tax Program administration.

9. BUSINESS ITEMS

**A. DISCUSS AND CONSIDER THE POTENTIAL CENSURE OF COUNCIL
MEMBER ALEX MILLER FOR HIS FACEBOOK POST OF MARCH 17, 2023**

RECOMMENDATION: Discuss and consider the potential censure of Council member Alex Miller for his Facebook post of March 17, 2023.

**B. DISCUSS AND PROVIDE DIRECTION ON THE POTENTIAL UPDATE TO THE
CURRENT CODE OF CONDUCT AND ETHICS**

RECOMMENDATION: Direct City Manager and City Attorney to return with a proposed update to the current code of conduct for all public representatives (City Council, Boards and Commissions)

**C. APPROVE A FEE WAIVER FROM SARANGSAM PRISON MINISTRY FOR THE
USE OF THE LAGUNA GRANDE HALL AND KITCHEN FOR THEIR MUSIC
FESTIVAL ON OCTOBER 7, 2023**

RECOMMENDATION: Approve the fee waiver request from the Sarangsam Prison Ministry for the use of Laguna Grande Hall and kitchen to hold their Music Festival in the amount of \$1,553.85

**D. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER
INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH EVERYONE'S
HARVEST FOR THE OPERATION OF SEASIDE'S CERTIFIED FARMERS
MARKET YEAR ROUND FOR A NOT TO EXCEED AMOUNT OF \$24,600.00 A
YEAR FOR A TERM OF TWO YEARS**

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute an agreement with Everyone's Harvest to operate the Seaside Certified Farmer's Market on a year-round basis for a term of two years.

10. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

B. FOLLOW UP ON PREVIOUS REQUESTS

**11. CITY ATTORNEY, CITY MANAGER, CITY COUNCIL AND MAYOR
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.

12. 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 REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8

Property: Phase 1A Campus Town generally located West of General Jim Moore Blvd. and East of First Avenue and south of Lightfighter Drive (APN 031-151-054)
Approximately 22.52 Acres
Agency Negotiators: City Manager, et. al.
Negotiating Parties: City of Seaside and KB-Bakewell Seaside Venture LLC
Under Negotiation: Price, Terms of Payment or Both

B. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE SECTION 54956.9 - EXISTING LITIGATION

California Public Utilities Commission Proceeding Application 21-11-024
In the Matter of California-American Water Company to obtain approval of Amended and Restated Water Purchase Agreement

C. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE SECTION 54956.9 - POTENTIAL LITIGATION

Potential Litigation (3 Matters)

13. ADJOURNMENT

Next Regularly Scheduled Meeting:
April 20, 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.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.A.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: April 6, 2023

SUBJECT: APPROVE A FEE WAIVER FROM BETHEL MISSIONARY BAPTIST CHURCH FOR THE USE OF THE LAGUNA GRANDE HALL AND KITCHEN FOR EARNIE MURRAY'S 90TH BIRTHDAY ON APRIL 15, 2023

RECOMMENDATION

Approve the fee waiver request from the Bethel Missionary Baptist Church for the use of Laguna Grande Hall and kitchen to hold Earnie Murray's 90th Birthday in the amount of \$872.50, the Organization to provide the City with the non-refundable portion of the deposit of \$98.25.

BACKGROUND

The Bethel Missionary Baptist Church is requesting a fee waiver to help cover the cost associated with Earnie Murray's 90th Birthday in the Laguna Grande Hall at the Oldemeyer Center on Saturday, April 15, 2023, from 8:00 a.m. to 10:00 p.m.

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 \$98.25 to go towards the building maintenance fund.

FISCAL IMPACT

The approximate fees which are applicable to this request are:

Laguna Grande Hall & Kitchen Fee 14 Hours @ \$56.25	\$787.50
Insurance	\$ 85.00
<u>Deposit Non Refundable Portion</u>	<u>\$ 98.25</u>

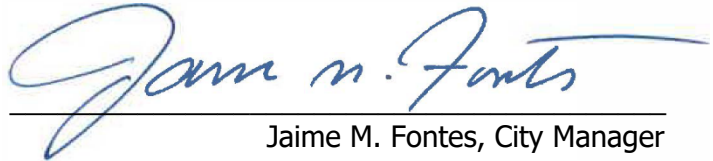
TOTAL**\$970.75**

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 \$872.50.

ATTACHMENTS

1. Fee Waiver Request - Bethel Missionary Baptist Church 2023
 2. Bethel Missionary Baptist Church 501 (c)(3)
-

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.

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: BMBC
Name of Applicant: Rev. H H Lusk Sr
Address: 390 Elm street City: Seaside State: CA
Phone: (831) 915-6002 Email: pastorlusk3bmbc@yahoo.com

EVENT INFORMATION:

Event Title: 90th B-Day
Event Description: Birthday
Event Date: April 15th Room(s) Requested: La Graciele Hall Kith
Time (including set-up): 2 pm - 7 pm Approximate Number of Guests: Set up 8:10 am

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: Help with Cost.

Have you received a Fee Waiver in the past? ☒ Yes, the event was on 3/23/22 ☐ No

What is your organization's tax identification number? 77-7011607

What percentage of your members or participants resides in Seaside? 90%

Is your organization based in Seaside? ☒ Yes ☐ No

Is your organization able to provide liability insurance? ☒ Yes ☐ No

Will alcohol be served or sold at your event? ☐ Yes ☒ No

Applicant Signature: [Signature]

Date: 3/21/23

(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 benefiting 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

Organization: Bethel Mission Baptist Church

Name of Applicant: Pastor H H Lusk

Address: 390 Elm Street City: Seaside CA Zip: 93955

Phone: (831) 915-6002 Email: pastorlusk3Bmbc@gbh.ca

Day of Event Contact Name and Phone: Camille (619) 715-0759

☒ Resident ☐ Non-Resident

EVENT INFORMATION:

Event Title: Earnie Murray's 90th Birthday

**Please attach invitation or flyer if available.*

Event Date: 4/15/23 Approximate Number of Guests: 150

Reservation Time: 8am - 10pm Event Time: 2pm - 7pm
**Laguna Grande Hall & Soper: Security guard(s) must be present for entire event time. See next page.*

Special Instructions: _____

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>Marcus Brown</u>			<i>*Alcohol is prohibited at youth oriented events</i>		

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)

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

Applicant Signature: _____

Date: 11/21/22

(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	\$819.00
(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 ½ Hour	\$38	\$47.50

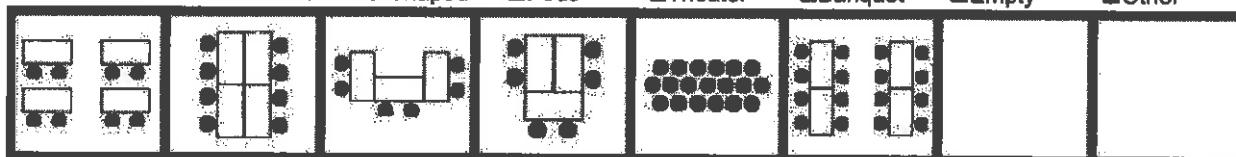
Non-Profit Rate: For Laguna Grande Hall, Seaside Community Center, and the Youth Education & Resource Center, non-profits may use the resident rate. For all other meeting rooms, non-profits may have up to 4 hours for \$37.00/\$47.00. Proof of 501(c)(3) required.

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





**SEASIDE
CALIFORNIA**

Facility Use Rental Request Form

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

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 Oldmeyer 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 cancellation, 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: CP

ROBERT C. KIRKWOOD, CHAIRMAN
STATE CONTROLLER
JOHN M. PEIRCE, VICE-CHAIRMAN
DIRECTOR OF FINANCE
PAUL R. LEAKE
CHAIRMAN, BOARD OF EDUCATION

APR 18 1956



JOHN J. CAMPBELL
EXECUTIVE OFFICER
1020 N STREET
SACRAMENTO 14

State of California
Franchise Tax Board

April 13, 1956

Bethel Missionary Baptist Church of Seaside
c/o Robison & Whittlesby
Attorneys at Law
P. O. Box 1686
Carmel-by-the-Sea, California

Gentlemen:

RE: Exemption From Franchise Tax

It is the opinion of this office, based upon the evidence presented, that you are exempt from State franchise tax under the provisions of Section 23701d of the Revenue and Taxation Code, as it is shown that you are organized and operated exclusively as a Church.

Accordingly, you will not be required to file franchise tax returns unless you change the character of your organization, the purposes for which you were organized, or your method of operation. You are, however, required to file Form FT-99 on or before March 15th of each year and further you are required to report any changes in the character of your organization, the purposes for which it was organized or in its method of operation.

Contributions made to you are deductible by the donors in arriving at their taxable net income in the manner and to the extent provided by Section 17214, 17215, 17216 and 24357 of the Revenue and Taxation Code.

If the organization is not yet incorporated or has not yet qualified to do business in California, this approval will expire within thirty days unless incorporation or qualification is completed within such period.

Very truly yours

FRANCHISE TAX BOARD
John J. Campbell
Executive Officer

By *C. M. Gray*
C. M. Gray
Assistant Counsel

CMG:rb
cc - Secretary of State

D*



State of California

OFFICE OF THE SECRETARY OF STATE

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

DEC 2 - 1981



March Fong Eu

Secretary of State

ENDORSED
FILED

In the office of the Secretary of State
of the State of California

NOV 20 1981

MARCH FONG EU, Secretary of State
By JAMES E. HARRIS
Deputy

CERTIFICATE OF AMENDMENT OF
ARTICLES OF INCORPORATION
OF

BETHEL MISSIONARY BAPTIST CHURCH OF SEASIDE

Rev. H.E. Lusk & Dorothy Hill certify that:

1. We are the Chairman of the Board and the secretary, respectively, of Bethel Missionary Baptist Church of Seaside, a California corporation.
2. The Articles of Incorporation of Bethel Missionary Baptist Church of Seaside shall be amended to read as hereinafter set forth in full:

ARTICLES OF INCORPORATION

OF

BETHEL MISSIONARY BAPTIST CHURCH OF SEASIDE

I

The name of this corporation is Bethel Missionary Baptist Church of Seaside.

II

- A. This corporation is a religious corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Religious Corporation Law exclusively for religious purposes.
- B. The specific purpose of this corporation is to organize a congregation whose members profess the Christian faith and religion, specifically that practiced and taught by the Missionary Baptist Church.

III

This corporation elects to be governed by all of the provisions of the Nonprofit Corporation Law effective January 1, 1980, not otherwise applicable to it under Part 5 thereof.

IV

- A. This corporation is organized and operated exclusively for religious purposes within the meaning

Declaration

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing Certificate of Amendment of Articles of Incorporation are true of his or her own knowledge and that this declaration was executed 2 Nov - , 1981, at Seaside, California.

Rev. H.H. Lusk
Chairman of the Board

Dorothy Hill
Secretary



CITY OF SEASIDE STAFF REPORT

Item No.: 8.B.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer
Kirstin van Gend, Administrative Analyst II

DATE: April 6, 2023

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL
SERVICE AGREEMENT WITH BUREAU VERITAS TECHNICAL
ASSESSMENTS, LLC FOR THE CITY FACILITIES CONDITION
ASSESSMENTS FOR AN AMOUNT NOT TO EXCEED \$91,209.58**

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute a professional services agreement with Bureau Veritas Technical Assessments, LLC to conduct the City Facilities Condition Assessments for an amount not to exceed \$91,209.58.

BACKGROUND

The City Facilities Condition Assessments is a Capital Improvement Program project for FY 2022-2023 with the purpose of conducting comprehensive documentation, analysis of the City's existing building facilities, and providing comprehensive reviews of the maintenance and repair needs. This analysis will be utilized for prioritizing capital improvements and required maintenance activities, as well as assisting with allocating operating budgets and potentially establishing sinking funds and on-going maintenance schedules.

A Request for Proposals (RFP) was released on December 22, 2022, and proposals were due on February 2, 2023. The City received six (6) proposals in response to the RFP. The prime consultants of the teams are All Environmental, Inc., Bureau Veritas Technical Assessments, LLC, Facility Engineering Associates, P.C., Harkins & Cates LLC, Kitchell, and MOCA Systems, Inc. City staff comprised of the Chief Building Official, Maintenance & Utilities Superintendent, and an Associate Engineer, reviewed and rated the proposals. The proposals were rated based on the qualifications of the project team; project understanding and approach; scope; project management; and,

references that confirm a record of producing quality product on similar projects on time and within budget.

Bureau Veritas Technical Assessments, LLC (BVTA) was rated highest by all reviewers. The BVTA proposal is an amount not to exceed \$91,209.58.

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a professional services agreement, PSA, with Bureau Veritas Technical Assessments, LLC for the amount not to exceed \$91,209.58 to conduct the City Facilities Condition Assessments.

FISCAL IMPACT

The Professional Services Agreement for Bureau Veritas Technical Assessments, LLC to conduct the City Facilities Condition Assessments is for an amount not to exceed \$91,209.58. An approximate 10% contingency adds \$9,121.00 for a total agreement amount of \$100,330.58. The adopted fiscal year 2022/2023 budget for the City Facilities Plan project is \$150,000.00 (Account No. 344-8910-9563). There are sufficient funds in the Project budget to enter into a professional services agreement with BVTA.

ATTACHMENTS

1. Resolution
2. Professional Services Agreement

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

AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH BUREAU VERITAS TECHNICAL ASSESSMENTS, LLC TO CONDUCT THE CITY FACILITIES CONDITIONS ASSESSMENTS PROJECT FOR AN AMOUNT NOT TO EXCEED \$91,209.58

WHEREAS, the City Facilities Condition Assessments project (Project) is adopted in the fiscal year 2022/2023 Capital Improvement Program (CIP) annual budget; and

WHEREAS, the request for proposal for professional services was released on December 22, 2022, and proposals were due on February 2, 2023; and

WHEREAS, there were six proposals received from All Environmental, Inc., Bureau Veritas Technical Assessments, LLC, Facility Engineering Associates, P.C., Harkins & Cates LLC, Kitchell, and MOCA Systems, Inc.; and

WHEREAS, a comprehensive review and rating of the proposals was performed, by a panel of City staff; and

WHEREAS, Bureau Veritas Technical Assessments, LLC was found to be the most qualified to perform the work; and

WHEREAS, the Bureau Veritas Technical Assessments, LLC proposal was in the amount of \$91,209.58; and

WHEREAS, an amount of \$9,121.00 contingency, approximately 10% of the professional services agreement amount, should be authorized on an as required basis; and

WHEREAS, the adopted fiscal year 2022/2023 budget for City Facility Plan (Account No 344-8910-9563) is \$150,000.00; and

WHEREAS, there are sufficient funds in the City Facility Plan Account to fund the preparation of the city facilities condition assessments by Bureau Veritas Technical Assessments, LLC; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute a professional service agreement with

Bureau Veritas Technical Assessments, LLC for an amount not to exceed amount of \$91,209.58 for the professional services for the City Facilities Condition Assessments; and

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to approve up to an additional 10% contingency for written amendments and extensions to the professional services agreement outlined above such that the full value may not exceed \$100,330.58.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 6th day of April, 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
PROFESSIONAL SERVICE AGREEMENT
FOR THE CITY FACILITIES CONDITION ASSESSMENTS**

THIS AGREEMENT, is made and effective _____, between the City of Seaside, a municipal corporation ("Agency") and Bureau Veritas Technical Assessments, LLC, a corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the effective date above and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2024** unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

3. PERFORMANCE

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

4. AGENCY MANAGEMENT

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

5. PAYMENT

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **NINETY ONE THOUSAND TWO HUNDREND AND NINE dollars AND FIFTY EIGHT cents (\$91,209.58)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the

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

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

8. OWNERSHIP OF DOCUMENTS

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

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

9. INDEMNITY AND DEFENSE

(a) Indemnification and Defense for Professional Services

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

(b) For All Other Liabilities

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

10. INSURANCE

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

11. INDEPENDENT CONSULTANT

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of Agency, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest,

direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

16. NOTICES

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

To Agency:

City of Seaside

440 Harcourt Ave

Seaside, CA 93955

Attention: City Clerk

To Consultant:

Bureau Veritas
180 Promenade Cir. #150
Sacramento, CA 95834
Attention: Erik Piller

17. ASSIGNMENT

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

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

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

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

21. WORK SCHEDULED/TIME OF COMPLETION

Consultant shall perform all services in a timely manner.

22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

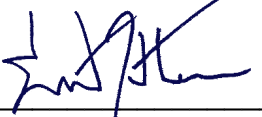
Consultant is bound by the contents of Agency's Request for Proposal, **Exhibit "D"** hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, **Exhibit "A"** and **Exhibit "B"** hereto. In the event of conflict, the requirements of Agency's Request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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT: Bureau Veritas Technical Assessments LLC

By: 
Erik Piller, Senior Vice President

Date: 3/17/23

City of Seaside
A Municipal Corporation

Jaime M. Fontes, City Manager

Date: _____

Attachments:	Exhibit A	Scope of Work
	Exhibit B	Consultant Proposal
	Exhibit C	Fee Proposal
	Exhibit D	Insurance Requirements
	Exhibit E	Request for Proposal

EXHIBIT A
SCOPE OF WORK

EXHIBIT A

Description of Services

Project Understanding and Approach

BVTA understands that the Facility Condition Assessment (FCA) Program with the City of Seaside (the “City”) will:

- Include a comprehensive assessment of all sites, buildings, building systems, and infrastructure.
- Follow ASTM E2018-15 Standard Guide for Property Condition Assessments, as applicable.
- Determine the present condition and estimated life expectancy of various building systems and components.
- Identify and document present condition of all physical assets including grounds, facilities, and infrastructure.
- Recommend corrections for all deficiencies and provide cost estimates for corrections.
- Prioritize and categorize deficient conditions, associated corrective actions, and information concerning building systems and deficiency categories.
- Establish anticipated renewal and replacement costs for the various systems and components.
- Result in strategic plan for capital repairs, lifecycle component replacement, and building modernization.
- Calculate the Current Replacement Value (CRV) and Facility Condition Index (FCI) for each facility.
- Collect Equipment Inventory data for Client properties.
- Establish a protocol for facility condition data to migrate/transfer to a CMMS/IWMS system.
- Prepare a Preventive Maintenance Plan for assets to uploaded to CMMS system.
- Barcode affixation.
- Facility diagrams / as-builts for 5 sites.

We understand that a key factor to performing FCAs is the evaluation of physical needs and accurate forecasting for capital repair and replacement budgets. Pre-emptive measures to manage maintenance budgets and programs are essential in ensuring the elimination of potential issues.

Data Gathering and Interview

During each phase, we will require coordination and support from the City’s facility management.

Data Gathering Phase – BVTA will need the support of staff who can provide us access to drawings and records. The following is a typical list of exhibits requested.

- Inspection reports (sewer, boiler, chiller, etc)
- Building systems Maintenance Records
- Maintenance policy documentation
- Owner elected repair list (if available)
- Original building plans (can be viewed on-site)
- Capital expenditure schedules (prior or planned)
- Fire protection / life safety plans
- Rehabilitation budget and scope (draft or final)
- Certificates of occupancy / facility license
- Prior assessments
- Site plan / floor plans
- Accessibility transition plans / studies
- CMMS / IWMS data set

In addition to the drawings and records, we will supply a pre-survey questionnaire for each facility or site. Our expectation is that someone with knowledge of maintenance and operations of the facility will complete this survey and be prepared to discuss it with us while on-site.

Site Phase – BVTA will need support in the form of escorts while in the facilities to help us access mechanical areas, to discuss with us any known issues in the facility, and to answer other technical questions.

Report Review Stage – BVTA will provide a complete deliverable for each building.

Client Coordination

Project Director – BVTA will become familiar with the City's existing Project Directory - property list and contact directory for each location. We will contact or interview the facilities contacts as part of our process to determine current use requirements and priority of properties based on agency goals.

Facility Access – Working with the City, we will develop procedures to gain Facility Access. Our visits will be coordinated and pre-approved by the City prior to the visit. We will work with the City to establish a protocol that will ensure that our activities will have minimal disruption to the operation of each facility and will maintain a safe work environment.

Team Composition

The project will be managed by a Program Manager who will be your single point of contact. Reporting to the Program Manager will be several Project Managers who are architectural and engineering subject matter experts (SME) in the evaluation of building systems and generating the reports. Larger or more complex sites will have both an architect and an engineering SME. Smaller or simpler buildings will have a single SME field assessor that understands all building systems.

Scope of Services

Prior to assessments beginning, BVTA will conduct a Kick-Off Meeting to review requirements and to consolidate exhibits such as drawings and prior completed reports.

During the term of the project, BVTA will conduct regular Progress Meetings to maintain open communication with the entire project team and the City. BVTA will lead with an agenda that includes a focus on work plan, schedule, and project needs. This will permit the opportunity to proactively address challenges encountered, so that course adjustments may be made. Each meeting will conclude with task assignments, schedules, and goals to be met. BVTA will provide the City with a written status report that tracks and monitors the progress of the assessments against the schedule submitted.

BVTA has allocated time for regular teleconference meetings and the following meetings: Kick-Off Meeting (teleconference) and a Final Findings Presentation meeting. Any additional in-person meetings will be on a time and expense basis.

FIELD ASSESSMENTS

The Assessment Team will conduct a walk-through survey of the facility and site to observe systems and components, identify physical deficiencies, and formulate recommendations to remedy the physical deficiencies.

As a part of the walk-through survey, the Team will survey 100% of each facility. BVTA will survey the exterior and grounds, including the building exterior, roofs, sidewalk/pavement, and recreational/other areas as applicable. They will interview the building maintenance staff about the property's historical repairs and replacements and their costs, level of preventive maintenance exercised, pending repairs and improvements, and frequency of repairs and replacements. The Assessment Team will develop opinions based on their site assessment, interviews with the City's

building maintenance staff, and interviews with relevant maintenance contractors, municipal authorities, and experience gained on similar properties previously evaluated.

The Team may also question others who are knowledgeable of the property's physical condition and operation or knowledgeable of similar systems to gain comparative information to use in evaluation of the subject property.

The Assessment Team will review documents and information provided by the City's maintenance staff that could aid the knowledge of the property's physical improvements, extent and type of use, and/or assist in identifying material discrepancies between reported information and observed conditions.

The facility condition assessment will include the City-identified assets and will focus on the following facility and site systems and components:

Site + Infrastructure

- Topography: Observe general topography and note any unusual or problematic features or conditions observed or reported.
- Paving, Curbing, and Parking: Identify material types of paving and curbing systems at the property.
- Flatwork: Identify material flatwork at the property (sidewalks, plazas, patios, etc.).
- Landscaping and Appurtenances: Identify material landscaping features, material types of landscaping (fences, retaining walls), and site appurtenances (irrigation systems, fountains, lighting, signage, ponds).
- Utilities: Identify type of material utilities provided to the property (water, electricity, natural gas); and assess condition, physical deficiencies, life cycle repair, and replacement issues.

Recreational Facilities:

- Identify any material on-site recreational facilities such as athletic fields, swimming pools, spas, tennis or basketball courts, jogging or bicycle paths, etc.
- Observe the general conditions and note any reported physical deficiencies or any unusual items or conditions observed or reported.

EV Charging Stations:

- With information provided by the client document the payment software providing access to the charging station, if any.
- Identify the power source for the EV charging station and if possible, determine if the power used is billed to a client electrical meter.
- Determine the age of the equipment and review for deterioration from weather and use. Identify the remaining useful life of the charging station equipment and the cost to replace the equipment.
- Review the signage, paving and surface materials around the charging stations for deterioration.

Structural Frame + Building Envelope

- Identify material elements of the structural frame and exterior walls, including the foundation system, floor framing system, roof framing system, facade or curtain-wall system, glazing system, exterior sealant, doors, commercial overhead doors, sliders, windows, and stairways, etc.
- Observe general conditions and note any physical deficiencies identified or unusual items or conditions observed. Observations may be subject to grade, and rooftop vantage points.
- Visually inspect observable areas for cracking and moisture infiltration as well as areas of apparent foundation settlement and displacement.
- In the event more information or exploratory testing is required, in order to provide remedial measures, the report may include recommendation for additional investigative testing (Tier 1 or Tier 2).

Wall Evaluation

- Photograph elevations and details both from internal and external vantage points, as well as from adjacent structures where possible.
- Observe representative operable and fixed panels on all facades, operating a representative sample of units to assess hardware and visually inspect exterior conditions and condition of waterproofing seals.
- Assess curtain wall condition to determine water infiltration, damage, caulk degradation, metal panel degradation, stone degradation and anchoring, and other related curtain wall issues.

Curtain Wall

- Review curtain wall condition and a sampling of fixed panels on facades to assess hardware and visually review exterior conditions and the condition of waterproofing seals, where accessible without the use of lifts, ladders, scaffolding, suspension devices, or the like; may include observations from internal and external vantage points, as well as adjacent structures. Observations are limited to grade and may include accessible balconies or rooftop vantage points.
- Review provided drawings and records of repair, replacement, and maintenance of framing and glazing.

Roofing (Non-Invasive Visual)

- Identify material roof systems (roof type, reported age, slope, drainage) and any unusual roofing conditions or rooftop equipment.
- Observe general conditions of the roof system (membranes, attachment methods, flashings, counter flashings, pitch pans, gravel stops, parapets, miscellaneous appurtenances, insulation).
- Observe for evidence of material repairs, significant ponding, or evidence of material roof leaks. Note if a roof warranty is in effect. Note any physical deficiencies identified or unusual items observed or reported.
- Identify material rooftop equipment or accessories (antennas, lightning protection, HVAC equipment, solar equipment). Include any material problems reported.
- BVTa understands that the City will provide OSHA compliant ladders, lifts and/or scaffolding (depending on roof type) so that the Project Manager may safely access roof areas. If requested, BVTa can provide a quote for lift and/or ladder access as needed. Observations will be limited to readily accessible areas.

Plumbing

- Identify material plumbing systems at the property including domestic water supply, sanitary sewer, or any special or unusual plumbing systems (such as water features, fuel systems, gas systems, etc.).
- Identify type and condition of restroom fixtures, drinking fountains and/or other plumbing equipment.
- Observe general conditions and note any physical deficiencies identified or unusual items or conditions observed. Include any reported material system inadequacies.

Heating

- Identify material heat generating systems at the property.
- Observe general conditions, identify reported age of the equipment, note past material component replacements/upgrades, note apparent level of maintenance, and identify if a maintenance contract is in place. If heating equipment is not operational at the time of the walk-through survey, provide an opinion of the condition to the extent reasonably possible.
- Identify and observe any special or unusual heating systems or equipment present (fireplaces, solar heat, etc.) and note any reported material problems or inadequacies.

Air-Conditioning + Ventilation

- Identify the material air-conditioning and ventilation systems at the property. Include material equipment such as cooling towers, chillers (type of refrigerant used), package units, split systems, air handlers, thermal storage equipment, etc.
- Identify material distribution systems (supply and return, make-up air, exhaust) at the property.

- Observe general conditions, identify equipment reported age, note past material component upgrades/replacements and apparent level of maintenance, and identify if a maintenance contract is in place (contractor name). If AC and ventilation systems are not operational at the time of the walk-through survey, provide an opinion of the condition to the extent reasonably possible.
- Observe general conditions and note any physical deficiencies identified or unusual items or conditions observed. Additionally, include any material reported system inadequacies or operating deficiencies.
- Identify and observe any special or unusual air-conditioning and ventilation systems or equipment (cold storage systems, special computer cooling equipment, etc.) and note any material reported problems or system inadequacies.

Electrical

- Identify the electrical service provided and distribution system at the property.
- Include material switchgear disconnects, circuit breakers, transformers, meters, emergency generators, general lighting systems, and other such equipment or systems.
- Observe general electrical items (distribution panels, type of wiring, energy management systems, emergency power, lightning protection).
- Observe general conditions and note any physical deficiencies identified or unusual items or conditions observed. Also, note the presence of any special or unusual electrical equipment, systems, or devices at the property, and include reported material problems or system inadequacies.

Life Safety + Fire Protection

- Identify material life safety/fire protection systems at the property, including sprinklers and stand pipes (wet or dry), fire hydrants, fire alarm systems, water storage, smoke detectors, fire extinguishers, emergency lighting, stairwell pressurization, smoke evacuation, etc.
- Observe general conditions and note any material physical deficiencies identified or unusual items or conditions observed or reported including any reported system inadequacies.

Elevators + Vertical Transportation

- Identify vertical transportation systems at the property. Include the equipment manufacturer, equipment type, location, number, capacity, etc.
- Observe elevator cabs, finishes, call and communication equipment, etc.
- Identify the company that provides elevator/ escalator maintenance at the property. Observe general conditions and note any physical deficiencies identified or unusual items or conditions observed or reported including any reported material system inadequacies.
- Out of Scope Issues: Performing any calculations, examination of operating system components such as cables, controller, motors, etc.; entering elevator/escalator pits or shafts.

Interior Elements

- Identify offices, special use areas, and building standard finishes, including flooring, ceilings, walls, etc. Furnishings and fixed components will be reviewed and included in the cost estimate tables for replacements. BVTA will identify material building amenities or special features.
- Observe general conditions and note any physical deficiencies identified or unusual items or conditions observed or reported.

Exhaust Collection Systems

- BV will verify existence of any exhaust collection systems in the apparatus bays. If a system is present, BV will conduct a carbon monoxide (CO) measurement at each exhaust collection system. If the apparatus bay shows evidence of irregular CO/CO₂ levels, we will recommend additional testing from an industrial hygienist to determine levels of VOCs, NO₂, SO₂, CO and diesel exhaust particulates. Additional testing will verify performance standards with fire apparatus idling in bays, on the tarmac, and entering/exiting bays as would occur during normal station operation.

Food Service Spaces and Equipment

- Assess all food service equipment and spaces (kitchen, cafeteria, dining, serving areas). Food service equipment (fixed equipment) will be evaluated for adherence to life/ safety code and ventilation requirements as well for condition and capital replacement.

Special Systems and Equipment

- Include all special systems and equipment, such as Emergency Medical Systems (EMC), chillers, radio towers, equipment lifts, chair lifts, chemical storage or treatment areas, storage tanks, dumbwaiters, vaults, public address systems, and telephone systems.

Limited Accessibility Compliance

- Provide a general statement of the subject building's likely compliance to the Americans with Disabilities Act to help identify whether Client may be exposed to issues and whether there is the need for further review.

Energy Conservation Analysis

- Consider energy conservation savings when making repair or replace recommendations and include these projects in the project prioritization.

Suspected Fungal Growth and WDI/Termite Damage

- BV will perform a limited assessment of accessible areas for suspected fungal growth and visual inspection of wood destroying insects or termite damage.
- If we discover the presence of mold, conditions conducive to mold growth, and/or evidence of moisture, elevated relative humidity, water intrusion, and mildew-like odors – the affected areas will be photographed and recommendations for any additional moisture intrusion studies will be made.
- If we discover the presence of wood destroying insects or damage from termites – the affected areas will be photographed and recommendations for any WDIR studies will be made.

Environmental Features

- BV will review environmental features of the property, to include appearance, cleanliness, acoustics, ventilation, and humidity.

Lead-based Paint

- A review of existing testing data and other documentation regarding lead-based paint that is available onsite is included in the cost of the Facilities Condition Assessment. BV will evaluate physical condition and will develop cost estimates for remediation of paint necessitated by pending renovations.
- BV has the capability to provide a licensed lead-based paint inspector to conduct testing using an x-ray fluorescence analyzer at the Project as an additional service. The instrument is completely non-destructive and yields instantaneous results.

Asbestos

- A review of existing testing data and other documentation regarding asbestos that is available onsite is included in the cost of the Facilities Condition Assessment. BV will evaluate physical condition and will develop cost estimates for remediation of asbestos likely to be disturbed by renovations.

- If asbestos testing is requested, BV will provide a licensed asbestos inspector to collect samples of suspect asbestos-containing materials at the Project as an additional service. Scope of this sampling will be determined after review of existing data, costs will be based on daily rate plus the cost of analysis.

Ranking and Classification

Based upon our observations, research and judgment, along with consulting commonly accepted empirical Expected Useful Life (EUL) tables; BVTA will render our opinion as to when a system or component will most probably necessitate replacement.

Accurate historical replacement records provided by the facility manager are typically the best source for this data. Exposure to the weather elements, initial system quality and installation, extent of use, the quality and amount of preventive maintenance exercised are all factors that impact the effective age of a system or component. As a result, a system or component may have an effective age that is greater or less than its actual age. The Remaining Useful Life (RUL) of a component or system equals the EUL less its effective age.

CONDITION RANKING OF BUILDING SYSTEMS / EQUIPMENT

BVTA can rate the condition of each facility with the below rating system, or another City-specified scale:

- 5 Excellent** – No visible defects, new or near new condition, may still be under warranty if applicable
- 4 Good** – Good condition, but no longer new, may be slightly defective or deteriorated, but is overall functional
- 3 Adequate** – Moderately deteriorated or defective, but has not exceeded useful life
- 2 Marginal** – Defective or deteriorated in need of replacement; exceeded useful life
- 1 Poor** – Critically damaged or in need of immediate repair; well past useful life

BVTA can also include alternative categories to rank and weight priorities as required by the City, such as functional deficiencies, aesthetics, time-based urgencies, and other mission critical factors.

PRIORITY CLASSES

The analysis will include all cost observations be ranked by Priority Classes. The following five classes are typical but can be altered to meet your specifications and needs.

PRIORITY CLASSES

IMMEDIATE

1

Currently Critical

Requiring immediate action including a cited safety hazard and areas of accelerated deterioration, returning a building component to normal operation.

YEARS 1-2

2

Potentially Critical

Requiring action in the next year including components experiencing intermittent operations, potential life safety issues, and rapid deterioration, returning a building component to normal operation.

YEARS 3-5

3

Necessary — Not Yet Critical

Requiring appropriate attention to preclude predictable deterioration, potential downtime, additional damage, and higher costs to remediation if deferred further.

YEARS 6-10
YEARS 15-20

4

Recommended

Representing a sensible improvement to the existing conditions (not required for the most basic function of the facility; however, will improve overall usability and/or reduce long-term maintenance costs.

"GRANDFATHERED"

5

Does Not Meet Current Code

No Action required at this time but should substantial work be undertaken correction would be required.

DEFICIENCY CATEGORIES (UNIFORMAT)

The deficiencies observed will be classified into categories such as those below using the Uniformat System (Level 4):

- A10 Foundations
- A20 Basement Construction
- B10 Superstructure
- B20 Exterior Enclosure
- B30 Roofing
- C10 Interior Construction

C20 Stair
C30 Interior Finishes
D10 Conveying
D20 Plumbing
D30 HVAC
D40 Fire Protection
D50 Electrical
E10 Equipment
E20 Furnishings
F10 Special Construction
F20 Selective Building Demolition

Cost Estimating

BVTA's cost estimating database is comprised of RS Means data and further customized with proprietary cost tables developed by BVTA, based on historical and localized actual costs. BVTA maintains and updates our Unifmat-based cost estimating system with information received from the field. Through construction monitoring work, we have current cost data from hundreds of in-progress construction and rehabilitation projects. This data allows us to calculate costs based on local conditions to maintain a cost database that is typically more current than RS Means' models.

Each report will include a Capital Needs Analysis including an estimated cost for each system or component repair or replacement anticipated during the evaluation term. The report will provide options for repair of the deficiency, and the capital needs analysis will be presented as an Excel-based cost table that includes a summary of the description of each component, the age and estimated remaining useful life, the anticipated year of repair or replacement, quantity, unit cost and total cost for the repair of each line item.

A consolidated Capital Needs Analysis will be presented that includes all anticipated capital needs for all buildings. The cost estimate for capital deficiencies will be based on the estimate for maintenance and repair, but may at the City's option, also include project management, construction, and design fees derived using actual costs from previous projects. After determining these costs, we will confirm these costs with the City Staff.

As Built Drawings/Floor Plans

We will generate architectural As-Built drawings in AutoCAD of specified buildings. Drawings will include a floor plan, reflected ceiling plan (RCP), interior elevations, exterior elevations, roof plan, and a site plan.

Report Deliverables

BVTA will provide an in-depth report including a description of each of the building components and systems as described in the approach sections above. Each report is organized by building system and include digital photos of major systems and components and of all deficiencies identified. Reports will include current and anticipated repairs and deficiencies, recommended repair and component life-cycle replacements, and applicable options for repair or maintenance of building components.

The Capital Needs analysis will include a cost database sorted by building system and ranked by priority for repair. The format of the database will allow for reporting by building, system, or priority for repair, and a year-by-year analysis of capital needs.

Facility Condition Index

A Facility Condition Index (FCI) will be calculated for each building. This index will be a function of required repairs compared to building replacement costs. The FCI will be generated from the data collection/capital planning database and will be updated as components age or are replaced.

Capital Plan

Reports will reflect a 5, 10, or 20-year capital plan based on BVTA's 20-year building system evaluation. The analysis will include a cost table sorted by building and system and ranked by priority for repair. Tables will allow for the customization of reporting and a year-by-year capital needs analysis.

The report will include:

- An Executive Summary with graphic presentation of results to provide a quick, user-friendly summary of the property's observed condition and estimated costs assigned by category. Estimated costs shall be cross-referenced to report sections and elaboration of cost issues will be presented.
- Components observed that are exhibiting deferred maintenance issues and estimates for immediate and capital repair costs based on observed conditions, available maintenance history and industry-standard useful life estimates. If applicable, this analysis will include the review of any available documents pertaining to capital improvements completed within the last five-year periods, or currently under contract. BVTA shall also inquire about available maintenance records and procedures and interview current available on-site maintenance staff.
- Recommended schedule for replacement or repairs (schedule of priorities).
- Digital photographs for the buildings including photos of deficiencies.
- General description of the property and improvements and comment generally on observed conditions.
- Critical repairs and life safety issues separately from repairs anticipated over the term of the analysis.
- FCI number for the building.

BVTA will submit PDF draft reports electronically and once approved and finalized, a program summary report to include a roll-up of all prioritized capital needs across all facilities. All electronic copies of the report will include all text, deficiency tables, digital photos, and supporting documentation and report appendices.

Deficiency Categories / Plan Types

Each deficiency identified in the Assessment shall be classified in the following manner (or other Client defined categories):

Category 1 - Scheduled Maintenance: Maintenance that is planned and performed on a routine basis to maintain and preserve the condition.

Category 2 - Deferred Maintenance: Maintenance that was not performed when it was scheduled or is past its useful life resulting in immediate repair or replacement.

Category 3 - Capital Renewal: Planned replacement of building systems that have reached the end of their useful life.

Category 4 - Energy and Sustainability: When the repair or replacement of equipment or systems are recommended to improve energy and sustainability performance.

Category 5 - Security: When a system requires replacement due to a security risk or requirement.

Program-wide Report

In addition to each building report, BVTA will develop a Program-wide Report that includes a ranked system-wide Capital Plan for all facilities with programmatic conclusions and recommendations. The Program Report includes a brief narrative description of each facility/building component and system, and discusses the current, anticipated repairs, deficiencies, and of all buildings assessed. The Program Report analyses will include tables sorted by building system and ranked by priority for repair. The format of the tables will allow for the several perspectives of reporting by FCI, building, system, or priority for repair, and a year-by-year analysis of capital needs.

Sustainability Efforts – Digital Reports

BV regularly takes measures to minimize impacts to the environment in the delivery of services. In lieu of printing reports and meeting minutes, BV makes an effort to be stewards of the environment by using digital distribution for materials. When appropriate, we suggest that in-person meetings be done by teleconference or video conference – in order to reduce our carbon footprint.

Equipment and Asset Inventory

During the assessment, each field team will be responsible for collection and storing all of the inventory and condition assessment data in an electronic format that is readily transferable to a standardized CMMS system. Bureau Veritas will collect information on the major pieces of facility equipment. Specifically, the data collection will focus on the following components:

HVAC (level of detail for which Preventive Maintenance would be performed)

Heating System

- Identify boilers, furnaces, unit heaters and major labeled equipment.
- Ventilation System
- Identify the major labeled equipment; exhaust hoods, fans.
- Air Conditioning System
- Identify the material air-conditioning components, including cooling towers, compressors, chillers, package units, roof top units, split systems and major labeled equipment. Excluded are window units, terminal units, VAV boxes, thermostatic controls.

Electrical

- Major panels only-for identification to track maintenance.
- Transformers
- Switchgear

Equipment

- Building Automation System

Plumbing

- Pumps external to HVAC systems
- Domestic Hot Water heaters over 80 gallons
- Other major labeled equipment.

Commercial Kitchen- major equipment (above approximately \$2000 value)

- Walk-in freezer and refrigerator equipment
- Ovens, stoves, broilers, grills
- Reach-in refrigerators and freezers
- Dishwashers
- Fryers

Vertical Transportation (if applicable)

Life Safety/Security

- High Level (system level) only-for identification to track maintenance
- Alarm Panels
- Emergency generators
- Exhaust hood fire suppression

Where appropriate, the following data will be collected for each component:

Location data by floor and room

- Model
- Serial Number
- Manufacturer
- Manufactured Date

Barcoding

For the above referenced equipment, BVTA can apply a durable barcode / QR code/asset tag with a unique number for use as an identifier in the CMMS system. We will use labels supplied by the City or a vinyl tag for indoor applications, and a durable foil tag for outdoor use. Barcode / QR code numbers will be recorded in the database and all future work orders etc., and can be tied back in to a single piece of equipment or system. The cost of Barcoding / QR coding assumes that we will tag equipment during the FCA process.

Preventative Maintenance Schedule

Bureau Veritas will provide preventive maintenance (PM) schedules for the equipment listed in the equipment inventory provided by client. Preventive maintenance schedules will include the following information:

- Safety precautions specific to the recommended PM instructions
- Description of tools required for recommended PM instructions. Tool list will not be exhaustive but identify common tool sets and specialty tools required for tasks.
- Recommended preventive maintenance instructions and frequencies specific to the equipment classification and type. PM instructions are based on the following sources:
- Prevailing national standards Survey of Common Manufacturers recommendations Industry best practices
- Estimated labor hours required to complete each PM work order.

BV will provide the PM schedules in spreadsheet format suitable for upload into clients CMMS. Spreadsheet will also contain analysis of PM labor hour requirements for use by client for planning purposes. BV will review PM schedules with client and adjust frequencies and start dates as required to meet clients' needs and match available resources.

CMMS Ready Data and Consulting

BV will be delivering to Client a live asset management plan that can be maintained and kept up-to-date by staff. BV will provide training to staff on maintaining the on-going monitoring program to track facilities, work performed, re-prioritization of maintenance projects, and how to update this information in the database.

The data from the FCA can be exported for data migration to most CMMS/IWMS systems. Our fee does not include any fees for data migration that may be required by your CMMS platform.

BV can export the data from our data collection tool to a compatible format (Excel Spreadsheet, Access Database, or SQL format) to be used by the Client's IT department for future integration with other software systems.

ASSETCALC™ – ASSESSMENT SOFTWARE AND DATABASE DELIVERABLE

Bureau Veritas proposes utilizing AssetCALC™ as its platform for all data collected on this project. AssetCALC™ is a cloud platform developed, licensed, maintained, and supported solely by Bureau Veritas for our clients.

AssetCALC™ is a web-based SQL database platform that enables users to:

- query, edit, and analyze their facility condition data
- plan immediate and short-term repairs
- budget capital expenditures throughout the lifecycle of a building or an entire portfolio

The system unites Bureau Veritas' experienced field data collection methods with advanced planning and reporting tools, construction cost libraries, location mapping (GIS) features, digital photo management, and document storage.

Data Development

AssetCALC™ includes a configurable facility hierarchy and asset data architecture - this will include all of your assets grouped based on site location, asset group, and function. Data can be exported to an Excel, XML, or an ODBC database format compatible for upload into your CMMS, EAM, or work-order systems.

Features Include:

- Facility Condition Assessment access:
- Component/system descriptions
- Locations
- Conditions and EUL/RUL
- Repair and replace recommendations
- Digital photos
- Search and Sorting Functionality
- Prioritization of maintenance projects
- UniFormat II Cost Database
- Project Budgets and Capital Plans
- Unlimited concurrent user licensing
- Secure IT platform and back-ups
- Client is the owner of data collected and residing in the database
- Online User Training and Documentation

Reporting

AssetCALC™ includes more than a dozen standard options for data summaries and reports:

- Facility Condition Index (FCI) Reports
- Rank and Prioritize Capital Improvement Projects
- Deferred Maintenance Backlog
- Facility Queries (by building, priority, system, or dollar deficiency amount)
- Capital Budget Planning
- Year-by-Year Capital Needs Analysis
- 5, 10, or 20-Year Replacement Reserve Reports
- Custom 3rd party form automation available

EXHIBIT B
CONSULTANT PROPOSAL



**BUREAU
VERITAS**

CITY OF SEASIDE

RFP: CITY FACILITY CONDITION ASSESSMENT

February 2, 2023



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TABLE OF CONTENTS



Section	Page
1. Cover Letter	i
2. Project Team	1
3. Relevant Project Experience	3
4. Project Understanding and Approach	07
5. Project Schedule	08
6. Scope of Services	11

1. COVER LETTER

1. COVER LETTER

February 2, 2023

City of Seaside
Attn: Engineering Division
Public Works Engineering
440 Harcourt Avenue
Seaside, CA 93955



RE: City Facility Condition Assessments

To Whom it May Concern

Bureau Veritas Technical Assessments, LLC (Bureau Veritas or BVTA) is pleased to provide the City of Seaside (City) with the enclosed proposal in response to the City's RFP for Facility Condition Assessment services. BVTA understands the requirements of the RFP and is well qualified to perform the services.

Proven Experience | Bureau Veritas has extensive experience providing Facility Condition Assessments, Equipment Inventory, Preventive Maintenance, Space Utilization Studies, and Capital Planning for City, County and State Government entities. We have completed thousands of municipal projects with more than 800 million square feet of space within the last five (5) years for State and Local Government, Educational, and Parks and Recreation clients. BVTA has completed more than 20,000 assessment and project management projects in California.

Highly Qualified Team | BVTA is an architectural and engineering firm focused solely on building lifecycle and capital planning studies, with more than 800 building professionals nationwide including 60 in California. BVTA has over 30 years of experience conducting Facility Condition Assessments. We have provided similar services for the following similar clients:

- City of Monterey
- City of Goleta
- City of Fresno
- City of Fremont
- City of Milpitas
- City of Santa Clara
- City of Oxnard (just awarded)
- City of Santa Monica
- City of Pico Rivera
- City of Pasadena
- City of Burbank
- City of Temecula
- City of Riverside
- City of Oceanside
- City of Orange
- City of Garden Grove
- City of Brea
- City of Corona
- City of Covina
- City of El Segundo
- City of Fullerton
- City of Huntington Beach
- City of Laguna Hills
- City of Montebello
- City of Poway
- City of Rancho Cucamonga
- City of San Marino
- County of San Bernardino
- City of Aliso Viejo
- City of Laguna Niguel

Company Information:

Headquarters Address: 10461 Mill Run Cir #1100, Owings Mills, MD 21117
Regional Address: 180 Promenade Cir # 150, Sacramento, CA 95834
Year of Incorporation: 1986
State of Incorporation: Maryland

BUREAU VERITAS | ERIK PILLER
180 PROMENADE CIR. #150 | SACRAMENTO, CA 95834
P 800.733.0660 | ERIK.PILLER@BUREAUVERITAS.COM

The following pages detail our history, similar project experience, our key personnel and team, and our approach to your unique project. The Program Manager, and main point of contact for this project, will be Mouaz Alrayes.

Bureau Veritas is committed to working with the City of Seaside to provide the highest possible quality of service, and has the availability to meet all project schedules and timelines. We appreciate the opportunity to present our qualifications for this project and look forward to working with the City. I am available at 800.733.0660, ext. 7292704 or erik.piller@bureauveritas.com to further discuss our qualifications.

Sincerely,

A handwritten signature in black ink, appearing to read 'Erik Piller', with a long, sweeping horizontal stroke extending to the right.

Erik Piller
Senior Vice President

2. PROJECT TEAM

2. PROJECT TEAM

Overview of Prime

Bureau Veritas Technical Assessments LLC (“Bureau Veritas” or “BVTA”) is a professional services consulting firm providing comprehensive architectural, engineering, energy, and environmental solutions. Our team includes over 800 building professionals nationwide, including Registered Architects, Professional Engineers, Certified Energy Managers, Project Managers, Environmental Professionals, Building Systems Consultants, and Code Compliance Experts.

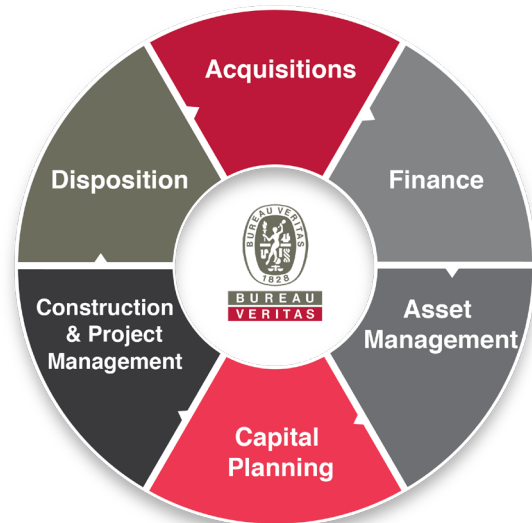
Annually, Bureau Veritas conducts thousands of assessments for Multifamily, Commercial, Industrial, Government, and Educational clients. Having successfully completed billions of square feet of building assessments, we have developed a proven and efficient methodology for the performance of field assessments and data collection.

Bureau Veritas’ recommendations are based on knowledge of property conditions, life-cycle analysis, regulations, and client objectives. Bureau Veritas’ subject matter expertise and understanding of buildings, parks, and property sites forms the foundation on which we team with clients to create and implement facility and portfolio management solutions.

ASSET MANAGEMENT SERVICES

- Facility Condition Assessments
- Capital Planning Reports
- Accessibility Compliance
- Equipment and Asset Inventory
- Barcoding, QR Coding, and Tagging
- CMMS Consulting
- Preventive Maintenance Plans
- Space Analysis Studies
- Energy Audits and Modeling
- Commissioning (Cx and Rx)
- Construction Monitoring
- Project Management
- Plan and Document Review

What We Do

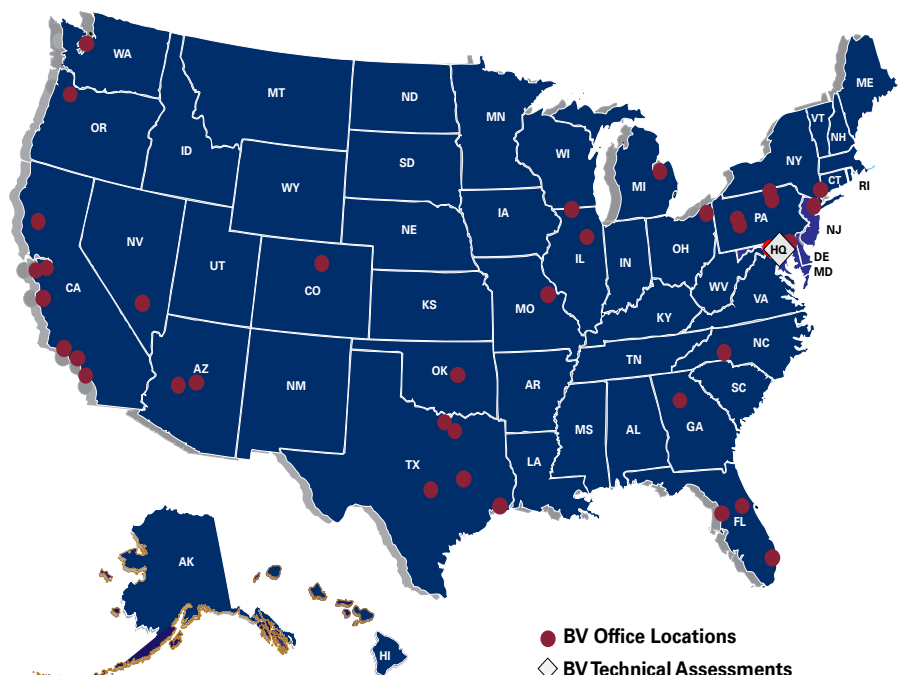


Company Information

Name of Company:	Bureau Veritas Technical Assessments LLC
Year Founded:	1986 (Parent: 1828)
Headquarters Address:	10461 Mill Run Circle, Suite 1100 Owings Mills, MD 21117
Regional Office:	180 Promenade Cir # 150, Sacramento, CA 95834
Primary Contact:	Erik Piller Senior Vice President
Telephone:	(800) 733-0660, ext. 7292704
Email:	erik.piller@bureauveritas.com
Website:	bvna.com



**BUREAU
VERITAS**



- BV Office Locations
- ◆ BV Technical Assessments Headquarters

Personnel and Staffing Plan

Bureau Veritas' Team includes Professional Engineers and Architects with an average of over 20 years of relevant experience. These professionals develop and write the assessment report and coordinate logistics and document collection for each assessment. Bureau Veritas also has an internal information technology group that supports the development of field data collection programs and client database applications.

Mr. Erik Piller | Project Executive

Mr. Piller will oversee all contractual aspects of the project and be available to meet with the City of Seaside for the duration of the project on an as-needed basis. He will have primary responsibility for defining the scope of engagement, and will meet regularly with Bureau Veritas' Program Manager and Assessment Team to assure that the City's needs are being met, and that the project is adequately staffed, running smoothly, and on schedule.

Mr. Mouaz Alrayes | Program Manager

Mr. Alrayes will be responsible for the overall team performance and delivery of the overall project. He will work with the Assessment Team and the City to assure project success. He will conference with the City on an agreed-upon basis, and will be responsible for delivering assessment results, and for working with City Staff to develop the implementation plan based on the results.

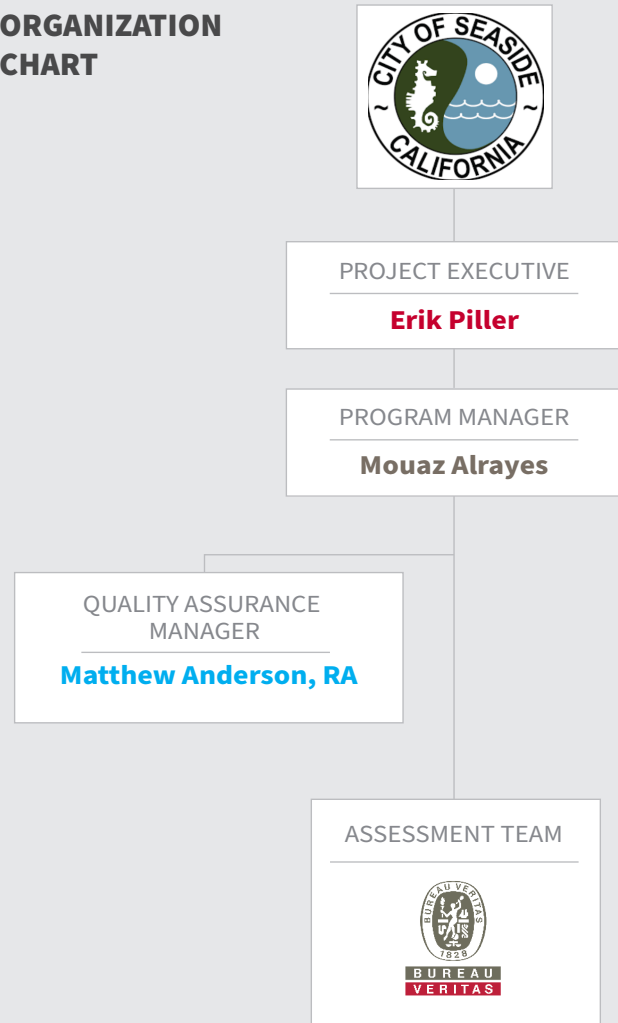
Mr. Matt Anderson, RA | Quality Assurance Manager

Mr. Anderson will oversee the project, assuring technical, process, and content quality. He will have direct management responsibility for all technical personnel, which will allow for quick and effective implementation of quality assurance measures both at inception and throughout the duration of the project.

Assessment Team

The Assessment Team is comprised of professional architects and engineers having direct experience in conducting Facility Condition Assessments. They will observe and describe building systems and components, identify physical deficiencies, and formulate recommendations to remedy the deficiencies.

PROJECT ORGANIZATION CHART



ERIK PILLER

PROJECT EXECUTIVE

Mr. Piller has 18 years of experience in client coordination of assessment, architectural-engineering, energy consulting, and construction phase services. He has been involved with projects of similar scope to the proposed project. As Project Executive, Mr. Piller is responsible for overseeing all contractual aspects of the project and will be available to meet with the client for the duration of the project on an as-needed basis. He will have primary responsibility for defining the scope of engagement, and will meet regularly with BVTA's Program Manager and Assessment Team to assure that the client's needs are being met, and that the project is adequately staffed, running smoothly, and on schedule.

PROJECT EXPERIENCE:

City of Monterey, CA

Facility Condition Assessment & Inventory

City of Fremont, CA

Facility Condition Assessment & Inventory

City of Milpitas, CA

Facility Condition Assessment

City of Sunnyvale, CA

Facility Condition Assessment & ADA Transition Plan

City of Goleta, CA

Facility Condition Assessment with Inventory

City of Garden Grove, CA

Facility Condition Assessment and ADA Self-Evaluation & Transition Plan

City of Laguna Hills, CA

Facility Condition Assessment

City of Orange, CA

Facility Condition Assessment

YEARS OF EXPERIENCE: 18



Industry Experience

Government
K-12 Education
Multi-Family Housing

Higher Education
Industrial
Office

Retail
Hospitality



MOUAZ ALRAYES

PROGRAM MANAGER

Mr. Alrayes is a Program Manager with 17 years of experience. He conducts and leads teams for Physical Needs Assessments, Facility Condition Assessments, Energy Audits & Surveys and other related services of properties in accordance with ASTM standards and client specific scopes of work. He supervises and trains junior architects and engineers conducting building assessments and energy audits. As Program Manager, he is responsible for delivering results and is the main point of contact for the Client throughout the project.

PROJECT EXPERIENCE:

City of El Segundo, CA

Facility Condition Assessment

City of Garden Grove, CA

Facility Condition Assessment, ADA Assessment

City of Pico Rivera, CA

Facility Condition Assessment, Inventory

City of Poway, CA

Facility Condition Assessment

City of Brea, CA

Facility Condition Assessment, ADA Assessment

City of Covina, CA

Facility Condition Assessment

El Dorado County, CA

Facility Condition Assessment, Inventory

Golden Empire Transit Authority, CA

Facility Condition Assessment

Catalina Island, CA

Facility Condition Assessment, Inventory

City of Fresno, CA

Facility Condition Assessment

City of Concord, CA

Facility Condition Assessment

Conejo Valley Schools, CA

Facility Condition Assessment, Inventory

Simi Valley Unified School District, CA

Facility Condition Assessment, Inventory

YEARS OF EXPERIENCE: 17



Education

Bachelor of Arts, Mechanical Power of Engineering, Damascus University



MATT ANDERSON, RA

QUALITY ASSURANCE MANAGER

Mr. Anderson is a registered architect with experience in the assessment and design of residential projects in addition to construction management processes and procedures. He routinely supervises teams of architects and engineers conducting property condition assessments. He also specializes in cost estimating, government programs, and an array of other services. As Quality Assurance Manager, he will assist the Program Manager by providing QA/QC review on the data collection and reports.

PROJECT EXPERIENCE:

City of Monterey, CA

Facility Condition Assessment

City of Vallejo, CA

Facility Condition Assessment and Maintenance Plan

San Joaquin County, CA

Facility Condition Assessment

City of Fremont, CA

Facility Condition Assessment

Sacramento Metro Fire District, CA

Facility Condition Assessment

City of Milpitas, CA

Facility Condition Assessment

City of Napa, CA

Facility Condition Assessment

City of St. Helena, CA

Facility Condition Assessment

City of Redwood City, CA

Facility Condition Assessment & Energy Audit

City of South San Francisco, CA

Facility Condition Assessment

City of Poway, CA

Facility Condition Assessment

YEARS OF EXPERIENCE: 30+



Education

Bachelor of Architecture, California Polytechnic University

Registration

Registered Architect | CA | C15753



KAY VAN DER HAVE, RA ASSESSMENT TEAM

PROJECT EXPERIENCE:

City of Garden Grove, CA
Facility Condition Assessment

City of South San Francisco, CA
Facility Condition Assessment

City of Mill Valley, CA
Facility Condition Assessment

City of Fremont, CA
Facility Condition Assessment

City of Milpitas, CA
Facility Condition Assessment

YEARS OF EXPERIENCE: 30+



Education

Bachelor of Architecture, University of Minnesota

License

Registered Architect | CA | C23054



ANAS SADKHI, CEM, PMP, PE ASSESSMENT TEAM

PROJECT EXPERIENCE:

City of Covina, CA
Facility Condition Assessment

County of El Dorado, CA
Facility Condition Assessment

City of Menlo Park, CA
Facility Condition Assessment, Energy Audit

Woodland Unified School District, CA
Facility Condition Assessment

California State University, Chico, CA
Facility Condition Assessment, Seismic

YEARS OF EXPERIENCE: 16



Education

Master of Science, Electrical Engineering, Wichita State University
MBA, Salisbury University

Registration

Certified Energy Manager
Project Management Professional



MOHAMAD TIBI ASSESSMENT TEAM

PROJECT EXPERIENCE:

City of Brea, CA
Facility Condition Assessment

City of Covina, CA
Facility Condition Assessment

City of Corona, CA
Facility Condition Assessment

City of Menlo Park, CA
Physical Needs Assessment

City of San Marino, CA
Facility Assessments

YEARS OF EXPERIENCE: 17



Education

Bachelor's of Science, Mechanical Engineering, South Dakota University



DIRK DYKSTRA ASSESSMENT TEAM

PROJECT EXPERIENCE:

City of Napa, CA
Facility Condition Assessment, Inventory,
Barcoding

City of Oceanside, CA
Facility Condition Assessment, Inventory

Pasadena Unified School District, CA
Facility Condition Assessment, Inventory

Mt. Diablo Unified School District, CA
Facility Condition Assessment

Sacramento Metro Fire District, CA
Facility Condition Assessment, Inventory

YEARS OF EXPERIENCE: 6



Education

Bachelor of Science, Electrical Engineering, Arizona State University

3. RELEVANT PROJECT EXPERIENCE

3. RELEVANT PROJECT EXPERIENCE

The Bureau Veritas Team has extensive experience with Facility Condition Assessment projects. The following chart highlights a partial list of recent Bureau Veritas FCA projects completed for clients in the region.

CLIENT	STATE	SERVICES	YEAR COMPLETED
City of Burbank	CA	FCA	Just Awarded
City of Goleta	CA	FCA	Ongoing
City of Glendora	CA	FCA	Just Awarded
City of Alameda	CA	ADA	2022
City of Rancho Cucamonga	CA	FCA	2022
City of Menlo Park	CA	FCA	2022
City of Palo Alto	CA	FCA	2022
City of Rancho Palos Verdes	CA	FCA	2022
City of Laguna Niguel	CA	FCA	2022
City of Pico Rivera	CA	FCA	2022
City of Aliso Viejo	CA	FCA	2021
City of Montebello	CA	FCA	2021
City of Vallejo	CA	FCA	2021
Judicial Courts of California	CA	FCA	2021
City of Temecula	CA	FCA	2021
City of Oceanside	CA	FCA	2020
San Joaquin County	CA	FCA	2020
City of Montebello	CA	FCA	2020
Sutter County	CA	FCA	2020
City of Garden Grove	CA	FCA, ADA Transition Plan	2020
County of Nevada	CA	FCA	2019
City of San Marino	CA	FCA	2019
City of Sacramento	CA	FCA, Master Plan	2019
City of Fullerton	CA	FCA with Inventory	2019
City of Napa	CA	FCA with Inventory	2019
City of Portola Valley	CA	FCA	2019
City of Mill Valley	CA	FCA, Needs Assessment	2019
City of Stockton	CA	FCA	2019
City of Covina	CA	FCA	2019
California Dept. of Veterans Affairs	CA	FCA	2019
City of El Segundo	CA	FCA, ADA Transition Plan	2018 - 2022
City of Brea	CA	FCA	2018
City of Fresno	CA	FCA	2018
City of Riverside	CA	FCA	2018
Saddleback College	CA	FCA	2018
Orange County Transportation Authority	CA	FCA	2018
Metro. Water District of Southern California	CA	FCA	2018
City of Hayward	CA	FCA	2018
City of Santa Clara	CA	FCA, Structural Assessment	2018



**BUREAU
VERITAS**

PROJECT PROFILE

CITY OF MILPITAS

FACILITY CONDITION ASSESSMENT AND INVENTORY

Bureau Veritas* (BVTA) was awarded the contract to conduct a comprehensive review of the maintenance and repair needs of City-owned facilities and parks.

The scope included establishing a list of maintenance and repair priorities to develop a short-term and long-term maintenance and repair schedule. The assessment included conducting a life-cycle cost analysis of major building systems and components for a 20 year capital plan. BVTA identified and prioritized cost effective repair and replacement recommendations to correct defective conditions.

BVTA developed a preventive maintenance plan with projected material and labor costs which detailed and summarized each preventive maintenance activity by frequency, maintenance type, building system type, labor classification, and projected hours and labor costs per activity and maintenance by year. The project came in on time and within budget

LOCATION

Milpitas, CA

SERVICE

Facility Condition
Assessment
Equipment Inventory
Preventive Maintenance

SIZE

21 Facilities
17 Parks

FACILITY TYPE

Fire Stations
Police Department
City Hall
Community Center
Library
Parks

FEE

\$99,932.24

REFERENCE

Tony Ndah, Public Works
Director
City of Milpitas
1265 N Milpitas Boulevard
Milpitas, CA 95035
(408) 586-3000
tndah@ci.milpitas.ca.gov

*Bureau Veritas was formerly known as EMG.



PROJECT PROFILE

CITY OF OCEANSIDE

FACILITY CONDITION ASSESSMENT

The City of Oceanside awarded Bureau Veritas Technical Assessments LLC (BVTA) the contract to provide comprehensive city-wide Facilities Condition and Needs Assessments. The project included approximately 43 buildings for a total of 882,000 SF, including a marina and yacht club, parks and beaches, recreation centers, swim facilities, museums, fire stations, City Hall, City office buildings, public libraries, senior centers, community service and transitional housing facilities, the Historical Society, and City maintenance facilities.

The assessment included thorough examination and lifecycle assessment of the buildings, property, and major systems including plumbing, mechanical, electrical, roofing, seismic risk, general code compliance, and ADA compliance. We provided accurate analysis that identified components and elements requiring replacement, maintenance, or repair.

The project scope included asset/equipment inventory and preparing a Preventive Maintenance (PM) Plan that prioritized maintenance and recommended a PM Schedule. Our final report included the overall condition of the facilities, including, but not limited to, information regarding the manufacturer, model, serial number, and size of equipment within the facilities. Additionally, the report listed immediate needs, replacement cost index, and a 20-year capital plan of the maintenance requirements and costs that can be adjusted for inflation. This project was completed on time and on budget.

LOCATION

Oceanside, CA

SERVICE

Facility Condition
Assessment
Inventory
Preventative Maintenance
Plan

SIZE

43 Facilities
882,000 SF

FACILITY TYPE

Marina
Parks
Fire Stations
City Hall
Rec Centers

FEE

\$164,029.15

REFERENCE

Tony Visco
City of Oceanside
300 North Coast Highway
Oceanside, CA 92054
(760) 435-4500
tvisco@ci.oceanside.ca.us

*Bureau Veritas was formerly known as EMG.



PROJECT PROFILE

CITY OF FREMONT

FACILITY CONDITION ASSESSMENT & INVENTORY

Bureau Veritas* (BVTA) provided detailed inspections of all City facilities and life-cycle analysis reports. BVTA identified all maintenance, repair, and replacement requirements for each facility and recommended upgrades and improvements when applicable. Assessment included both component-level and system-level inspection methods for all architectural, structural, mechanical, plumbing, and electrical components/systems of each facility.

BVTA inventoried the maintainable equipment within each building and migrated this data to the City's MaintStar CMMS platform. The data collection included equipment type, manufacturer, model number, serial number, capacity, installation date, location, function area served, and end of life cycle date. Equipment to be inventoried included all boilers, chillers, cooling towers, air handling units, packaged Heating, Ventilation and Air-Conditioning (HVAC) units, condenser units, major exhaust equipment, pumps, compressors, elevators, fire alarm panels/systems, intrusion alarm panels/systems, electrical service equipment, generators, automated door systems, automatic gates and commercial overhead doors and gas detection system.

BVTA's deliverable included building and portfolio reports with benchmarking data (FCI), cost estimates, deficiency prioritization tables, and a capital plan. The project came in on time and within budget

LOCATION

Fremont, CA

SERVICE

Facility Condition Assessment
Asset Inventory
Capital Planning

SIZE

77 Buildings
764,464 SF

FACILITY TYPE

Essential Facilities
Recreational
Libraries (3)
Fire Stations (12)
Maintenance Center
Police / Detention

FEE

\$187,054.10

REFERENCE

Rajeev Batra
Executive Special Assistant
City of Fremont
3300 Capitol Ave.
Fremont, CA 94538
(510) 494-4516
rbatra@fremont.gov

*Bureau Veritas was formerly known as EMG.



**BUREAU
VERITAS**

PROJECT PROFILE

CITY OF MONTEREY

FACILITY CONDITION ASSESSMENT

Bureau Veritas* (BVTA) was contracted to perform a facility condition assessment and equipment inventory for 445,861 square feet of facilities, including fire station. Community centers, parking structures and wharfs. The facilities were assessed to the building system and component levels for condition, remaining life cycle, cost to replace, and evaluation of repair versus replace options.

The property assessments included complete visual inspections of facility components (exterior systems, interior finishes, fire/life systems, accessibility issues, MEP systems). We will describe facility deficiencies, provided corrective action for each deficiency, and establish prioritization standards to characterize deficiencies.

BVTA established a database to include square footage delineations, immediate/ short-term repairs and 10-year capital estimates, and digital full color photographs of each property. The database provides a property description and improvements and comments on observed conditions. The project came in on time and within budget.

LOCATION

Monterey, CA

SERVICE

Facility Condition Assessment

SIZE

17 Facilities
445,800 SF

FACILITY TYPE

Wharf
Pump House
Concessions
Restaurants
Parking Garage

FEE

\$65,430.75

REFERENCE

Janna Aldrete
City of Monterey
353 Camino El Estero
Monterey, CA 93940
(831) 646-1743
Aldrete@monterey.org

*Bureau Veritas was formerly known as EMG.

4. PROJECT UNDERSTANDING AND APPROACH

4. PROJECT UNDERSTANDING AND APPROACH

BVTA understands that the Facility Condition Assessment (FCA) Program with the City of Seaside (the “City”) will:

- Include a comprehensive assessment of all sites, buildings, building systems, and infrastructure.
- Follow ASTM E2018-15 Standard Guide for Property Condition Assessments, as applicable.
- Determine the present condition and estimated life expectancy of various building systems and components.
- Identify and document present condition of all physical assets including grounds, facilities, and infrastructure.
- Recommend corrections for all deficiencies and provide cost estimates for corrections.
- Prioritize and categorize deficient conditions, associated corrective actions, and information concerning building systems and deficiency categories.
- Establish anticipated renewal and replacement costs for the various systems and components.
- Result in strategic plan for capital repairs, lifecycle component replacement, and building modernization.
- Calculate the Current Replacement Value (CRV) and Facility Condition Index (FCI) for each facility.
- Collect Equipment Inventory data for Client properties.
- Establish a protocol for facility condition data to migrate/transfer to a CMMS/IWMS system.
- Prepare a Preventive Maintenance Plan for assets to be uploaded to CMMS system.
- Barcode affixation.
- Facility diagrams / as-builts for 5 sites.

We understand that a key factor to performing FCAs is the evaluation of physical needs and accurate forecasting for capital repair and replacement budgets. Pre-emptive measures to manage maintenance budgets and programs are essential in ensuring the elimination of potential issues.

DATA GATHERING AND INTERVIEW

During each phase, we will require coordination and support from the City’s facility management.

Data Gathering Phase – BVTA will need the support of staff who can provide us access to drawings and records. The following is a typical list of exhibits requested.

- Inspection reports (sewer, boiler, chiller, etc)

- Building systems Maintenance Records
- Maintenance policy documentation
- Owner elected repair list (if available)
- Original building plans (can be viewed on-site)
- Capital expenditure schedules (prior or planned)
- Fire protection / life safety plans
- Rehabilitation budget and scope (draft or final)
- Certificates of occupancy / facility license
- Prior assessments
- Site plan / floor plans
- Accessibility transition plans / studies
- CMMS / IWMS data set

In addition to the drawings and records, we will supply a pre-survey questionnaire for each facility or site. Our expectation is that someone with knowledge of maintenance and operations of the facility will complete this survey and be prepared to discuss it with us while on-site.

Site Phase – BVTA will need support in the form of escorts while in the facilities to help us access mechanical areas, to discuss with us any known issues in the facility, and to answer other technical questions.

Report Review Stage – BVTA will provide a complete deliverable for each building.

CLIENT COORDINATION

Project Director – BVTA will become familiar with the City’s existing Project Directory - property list and contact directory for each location. We will contact or interview the facilities contacts as part of our process to determine current use requirements and priority of properties based on agency goals.

Facility Access – Working with the City, we will develop procedures to gain Facility Access. Our visits will be coordinated and pre-approved by the City prior to the visit. We will work with the City to establish a protocol that will ensure that our activities will have minimal disruption to the operation of each facility and will maintain a safe work environment.

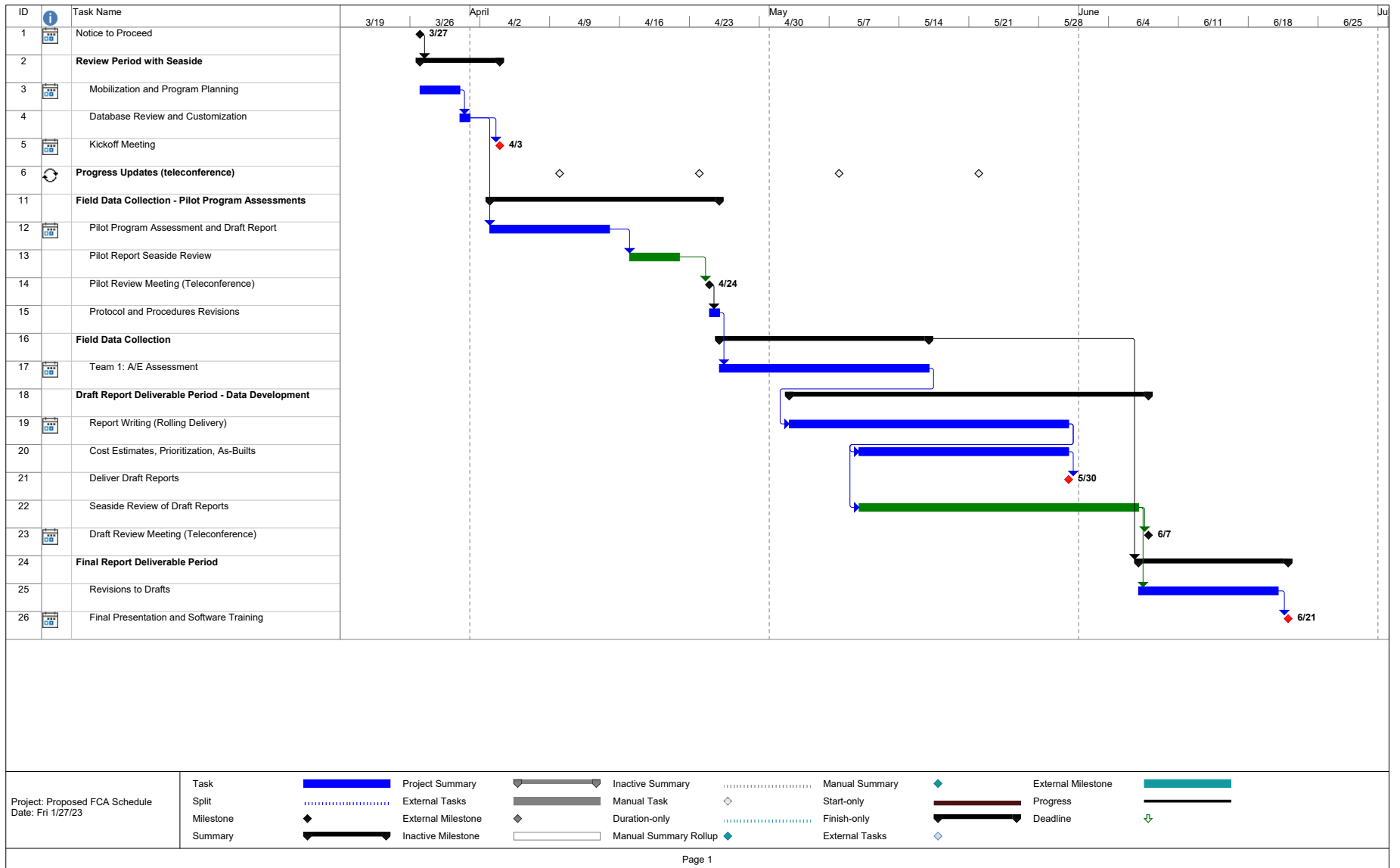
TEAM COMPOSITION

The project will be managed by a Program Manager who will be your single point of contact. Reporting to the Program Manager will be several Project Managers who are architectural and engineering subject matter experts (SME) in the evaluation of building systems and generating the reports. Larger or more complex sites will have both an architect and an engineering SME. Smaller or simpler buildings will have a single SME field assessor that understands all building systems

5. PROJECT SCHEDULE

5. PROPOSED SCHEDULE

Bureau Veritas has the required resources to perform the project in a timely manner. The proposed schedule below is open to discussion between the City of Seaside and Bureau Veritas.



Management Plan

The following section outlines our approach to the project.

- 1. Program Manager.** BVTA will have a dedicated Program Manager as the single point of contact for coordination of work throughout the contract term. The Program Manager will be assisted by a logistics team who will be responsible for confirming each day's site visits. The Program Manager will conduct regular progress meetings to review each week's upcoming schedule and to review any issues identified in the prior week's work.
- 2. Kickoff and Pilot.** The Program Manager and the Project Executive will ensure the work meets all requirements of the RFP. At the kickoff meeting—the first meeting after award—BVTA will walk through the entire scope of work with the Client's project team. Where scope of work items are unclear or ambiguous, the team will consult with the Client and a clarifying memo will become part of the project record. During the kickoff, sample deliverables will be reviewed and tentatively agreed upon. In order to ensure clarity on the scope, a pilot project will be scheduled in the first week after the kickoff. The pilot is an opportunity for us to prepare our team and calibrate our field process. More importantly, it gives us an opportunity to deliver a report for review that meets the full scope of work. The Client will be given an opportunity to review and comment on this deliverable, and once all parties are in agreement the field assessments will begin. We will deliver reports for review as they are completed.
- 3. Schedule.** BVTA will ensure the work is finished on schedule by preparing a complete project schedule. We will update the schedule weekly. One issue that can impact the schedule is having access to the buildings to be assessed. We will schedule 2 weeks out with any required notifications to building staff—and 48 hours in advance of each assessment we will confirm with building staff and escorts.
- 4. Quality.** We will apply our 5-point quality plan—explained on the next page—to ensure quality during all phases of the project.
 - a. Overall project technical review: Includes scope review—review of field instructions consistent with the scope—review of existing reports and information prior to field work commencing.
 - b. Initial Report reviews: Review by senior staff or each report prior to submission of draft. BVTA will have dedicated review staff working solely on report reviews in order to ensure consistence in results.
 - c. Quality Assurance of Field work: The program manager will ensure a sample of sites are reviewed and compared to submitted results.
 - d. Database Validation: Aggregated results of the field work will be reviewed, and anomalies identified will be flagged for additional review. This insures consistency across the entire portfolio and can often identify incorrect cost estimates, or areas where field observations are not correctly identified in the reports.
 - e. Final Quality Review: Before final reports are delivered, a final review of each report will be done by a senior manager dedicated to the project.
- 5. Team Resources.** BVTA will have a dedicated Program Manager responsible for managing all day-to-day activities of the team. If it is necessary to replace a team member during the project, the Program Manager will submit resumes to the Client for approval prior to any field activities for additional field staff.
- 6. Communication.** BVTA understands communication is one of the keys to a successful project. We will establish a weekly meeting time at the project kickoff. Notes will be taken and submitted the same day as the weekly meeting. If issues are encountered in the field, they will be communicated on the same day and summarized in the weekly report.
- 7. Risk Identification & Management.** Our field staff are trained to communicate if they feel there is any situation on site that puts them at risk and will communicate those to the Program Manager. These typically involve identifying confined space requiring personal protective equipment, ladder safety, and safe procedures for roof inspections.

6. SCOPE OF SERVICES

6. SCOPE OF SERVICES

Prior to assessments beginning, BVTa will conduct a Kick-Off Meeting to review requirements and to consolidate exhibits such as drawings and prior completed reports.

During the term of the project, BVTa will conduct regular Progress Meetings to maintain open communication with the entire project team and the City. BVTa will lead with an agenda that includes a focus on work plan, schedule, and project needs. This will permit the opportunity to proactively address challenges encountered, so that course adjustments may be made. Each meeting will conclude with task assignments, schedules, and goals to be met. BVTa will provide the City with a written status report that tracks and monitors the progress of the assessments against the schedule submitted.

BVTa has allocated time for regular teleconference meetings and the following meetings: Kick-Off Meeting (teleconference) and a Final Findings Presentation meeting. Any additional in-person meetings will be on a time and expense basis.

FIELD ASSESSMENTS

The Assessment Team will conduct a walk-through survey of the facility and site to observe systems and components, identify physical deficiencies, and formulate recommendations to remedy the physical deficiencies.

As a part of the walk-through survey, the Team will survey 100% of each facility. BVTa will survey the exterior and grounds, including the building exterior, roofs, sidewalk/pavement, and recreational/other areas as applicable. They will interview the building maintenance staff about the property's historical repairs and replacements and their costs, level of preventive maintenance exercised, pending repairs and improvements, and frequency of repairs and replacements. The Assessment Team will develop opinions based on their site assessment, interviews with the City's building maintenance staff, and interviews with relevant maintenance contractors, municipal authorities, and experience gained on similar properties previously evaluated.

The Team may also question others who are knowledgeable of the property's physical condition and operation or knowledgeable of similar systems to gain comparative information to use in evaluation of the subject property.

The Assessment Team will review documents and

information provided by the City's maintenance staff that could aid the knowledge of the property's physical improvements, extent and type of use, and/or assist in identifying material discrepancies between reported information and observed conditions.

The facility condition assessment will include the City-identified assets and will focus on the following facility and site systems and components:

Site + Infrastructure

- Topography: Observe general topography and note any unusual or problematic features or conditions observed or reported.
- Paving, Curbing, and Parking: Identify material types of paving and curbing systems at the property.
- Flatwork: Identify material flatwork at the property (sidewalks, plazas, patios, etc.).
- Landscaping and Appurtenances: Identify material landscaping features, material types of landscaping (fences, retaining walls), and site appurtenances (irrigation systems, fountains, lighting, signage, ponds).
- Utilities: Identify type of material utilities provided to the property (water, electricity, natural gas); and assess condition, physical deficiencies, life cycle repair, and replacement issues.

Recreational Facilities:

- Identify any material on-site recreational facilities such as athletic fields, swimming pools, spas, tennis or basketball courts, jogging or bicycle paths, etc.
- Observe the general conditions and note any reported physical deficiencies or any unusual items or conditions observed or reported.

EV Charging Stations:

- With information provided by the client document the payment software providing access to the charging station, if any.
- Identify the power source for the EV charging station and if possible, determine if the power used is billed to a client electrical meter.
- Determine the age of the equipment and review for deterioration from weather and use. Identify the remaining useful life of the charging station equipment and the cost to replace the equipment.

- Review the signage, paving and surface materials around the charging stations for deterioration.

Structural Frame + Building Envelope

- Identify material elements of the structural frame and exterior walls, including the foundation system, floor framing system, roof framing system, facade or curtain-wall system, glazing system, exterior sealant, doors, commercial overhead doors, sliders, windows, and stairways, etc.
- Observe general conditions and note any physical deficiencies identified or unusual items or conditions observed. Observations may be subject to grade, and rooftop vantage points.
- Visually inspect observable areas for cracking and moisture infiltration as well as areas of apparent foundation settlement and displacement.
- In the event more information or exploratory testing is required, in order to provide remedial measures, the report may include recommendation for additional investigative testing (Tier 1 or Tier 2).

Wall Evaluation

- Photograph elevations and details both from internal and external vantage points, as well as from adjacent structures where possible.
- Observe representative operable and fixed panels on all facades, operating a representative sample of units to assess hardware and visually inspect exterior conditions and condition of waterproofing seals.
- Assess curtain wall condition to determine water infiltration, damage, caulk degradation, metal panel degradation, stone degradation and anchoring, and other related curtain wall issues.

Curtain Wall

- Review curtain wall condition and a sampling of fixed panels on facades to assess hardware and visually review exterior conditions and the condition of waterproofing seals, where accessible without the use of lifts, ladders, scaffolding, suspension devices, or the like; may include observations from internal and external vantage points, as well as adjacent structures. Observations are limited to grade and may include accessible balconies or rooftop vantage points.
- Review provided drawings and records of repair, replacement, and maintenance of framing and

glazing.

Roofing (Non-Invasive Visual)

- Identify material roof systems (roof type, reported age, slope, drainage) and any unusual roofing conditions or rooftop equipment.
- Observe general conditions of the roof system (membranes, attachment methods, flashings, counterflashings, pitch pans, gravel stops, parapets, miscellaneous appurtenances, insulation).
- Observe for evidence of material repairs, significant ponding, or evidence of material roof leaks. Note if a roof warranty is in effect. Note any physical deficiencies identified or unusual items observed or reported.
- Identify material rooftop equipment or accessories (antennas, lightning protection, HVAC equipment, solar equipment). Include any material problems reported.
- BVTa understands that the City will provide OSHA compliant ladders, lifts and/or scaffolding (depending on roof type) so that the Project Manager may safely access roof areas. If requested, BVTa can provide a quote for lift and/or ladder access as needed. Observations will be limited to readily accessible areas.

Plumbing

- Identify material plumbing systems at the property including domestic water supply, sanitary sewer, or any special or unusual plumbing systems (such as water features, fuel systems, gas systems, etc.).
- Identify type and condition of restroom fixtures, drinking fountains and/or other plumbing equipment.
- Observe general conditions and note any physical deficiencies identified or unusual items or conditions observed. Include any reported material system inadequacies.

Heating

- Identify material heat generating systems at the property.
- Observe general conditions, identify reported age of the equipment, note past material component replacements/upgrades, note apparent level of maintenance, and identify if a maintenance contract

is in place. If heating equipment is not operational at the time of the walk-through survey, provide an opinion of the condition to the extent reasonably possible.

- Identify and observe any special or unusual heating systems or equipment present (fireplaces, solar heat, etc.) and note any reported material problems or inadequacies.

Air-Conditioning + Ventilation

- Identify the material air-conditioning and ventilation systems at the property. Include material equipment such as cooling towers, chillers (type of refrigerant used), package units, split systems, air handlers, thermal storage equipment, etc.
- Identify material distribution systems (supply and return, make-up air, exhaust) at the property.
- Observe general conditions, identify equipment reported age, note past material component upgrades/replacements and apparent level of maintenance, and identify if a maintenance contract is in place (contractor name). If AC and ventilation systems are not operational at the time of the walk-through survey, provide an opinion of the condition to the extent reasonably possible.
- Observe general conditions and note any physical deficiencies identified or unusual items or conditions observed. Additionally, include any material reported system inadequacies or operating deficiencies.
- Identify and observe any special or unusual air-conditioning and ventilation systems or equipment (cold storage systems, special computer cooling equipment, etc.) and note any material reported problems or system inadequacies.

Electrical

- Identify the electrical service provided and distribution system at the property.
- Include material switchgear disconnects, circuit breakers, transformers, meters, emergency generators, general lighting systems, and other such equipment or systems.
- Observe general electrical items (distribution panels, type of wiring, energy management systems, emergency power, lightning protection).

- Observe general conditions and note any physical deficiencies identified or unusual items or conditions observed. Also, note the presence of any special or unusual electrical equipment, systems, or devices at the property, and include reported material problems or system inadequacies.

Life Safety + Fire Protection

- Identify material life safety/fire protection systems at the property, including sprinklers and stand pipes (wet or dry), fire hydrants, fire alarm systems, water storage, smoke detectors, fire extinguishers, emergency lighting, stairwell pressurization, smoke evacuation, etc.
- Observe general conditions and note any material physical deficiencies identified or unusual items or conditions observed or reported including any reported system inadequacies.

Elevators + Vertical Transportation

- Identify vertical transportation systems at the property. Include the equipment manufacturer, equipment type, location, number, capacity, etc.
- Observe elevator cabs, finishes, call and communication equipment, etc.
- Identify the company that provides elevator/escalator maintenance at the property. Observe general conditions and note any physical deficiencies identified or unusual items or conditions observed or reported including any reported material system inadequacies.
- Out of Scope Issues: Performing any calculations, examination of operating system components such as cables, controller, motors, etc.; entering elevator/escalator pits or shafts.

Interior Elements

- Identify offices, special use areas, and building standard finishes, including flooring, ceilings, walls, etc. Furnishings and fixed components will be reviewed and included in the cost estimate tables for replacements. BVTa will identify material building amenities or special features.
- Observe general conditions and note any physical deficiencies identified or unusual items or conditions observed or reported.

Exhaust Collection Systems

- BV will verify existence of any exhaust collection systems in the apparatus bays. If a system is present, BV will conduct a carbon monoxide (CO) measurement at each exhaust collection system. If the apparatus bay shows evidence of irregular CO/CO2 levels, we will recommend additional testing from an industrial hygienist to determine levels of VOCs, NO2, SO2, CO and diesel exhaust particulates. Additional testing will verify performance standards with fire apparatus idling in bays, on the tarmac, and entering/exiting bays as would occur during normal station operation.

Food Service Spaces and Equipment

- Assess all food service equipment and spaces (kitchen, cafeteria, dining, serving areas). Food service equipment (fixed equipment) will be evaluated for adherence to life/ safety code and ventilation requirements as well for condition and capital replacement.

Special Systems and Equipment

- Include all special systems and equipment, such as Emergency Medical Systems (EMC), chillers, radio towers, equipment lifts, chair lifts, chemical storage or treatment areas, storage tanks, dumbwaiters, vaults, public address systems, and telephone systems.

Limited Accessibility Compliance

- Provide a general statement of the subject building's likely compliance to the Americans with Disabilities Act to help identify whether Client may be exposed to issues and whether there is the need for further review.

Energy Conservation Analysis

- Consider energy conservation savings when making repair or replace recommendations and include these projects in the project prioritization.

RANKING AND CLASSIFICATION

Based upon our observations, research and judgment, along with consulting commonly accepted empirical Expected Useful Life (EUL) tables; BVTa will render our opinion as to when a system or component will most probably necessitate replacement.

Accurate historical replacement records provided by the facility manager are typically the best source for this data. Exposure to the weather elements, initial system quality and installation, extent of use, the quality and amount of preventive maintenance exercised are all factors that impact the effective age of a system or component. As a result, a system or component may have an effective age that is greater or less than its actual age. The Remaining Useful Life (RUL) of a component or system equals the EUL less its effective age.

CONDITION RANKING OF BUILDING SYSTEMS / EQUIPMENT

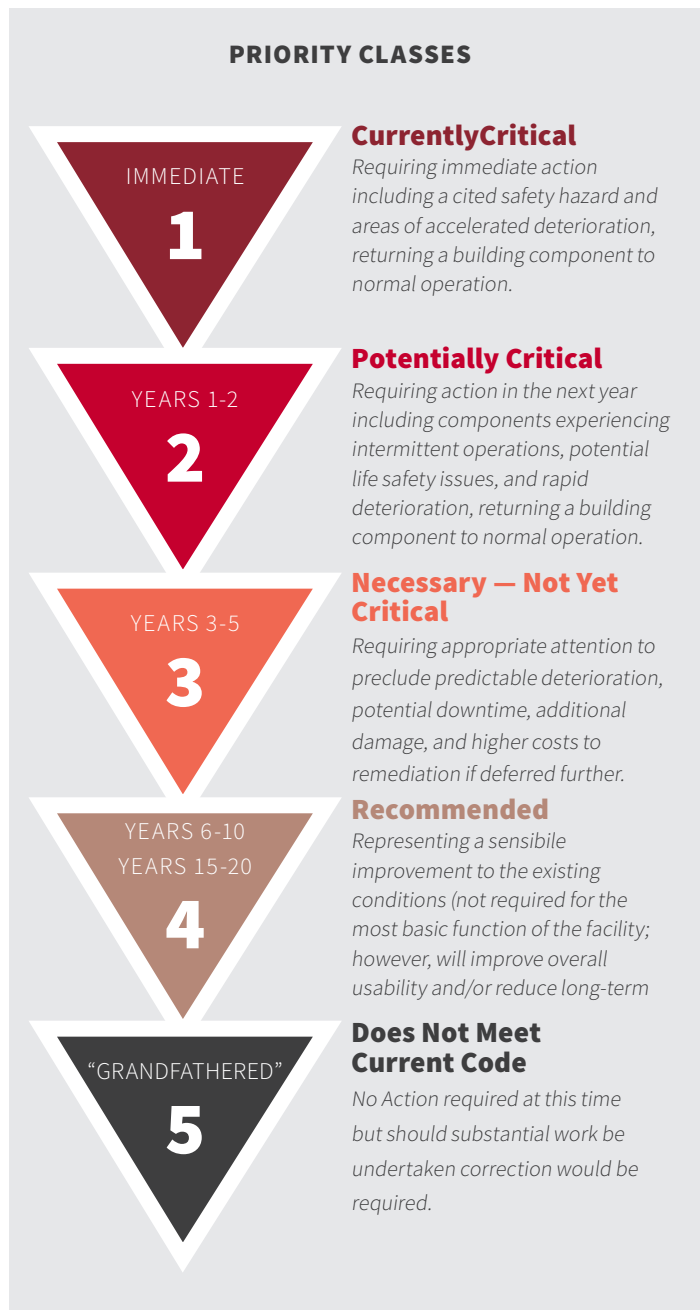
BVTa can rate the condition of each facility with the below rating system, or another City-specified scale:

- 5 Excellent** – No visible defects, new or near new condition, may still be under warranty if applicable
- 4 Good** – Good condition, but no longer new, may be slightly defective or deteriorated, but is overall functional
- 3 Adequate** – Moderately deteriorated or defective, but has not exceeded useful life
- 2 Marginal** – Defective or deteriorated in need of replacement; exceeded useful life
- 1 Poor** – Critically damaged or in need of immediate repair; well past useful life

BVTa can also include alternative categories to rank and weight priorities as required by the City, such as functional deficiencies, aesthetics, time-based urgencies, and other mission critical factors.

PRIORITY CLASSES

The analysis will include all cost observations be ranked by Priority Classes. The following five classes are typical but can be altered to meet your specifications and needs.



DEFICIENCY CATEGORIES (UNIFORMAT)

The deficiencies observed will be classified into categories such as those below using the Uniformat System (Level 4):

- A10 Foundations
- A20 Basement Construction
- B10 Superstructure
- B20 Exterior Enclosure
- B30 Roofing
- C10 Interior Construction
- C20 Stair
- C30 Interior Finishes

- D10 Conveying
- D20 Plumbing
- D30 HVAC
- D40 Fire Protection
- D50 Electrical
- E10 Equipment
- E20 Furnishings
- F10 Special Construction
- F20 Selective Building Demolition

Cost Estimating

BVTA's cost estimating database is comprised of RS Means data and further customized with proprietary cost tables developed by BVTA, based on historical and localized actual costs. BVTA maintains and updates our Uniformat-based cost estimating system with information received from the field. Through construction monitoring work, we have current cost data from hundreds of in-progress construction and rehabilitation projects. This data allows us to calculate costs based on local conditions to maintain a cost database that is typically more current than RS Means' models.

Each report will include a Capital Needs Analysis including an estimated cost for each system or component repair or replacement anticipated during the evaluation term. The report will provide options for repair of the deficiency, and the capital needs analysis will be presented as an Excel-based cost table that includes a summary of the description of each component, the age and estimated remaining useful life, the anticipated year of repair or replacement, quantity, unit cost and total cost for the repair of each line item.

A consolidated Capital Needs Analysis will be presented that includes all anticipated capital needs for all buildings. The cost estimate for capital deficiencies will be based on the estimate for maintenance and repair, but may at the City's option, also include project management, construction, and design fees derived using actual costs from previous projects. After determining these costs, we will confirm these costs with the City Staff.

As-Built Drawings / Floorplans

We will generate architectural As-Built drawings in AutoCAD of specified buildings. Drawings will include a floor plan, reflected ceiling plan (RCP), interior elevations, exterior elevations, roof plan, and a site plan.

Report Deliverables

BVTA will provide an in-depth report including a description of each of the building components and systems as described in the approach sections above. Each report is organized by building system and include digital photos of major systems and components and of all deficiencies identified. Reports will include current and anticipated repairs and deficiencies, recommended repair and component life-cycle replacements, and applicable options for repair or maintenance of building components.

The Capital Needs analysis will include a cost database sorted by building system and ranked by priority for repair. The format of the database will allow for reporting by building, system, or priority for repair, and a year-by-year analysis of capital needs.

Facility Condition Index

A Facility Condition Index (FCI) will be calculated for each building. This index will be a function of required repairs compared to building replacement costs. The FCI will be generated from the data collection/capital planning database and will be updated as components age or are replaced.

Capital Plan

Reports will reflect a 5, 10, or 20-year capital plan based on BVTA's 20-year building system evaluation. The analysis will include a cost table sorted by building and system and ranked by priority for repair. Tables will allow for the customization of reporting and a year-by-year capital needs analysis.

The report will include:

- An Executive Summary with graphic presentation of results to provide a quick, user-friendly summary of the property's observed condition and estimated costs assigned by category. Estimated costs shall be cross-referenced to report sections and elaboration of cost issues will be presented.
- Components observed that are exhibiting deferred maintenance issues and estimates for immediate and capital repair costs based on observed conditions, available maintenance history and industry-standard useful life estimates. If applicable, this analysis will include the review of any available documents pertaining to capital improvements completed within the last five-year periods, or currently under contract. BVTA shall also inquire about available maintenance records and

procedures and interview current available on-site maintenance staff.

- Recommended schedule for replacement or repairs (schedule of priorities).
- Digital photographs for the buildings including photos of deficiencies.
- General description of the property and improvements and comment generally on observed conditions.
- Critical repairs and life safety issues separately from repairs anticipated over the term of the analysis.
- FCI number for the building.

BVTA will submit PDF draft reports electronically and once approved and finalized, a program summary report to include a roll-up of all prioritized capital needs across all facilities. All electronic copies of the report will include all text, deficiency tables, digital photos, and supporting documentation and report appendices.

Deficiency Categories / Plan Types

Each deficiency identified in the Assessment shall be classified in the following manner (or other Client defined categories):

Category 1 - Scheduled Maintenance: Maintenance that is planned and performed on a routine basis to maintain and preserve the condition.

Category 2 - Deferred Maintenance: Maintenance that was not performed when it was scheduled or is past its useful life resulting in immediate repair or replacement.

Category 3 - Capital Renewal: Planned replacement of building systems that have reached the end of their useful life.

Category 4 - Energy and Sustainability: When the repair or replacement of equipment or systems are recommended to improve energy and sustainability performance.

Category 5 - Security: When a system requires replacement due to a security risk or requirement.

Program-wide Report

In addition to each building report, BVTA will develop a Program-wide Report that includes a ranked system-wide Capital Plan for all facilities with programmatic conclusions and recommendations. The Program Report includes a brief narrative description of each facility/building component and system, and discusses

the current, anticipated repairs, deficiencies, and of all buildings assessed. The Program Report analyses will include tables sorted by building system and ranked by priority for repair. The format of the tables will allow for the several perspectives of reporting by FCI, building, system, or priority for repair, and a year-by-year analysis of capital needs.

Sustainability Efforts – Digital Reports

BV regularly takes measures to minimize impacts to the environment in the delivery of services. In lieu of printing reports and meeting minutes, BV makes an effort to be stewards of the environment by using digital distribution for materials. When appropriate, we suggest that in-person meetings be done by teleconference or video conference – in order to reduce our carbon footprint.

Equipment and Asset Inventory

During the assessment, each field team will be responsible for collection and storing all of the inventory and condition assessment data in an electronic format that is readily transferable to a standardized CMMS system.

Bureau Veritas will collect information on the major pieces of facility equipment. Specifically, the data collection will focus on the following components:

HVAC (level of detail for which Preventive Maintenance would be performed)

- Heating System
 - Identify boilers, furnaces, unit heaters and major labeled equipment.
- Ventilation System
 - Identify the major labeled equipment; exhaust hoods, fans.
- Air Conditioning System
 - Identify the material air-conditioning components, including cooling towers, compressors, chillers, package units, roof top units, split systems and major labeled equipment. Excluded are window units, terminal units, VAV boxes, thermostatic controls.

Electrical

- Major panels only-for identification to track maintenance.
- Transformers
- Switchgear

Equipment

- Building Automation System

Plumbing

- Pumps external to HVAC systems
- Domestic Hot Water heaters over 80 gallons
- Other major labeled equipment.

Commercial Kitchen- major equipment (above approximately \$2000 value)

- Walk-in freezer and refrigerator equipment
- Ovens, stoves, broilers, grills
- Reach-in refrigerators and freezers
- Dishwashers
- Fryers

Vertical Transportation (if applicable)

Life Safety/Security

- High Level (system level) only-for identification to track maintenance
 - Alarm Panels
 - Emergency generators
 - Exhaust hood fire suppression

Where appropriate, the following data will be collected for each component:

- Location data by floor and room
- Model
- Serial Number
- Manufacturer
- Manufactured Date

Barcoding

For the above referenced equipment, BVTa can apply a durable barcode / QR code/asset tag with a unique number for use as an identifier in the CMMS system. We will use labels supplied by the City or a vinyl tag for indoor applications, and a durable foil tag for outdoor use. Barcode / QR code numbers will be recorded in the database and all future work orders etc., and can be tied back in to a single piece of equipment or system.

The cost of Barcoding / QR coding assumes that we will tag equipment during the FCA process.

Preventive Maintenance Schedules

Bureau Veritas will provide preventive maintenance (PM) schedules for the equipment listed in the equipment inventory provided by client. Preventive maintenance schedules will include the following information:

- Safety precautions specific to the recommended PM instructions
- Description of tools required for recommended PM instructions. Tool list will not be exhaustive but identify common tool sets and specialty tools required for tasks.
- Recommended preventive maintenance instructions and frequencies specific to the equipment classification and type. PM instructions are based on the following sources:
- Prevailing national standards Survey of Common Manufacturers recommendations Industry best practices
- Estimated labor hours required to complete each PM work order.

BV will provide the PM schedules in spreadsheet format suitable for upload into clients CMMS. Spreadsheet will also contain analysis of PM labor hour requirements for use by client for planning purposes. BV will review PM schedules with client and adjust frequencies and start dates as required to meet clients' needs and match available resources.

CMMS Ready Data and Consulting

BV will be delivering to Client a live asset management plan that can be maintained and kept up-to-date by staff. BV will provide training to staff on maintaining the on-going monitoring program to track facilities, work performed, re-prioritization of maintenance projects, and how to update this information in the database.

The data from the FCA can be exported for data migration to most CMMS/IWMS systems. Our fee does not include any fees for data migration that may be required by your CMMS platform.

BV can export the data from our data collection tool to a compatible format (Excel Spreadsheet, Access Database, or SQL format) to be used by the Client's IT department for future integration with other software systems.

AssetCALC™ - Assessment Software and Database Deliverable

Bureau Veritas proposes utilizing AssetCALC™ as its platform for all data collected on this project. AssetCALC™ is a cloud platform developed, licensed, maintained, and supported solely by Bureau Veritas for our clients.

AssetCALC™ is a web-based SQL database platform that enables users to:

- query, edit, and analyze their facility condition data
- plan immediate and short-term repairs
- budget capital expenditures throughout the lifecycle of a building or an entire portfolio

The system unites Bureau Veritas' experienced field data collection methods with advanced planning and reporting tools, construction cost libraries, location mapping (GIS) features, digital photo management, and document storage.

DATA DEVELOPMENT

AssetCALC™ includes a configurable facility hierarchy and asset data architecture - this will include all of your assets grouped based on site location, asset group, and function.

Data can be exported to an Excel, XML, or an ODBC database format compatible for upload into your CMMS, EAM, or work-order systems.

FEATURES INCLUDE:

- Facility Condition Assessment access:
 - Component/system descriptions
 - Locations
 - Conditions and EUL/RUL
 - Repair and replace recommendations
 - Digital photos
 - Search and Sorting Functionality
- Prioritization of maintenance projects
- UniFormat II Cost Database
- Project Budgets and Capital Plans
- Unlimited concurrent user licensing
- Secure IT platform and back-ups
- Client is the owner of data collected and residing in the database
- Online User Training and Documentation

REPORTING

AssetCALC™ includes more than a dozen standard options for data summaries and reports:

- Facility Condition Index (FCI) Reports
- Rank and Prioritize Capital Improvement Projects
- Deferred Maintenance Backlog
- Facility Queries (by building, priority, system, or dollar deficiency amount)
- Capital Budget Planning
- Year-by-Year Capital Needs Analysis
- 5, 10, or 20-Year Replacement Reserve Reports
- Custom 3rd party form automation available

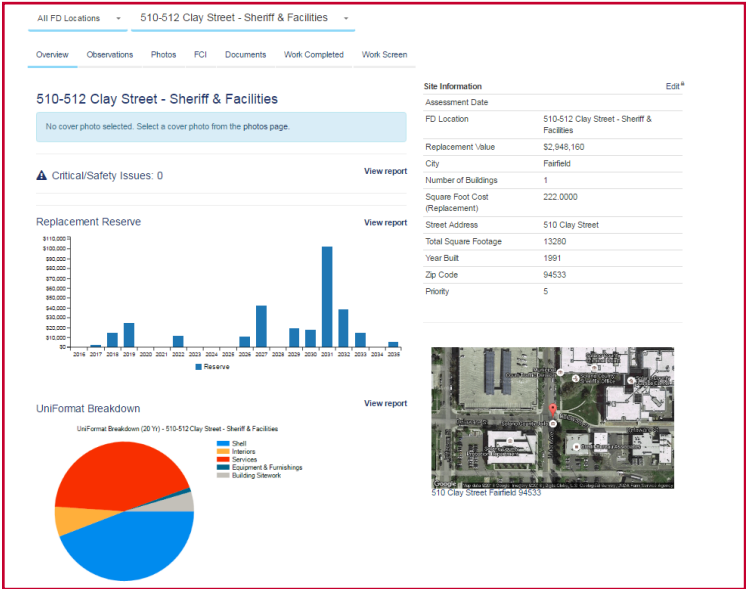
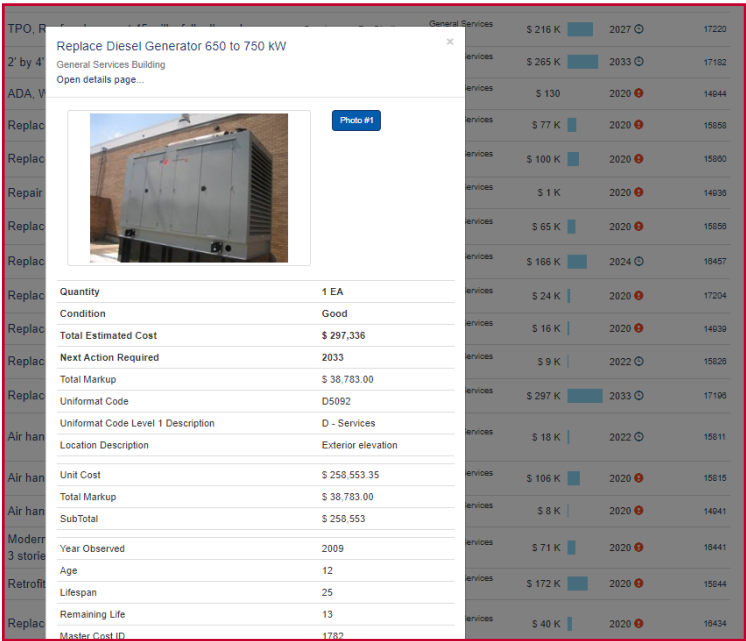
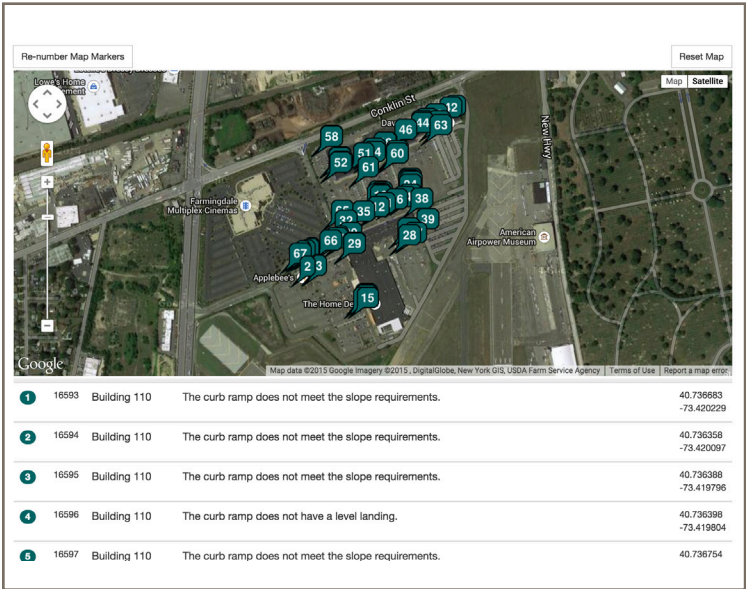


EXHIBIT C

FEE PROPOSAL

EXHIBIT C



March 10, 2023

Via Email: kvangend@ci.seaside.ca.us

Ms. Kirstin van Gend
City of Seaside
440 Harcourt Avenue
Seaside, California 93955

RE: City Facilities Condition Assessments
Proposal No: 161483.22P – revision v1

Dear Ms. Kristin van Gend:

We are pleased to provide City of Seaside (hereinafter referred to as “Client”) with the following proposal. If accepted, Bureau Veritas Technical Assessments LLC (hereinafter referred to as “BVTA”) will perform the services listed below (collectively, the “Services”) meeting the specifications hereafter described.

Property(ies)

All 27 properties listed in Attachment 1 of RFP

Proposed Service(s) & Fee(s)

Service(s)	Lump Sum Fee(s)
Facility Condition Assessment	\$91,209.58

All fees referred to in this document are expressed in US Dollars. Pricing is not inclusive of taxes. If applicable, taxes shall be included at the time of invoicing, payable by the client and remitted by BVTA to the taxing municipality. The proposed fees are limited to the specific Services described in this Proposal, performed according to the requirements of the corresponding ASTM standard practices, or Client-specified Protocols.

Deliverable(s)

The quoted price includes the delivery of:

# of	Report Type	Method of Delivery
20	Draft	Email Full Report (PDF)
20	Final	Email Text (Word)

Unless otherwise specified, BVTA will submit all reports in Final format. Timing for completion of any requested post-delivery modifications to the report will be determined at the time of the request.

If different deliverables are required, please indicate the quantity, type and method of delivery on the Project Authorization page of this proposal.

Timing

BVTA's report(s) will be delivered within 90-120 full business after receipt and approval of the signed proposal document.

After engagement, a call will be placed to the designated onsite Point of Contact (POC) provided by the Client in order to schedule the site visit(s), where applicable. The Client acknowledges that the Point of Contact provided shall be deemed an agent of the Client for the purposes of providing access and conveying information pertaining to the Site.

Projects Placed on Hold or Canceled

Should the Client place the awarded project on hold or cancel the engagement after contract execution, the Client

agrees to pay project-specific costs incurred by BVTA, such as administrative processing, regulatory database searches and non-recoverable travel fees, as well as a percentage of the project fee, depending upon the time the project is placed on hold or cancelled. Please note that BVTA invoices canceled jobs at the time of cancellation. Jobs on hold will be automatically invoiced 30 days from the date of the hold request. Requests to cancel or place projects on or off hold must be received by BVTA in writing (email acceptable) from the Client. Invoices billed as a result of projects being placed on hold or canceled are fully collectible.

Payment Details

BV will submit a monthly consolidated invoice inclusive of all services performed to date and invoiced per a % of task completed basis. Invoices will be payable within 30 days of receipt.*

*If comments on the Draft reports are not received within 60 calendar days, BVTA will invoice for Final Reports.

Upon receipt of each monthly invoice, the amount due per billing is fully collectible. Please forward payments to: Accounting Department, Bureau Veritas Technical Assessments LLC, PO Box 74007289, Chicago, IL 60674-7289 or contact your BVTA administrator to pay via credit card or to receive wiring instructions. BVTA recommends payment by credit card for amounts less than \$1000. **Please ensure that Proposal #161483.22P or invoice number is clearly identified on all payments and correspondence for proper credit.**

Documents to be Furnished by Client

In order to facilitate a cursory review of pre-existing documents for each Project, BVTA asks to be furnished with electronic or printed copies of available site information. Such documents may include:

FCA Services:

- Inspection Reports (sewer, boiler, chiller, etc)
- Prior Engineering Reports (CNA, PNA, PCA, etc.)
- Prior Master Plans / Facility Master Plans
- Capital Expenditure Schedules (prior or planned)
- Rehabilitation budget & scope (draft or final)
- Accessibility Transition Plans/Self Evaluations
- Building Systems Maintenance Records
- Owner Elected Repair list (if available)
- Original Building Plans (can be viewed on-site)
- Fire Protection/Life Safety Plans
- Site Plan/Floor Plans

Please feel free to contact me at (800) 733-0660 x.7292704 or Erik.Piller@bureauveritas.com should you have any questions. BVTA welcomes the opportunity to be of service.

Sincerely,

Bureau Veritas Technical Assessments LLC



Erik S. Piller
Senior Vice President

Attachments:

Price Breakdown by Task
Description of Services

Fee Breakdown

BUREAU VERITAS FEE BREAKDOWN		LUMP SUM TOTAL	\$	91,209.58
TASK 1	PROGRAM MANAGEMENT	Hours	\$	12,443.40
	Master Development & Scheduling	4	\$	560.00
	Pre-Assessment Coordination & Consultation	4	\$	560.00
	Kickoff Meeting	8	\$	1,120.00
	Progress Meetings (Teleconference)	3.5	\$	490.00
	Post Assessment Consult	8	\$	1,120.00
	Final Meeting & Training	8	\$	1,120.00
	Data Development / AssetCALC Setup		\$	2,148.40
	Expenses		\$	5,325.00
TASK 2	FACILITY / SITE ASSESSMENTS		\$	16,459.66
	FCA Assessments	92	\$	11,620.00
	Inventory	\$0.02 / SF	\$	2,237.52
	Barcode Affixation	\$0.015 / SF	\$	1,678.14
	Barcode Labels	1000 X \$0.9240	\$	924.00
TASK 3	FACILITY / SITE REPORTING		\$	39,357.52
	FCA Report Writing	192	\$	24,120.00
	Report Review	80	\$	9,700.00
	Report Revisions	20	\$	2,500.00
	Ship Reports	10	\$	800.00
	Preventive Maintenance Plans	\$0.02 / SF	\$	2,237.52
TASK 4	FACILITY DIAGRAMS		\$	22,949.00
	Facility Diagrams (5 Sites - 65,564 SF)	Approximately 0.35/SF	\$	22,949.00

EXHIBIT D

INSURANCE REQUIREMENTS

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

Note: Verify minimum limit for each coverage with Risk Manager.

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

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

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

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

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

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

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

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

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT E



REQUEST FOR PROPOSAL
FOR
PROFESSIONAL SERVICES FOR
CITY FACILITIES CONDITION ASSESSMENTS

DECEMBER 2022

Submit proposal to:
Public Works Engineering
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

PROPOSALS DUE BY 3:00 P.M. THURSDAY, FEBRUARY 2, 2023

Table of Contents

I.	INTRODUCTION AND BACKGROUND	3
II.	SCOPE OF WORK.....	3
III.	FORM AND CONTENTS OF PROPOSAL	7
	1. Cover Letter	7
	2. Project Team	7
	3. Relevant Project Experience	7
	4. Project Understanding and Approach	7
	5. Project Schedule.....	8
	6. Scope of Services	8
	7. Fee Proposal.....	8
IV.	PROCEDURES FOR SUBMISSION	8
V.	REVIEW AND SELECTION PROCESS	9
	Consultant Selection Timeline.....	10
	Evaluation Criteria	10
VI.	ACCEPTANCE OR REJECTION OF PROPOSAL	11
VII.	ADDENDA AND INTERPRETATION	11
VIII.	GENERAL DESCRIPTION OF PROPOSED AGREEMENT.....	11
IX.	INSURANCE REQUIREMENTS.....	11
X.	EXAMINATION OF PROPOSED MATERIAL	12
XI.	PUBLIC NATURE OF PROPOSAL MATERIAL	12
XII.	DISQUALIFICATION	12
XIII.	NON-CONFORMING PROPOSAL	13
XIV.	PROHIBITION OF GIFTS.....	13
XV.	NON-DISCRIMINATION/NON-PREFERENTIAL TREATMENT.....	13
XVI.	ADDITIONAL TERMS AND CONDITIONS	13
XVII.	ATTACHMENTS.....	14

I. INTRODUCTION AND BACKGROUND

The City of Seaside, California is soliciting proposals from qualified consulting firms to provide a comprehensive, professional needs assessment for the City's facilities for approximately 25 buildings/structures/sites, totaling approximately 106,000 square feet (Attachment 1). The inventory includes: municipal government offices, the City Fire Station, law enforcement facilities, the City library, corporation yard, community centers, residential buildings, and 4 City parks.

The purpose of the City Facilities Condition Assessments is to conduct a comprehensive documentation, analysis of the City's existing build facilities, and provide comprehensive review of the maintenance and repair needs. This analysis will be utilized for prioritizing capital improvements and required maintenance activities, as well as assisting with allocating operating budgets and potentially establishing sinking funds and on-going maintenance schedules.

The City's primary objectives for the City Facilities Condition Assessments are to:

1. Establish a list of maintenance and repair (M&R) priorities and incorporate said list into a short-term (1-5 years) and long-term (5-10; 10-15; 15-20 year periods) M&R schedule;
2. Analyze budget implications based in part on a facility life-cycle cost analysis prepared for each facility;
3. Develop a protocol for on-going monitoring of facility conditions, work performed and record information for City facilities.

The selected consultant shall perform the tasks specified in the "Scope of Work" section of the Request for Proposals (RFP). The consultant is encouraged to suggest additions or modifications to the scope that will enhance or clarify the work and the suggestions should be incorporated into the proposal. Prospective consultants will be required to provide team qualification, proposed work plans, proposed schedule, and other related items as part of the proposal submittal (Section X). The deadline for submitting proposals is 3:00 PM on Thursday, February 2, 2023.

II. SCOPE OF WORK

The City is requesting proposals from qualified consultants for comprehensive City Facilities Condition Assessments. The project scope shall include but not be limited to the following tasks and deliverables.

Task 1 - Project Start Up

- 1.1. Meet with the City to collect all the available data using Attachment 1 (listing of facilities) to complete the list of facilities that will be reviewed and inspected. Available data to include: address and area; drawings of the buildings and systems; information of the major systems, such as, maintenance history; and any known problems.
- 1.2. Review regulatory requirements to be followed during the evaluation with the City, in addition to any long range funding strategies and the prioritization categories, so as to ensure the draft report is prioritizing each deficiency accurately.
- 1.3. Review the City provided information to identify the previous work done on each building.

- 1.4. Review the past maintenance history to understand the parameters that already exist for sizes and quantities of building systems.
- 1.5. Develop a detailed schedule for the site visit to each building, developing efficient routes to minimize interruptions to City staff.
- 1.6. Refine the project schedule that includes meetings with City staff prior to and after each weekly building assessment.
- 1.7. Gather the available building, system and equipment information and drawings of the buildings and infrastructure.
- 1.8. After reviewing the available information, develop a building survey schedule and project schedule, and develop the format for the report. Facilitate a project kick-off meeting with the City with the goal of clearly understanding the following:
 - 1.8.1. Goals and objectives
 - 1.8.2. Scope, overall schedules and deliverables
 - 1.8.3. Roles and responsibilities
 - 1.8.4. Review completeness of data provided
 - 1.8.5. Review of buildings, functional use, age, general condition, maintenance history
 - 1.8.6. Review long-range funding and prioritization categories
 - 1.8.7. Review the report's format

Task 1 - Project Start up Deliverable - Meeting minutes including goals and objectives, long-range funding strategies and prioritization categories; building survey schedule; project schedule.

Task 1 – Inventory

- 2.1. A staff member will be required to escort the team throughout the assessment with 72 hour notice given. These individuals have a wealth of knowledge that can assist in the development of the assessment report. They also have access to all mechanical and electrical rooms, roofs, central plants and other secured areas. The consultant's architect and electrical engineer or mechanical engineer will be escorted by the staff member. Surveys will be conducted during normal business hours, and consultants will be wearing badges to identify them as part of an assessment team.
- 2.2. Evaluate the architectural, structural, mechanical and electrical building components during the building assessment.
- 2.3. Interview City maintenance staff with regard to their knowledge of building systems.
- 2.4. Photograph the building system, along with major deficiencies.
- 2.5. Implement barcode system, including labeling and a database, for every asset that requires preventive maintenance. Upon completion of the building assessment, provide the City with information of any fire/life/health safety issues that need immediate attention, in addition to providing an update of the surveying progress.

Task 2 - Inventory Deliverables - Weekly trip reports consisting of any immediate fire/life/health safety issues.

Task 3 - Evaluations and Findings

- 3.1. Assessment requirements: The consultant shall inspect all identified facilities to produce an accurate analysis that identifies all components and elements requiring maintenance,

repair, and/or major capital investment. It is anticipated that the consultant team will be an interdisciplinary team (potentially involving multiple firms) likely to include a California licensed Civil/Structural Engineer, Mechanical Engineer, Electrical Engineer, Architect and Appraiser, as appropriate. It is preferred at least one member of the interdisciplinary team be a Registered Professional Engineer. The consultant will thoroughly examine building systems using non-destructive, on-site observations to compile a complete understanding of current building conditions and Department needs for each facility. Consultant will ensure that the inspection staff has the appropriate training and equipment to record and produce consistent and accurate data. The assessment is to be performed in conformance with the following policy directions:

- 3.1.1. Inspections: The method of the inspection process shall allow for a comprehensive inspection of observable systems, while utilizing input from City staff to complement the assessment of current conditions with details of the facilities' background. This will be augmented with information provided by City staff regarding the current and projected uses of each facility, the current and projected staffing levels for each facility and any known deficiencies currently affecting these needs. At a minimum, inspectors shall gather the following information on each property:
 - 3.1.1.1. Property Characteristics: An inventory of all building systems with each system component quantified as a count, an area, a length, and/or a height; whichever measurement is most appropriate for each system. Confirmation/validation of building area (square footage) shall be obtained during inspection.
 - 3.1.1.2. Age: Identification/approximation of the year each system component was installed.
 - 3.1.1.3. Current Condition: An assessment of the current condition of each system component and a determination of the level of repair necessary to restore or replace these components to achieve optimal condition.
- 3.2. Analyze the field data collected following the building assessment. The report should include:
 - 3.2.1. Photos and detailed description of the building and the major systems (structural, mechanical, plumbing, fire protection and electrical).
 - 3.2.2. Detailed description of the remaining useful life of the building and its major systems.
 - 3.2.3. Identification of the system and component deficiencies along with recommendations for repair/replacement.
 - 3.2.4. Suggestions for value improvements to the building including suggested energy conservation improvements.
- 3.3. Generate a budget level cost estimate that captures all of the field team's recommendations for repair/replacement and value improvements(s) to the building accompanied by a prioritization (agreed to with the City) for each recommendation. Identify if the repair/replacement falls in the major maintenance, capital renewal or capital replacement budget. For the value improvements identify phasing and funding strategies, along with cash flow projections.
- 3.4. Calculate the replacement cost of the buildings, in order to generate a facility condition index (FCI) for each building or structure. The generally accepted FCI is shown below:

<u>FCI Range</u>	<u>Condition Rating</u>
0 to 0.05	Good
0.06 to 0.10	Average
Over 0.10	Poor

- 3.5. Ensure the field team(s) maintains consistency between assessments of the buildings by meeting with them weekly to review their field data, evaluations and findings.
- 3.6. Prepare recommendations for the completion of current deferred maintenance using industry best practices. Advise the City in its ongoing maintenance policies and procedures. Incorporate a replacement schedule for all major systems and equipment over the chosen term of the assessment forecast.
- 3.7. Recommend various facilities maintenance software applications that will help the City in operating and maintaining their real estate portfolio.
- 3.8. Develop facilities schematics for City Hall, Fire Station, Oldemeyer Center, Soper Field – Community Center, and the Youth and Education Center. (Optional)

Task 4 – Reporting

- 4.1. Develop a pilot report for the City's review upon completion the field assessment.
 - 4.1.1. Format: The consultant shall have a thorough understanding knowledge standards such as ASTM Designation E2018, Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process, for each subject of the City Facilities List (identified in Attachment 1). Format, including individual and summary reports, shall be confirmed by City and consultant prior to commencing assessments. Once format is confirmed, City will require a pilot City Facilities Condition Assessments be conducted on a facility of its choosing to confirm City Facilities Condition Assessments deliverable format individually and in summary. Once pilot City Facilities Condition Assessments format and accuracy is confirmed by the City's project manager, the remainder of the City Facilities Condition Assessments for each facility in the project will be given authorization to proceed. Hard copy and digital deliverables will be required.
- 4.2. Meet with the City to review comments, if any, before completing the city-wide draft report. Modify the report per input and continue with the generation of the draft report.
- 4.3. Complete the draft review cycle of the draft report with the City, make any necessary adjustments and present the final report to the City.
- 4.4. Provide the City with an Excel file of the assessment that can be manipulated. This will allow the City to update information in the assessment, reports as costs for certain items change.
- 4.5. Prior to submission of any reports, review and sign the report(s). Ensure that the reports cover the contracted scope of work and either meet or exceed the City's expectations by following a Total Quality Management Program.

Task 4 - Reporting Deliverables: Pilot Report, Draft Report, Final Report, Addendums/Exhibits

III. FORM AND CONTENTS OF PROPOSAL

Proposals shall consist of responses to the sections below. Please clearly label and respond to all sections. The submissions are subject to a page limitation of twenty (20) pages (front-side only) in twelve-point font. The cover letter, table of contents, front and back covers, and section dividers and resumes are **excluded** from the page count. Proposers are requested to enclose certain information as exhibits, which will not count against the page limit and may also attach additional information as exhibits (which also will not count against the page limit). The City makes no assurances that any non-requested additional information in exhibits will be reviewed. **The proposal shall be bound, with tabbed section dividers, and include the following sections in order within the page limitations:**

1. Cover Letter

Include the primary consultant's name and business address, as well as the Project Manager's name, telephone number and email address. Summarize your understanding of the project and briefly introduce your team. The cover letter shall be signed by the person authorized to negotiate a contract for proposed services with the City of Seaside on behalf of submitting firm/team. Address any exceptions to the Insurance and Indemnification requirements listed in Exhibit C of the Standard Consultant Agreement attached hereto as Attachment 2.

2. Project Team

Clearly identify the prime consultant, all subconsultants, and their respective roles. Show the project manager and the key staff proposed for this project, including subconsultants' staff. Excluding circumstances beyond the consultant's control, it is expected that the project team proposed under this proposal will remain unchanged throughout the duration of the Project. Replacement of key staff, without written approval of the City of Seaside, will not be permitted.

Include contact information and a brief summary of the Prime firm's organization and history. Provide a résumé of each key team members. Provide two references (name, title, agency, and telephone number) for the project manager and task leaders from similar type/size projects. Include contact information and a brief summary of the each subconsulting firm's organization, history, and two firm references. Provide a brief résumé (one page each) of each key team member.

Resumes shall be provided at exhibits to your proposal and will not count against the page limit.

3. Relevant Project Experience

Include similar type/size projects that your team has completed. Provide a project description, services provided, consulting fees and the project cost. Discuss whether the assessment was completed on time and within budget. Identify any obstacles encountered and how it was resolved.

4. Project Understanding and Approach

Describe your firm/team's understanding of the work to be performed and identify the approach for key services and/or issues anticipated for this project. Describe project manager's and

firm/team support and approach to managing project to ensure effort is completed on schedule and within established budget.

5. Project Schedule

Provide a schedule, from start to finish, showing phases and major benchmarks in the scope of work with reasonable completion expectations. Indicate stages of work, time frames, and your team's ability to perform the required services in a timely manner. Allow three weeks for each submittal review by the City staff in the proposed schedule. Additionally, a progress meeting should be held to correspond immediately after City review of each submittal. Describe project manager's and firm/team support and approach to managing project to ensure effort is completed on schedule and within established budget.

6. Scope of Services

Provide a detailed description of the proposed scope of services through PS&E, bid support, and assessment support. The scope of services submitted with the consultant's proposal must include a list and number of all deliverables, digital and hard copy, to be provided. Consultant must also plan for the necessary meetings for every aspect of the improvements program.

7. Fee Proposal

Provide your proposed fee in a separate, sealed envelope, plainly labeled "Fee Proposal" with the prime company's name and project title. Consultant's fee proposal must remain active for a time period of no less than two (2) years. Any annual or standard rate increases that may occur within this time period must be clearly defined in the original fee proposal. The fee proposal shall include a cover letter stating the not to exceed fee, and separate fee schedules depicting individual project tasks, staff hours, and basic hourly charge rates. The fee proposal shall reflect all anticipated fee increases during the contract duration. The final contract price may be negotiated.

IV. PROCEDURES FOR SUBMISSION

All correspondence between the City and potential proposers will be by email in accordance with Section VI, "Addenda and Interpretation" below.

Three (3) bound copies of the proposal package are due by **3:00 PM Pacific Time on Thursday, February 2, 2023.** The proposal package, including the sealed cost proposal, shall be labeled **"City Facilities Condition Assessments RFP"** and submitted to the following address:

Engineering Division

City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

Please also submit by e-mail a single Adobe Acrobat® PDF file containing the entire proposal, excluding your cost proposal, to pwinfo@ci.seaside.ca.us. The e-mail subject line should read: RFP-City Facilities Condition Assessments

SUBMISSIONS WILL NOT BE ACCEPTED AFTER THIS DEADLINE. SUBMISSIONS TRANSMITTED BY FAX WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.

All material submitted in accordance with this RFP becomes the property of the City and will not be returned.

V. REVIEW AND SELECTION PROCESS

The consultant selection committee will evaluate each proposal and rank the consultant teams based on the response to items in Section III, technical information, qualifications and check of references provided in the proposal. Interviews are anticipated for this project and will be tentatively set as listed in the timeline below.

The issuance of this RFP constitutes only an invitation to present responses. The City reserves the right, at its sole discretion, to determine whether or not any aspect of the response satisfactorily meets the criteria established in the RFP. The City reserves the right to seek additional information and/or clarification from the respondent, the right to confer with any respondent submitting a response and the right to reject any or all responses with or without cause. In the event that the RFP is withdrawn by the City for any reason, the City shall have no liability to any respondent for any costs or expense incurred with the preparation of this RFP or related work. The City reserves the right, at its sole discretion, to waive any irregularities or informality. The City may conduct interviews with any respondent it deems necessary.

The City of Seaside reserves the right to reject any and all responses for failure to meet the requirements contained herein, to waive any technicalities and to select the responses which, in the City's sole judgment, best meets the requirements of the project.

Consultant Selection Timeline

Distribution of RFP	December 22, 2022
Pre-Proposal Meeting (non-mandatory)	January 5, 2023, 2:00 pm (Zoom)
Questions Due	January 12, 2023
Response to Questions/Clarification	January 19, 2023
RFP Submittal Deadline	February 2, 2023 by 3:00pm
Proposal Ranking	February 3, 2023 – February 23, 2023
Consultant Interviews (tentative)	Week of February 27, 2023
Consultant Award (tentative)	March 16, 2023

Evaluation Criteria

City staff will evaluate the materials provided in response to the Request for Proposals based on the following criteria:

1. *Project Team (20%)*: This includes the team's qualifications and relevant individual experience, unique qualifications of key personnel, time commitment of key members and the strength of the Organization Chart.
2. *Project Understanding and Approach (30%)*: This includes demonstrated knowledge of the work required, explanation of the project, key components, local and best practice processes, and innovative approaches and internal measures for timely completion of project.
3. *Scope (25%)*: This includes the relevance, completeness and logic of the scope.
4. *Project Management (15%)*: This includes the ability to manage the project in a turnkey fashion, responsiveness to the City and its citizens' needs, quality and timeliness of the deliverables and budget control.
5. *References (10%)*: This includes record of producing quality product on similar projects on time and within budget.

The City reserves the right to conduct independent reviews and interview firms submitting proposals prior to making any selection. If the City elects, the top three proposals may be requested to participate in an interview. If your firm is selected to participate in an oral interview, you will be notified the week prior to the scheduled interview. The City will NOT be liable for any costs associated with your firm preparing its response to this RFP.

No Proposer will be allowed to modify the content of proposal at any time after the submission deadline, except in direct response to a request from the City for clarification or for an oral interview, provided that no such modification will result in a substantive amendment to the proposal. The City reserves the right to reject any or all proposals received as a result of this request and at its discretion waive any informality, technical defect or clerical error in any proposal.

VI. ACCEPTANCE OR REJECTION OF PROPOSAL

The City reserves the right to accept or reject any and all proposals. The City also reserves the right to waive any informality or irregularity in any proposal. Additionally, the City may, for any reason, decide not to award an agreement as a result of this RFP or cancel the RFP process. The City shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by the submission of the proposal. The Department of Public Works will make a recommendation to the City Manager or City Council, as applicable, regarding the selection of Consultant based upon an evaluation of the proposals. The City reserves the right to negotiate project deliverables and associated costs.

VII. ADDENDA AND INTERPRETATION

The City shall not be responsible for nor be bound by any oral instructions or interpretations or explanations issued by the City or its representatives. Should discrepancies or omissions be found in this RFP or should there be a need to clarify the RFP, you may request clarification in writing or by email to:

Ms. Kirstin van Gend, MPA
City of Seaside – Engineering Division
440 Harcourt Avenue
Seaside, CA 93955
Email: Kvangend@ci.seaside.ca.us

Any other contact with City personnel related to this RFP, prior to the formal appointment of the consultant, is prohibited. Such requests for clarification shall be delivered to the City at least ten (10) business days prior to the proposal due date. Any City response to a request for clarification will be made in the form of an addendum to this RFP and posted on the city's website <https://www.ci.seaside.ca.us/Bids.aspx>. All addenda shall become part of this RFP. Proposals shall contain all addenda signed and dated by the Proposer.

VIII. GENERAL DESCRIPTION OF PROPOSED AGREEMENT

Upon conclusion of the RFP process, the Department of Public Works will recommend a firm to enter into negotiations for the assignments described. The recommended Proposer shall enter into contract negotiations with the City in substantial conformity with the selected proposal and the form of the City's Professional Services Agreement (Attachment 2).

IX. INSURANCE REQUIREMENTS

The selected Consultant, at Consultant's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain at least all of the insurance requirements outlined in Exhibit C to the City's Professional Services Agreement (Attachment 2).

All policies, endorsements, certificates, and/or binders shall be subject to approval by the City of Seaside as to form and content. The selected Consultant agrees to provide the City with a copy of said policies, certificates and/or endorsements on the requested forms. The selected Consultant shall satisfy these insurance requirements prior to approval of the Agreement. Please address any issues with respect to insurance requirements in your response in Section II, above.

X. EXAMINATION OF PROPOSED MATERIAL

The submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and that they have read and understood the RFP. No request for modification of the statement shall be considered after its submission on grounds that the Proposer was not fully informed as to any facts or condition.

XI. PUBLIC NATURE OF PROPOSAL MATERIAL

Responses to this RFP become the exclusive property of the City. At such time as the Public Works Department recommends a Proposer to the City Manager or City Council, as applicable, all proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary." The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of Seaside may not be in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," the City will provide the Proposer who submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction.

XII. DISQUALIFICATION

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

- A. Evidence of collusion, directly or indirectly, by Proposer in regard to the amount, terms, or conditions of this proposal;
- B. Any attempt to improperly influence any member of the selection staff;
- C. Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the City;

- D. Evidence of incorrect information submitted as part of the proposal;
- E. Evidence of Proposer's inability to successfully complete the responsibilities and obligations of the proposal; and
- F. Proposer's default under any agreement that results in termination of the Agreement.

XIII. NON-CONFORMING PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of form or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the City.

XIV. PROHIBITION OF GIFTS

City of Seaside officials are subject to several legal and policy limitations regarding receipt of gifts from persons, firms, or corporations either engaged in business with the City, or proposing to do business with the City. The offering of any illegal gift shall be grounds to disqualify a Proposer. To avoid even the appearance of impropriety, Proposer should not offer any gifts or souvenirs, even of minimal value, to City officers or employees. The Proposer shall be subject to the City's prohibition.

XV. NON-DISCRIMINATION/NON-PREFERENTIAL TREATMENT

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

XVI. ADDITIONAL TERMS AND CONDITIONS

- A. It is anticipated that the award of the Agreement resulting from the RFP shall include terms and conditions similar to those referenced in the City's Standard Consultant Agreement (Attachment 2). Exceptions proposed by the Proposer, if any, to the terms and conditions included in the City's Standard Consultant Agreement should be included in the proposal. The City reserves the right to consider any proposal exceptions during its evaluation of the acceptability of a proposal.

- B. This RFP does not commit the City to pay any costs incurred in the submission of the proposal or in making any necessary studies or analysis in preparation of submission of the proposal.
- C. The City reserves the right without limitation to:
 - 1. Execute an agreement with one or more Proposers based solely on the proposal and any approved additions;
 - 2. Enter into an agreement with another Proposer in the event that the originally selected Proposer defaults or fails to execute an agreement with the City;
 - 3. Enter into negotiations with one or more Proposers;
 - 4. Modify and re-issue the RFP;
 - 5. Take action regarding the RFP as may deemed to be in the best interest of the City.
- D. The City reserves the right to verify any information provided during the RFP process. The City may contact references listed or any other person known to have contracted with Proposer.
- E. An agreement shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City and of the Proposer.

XVII. ATTACHMENTS

- 1. List of City Facilities
- 2. City's Standard Consultant Agreement

City Facilities Plan
Attachment 1: List of Facilities
City of Seaside

	FACILITY	ADDRESS	OCCUPANT/ DEPARTMENT	Owner	USE	APPROXIMATE SQUARE FOOTAGE	AGE	FLOORS
1	City Hall	440 Harcourt Avenue	Administrative Services; City Manager; Police; Council Chambers; Vehicle Maintenance	City of Seaside	Office space, bathrooms, police station/jail	22,432	1967	2
2	Trailer A	440 Harcourt Avenue	Police	City of Seaside	Office space, bathrooms	1,440	Not Available	1
3	Trailer B	440 Harcourt Avenue	Engineering	City of Seaside	Office space, bathrooms	1,440	Not Available	1
4	Corporation Yard	610 Olympia	Public Works	City of Seaside	Office space, bathrooms	3,499	Not Available	1
5	Vehicle Maintenance Shop	650 Olympia	Public Works	City of Seaside	Vehicle maintenance shop	4,000	Not Available	1
6	Metz Park	1556 Military Avenue	Parks	City of Seaside	Bathrooms	400	Not Available	1
7	Fire Station	1635 Broadway Ave	Fire	City of Seaside	Fire station (kitchen, showers, bathrooms)	8,312	1970s?	2
8	Oldemeyer Center	986 Hilby Avenue	Recreation	City of Seaside	Mixed use: office space, recreation/community space, kitchen, bathrooms	25,000	Not Available	1
9	Youth and Education Center	1136 Wheeler Street	Youth and Education Center	City of Seaside	Mixed use: office space, recreation/community space, bathrooms	4,320	1946	1
10	Soper Field/Community Center	220 Coe Ave	Parks	City of Seaside	Community center, snack shack, restrooms, baseball	5,500	Not Available	1
11	Laguna Grande Park	Canyon Del Rey Road	Parks	City of Seaside	Bathrooms	700	Not Available	1
12	David Cutino Park	3 Buena St	Parks	City of Seaside	Bathroom, Snack Shack	942	Not Available	
13	Swim Center	1148 Wheeler Street	Swim Center	City of Seaside	Swimming pool, bathrooms/showers	15,000	Not Available	1
14	Library (Exterior)	550 Harcourt	Library	City of Seaside	Exterior only	5,152	Not Available	1
15	1124 Wheeler House	1124 Wheeler Street		City of Seaside	Residential	1,126	Not Available	1
16	956 Hilby House	956 Hilby Street		City of Seaside	Residential	771	1930	1
17	962 Hilby House	962 Hilby Street		City of Seaside	Residential	1,649	1949	1
18	1583 Del Monte Blvd	1583 Del Monte Blvd		City of Seaside	Industrial Office	1,392	1978	1
19	1579 Del Monte Blvd	1579 Del Monte Blvd		City of Seaside	Office Space	956	1956	1
20	Well House #1	Broadway Ave/Marietta Str	Public Works/Engg.	City of Seaside	Well house - <i>Well inactive</i>	600	Not Available	1
21	Well House #3	1761 Juarez Street	Public Works/Engg.	City of Seaside	Well house - <i>Well inactive</i>	150	Not Available	1
22	Well House #4	1761 Juarez Street	Public Works/Engg.	City of Seaside	Well house	375	Not Available	1
23	Tank Site Building	F Skyview Dr	Public Works/Engg.	City of Seaside	Tank site building	100	Not Available	1

105,256

Redevelopment Agency

	FACILITY	ADDRESS	OCCUPANT/ DEPARTMENT	Owner	USE	APPROXIMATE SQUARE FOOTAGE	AGE	FLOORS
	1372 Canyon Del Rey house	1372 Canyon Del Rey Blvd		Redevelopment Agency	Residential	640	1934	1
	1380 Canyon del Rey house	1380 Canyon Del Rey Blvd		Redevelopment Agency	Residential	704	1934	1

City of Seaside - Leased

	FACILITY	ADDRESS	OCCUPANT/ DEPARTMENT	Owner	USE	APPROXIMATE SQUARE FOOTAGE	AGE	FLOORS
	Seaside Creates	656 Broadway Ave	Community & Economic Developm	City of Seaside - Leased	Office spaces, bathroom, kitchen	3276	1956	1
	Family & Community Support Center	775 Kimball Ave, Suite 102	Family & Community Support	City of Seaside - Leased	Office spaces, bathroom	TBD	1963	1



CITY OF SEASIDE STAFF REPORT

Item No.: 8.C.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer

DATE: April 6, 2023

SUBJECT: ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH WALLACE GROUP FOR DESIGN, CONSTRUCTION MANAGEMENT, AND INSPECTION SERVICES FOR THE BIKE SAFE GRATES PROJECT FOR AN AMOUNT NOT TO EXCEED \$196,626.00

RECOMMENDATION

Adopt a resolution authorizing a Professional Services Agreement with Wallace Group to design and provide construction management and inspection services for the Bike Safe Grates Project for an amount not to exceed \$196,626.00.

BACKGROUND

The City of Seaside is a member of Cal-JPIA which is an Insurance Joint Powers Authority. In response to a request by Cal-JPIA, the City Council adopted a Performance Improvement Plan (PIP) in 2015. Included within the PIP was a safety enhancement project to retrofit existing storm drain grates with new bicycle-safe grates.

The City's storm drain system was installed over many decades, resulting in an unknown number of different makes and sizes of catch basins and drain inlets. The City contracted with the Wallace Group (Wallace) in 2016 to conduct an inventory and assessment of storm drain catch basins and drain inlets within the city limits. The survey identified 368 grates that require replacement or upgrade to make them bicycle safe. In 2018, the City contracted with Phoenix Iron Works to fabricate the required grates, and with the Don Chapin Company to install the bike safe replacement grates. Those contracts addressed all of the storm drain inlets with standard configurations.

The city staff has identified 41 remaining storm drain inlets in the system that have irregular shapes, sizes or configurations. Replacing these will require site specific

installation details and methods. Wallace Group has provided a proposal to design these replacements and to provide the construction management and inspection services. Staff has reviewed the proposal and found it acceptable. The design effort will take two to three months, so the construction contract will be advertised for bidding in the first quarter of FY 2023/24.

Staff recommends adopting a resolution authorizing the City Manager to execute a Professional Services Agreement (PSA) with Wallace Group for an amount not to exceed \$196,626 for design, construction management and inspection services for the Bike Safe Grates Project.

ENVIRONMENTAL COMPLIANCE

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

FISCAL IMPACT

The Professional Services Agreement for Wallace Group to perform construction management and inspection services is for a not to exceed amount of \$196,626.00. A 10% contingency adds \$19,663.00 for a total of \$216,289.00 for design, construction management and inspection services. The adopted fiscal year 2022/2023 budget for the Bike Safe Grates project is \$500,000.00, which is sufficient to cover this PSA.

ATTACHMENTS

1. Resolution
2. Professional Services Agreement

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

AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH WALLACE GROUP TO DESIGN AND PROVIDE CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE BIKE SAFE GRATES PROJECT FOR AN AMOUNT NOT TO EXCEED \$196,626.00

WHEREAS, on September 3, 2015, at the request of Cal-JPIA, the City Council adopted a Performance Improvement Plan (PIP) to address potential liabilities that could adversely impact the City's insurance pool;

WHEREAS, the PIP included a safety enhancement project to retrofit storm drain grates to make them bicycle safe; and

WHEREAS, the City replaced 368 storm drain grates with bicycle safe grates in fiscal years 2019/2020 and 2020/2021; and

WHEREAS, the Bike Safe Grates Project (Project) to address the remaining 41 grates that are in non-standard configurations is adopted in the fiscal year 2022/2023 Capital Improvement Program (CIP) annual budget; and

WHEREAS, the project requires site specific designs due to the non-standard grate configurations; and

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

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

WHEREAS, Wallace designed and provided construction management for the earlier bike safe grates replacements; and

WHEREAS, Wallace submitted a proposal to provide design, construction support and inspection services for the Bike Safe Grates Project from pre-construction through project closeout in the amount of \$196,626.00; and

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

WHEREAS, an amount of \$19,663.00 contingency, 10% of the contract value, should be authorized on an as required basis; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute a Professional Services Agreement with Wallace Group to provide design, construction management and inspection services for the Bike Safe Grates Project for an amount not to exceed \$196,626.00 and written amendments such that the total Agreement does not exceed \$216,289.00.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 6th day of April 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
DESIGN PROFESSIONAL SERVICE AGREEMENT
BIKE SAFE GRATES – PHASE 2 DESIGN AND CONSTRUCTION
MANAGEMENT**

THIS AGREEMENT, is made and effective _____, between the City of Seaside, a municipal corporation ("Agency") and the Wallace Group, a California Corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on _____, 2023 and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2024, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

3. PERFORMANCE

Consultant shall perform all professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. AGENCY MANAGEMENT

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

5. PAYMENT

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit A**, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **one hundred ninety six thousand and six hundred and twenty six Dollars (\$196, 626.00)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the Agency pursuant to Section 3.

7. DEFAULT OF CONSULTANT

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

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

8. OWNERSHIP OF DOCUMENTS

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

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole

property of the Agency and may be used, reused, or otherwise disposed of by the Agency without the permission of the Consultant. With respect to computer files, Consultant shall make available to the Agency, at the Consultant's office and upon reasonable written request by the Agency, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

(c) The city agrees to hold Consultant harmless from all damages, claims expenses, and losses arising out of any reuse of the plans, specifications, drawings, maps, models, computer files and other documents for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.

9. INDEMNITY AND DEFENSE

(a) Indemnification and Defense for Professional Services

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

(b) For All Other Liabilities

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

bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the Agency, except for the sole or active negligence of, or willful misconduct of the Agency.

10. INSURANCE

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

11. INDEPENDENT CONSULTANT

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the Agency in connection with

the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the Agency will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

16. NOTICES

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

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

To Consultant: Wallace Group
612 Clarion Court
San Luis Obispo, California 93401
Att: Kari E. Wagner. PE

17. ASSIGNMENT

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

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

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. WORK SCHEDULED/TIME OF COMPLETION

Agency and Consultant agree that time is of the essence in this Agreement. Consultant shall perform as described in **Exhibit A**.

22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

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

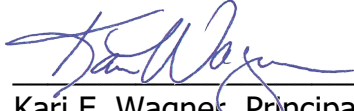
23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

(Signatures on next page)

CONSULTANT: Wallace Group
A California Corporation

By: 
Kari E. Wagner, Principal, PE 66026

Date: March 20, 2023

City of Seaside
A Municipal Corporation

Jaime M. Fontes, City Manager

Date: _____

Attachments:	Exhibit A	Scope of Work & Fee Schedule
	Exhibit B	Insurance Requirements
	Exhibit C	RFQ: On-Call Consultants – Engineering Services
	Exhibit D	Resolution 22-62 On-Call Services

EXHIBIT A
SCOPE OF WORK

EXHIBIT A

March 2, 2023

Nisha Patel
City of Seaside
440 Harcourt Ave
Seaside, CA 93955
Via email: NPatel@ci.seaside.ca.us



Subject: Bike Safe Grates - Phase 2 Design and Construction Management

Dear Ms. Patel:

Wallace Group appreciates the opportunity to provide you with our proposal for design services for the above referenced project. Based on our discussion, the following Scope of Services has been prepared for your consideration:

PROJECT UNDERSTANDING

The City of Seaside currently contains a mixture of bicycle safe and non-bicycle safe storm drain grates. The City identified a total of 523 grates of which 368 were classified as not bicycle safe. The City has replaced most of the unsafe grates with bicycle safe grates. However, forty-one (41) grates were not replaced because they are a non-standard design that would require additional design work to replace the grate. The goal of this project is to replace the remaining 41 unsafe storm grates within the city and design bicycle safe grates that will take their place.

Wallace Group assisted the City in identifying and replacing the storm drain grates described above. As part of this work, Wallace Group conducted a field survey and created an ArcGIS database noting the condition of the grates. This proposal is based upon our understanding of the work completed to date.

SCOPE OF SERVICES

Based upon our understanding, the proposed tasks to be performed by Wallace Group are outlined below.

Task 1.0: Project Management and Meetings

Subtask 1.1 Project Management

This task includes day-to-day coordination of project activities, including scheduling and budget controls, staffing needs and coordination, City coordination, monthly status updates and reporting, and other related project management activities. This effort is based on the schedule duration of ten (10) months.

Subtask 1.2 Kick-off Meeting

We will coordinate and attend a kick-off conference call or on-site meeting with key Wallace Group and City team members. We will prepare a meeting agenda and minutes for this meeting. This meeting will focus on the project objectives, scope of services, schedule, deliverables, and other components of the project so that the project direction is well defined. We request that any items that may be of importance for the completion of the report be provided to Wallace Group at the time of the kick-off meeting. For example, any additional work performed by the City since April 2021 to upgrade or modify the storm drain grates is required.

CIVIL AND
TRANSPORTATION
ENGINEERING

CONSTRUCTION
MANAGEMENT

LANDSCAPE
ARCHITECTURE

MECHANICAL
ENGINEERING

PLANNING

PUBLIC WORKS
ADMINISTRATION

SURVEYING /
GIS SOLUTIONS

WATER RESOURCES

WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294

www.wallacegroup.us



Following the kick-off meeting, Wallace Group will conduct a site visit to review the proposed scope of work. The site visit would be coordinated with city engineering staff to allow the city's project manager to attend the site visit, if necessary. The preferred timing of the site visit would be immediately following the kick-off meeting.

Subtask 1.3 Project Meetings

Besides the project kick off meeting, we will coordinate and attend up to three (3) additional project conference calls with key Wallace Group and City team members. We will prepare a meeting agenda and minutes for the following meetings.

1. 50% Progress (see Subtask 2.2, below)
2. 90% Construction Documents Review (see Subtask 2.3, below)
3. Meeting to discuss next steps

This task includes preparation for and attendance of up to three (3) 1-hour conference calls and one meeting at the City followed by a site visit. The onsite kickoff meeting and the site visit (see Subtask 2.1, Field Review and Update Database, below) are expected to be completed within two (2) and four (4) hours, respectively.

Task 1 Deliverables:

- Meeting Agendas (PDF only)
- Meeting Minutes (PDF only)

Task 2: Preparation of Construction Contract Documents

Wallace Group will prepare and complete three (3) design deliverable packages of Construction Contract Documents consisting of 50%, 90%, and Final Plans, Specifications, and Engineer's Opinion of Probable Construction Cost (PS&E) Sets. Our goal for preparing the PS&E packages is to keep the plan set simple by developing up to three (3) standard details that will encompass the retrofits needed for all of the remaining catch basin replacements. We will utilize the ArcGIS database to create maps showing the locations of the grates to be modified and the retrofit detail. We will use the City's boiler plate front end documents and will prepare technical specifications in CSI format. The three (3) design deliverables would be on 24-inch by 36-inch sheets and are defined below.

Subtask 2.1 Field Review and Update Database

Wallace Group will conduct a site visit to review some of the grates to confirm and update, if necessary, information provided in the database. This effort is based on completing the on-site visit in 4 hours.

Subtask 2.2 50% Design Documents

The 50% design documents will show the proposed grate replacements on a maximum of three standard details. The grate locations will be shown on atlas maps. Profiles and traffic control plans will not be provided. The plan set would be in 24 by 36-inch format and would include the following:

1. Cover Sheet including Key Map, Vicinity Map, Table of Grates, Sheet Index, General and Construction Notes (1 sheet maximum).
2. Map showing locations of grates (2 sheets maximum)
3. Details Sheet (1 sheet maximum)
4. Draft Front-End Specifications (modified for this project from City's Boiler Plate Front End Specifications)
5. Draft Technical Specifications (Reflective of 50% Design)
6. Draft Engineer's Opinion of Probable Construction Costs (EOPCC)



Subtask 2.3 90% Design Documents

The 90% design documents will supplement the 50% design documents. The 90% design documents will incorporate one round of comments from city staff and show the proposed grate replacements on the sheets specified for the 50% submittal, above.

Subtask 2.4 Final Construction Documents

The final construction documents will supplement the 90% design documents. The final documents will incorporate one round of comments from city staff and show the proposed grate replacements on the sheets specified for the 50% submittal, above.

Deliverables:

- Plans (50%, 90%, and final)
- Specifications (50%, 90%, and final)
- Engineer's Opinion of Probable Construction Costs (50%, 90%, and final)

All deliverables will be submitted electronically in Adobe PDF document format only.

Task 3: Bid Phase and Engineering Services During Construction

Wallace Group will provide professional engineering support during bidding and construction as outlined below.

Subtask 3.1 Bid Phase Services

Wallace Group will organize one pre-bid conference, prepare agenda and minutes, and sign in sheet. We assume that the City will prepare the bid notice for advertisement in local newspaper and maintain the plan holders list. Wallace Group will be available to receive, review, and respond to requests for information (RFIs) during the bidding phase of the Project. These responses will be issued to plan holders and potential bidders in the form of an addendum. It should be anticipated that two (2) formal addenda may be issued during the subject bidding phase services. We have allocated 30 hours to support the bid phase.

Deliverables:

- Up to two (2) addenda in response to RFIs submitted electronically in Adobe PDF format

Subtask 3.2 Submittal/Shop Drawing Review

Wallace Group will review submittals for materials or processes for technical conformance with the contract documents. We will also review shop drawings for items specified in the technical specifications as well as vendor/supplier information, as relevant to the technical specifications. We have budgeted 60 hours for reviewing and providing comments to contractor submittals under this task. This would provide for one initial review for the 41 storm drain inlets and re-review of up to half of these submittals.

Deliverables

- Review and provide comments on Contractor Submittals through Procore.

Subtask 3.3 Request for Information/Clarification (RFI/RFC)

Wallace Group will review RFI's and RFC's for technical conformance and prepare a response to the Contractor. RFI and RFC's that have potential impacts on cost will be coordinated closely with the City prior to issuing a response. We have budgeted 20 hours for reviewing and providing comments to RFIs/RFCs under this task.

Deliverables

- Review and provide comments on Contractor's RFIs/RFCs through Procore.



Subtask 3.4 Coordination and Compliance with Stakeholders

Wallace Group will coordinate design requirements with governmental entities and agencies, private utilities, and all other parties either involved in infrastructure improvements or otherwise affected by the design of this Project. Wallace Group has allocated 10 hours to coordinate with stakeholders.

Deliverables:

- Electronic copies of correspondences

Subtask 3.5 Record Drawings & Field Observations

Wallace Group will incorporate the Contractor's markups of the construction drawings into record drawings. Up to two (2) field inspections are anticipated during the project to observe project conditions. We have budgeted up to 4 hours for each field visit and 40 hours for record drawings preparation.

Deliverables

- One (1) set record drawings in Adobe PDF format.

Task 4: Construction Management & Inspection: Pre-Construction Services

Following receipt of the bids, Wallace Group's Construction Management will assist the City with getting the project kicked off by establishing communication channels, scheduling the Pre-Construction/Kick Off Meeting, and managing reviews and responses to submittals and RFIs.

Project Communication and Coordination

- Facilitate project communication and coordination with the City, the design team, emergency services, utility providers, property owners, the Contractor, and other stakeholders
- Perform kick off meeting with the City to introduce project team members, establish working relationships, and discuss key project components
- Act as the point of contact for community members to contact with project concerns and work with the stakeholders to address these concerns in a timely manner
- Review contractors proposed notifications to property owners and other stakeholders effected

Procore: Construction Management Software

- Utilize Procore software for the project to handle all project documentation (RFIs, Submittals, Inspector Logs, Progress Payments, Photos, etc.) in a single, easy to use location
- Provide introduction to City staff if unfamiliar with the software
- Distribute project information via Procore to the Project Team

Pre-Construction Meeting

- Review plans, specifications, environmental documents, Engineer's Estimate, and the Contractor's completed bid form
- Pre-Construction Conference - Prepare agenda, schedule, and facilitate the meeting and issue minutes, with input from the City's Representative and other project stakeholders
- Review, comment, and accept the Contractor's baseline project schedule
- Review existing conditions and site constraints
- We have assumed a total of 12 hours for this item.



Pre-Construction Photo and Video Documentation

- Collect pre-construction photos and videos of project site and adjacent areas just prior to the start of construction
- Each photo will record the date and time
- Photos will be collected and maintained in Procore, available to the project team throughout construction, and included in the project close out documentation
- We have assumed a total of 8 hours for this item.

Submittal and Request for Information (RFI) Management

- Utilize Procore to track and review submittals and RFI's from Contractor in coordination with the Engineer of Record
- Assist contractor and design engineer in establishment of list of required submittals based on the plans and specifications
- Process RFIs and submittals in a timely manner and make available to project team
- Develop and maintain Submittal and RFI logs for easy reference and tracking to assure
- Maintain electronic copies within Procore. Paper or emailed copies can be provided as requested.
- We have assumed a total of 12 submittals and 10 RFIs

Task 5: Construction Management & Inspection: Construction Services

Based on the description above of 41 storm drain inlets to be replaced, we have assumed a construction duration 60 working days for the Contractor to complete the work. We have assumed an average of 5 hours/day of field construction inspection time and note that this time will be dependent on construction activity and adjusted as required. We have also included 10 working days at 10 hours per day for the Contractor to restore AC paving.

Since this project has not yet been designed and a construction duration established, Wallace Group reserves the right to reevaluate the construction management and inspection portion of this proposal once a finalized design has been completed.

Project Schedule & Weekly Construction Meeting

- Monitor overall project progress with respect to accepted Baseline Schedule
- Review Contractors 3-Week Look Ahead Schedule and assist with forecasting and coordinate scheduling of testing and inspections
- Keep stakeholders informed of the construction schedule
- Weekly Progress Meetings - Schedule, develop agenda, and minutes for meeting with Contractor, Construction Management Team, City staff, Design Team, and other necessary entities

Change Order Management

- Review and qualify Contractor requested change orders, including review of scope of work, proposed quantities, labor rates, and contractors mark up
- Provide change orders for City's review and acceptance prior to work taking place
- Establish and maintain files and documentation for use in change negotiations or potential claims

Quantity Calculations and Progress Estimates

- Maintain quantity calculations throughout the project
- Coordinate daily reports and quantities with the Contractor
- Review monthly Request for Payment and recommend approval for payment to the City
- Collect delivery and materials tickets for project record



Construction Observation/Inspection

- Provide onsite inspection and oversight during construction, hours/level of inspection to depend on construction activity phase
- Prepare inspection reports, including tracking labor, equipment, weather, observations/notes, quantities, and photos. Daily reports to be made available to the City's Designated Representative via Procore or in PDF format
- Wallace Group Inspections and oversight include:
 - Traffic control implementation
 - Review of Contractors BMPs for general stormwater compliance
 - Storm drain inlet removal and replacements
 - Materials and Material Delivery
- Assist with coordination of the following:
 - City's material testing consultant
 - City Staff for select inspection items as requested
- Report to the City when work is performed that is unsatisfactory, faulty, or does not conform to the Contract documents and advise on how the work should be remedied
- Inspector will help to coordinate notification of local agencies or other City Departments
- Review compliance with contract documents
- Record and report design modifications
- Review Contractor's survey work and layout for general conformance

Materials Testing & Quality Assurance

- Review material and quality control plan submittals are in conformance with project plans and specifications
- Observe compaction of HMA paving operations or PCC placement for overall quality and final product (we have budgeted for 10 days of paving at 10 hours/day)

Site Documentation

- Maintain photographic and written documentation throughout the project in Procore and available to the entire team at all times

Stormwater Compliance and Permits

- Monitor stormwater protection measures throughout the project to assure Contractor's compliance with the Contract

Safety

- Monitor Contractor's safety practices for compliance with safety program
- Utilize the following documents during field safety monitoring program:
 - CAL-OSHA Construction safety orders
 - Traffic Control Plan
 - Contractor's safety plan
- Work with the Contractor to resolve safety concerns on site
- Advise City of observed or unresolved deficiencies

Task 6: Construction Management & Inspection: Post-Construction Services

Final Inspection and Punch List

- Observe complete and near complete work for deficiencies
- Establish and maintain punch list and track items to resolution
- Recommend and approve final payment to the Contractor
- Assist with the preparation and signing of the Acknowledgement of Construction Closeout and Release of Claims form
- Prepare Notice of Completion and send to City's Designated Representative



As-Built Drawings

- Review as-built drawings with the Contractor throughout the project
- Assist City and Design Engineer in review and completion of final certified record drawings

Project Closeout

- Assemble and deliver all records, reports, certificates, pictures upon project completion
- Files can be delivered in hard copy and/or electronic format (PDF), as requested

SCHEDULE

We will begin coordinating work within 2 weeks of authorization to start. The first order of business would be to schedule a kick-off meeting with city staff and conduct a site visit outlined above. The 50% documents submittal would be submitted within 6 weeks of the kickoff meeting.

TO BE PROVIDED BY THE CLIENT

- As-built drawings, if any
- CEQA Documentation
- Client shall provide the DIR Project Number for this project. To do so, the Client will need to complete the PWC-100 form and submit to the DIR prior to the commencement of the field survey. This is required to be in compliance with State of California Prevailing Wage laws.

ITEMS NOT INCLUDED IN SCOPE OF SERVICES

The following services may also benefit your project. Wallace Group can provide these services, directly or through sub-consultants, however, they are not included in the current Scope of Services or estimate of fees:

- CEQA Compliance documentation
- Topographic survey
- Right-of-way survey and/or title research
- Storm Water Pollution Prevention Plan (SWPPP)
- Design for ADA compliance, such as sidewalks and curb ramps
- Design for utilities, such as rerouting storm drain piping or adjacent underground utilities
- Temporary construction areas or temporary construction easements
- Preparation of Legal Descriptions/Easements, excepting draft TCEs for private property
- Materials testing
- Maintain plan holders' list
- Prepare bid notice for advertisement in local newspaper, distribute bid documents to local plan rooms
- Conduct public bid opening
- Compaction Testing (backfill will be specified as cement-sand slurry and HMA compaction will be by the Method method).
- Permits and permit fees
- Public Meetings
- Utility locating



PROJECT FEES

Wallace Group will perform the services denoted in the proposed Scope of Services outlined above in accordance with the attached Standard Billing Rates (Exhibit A). These services will be invoiced monthly on an accrued cost basis, and our total fees, including reimbursables will not exceed our estimated fee of \$196,626 without receiving written authorization from the Client (Exhibit C).

At your request, additional services to the Scope of Services will be performed by Wallace Group following the signature of our Contract Amendment or the initiation of a new contract.

TERMS AND CONDITIONS

In order to convey a clear understanding of the matters related to our mutual responsibilities regarding this proposal, the attached Standard Terms and Conditions (Exhibit B) are considered a part of our proposal agreement. If this proposal meets with your approval, please sign where indicated and return to our office, which will serve as our notice-to-proceed.

We want to thank you for this opportunity to present our proposal for design services. If you would like to discuss this proposal in greater detail, please feel free to contact me or Project Manager, Rick Riedl.

Sincerely,

WALLACE GROUP, a California Corporation

Kari E. Wagner, PE C66026
Principal
612 Clarion Court
San Luis Obispo
California 93401
T 805 544-4011
F 805 544-4294
www.wallacegroup.us

TERMS AND CONDITIONS ACCEPTED:

Signature

Printed Name

Title

Date

Attachments
GGM: PP22-7624, 2022, std
Exhibit A
Exhibit B
Exhibit C

THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE DATE OF THIS DOCUMENT.

Exhibit A
Standard Billing Rates



Engineering, Design & Support Services:

Assistant Designer/Technician	\$110
Designer/Technician I - IV	\$115/\$125/\$135/\$145
Senior Designer/Technician I - III	\$158/\$165/\$172
GIS Technical Specialist	\$150
Senior GIS Technical Specialist	\$160
Associate Engineer I - III	\$130/\$140/\$150
Engineer I - IV	\$160/\$165/\$170/\$175
Senior Engineer I - III	\$185/\$190/\$195
Director	\$200
Principal Engineer/Consulting Engineer	\$240
Principal	\$260

Surveying Services:

Prevailing Wage*

Party Chief	\$175	\$225
Instrument Person	\$115	\$145
Associate Survey Technician	\$110	
Survey Technician I - IV	\$130/\$135/\$145/\$150	
Land Surveyor I - III	\$155/\$165/\$175	
Senior Land Surveyor I - III	\$180/\$185/\$190	
Director	\$200	
Principal Surveyor	\$240	
Principal	\$260	

Support Services:

Office Assistant	\$100
Project Assistant I - III	\$110/\$115/\$125

***Prevailing Wage:**

State established prevailing wage rates will apply to some services based on state law, prevailing wage rates are subject to change over time and geographic location.

Right to Revisions:

Wallace Group reserves the right to revise our standard billing rates on an annual basis, personnel classifications may be added as necessary.

Additional Professional Services:

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$400 an hour. If required to meet schedule requests, overtime on a project will be billed at 1.5 times the employee's typical hourly rate.

Direct Expenses:

Direct expenses will be invoiced to the client and a handling charge of 15% may be added. Sample direct expenses include, but are not limited to the following:

- travel expenses
- sub-consultant services
- agency fees
- delivery/copy services
- mileage (per IRS rates)
- other direct expenses

Invoicing and Interest Charges:

Invoices are submitted monthly on an accrued cost basis. A finance charge of 1.5% per month may be assessed on all balances that are thirty days past due.

Exhibit B
Standard Terms and Conditions
Wallace Group Proposal No. PP22-7714
Contract Agreement Date: March 2, 2023

CLIENT: **CITY OF SEASIDE**
440 Harcourt Avenue, Seaside, California 93955

CONSULTANT: **WALLACE GROUP, A CALIFORNIA CORPORATION**
612 Clarion Court, San Luis Obispo, California 93401

CLIENT and CONSULTANT agree that these Standard Terms and Conditions, comprised of pages 1 through 6, and the associated written Scope of Services and budget constitute the entire Agreement between the CLIENT and the CONSULTANT. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the CLIENT and the CONSULTANT.

ARTICLE 1. GENERAL PROVISIONS

1.1 Preamble

This Agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the CLIENT and the CONSULTANT, with a positive commitment to honesty and integrity, agree to the following:

That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and each will cooperate in the common endeavor of the contract.

1.2 Governing Law and Jurisdiction

The CLIENT and the CONSULTANT agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of California. It is further agreed that any legal action between the CLIENT and the CONSULTANT arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in San Luis Obispo, California.

1.3 Precedence of Conditions

Should any conflict exist between the terms herein and the form of any purchase order or confirmation issued, the Terms and Conditions herein shall prevail in the absence of CONSULTANT'S express written consent of others conditions.

1.4 Standard of Care

In providing services under this Agreement, the CONSULTANT will endeavor to perform said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

1.5 Corporate Protection

It is intended by the parties to this Agreement that the CONSULTANT'S services in connection with the Project shall not subject the CONSULTANT'S individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a California corporation, and not against any of the CONSULTANT'S individual employees, officers or directors.

1.6 Confidentiality

The CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than the CONSULTANT'S employees, Subconsultants and the general Contractor and Subcontractors, if appropriate, any data or information not previously known to and generated by the CONSULTANT or furnished to the CONSULTANT and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for the CONSULTANT to defend itself from any legal action or claim.

1.7 Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and CONSULTANT agree to require a similar provision in all contracts with Contractors, Subcontractors, Subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

1.8 Timeliness of Performance

The CLIENT and CONSULTANT are aware that many factors outside the CONSULTANT'S control may affect the CONSULTANT'S ability to complete the services to be provided under this Agreement. The CONSULTANT will perform these services with reasonable diligence and expediency consistent with sound professional practices.

1.9 Severability

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

1.10 Survival

Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

1.11 Statutes of Repose and Limitation

All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date the CONSULTANT'S services are completed or terminated.

1.12 Defects in Service

The CLIENT shall promptly report to the CONSULTANT any defects or suspected defects in the CONSULTANT'S services of which the CLIENT becomes aware, so that the CONSULTANT may take measures to minimize the consequences of such a defect. The CLIENT further agrees to impose a similar notification requirement on all Contractors in its CLIENT/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the CLIENT and the CLIENT'S Contractors or Subcontractors to notify the CONSULTANT shall relieve the CONSULTANT of the costs or remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

1.13 Jobsite Safety

Neither the professional activities of the CONSULTANT, nor the presence of the CONSULTANT or its employees or Subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, constructions means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with contract documents and any health or safety precautions required by any regulatory agencies. The CONSULTANT and its personnel have no authority to exercise any control over any construction Contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT'S contract with the General Contractor. The CLIENT also agrees that the CLIENT, the CONSULTANT and the CONSULTANT'S Subconsultants shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor's policies of general liability insurance.

1.14 Assignment: Subcontracting

Neither CLIENT nor CONSULTANT shall assign its interest in this agreement without the written consent of the other. CONSULTANT may not subcontract any portion of the work to be performed hereunder without such consent.

1.15 Force Majeure

Any delay or default in the performance of any obligation of CONSULTANT under this agreement resulting from any cause(s) beyond CONSULTANT'S reasonable control shall not be deemed a breach of this agreement. The occurrence of any such event shall suspend the obligations of CONSULTANT as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.

1.16 Disputes

(a) Notwithstanding any other provision of this Agreement and except for the provisions of (b) and (c), if a dispute arises regarding CONSULTANT'S fees pursuant to this contract, and if the fee dispute cannot be settled by discussions between CLIENT and CONSULTANT, both the CLIENT and CONSULTANT agree to attempt to settle the fee dispute by mediation through the American Arbitration Association (or other mediation service) before recourse to arbitration. If mediation does not resolve the fee dispute, such dispute shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

(b) Subdivision (a) does not preclude or limit CONSULTANT'S right to elect to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) does not preclude or limit CONSULTANT'S right to elect to perfect or enforce applicable mechanics lien remedies.

1.17 Attorneys' Fees

In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

1.18 Services by CLIENT

CLIENT shall pay all other charges not specifically covered by the terms of this agreement, unless specifically included in the Scope of Services. The CLIENT shall furnish, at the CLIENT'S expense, all information required by this Agreement. The CONSULTANT may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

1.19 Retention

If any portion of CONSULTANT'S fee is held in retention, such amount shall be released within thirty days after invoicing for completion of corresponding services. Interest shall be paid at the rate of 1.5% per month on any retention amounts not paid within this thirty-day period.

ARTICLE 2. DEFINITIONS

2.1 Burdened Labor Costs

Burdened labor costs shown on the Standard Billing Rates include payroll taxes, worker's compensation insurance, and other overhead costs applicable to the typical standard of care.

2.2 Direct Expenses

Expenditures made by the CONSULTANT, its employees or its Subconsultants in the interest of the Project. Applicable reimbursable direct expenses are defined on the Standard Billing Rates.

ARTICLE 3. COMPENSATION

3.1 Payment Due

Invoices shall be submitted by the CONSULTANT monthly, are due upon presentation and shall be considered past due if not paid in full within thirty (30) days of the invoice date.

3.2 Interest

If payment in full is not received by the CONSULTANT within thirty (30) calendar days of the invoice date, the invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the past due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

3.3 Collection Costs

If the CLIENT fails to make payments when due and the CONSULTANT incurs any costs in order to collect overdue sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to the CONSULTANT. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable CONSULTANT staff costs at Standard Billing Rates for the CONSULTANT'S time spent in efforts to collect. This obligation of the CLIENT to pay the CONSULTANT'S collection costs shall survive the term of this Agreement or any earlier termination by either party.

3.4 Termination or Suspension of Services

This agreement may be terminated or suspended by either party effective seven (7) days from the date of written notice, or if the CLIENT suspends the work for three (3) months. Upon receipt of a notice of termination or suspension, CONSULTANT will stop or suspend its work and provide same direction for the work of all its Subcontractors and suppliers. Failure of CLIENT to make payments when due shall be cause for suspension of services or ultimately, termination, unless and until CONSULTANT has been paid in full all amounts due for services, expenses and other approved related charges. CONSULTANT shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension or termination caused by any breach of this Agreement by the CLIENT. Upon payment-in-full by the CLIENT, CONSULTANT shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any reasonable time and expense necessary for the CONSULTANT to resume performance.

3.5 Retention Discounts

Payment of invoices shall not be subject to any discounts or retention by the CLIENT, unless agreed to in writing by the CONSULTANT. Payment to the CONSULTANT for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

3.6 Satisfaction with Services

Payment of any invoice by the CLIENT to the CONSULTANT shall be taken to mean that the CLIENT is satisfied with the CONSULTANT'S services to the date of payment and is not aware of any deficiencies in those services.

3.7 Disputed Invoices

If the CLIENT objects to any portion of any invoice, the CLIENT shall so notify the CONSULTANT in writing within ten (10) days of receipt of the invoice. The CLIENT shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within thirty (30) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within forty-five (45) calendar days in

accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the CLIENT on all disputed invoice amounts that are subsequently resolved in the CONSULTANT'S favor and shall be calculated on the unpaid balance from the invoice date.

3.8 Payments to the CONSULTANT

Payments to the CONSULTANT shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the CLIENT of offsetting reimbursement or credit from other parties who may have caused additional services or expenses. No withholdings, deductions or offsets shall be made from the CONSULTANT'S compensation for any reason unless the CONSULTANT has been found to be legally liable for such amounts.

3.9 Advance Payment: Withholding Work Product

CONSULTANT reserves the right to require payment in advance for work estimated to be done during a given billing period. CONSULTANT, without any liability to CLIENT, reserves the right to withhold any services and work products herein contemplated pending payment of CLIENT'S outstanding indebtedness or advance payment as required by CONSULTANT. Where work is performed on a reimbursable basis, budget may be increased by amendment to complete the Scope of Services. CONSULTANT is not obligated to provide services in excess of the authorized budget.

ARTICLE 4. SERVICES, ADDITIONAL SERVICES, AND AMENDMENTS

4.1 Definitions

Services and work products not expressly included with those specified in this agreement, as determined by CONSULTANT, are not covered by this agreement. Such services and work products will be provided only upon compliance with the procedures set forth in Article 4.5 of this Agreement.

4.2 Services During Construction

Any construction inspection or testing provided by CONSULTANT is for the purpose of determining the Contractor's compliance with the functional provisions of the project specifications only. CONSULTANT in no way guarantees or insures Contractor's work nor assumes responsibility for methods or appliances used by the Contractor for job site safety or for Contractor's compliance with laws and regulations. CLIENT agrees that in accordance with generally accepted construction practices the construction Contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project including safety of all persons and property and that this responsibility shall be continuous and not be limited to normal working hours.

4.3 Soil Testing

CONSULTANT makes no representations concerning soil conditions, and is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing. It is the CLIENT'S responsibility to obtain a soils report upon which report CONSULTANT can rely.

4.4 Opinion of Probable Construction Costs

In providing opinions of probable construction cost, the CLIENT understands that the CONSULTANT has no control over cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the CONSULTANT'S opinions of probable construction costs are made on the basis of the CONSULTANT'S professional judgment and experience. CONSULTANT makes no warranty, express or implied, that bids or negotiated cost of the Work will not vary from the CONSULTANT'S opinion of probable construction cost.

4.5 Additional Services

Additional services or work products requiring an adjustment of CONSULTANT'S original estimated budget or fixed fee will be provided at CLIENT'S request upon execution of a written amendment to this agreement expressly referring to the same and signed by both parties.

ARTICLE 5. TERMINATION OF AGREEMENT

5.1 Due to Default

This agreement may be terminated by either party upon seven (7) days written notice should the other party fail to substantially perform in accordance with this agreement through no fault of the party initiating the termination.

5.2 Without Cause

This agreement may be terminated by CLIENT upon at least fourteen (14) days written notice to CONSULTANT in the event that the project is abandoned.

5.3 Termination Adjustment: Payment

If this agreement is terminated through no fault of the CONSULTANT, CONSULTANT shall be paid for services performed and costs incurred to the termination notice date, including reimbursable expenses due, plus an additional amount not to exceed ten percent (10%) of charges incurred to the termination notice date to cover services to orderly close the work and prepare project files and documentation, plus any additional direct expenses incurred by CONSULTANT including but limited to cancellation fees or charges. CONSULTANT will use reasonable efforts to minimize such additional charges.

ARTICLE 6. LIMITATION OF LIABILITY: WAIVER: WARRANTY

6.1 Limitation of Liability

In recognition of the relative risks and benefits of the project to both the CLIENT and the CONSULTANT, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the CONSULTANT to the CLIENT shall not exceed \$50,000.00, or the CONSULTANT'S total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

6.2 Contractor and Subcontractor Claims

The CLIENT further agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT and the CONSULTANT'S officers, directors, partners, employees and Subconsultants to all construction Contractors and Subcontractors on the Project for any and all claims, losses, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the CONSULTANT and the CONSULTANT'S Subconsultants to all those named shall not exceed \$50,000.00, or the CONSULTANT'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

6.3 Warranty

CONSULTANT makes no warranty, either express or implied, as to CONSULTANT'S findings, recommendations, specifications, or professional advice, except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance.

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the CONSULTANT are revealed, to the extent that they affect the Scope of Services, compensation, schedule, allocation of risks or other material terms of this Agreement, the CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The CONSULTANT shall notify the CLIENT of the changed conditions necessitating renegotiation, and the CONSULTANT and the CLIENT shall promptly and in good faith enter into renegotiations of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination Provision hereof.

If the Scope of Services pursuant to this agreement does not include on-site construction review, construction management, or other construction supervision for this project, or if subsequent to this agreement CLIENT retains other persons or entities to provide such services, CLIENT acknowledges that such services will be performed by others and CLIENT will defend, indemnify and hold CONSULTANT harmless from any and all claims arising from or resulting from the performance of such services by other persons or entities except claims caused by the sole negligence or willful misconduct of CONSULTANT; and from any and all claims arising from or resulting from clarifications, adjustments, modifications, discrepancies or other changes necessary to reflect changed field or other conditions, except claims caused by the sole negligence or willful misconduct of CONSULTANT.

6.4 Interpretation

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary responsibility, tort (including negligence), strict or statutory liability, or any other cause of action, provided that these limitations on liability, waivers and indemnities will not apply to any losses or damages that may be found by a trier of fact to have been caused by the CONSULTANT'S sole or gross negligence or the CONSULTANT'S willful misconduct. The parties also agree that the CLIENT will not seek damages in excess of the contractually agreed-upon limitations directly or indirectly through suites against other parties who may join the CONSULTANT as a third-party defendant. "Parties" means the CLIENT and the CONSULTANT, and their officers, directors, partners, employees, Subcontractors and Subconsultants.

6.5 Delays

The CLIENT agrees that the CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond the CONSULTANT'S control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by the CLIENT of the CLIENT'S Contractors or CONSULTANT'S; or discovery of any hazardous substances or differing site conditions.

ARTICLE 7. HAZARDOUS WASTE MATERIALS

7.1 Liability

CONSULTANT hereby states and CLIENT hereby acknowledges that CONSULTANT has no professional liability insurance for claims arising out of the performance of or failure to perform professional services, including, but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing substances including, but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as

would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Accordingly, the CLIENT hereby agrees to bring no claim for negligence, breach of contract indemnity or otherwise against the CONSULTANT, its principals, employees, and agents if such claim, in any way, would involve the CONSULTANT'S services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous waste materials. CLIENT further agrees to defend, indemnify and hold harmless CONSULTANT, its officers, directors, principals, employees and agents from any asbestos and/or hazardous waste material related claims that may be brought by third parties as a result of the services provided by the CONSULTANT pursuant to this agreement except claims caused by the sole negligence or willful misconduct of the CONSULTANT.

ARTICLE 8. OWNERSHIP AND REUSE OF DOCUMENTS

8.1 CONSULTANT Ownership

All original papers, documents, drawings, electronic media and other work product of CONSULTANT, and copies thereof, produced by CONSULTANT pursuant to this agreement shall remain the property of CONSULTANT and may be used by CONSULTANT without the consent of CLIENT. Upon request and payment of the costs involved, CLIENT is entitled to a copy of all papers, documents and drawings provided CLIENT'S account is paid current.

8.2 Document Reuse

In the event the CLIENT, the CLIENT'S Contractors or Subcontractors, or anyone for whom the CLIENT is legally liable makes or permits to be made any changes to any reports, plans specifications or other construction documents prepared by the CONSULTANT without obtaining the CONSULTANT'S prior written consent, the CLIENT shall assume full responsibility for the results of such changes. Therefore the CLIENT agrees to waive any claim against the CONSULTANT and to release the CONSULTANT from any liability arising directly or indirectly from such changes. In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. In addition, the CLIENT agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any Subcontractors of any tier from making any changes or modifications to the CONSULTANT'S construction documents without the prior written approval of the CONSULTANT and further requires the Contractor to indemnify both the CONSULTANT and the CLIENT from any liability or cost arising from such changes made without proper authorization.

8.3 Electronic Media Alteration and Reuse

Because CADD information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, CONSULTANT reserves the right to remove all indicia of its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by CONSULTANT in CADD form only for information and use by CLIENT for the specific purpose for which CONSULTANT was engaged. Said materials shall not be used by CLIENT, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended by CONSULTANT without CONSULTANT'S express written permission. Unauthorized modification or reuse of the materials shall be at CLIENT'S sole risk, and CLIENT agrees to defend, indemnify, and hold CONSULTANT harmless, from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the unauthorized modification or use of these materials.

Exhibit C

Wallace Group Team Resource Estimate for the City of Seaside Bike Safe Grates – Phase 2 Design and Construction Management

PHASE/TASK	TASK DESCRIPTION	PRINCIPAL	PRINCIPAL ENGINEER	DIRECTOR	ENGINEER II	Assistant Resident Engineer	CONSTRUCTION INSPECTOR (Prevailing Wage)	Misc. Direct Costs	TOTAL LABOR HOURS	LABOR \$	TOTAL COST \$
		HRS	HRS	HRS	HRS	HRS	HRS	Cost	HRS		
		RATE	\$260	\$240	\$195	\$165	\$170	\$180			
1	Project Management & Meeting	2	50		25			\$350	77	\$16,645	\$16,995
2	Prepare Construction Documents		60		120			\$475	180	\$34,200	\$34,675
3	Bid Phase & Engineering Services During Construction		80		90			\$575	170	\$34,050	\$34,625
4	Pre-Construction Phase Services			8		48		\$219	56	\$9,720	\$9,939
5	Construction and Inspection Phase Services			8		120	400	\$938	528	\$93,960	\$94,898
6	Post-Construction Phase Services			4		24		\$219	28	\$4,860	\$5,079
	SUB-TOTALS	2	190	20	235	192	400	\$2,775	1,039		
	WALLACE GROUP LABOR COSTS	\$520	\$45,600	\$3,900	\$38,775	\$32,640	\$72,000				\$193,435
	WALLACE GROUP DIRECT COSTS										\$2,775
	SUBCONSULTANT DIRECT COSTS										
	DIRECT COSTS OVERHEAD @									15%	\$416.25
	TOTAL										\$196,626

Task Budgets may fluctuate within Overall Budget

EXHIBIT B

INSURANCE REQUIREMENTS

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

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

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

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

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

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

Umbrella or excess liability insurance. [Optional depending on limits required]. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including

commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting

endorsement of any kind that has not been first submitted to Agency and approved of in writing.

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

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

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

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

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

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

EXHIBIT C

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

Table of Contents

Introduction.....	1
Proposal Requirements.....	1
Statement of Qualifications Submittal Requirements	2
Schedule for Selection Process	2
Questions Regarding This Project	3
Form of Agreement	3
Evaluation and Rating Criteria.....	3
PRELIMINARY SCOPE OF SERVICES	3
General Provisions	4
Non-Discrimination & Non-Preferential Treatment	6
Grounds for Disqualification.....	6
Records and Financial Data	6

Introduction

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

Proposal Requirements

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

City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

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

Statement of Qualifications Submittal Requirements

The SOQ should include the following information:

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

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

Schedule for Selection Process

The proposed consultant selection schedule is as follows.

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

Questions Regarding This Project

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

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

Form of Agreement

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

Evaluation and Rating Criteria

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

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

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

PRELIMINARY SCOPE OF SERVICES

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

A. Engineering Services

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

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

B. Professional Services

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

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

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

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

General Provisions

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

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

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

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

Non-Discrimination & Non-Preferential Treatment

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

Grounds for Disqualification

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

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

Records and Financial Data

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

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

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

RESOLUTION NO. 22-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING AN ON-CALL LIST FOR ENGINEERING SERVICES

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

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

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

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

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

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

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

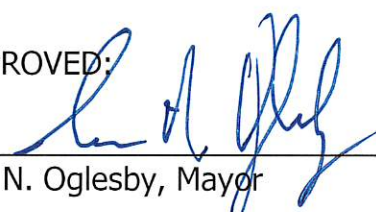
NOW THEREFORE, BE IT RESOLVED, that the City of Seaside City Council approve the firms listed in Exhibit 'A' to provide engineering services on an as needed basis; and

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

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

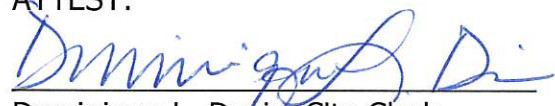
AYES:	5	COUNCIL MEMBERS	Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard
NOES:	0	COUNCIL MEMBERS	None
ABSENT:	0	COUNCIL MEMBERS	None
ABSTAIN:	0	COUNCIL MEMBERS	None

APPROVED:



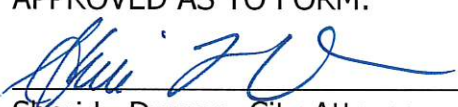
Ian N. Oglesby, Mayor

ATTEST:



Dominique L. Davis, City Clerk

APPROVED AS TO FORM:



Sheri L. Damon, City Attorney



EXHIBIT "A"

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

Kimley-Horn and Associates, Inc.

1615 Bunker Hill Way, #200
Salinas, CA 93906

Harris & Associates, Inc.

450 Lincoln Avenue, Suite 103
Salinas, CA 93901

Schaaf & Wheeler, Consulting Civil Engineers

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

Ruggeri-Jensen-Azar, Inc.

8055 Camino Arroyo
Gilroy, CA 95020

Verde Design, Inc.

2455 The Alameda
Santa Clara, CA 95050

Wallace Group, Inc.

201 John Street, Suite H
Salinas, CA 93901

MNS Engineers, Inc.

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

Whitson Engineers, Inc.

6 Harris Court
Monterey, CA 93940

Pavement Engineering, Inc.

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

CSG Consultants, Inc.

3150 Almaden Expressway, #255
San Jose, CA 95118

ZFA Structural Engineers, Inc.

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



CITY OF SEASIDE STAFF REPORT

Item No.: 8.D.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer
Kirstin van Gend, Administrative Analyst II

DATE: April 6, 2023

**SUBJECT: ADOPT A RESOLUTION APPROVING THE APPLICATION FOR
GRANT FUNDS FROM THE CLEAN CALIFORNIA LOCAL GRANT
PROGRAM FOR CONSTRUCTION OF PART 2, PHASE 2 OF THE
CUTINO PARK IMPROVEMENTS PROJECT**

RECOMMENDATION

Adopt a resolution to apply for grant funds from the Clean California Local Grant Program for construction of Part 2, Phase 2 of the Cutino Park Improvement Projects.

BACKGROUND

The Public Works Engineering Division would like to submit a grant application to the Clean California Local Grant Program, administered by Caltrans. Funding from this grant would assist in the construction of Part 2, Phase 2 of the Cutino Park Improvement project in the City of Seaside. The maximum amount that can be requested for a project is \$5,000,000.00, and requests under \$3,000,000.00 are more competitive. A required local match element is included based on the severity of disadvantage of the community surrounding the project.

Cutino Park is located at the Corner of Noche Buena Street and San Pablo Avenue. Cutino Park Improvement Part 2, Phase 2 Project includes the construction of a picnic area, a fitness trail, and a fitness area with fitness equipment.

Cutino Park Part 2, Phase 2 Improvement Project is estimated to cost \$1,023,000.00. Grant funds for this phase of the project are 75% of the total cost, \$767,000.00, with the remaining 25%, \$256,000.00, being the required local match element of the grant.

The City Administrative Policy/Grant Management Policy and Procedures says that grant

applications equal to or in excess of \$10,000.00 are required to be approved by the City Council, per City of Seaside policy. The policy requires that the City Council adopt a resolution approving the filing of the application, certifying the project is consistent with the General Plan City goals and objectives, certifying the applicant has sufficient funds available to operate and maintain the project, and appointing the City Manager as agent for the project. Construction of a picnic area, a fitness trail, and fitness area are consistent with the current General Plan Goal COS-1, provide and maintain a high quality parks and recreation system that meets the varying recreational needs of the community.

The Cutino Park Improvement project is a Capital Improvement Project, and it is consistent with the City's policy to focus its efforts on securing grants for capital improvements.

Preparation of the application is in process and will be required to be submitted online to Caltrans by April 28, 2023.

Staff recommends Council adopt a resolution approving the application for grant funds from the Clean California Local Grant.

FISCAL IMPACT

The City contracts with California Consulting, Inc. to prepare grant applications. Although there is no fee for California Consulting to prepare an individual grant application, California Consulting charges the City \$4,000.00 per month for their grant preparation services.

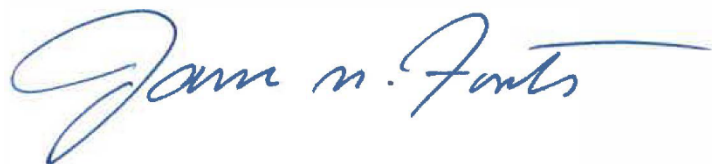
If the application is approved, the maximum amount of grant funds for the project is \$767,000.00, which is 75% of the estimated project amount of \$1,023,000.00.

The City is required to match 25% of the grant funding, and is responsible for any costs above the maximum reimbursable amount of \$767,000.00. Assuming that the construction of Cutino Park Improvement Part 2, Phase 2 costs a total of \$1,023,000.00, the City would be responsible for \$256,000.00. If the Council approves this item tonight, staff will include the project in the FY 2023-24 CIP budget including the \$256,000.00 City match.

ATTACHMENTS

1. Resolution

Reviewed for Submission to the City Council by:



Item

Jaime M. Fontes, City Manager

RESOLUTION NO. 23 –

A RESOLUTION OF THE CITY OF SEASIDE CITY COUNCIL

ADOPT A RESOLUTION APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE CLEAN CALIFORNIA LOCAL GRANT PROGRAM FOR CONSTRUCTION OF THE CUTINO PARK IMPROVEMENT, PART 2, PHASE 2 PROJECT.

WHEREAS, the Clean California Local Grant Program provides funds from Caltrans to local and non-profit organizations to beautify and clean up local streets and roads, tribal lands, parks, pathways, transit centers, and other public spaces.; and

WHEREAS, Caltrans has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing project application; and

WHEREAS, the City of Seaside's internal standard operating procedures require all grant applications for amounts of \$10,000.00 and above to receive approval from the City Council prior to applying for the grant; and

WHEREAS, Cutino Park Improvement Part 2, Phase 2 Project includes the construction of a picnic area, a fitness trail, and a fitness area with fitness equipment; and

WHEREAS, Cutino Park Part 2, Phase 2 Improvement Project is estimated to cost \$1,023,000.00; and

WHEREAS, grant funds for this phase of the project are 75% of the total cost, \$767,000.00, with the remaining 25%, \$256,000.00, being the required local match element of the grant; and

WHEREAS, if grant funds are awarded, the City will enter into an agreement with Caltrans; and

WHEREAS, Construction of a picnic area, a fitness trail, and fitness area are consistent with the current General Plan Goal COS-1, provide and maintain high quality parks and recreation system that meets the varying recreational needs of the community; and

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

1. Approves the filing of an application for the Clean California Local Grant Program; and

2. Certifies that the delivery of Cutino Park Part 2, Phase 2 Improvement Project is consistent with the General Plan or equivalent planning document; and
3. Certifies that the City has or will have available prior to the commencement of any work on the construction of the Cutino Park Improvement Part 2, Phase 2 project, sufficient funds to operate and maintain the project; and
4. Appoints the City Manager as agent to conduct all negotiations, execute and submit all documents, including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the Project.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, duly held on the 6th day of April 2023, by the following votes:

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

Ian Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 8.E.

TO: City Council

FROM: Jaime M. Fontes, City Manager

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

DATE: April 6, 2023

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING AN AGREEMENT WITH
MONTEREY-SALINAS TRANSIT (MST) FOR REIMBURSEMENT
OF COSTS TO DELIVER THE NOCHE BUENA STREET MST BUS
STOP (BULB OUT PROJECT), AND AMENDING THE CAPITAL
IMPROVEMENT PROGRAM TO INCLUDE THE PROJECT**

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute an agreement with Monterey-Salinas Transit (MST) for reimbursement of construction costs for bus stop improvements at the northwest corner of the intersection of Noche Buena Street and San Pablo Avenue and amending the Capital Improvement Program (CIP) to include the Noche Buena Street MST Bulb Out Project.

BACKGROUND

Monterey-Salinas Transit (MST) is the provider of public transit services throughout Monterey County and operates an extensive network of bus routes through the City of Seaside. In 2021, MST underwent a major planning effort for the Comprehensive Operational Analysis (COA). The COA was adopted by the MST board on February 14, 2022. The planned network changes include the construction of a new bus stop, and the removal of inactive bus stops located within the City of Seaside.

The purpose of the route change is to provide a more direct service and make travel times quicker for riders. On October 20, 2022, the City Council approved a new bus stop to be constructed at the north west corner of the intersection of Noche Buena Street and San Pablo Avenue. The Jazz A route no longer operates on La Salle Avenue, Flores Street, or San Pablo Avenue. This has resulted in several bus stops on those streets becoming inactive. The Jazz A route now travels south bound on Noche Buena

Street, past the proposed location for the new bus stop.

The proposed bus stop will extend the current bulb outs on Noche Buena Street so that the bus will stop in the travel lane, and preventing vehicles from passing during passenger loading and unloading. The new Jazz A route will travel along Noche Buena Street and eliminate the turning movement from westbound San Pablo Avenue to southbound Noche Buena Street, making it safer for pedestrians to cross Noche Buena Street on the north side of the Noche Buena Street and San Pablo Avenue intersection. As specified in the reimbursement agreement, MST will reimburse the City for \$49,000.00 for all construction costs of the new bus stop, to include design, construction, construction management, and design support during construction. The City would be responsible for all project costs in excess of the MST \$49,000.00 limit.

If the proposed bus stop is not installed, the next closest stop would be located at the intersection of Mingo Avenue and Noche Buena Street, approximately 1,200 feet away. Residents in the vicinity of Cutino Park would have to walk farther to get to a bus stop.

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 expansion of the existing bulb-out to incorporate a new bus stop is a minor alteration of an existing public feature, involving negligible expansion of use, as described in Section 15301(c).

FISCAL IMPACT

At this time, the construction related costs for the Noche Buena Street bulb-out are estimated to range between \$60,000.00 and \$95,000.00, depending on the size and location of the proposed bulb out improvements. Public Works Staff compared unit costs from multiple recent projects to develop the project cost range estimate. Actual project cost will be determined by received construction bids for the work.

MST has agreed to reimburse the City for all costs up to a maximum reimbursement amount of \$49,000.00, including the costs of design, construction, construction management, and design support during construction. The City will be responsible for all project costs over their reimbursement limit of \$49,000.00.

Pending the approval of the City Council to add this project to the CIP list, the City plans to release an RFP for the construction of the project in May of 2023, with a tentative construction agreement to be awarded in July of 2023. Necessary budget adjustments will be requested at the time of project award, which will be next fiscal year.

ATTACHMENTS

1. Resolution
 2. Agreement
-

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, reading "Jaime M. Fontes", written over a horizontal line.

Jaime M. Fontes, City Manager

RESOLUTION NO. 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING AN AGREEMENT WITH MONTEREY SALINAS TRANSIT FOR REIMBURSEMENT OF COSTS TO DELIVER THE NOCHE BUENA STREET MST BULB OUT PROJECT AND AMENDING THE CAPITAL IMPROVEMENT PROGRAM TO INCLUDE THE PROJECT

WHEREAS, on October 20, 2022, the City Council approved the construction of a new bus stop at Noche Buena Street and San Pablo Avenue; and

WHEREAS, Harris & Associates is developing a plan set for the construction of the bulb out; and

WHEREAS, the estimated cost of construction was provided by comparing unit costs with several active construction contracts, as well as by determination by Harris & Associates qualified staff; and

WHEREAS, Monterey Salinas Transit willfully enters into an agreement to reimburse the City of Seaside for costs related to the design and construction of the bulb out improvements located at Noche Buena Street and San Pablo Avenue, up to a reimbursement limit of \$49,000.00; and

WHEREAS, those improvement include, but are not limited to, the removal of existing sidewalk, curb, gutter, and asphalt, and the construction of new sidewalk and curb and gutter, and the installation of new signage, per MST design guidelines and ADA requirements; and

WHEREAS, the City agrees to pay for the initial costs related to design and construction, in advance of reimbursement by MST, per the agreement, and all costs above the reimbursement limit; and

WHEREAS, the project is categorically exempt per section 15301 of CEQA because the project involves the alteration of an existing bulb out within the City's existing right of way.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to enter into a Reimbursement Agreement with Monterey Salinas Transit to provide for reimbursement for improvements constructed as part of the MST Noche Buena Street bulb out.

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside amends the Capital Improvement Program to include the Noche Buena Street MST Bulb Out Project.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 6th day of April, 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

REIMBURSEMENT AGREEMENT BETWEEN MONTEREY-SALINAS TRANSIT DISTRICT AND CITY OF SEASIDE FOR BUS STOP INFRASTRUCTURE IMPROVEMENTS

THIS REIMBURSEMENT AGREEMENT ("Agreement") is made by and between the Monterey-Salinas Transit District (MST) and the City of Seaside, collectively referred to as "the Parties."

WHEREAS, MST and City of Seaside have a long-standing cooperative working relationship; and

WHEREAS, MST implemented the Better Bus Network in December 2022 with emphasis on decreasing Jazz A Sand City-Aquarium travel time through Sand City, Seaside and Monterey; and

WHEREAS, the Parties desire to implement transit stop improvements in support of the Jazz A fixed-route service (hereinafter, the "Service") which requires construction and/or alteration of sidewalks and street/road work and as more fully described in Exhibit A Scope of Work; and

WHEREAS, MST and the City of Seaside agree that it is preferable for the City of Seaside to lead construction work associated with new bus stops for the Service; and

WHEREAS, MST has completed its environmental review of the Better Bus Network and the concomitant impacts associated with changing the bus routes and the installation of new or additional bus stops; and

WHEREAS, the Parties hereto desire to enter into this reimbursement agreement for construction costs incurred by the City of Seaside and reimbursed by MST; and

WHEREAS, a reimbursement agreement for the payment of costs is not a "project" under California Environmental Quality Act (CEQA) guidelines § 15060 and 15378.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the Parties hereto agree to the following:

1. TERM OF AGREEMENT

This Agreement shall be effective on _____ and, unless terminated as set forth below, shall end upon the certification of completion of a contract for construction, as set forth below.

2. CONSTRUCTION PROJECT

City of Seaside shall manage the construction project, complete any environmental

analysis necessary, and conduct a competitive solicitation for the construction.

City of Seaside shall produce the competitive solicitation for construction that meets all of the appropriate State requirements, bond funding agreement requirements, and needs of the participating agencies and shall conduct a procurement process which meets State procurement requirements necessary to secure a construction contractor.

City of Seaside shall solely review and agree on a responsible contractor as part of the project. If a contractor is selected as part of the Reimbursement Agreement, City of Seaside shall be the entity responsible to enter and manage the agreement for construction of bus stop infrastructure, and require the contractor to complete the scope of work as agreed by the Parties as further described in Exhibit A. If a construction contract is entered into, City of Seaside will provide overall project management and will receive project contractor invoices and pay the invoices upon satisfactory completion of invoiced work.

2.1. MINIMUM TERMS FOR SCOPE OF WORK

The Scope of Work prepared for the services by the City of Seaside pursuant to this Reimbursement Agreement shall contain at least the following provisions:

- Any responsive, responsible bidder must have experience in successfully constructing work as provided in the Scope of Work herein and attached as Exhibit A and the Invitation for Bids issued by the City of Seaside. Any responsive, responsible bidder must have employees or subcontractors assigned who have the proper licensing within the State of California to perform required work.

2.2. REQUIRED TERMS FOR CONSTRUCTION CONTRACT

Any construction contract entered into as a result of City of Seaside procurement process described herein shall contain at least the following provisions:

- The budget for the construction project shall not exceed the amount of \$49,000 including all costs and contingencies. There shall not be any deviation from the project budget for the contract without prior written approval by MST General Manager/ Chief Executive Officer.
- All costs incurred under any approved construction contract shall be based on actual costs and are subject to audit. Substantiating documents (e.g., travel receipts, invoices, etc.) shall be retained by City of Seaside and City of Seaside shall keep an accurate accounting of all costs incurred in the performance of the Project for this Reimbursement Agreement, including providing summary reporting information to MST.

- The allowability of costs shall be determined in accordance with the Office of Management and Budget Circular 2 CFR Chapter I and II, Part 200 et al. as of January 1, 2014. All requests for budget amendment approvals shall be in writing and mutually agreed to by MST and City of Seaside.
- Prior to the beginning and throughout the duration of the work, the contractor, and applicable subcontractors, shall carry the type and amounts of insurance, as shown in Exhibit B, and shall name MST, City of Seaside and their respective Board members, Officers, and employees as additional insured.
- The contractor shall agree to indemnify, defend, and hold harmless MST, City of Seaside, and their respective Board members, Officers, and employees to the fullest extent of the law.

3. COST AND PAYMENTS

MST shall reimburse City of Seaside for any costs relating to the implementation of this Reimbursement Agreement and the development, solicitation, procurement of a responsible contractor, construction management and inspection as set forth in this Agreement. This Paragraph delineates the responsibilities of each Party towards the scope of work on this project.

Upon City of Seaside's approval and execution of a contract with a construction contractor and MST's receipt of a fully executed construction agreement, consistent with the provisions of this Agreement, City of Seaside shall submit an invoice to MST in the amount awarded to the construction contractor. MST agrees to pay costs in amounts not to exceed \$49,000.

If the final invoices paid under an approved construction contract are less than the aforementioned "not to exceed" costs, MST shall retain any unexpended amounts.

City of Seaside shall carefully monitor costs and performance of the contractor, take such steps as necessary to ensure that construction is completed on time and on budget, and shall alert MST on an expedited basis of any questions or concerns in the costs or timely completion of the ultimately approved construction Project. MST shall review City of Seaside reimbursement invoices and provide concurrence or questions on an expedited basis to ensure prompt payment of invoices or the prompt resolution of disputes.

4. MST Project Manager

MST designates Michelle Overmeyer, Director of Planning and Innovation as the Project Manager who will liaison between MST and City of Seaside. MST shall promptly notify City of Seaside of any change in this designation.

5. City of Seaside Representative

City of Seaside designates Patrick Grogan as City of Seaside Representative responsible for the participation in, and for amendments to this Reimbursement Agreement. City of Seaside shall promptly inform MST of any change to its Representative.

6. Scope of Work Revisions

Any significant changes in the performance of this Reimbursement Agreement, including any significant changes to the proposed Scope of Work or Required Contract Terms, described herein shall be in writing and require mutual authorization by the City Manager and MST General Manager / Chief Executive Officer.

7. Administrative Representative

MST designates Lisa Rheinheimer as the Administrative Representative who shall be responsible for the contractual and administrative aspects of this Agreement. Questions and correspondence of an administrative nature shall be directed to the Administrative Representative at MST, 19 Upper Ragsdale Drive, Suite 200, Monterey, California 93940 or by phone at (831) 264-5874 or by email at lrheinheimer@mst.org.

8. Termination

Either Party may terminate this Reimbursement Agreement at any time with or without cause prior to the construction contract by City of Seaside pursuant to this Agreement, through a written Notice of Termination. Notice will be provided not less than fifteen (15) calendar days prior to termination. In the event of termination by MST prior to construction contract, any costs incurred by City of Seaside in preparing bid documents shall be reimbursed by MST.

Nothing in this Section shall limit the Parties ability to mutually terminate this Agreement upon the written mutual consent of the Parties.

9. Indemnification

Each Party shall defend, indemnify, and save harmless the other Party, its officers, agents, and employees against all claims, demands, suits, damages, costs, expenses, losses, including reasonable legal expenses and reasonable attorneys' fees, or liability, in law or in equity, of every kind and nature whatsoever, arising out of or resulting from the negligent acts or omissions of the indemnifying Party (which shall include the indemnifying party's officers, agents, employees or volunteers) in the performance of this Reimbursement Agreement.

10. Disputes

In the event of a dispute arising out of the performance of this Agreement, the disputing Party shall send a written Notice of Dispute to the other Party. Within five (5) working days of receipt of such notice, the Parties shall respond and agree to a meeting for the purpose of discussing the dispute and the facts giving rise to the dispute. If resolution of

the dispute cannot be reached, the affected Party may file appropriate litigation within six months thereafter, or terminate the Agreement pursuant to Section 8.

11. Notices

Notices required under this Agreement shall be delivered personally or by electronic means with delivery and read receipts, or by first-class, postage pre-paid mail to Parties contract administrators at the addresses listed below:

Michelle Overmeyer
Director of Planning and Innovation
movermeyer@mst.org
19 Upper Ragsdale Dr., Suite 200
Monterey, CA 93940
Phone: 831-264-9808

Electronic notices shall be copied to the following individuals at City of Seaside:

Patrick Grogan
Associate Civil Engineer
pgrogan@ci.seaside.ca.us
440 Harcourt Ave
Seaside, CA 93955
Phone: (831) 899-6885

Sheri L. Damon
City Attorney
cityattorney@ci.seaside.ca.us
440 Harcourt Ave
Seaside, CA 93955
Phone: (831) 899-6890

Either Party may change its address by giving notice of such change to the other party in the manner provided in this Section 11. All notices and other communications shall be deemed communicated as of actual receipt or after the second business day after deposit in the United States mail.

12. Severability

If any provision of this Reimbursement Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect.

13. General Provisions and Certifications

MST and City of Seaside certify that it is in compliance with all applicable federal and state laws and regulations.

14. Additional Provisions

The following exhibits are incorporated herein by reference and constitute a part of this Contract:

- Exhibit A – Scope of Work
- Exhibit B – Insurance Requirements

15. Entire Agreement

This Agreement, including the referenced attachments, constitutes the entire agreement and understanding between MST and City of Seaside with respect to reimbursement costs for bus stop infrastructure within City of Seaside, and supersedes any prior or contemporaneous agreement or understandings if any. Any changes or modifications shall be accomplished by a written amendment to this Agreement executed by the duly authorized representative of each party.

16. Choice of Laws

This Agreement shall be interpreted and applied according to the laws of California and shall be deemed to have been entered into in California as of the effective date set forth in Paragraph 1 above. Any litigation concerning this Agreement shall take place in Monterey County, or the federal district court with jurisdiction over MST. The Parties Agree not to commence or prosecute any dispute arising out of or in connection with this Agreement other than in the aforementioned courts and irrevocably consents to the exclusive personal jurisdiction and venue of the aforementioned courts.

17. Attorney's Fees

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

18. Headings

The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

19. Time is of the Essence

Time is of the essence in each and all of the provisions of this Agreement.

20. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same

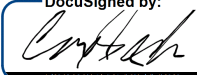
Agreement.

21. Authority

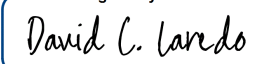
Any individual executing this Agreement on behalf of the MST or City of Seaside represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such Party and bind the Party to the terms and conditions of this Agreement.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the month, day and year specified below.

DocuSigned by:

580C6BD2671488...

Carl G. Sedoryk
General Manager / CEO
Monterey-Salinas Transit District
Date: 3/28/2023

APPROVED AS TO FORM:
DocuSigned by:

F00543E32B2640E...

David C. Laredo
MST General Counsel
De Lay & Laredo
Date: 3/28/2023

Jaime M. Fontes
City Manager
City of Seaside
Date: _____

EXHIBIT A

Scope of Work

Project Information

Name of Client/Organization

Monterey-Salinas Transit (MST)
19 Upper Ragsdale Drive, Suite 200
Monterey, CA 93940

Project Contact Details

Contact Person	Role	Phone	Email
Michelle Overmeyer	Director of Planning and Innovation	(831) 264-5877	movermeyer@mst.org
Paul Lopez	Facilities Manager	(831) 264-9438	plopez@mst.org
Vince Dang	Project Management Coordinator	(831) 264-9808	vdang@mst.org
Patrick Grogan	Associate Civil Engineer	(831) 899-6885	pgrogan@ci.seaside.ca.us

Project Information

Name of Project	Noche Buena at San Pablo Bus Bulb Improvements
Project Location	Noche Buena Street at San Pablo Avenue
Project Description	MST implemented the Better Bus Network and straightened out the Jazz A, eliminating the existing stop at San Pablo and Noche Buena and creating a new stop at Noche Buena and San Pablo.

Contract Process	1. MST develops Scope of Work for approval by City's Public Works Department and City Manager 2. City develops cost estimate for all improvements herein 3. MST receives cost estimate for improvements to develop a contract for work to be performed. 4. MST will develop a contract with City to perform work on MST's behalf and at MST's expense 5. City will choose whether to perform work using internal staff or contracted staff. 6. Work is executed by city.
Approvals Needed	• [Pre-requisite City Permit and Commission Approvals] • City Council approval of Contract

Locations and work to be performed

Work to be performed will vary based on existing conditions and type of bus stop recommended. The bus stop types are to be installed consistent with the bus stop types in the MST Designing for Transit Guidelines (2020).

Bus Stop Improvements

Location (Cross Street)	Work to be performed	Bus Stop Type	Streetview Link
Noche Buena/San Pablo	- Extend sidewalk out into ROW to accommodate an 8 foot passenger landing pad for a minimum length of 25 feet, tapered at a minimum of 15 feet from end of bus stop and extended at minimum 10 feet from intersection of Noche Buena and San Pablo - Provide appropriate red striping from intersection of Noche Buena and San Pablo to beginning of taper. - Supply 1 hole for bus stop pole 1 foot southwest of passenger landing pad and at the back of sidewalk.	Bus Bulb (Pages 13-14 of Designing for Transit Guidelines)	Link

Map of New Stop and Routing

The map below shows the location of the new proposed stop and bus route.

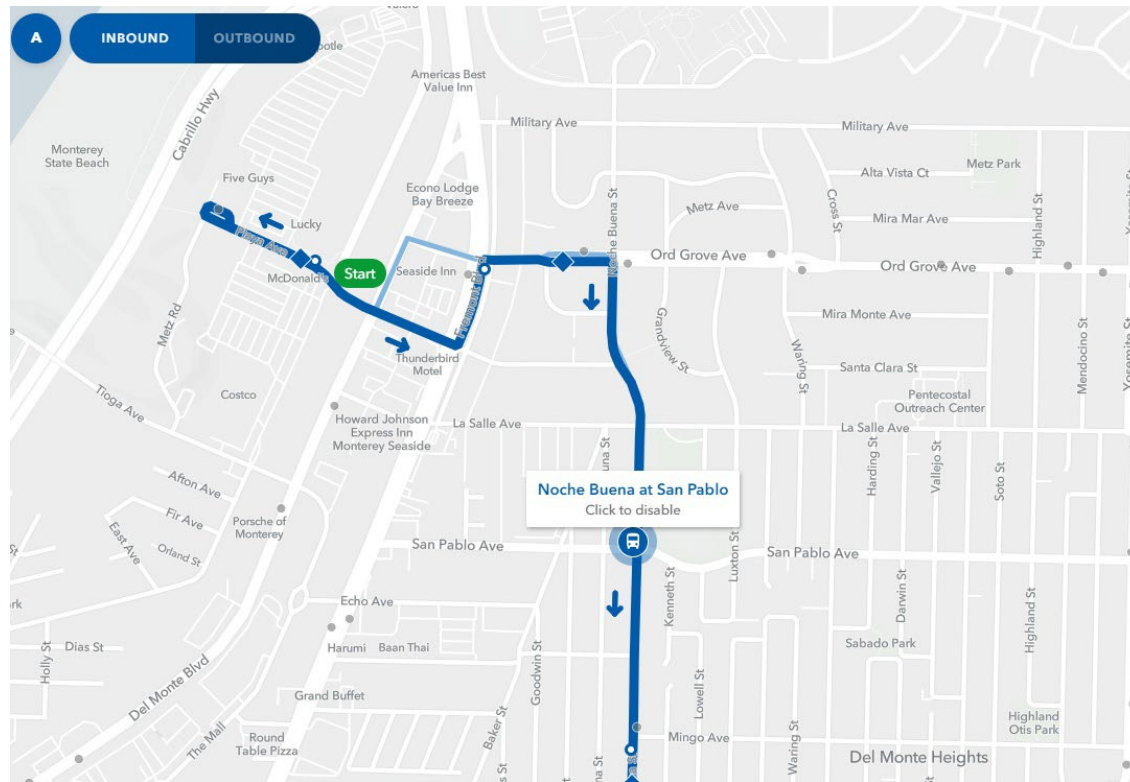


EXHIBIT B

INSURANCE REQUIREMENTS FOR THE CONSTRUCTION CONTRACTOR

Commercial General Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Three Million Dollars (\$3,000,000) per project or location. If CONTRACTOR is a limited liability company, the commercial general liability coverage shall be amended so that CONTRACTOR and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insured.

Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage. If CONTRACTOR does not use any owned, non-owned or hired vehicles in the performance of services under this Agreement, CONTRACTOR shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under Subparagraph A. 1) of this Section 3.2.

Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If CONTRACTOR has no employees while performing services under this Agreement, workers' compensation policy is not required, but CONTRACTOR shall provide an executed declaration that it has no employees.



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

DATE: April 6, 2023

SUBJECT: ADOPT A RESOLUTION AUTHORIZING AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICE AGREEMENT WITH WALLACE GROUP TO PROVIDE EXPANDED CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE FIRE STATION NO. 1 UPGRADES PROJECT FOR AN AMOUNT NOT TO EXCEED \$18,454.00

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute amendment no. 5 to the professional service agreement with Wallace Group to provide expanded construction management and inspection services for the Fire Station Upgrades Project for an amount not to exceed \$18,454.00.

BACKGROUND

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

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

On December 16, 2021, the City Council awarded a construction agreement with 101 Builders Inc. Construction of the Project requires daily oversight of the contractor. The

City did not have the personnel resources to support the Project at the time the Project started. On January 6, 2022, the City Council approved a PSA amendment in the amount of \$45,858.00 to the Wallace professional services agreement to provide construction management and inspection services.

During the construction of the Project, it was discovered that the removal of asbestos containing material (ACM) coating and siding on the Fire Station building exterior revealed several defects that need to be addressed to prevent future problems due to potential water intrusion into the building structure. In addition, after the removal of the siding, it was revealed that there was structural damage at the front of the building. Due to these issues, additional scope of services was added to the construction contract, including an increase in working days. Wallace PSA was also amended by approval by the City Council on April 21, 2022. Amendments no. 2, no. 3, and no. 4 provided architectural and structural services, and to facilitate additional construction meetings, oversight, and contractor coordination that were over and beyond the initial construction management and inspection services. This brought the total contract with Wallace to an amount not to exceed \$140,121.00.

The Project received substantial completion on November 10, 2022 in which three items remain outstanding which requires the contractor to complete prior to final acceptance. Wallace has expended a significant amount of hours of construction management and inspection services on this Project to date and will need additional funds to resolve these three items with the Contractor and complete close out documents for the Project. Amendment no. 5 will provide additional hours for site inspection, construction management to coordinate with the contractor, project coordination and documentation for project close-out. Approved contingencies have been expended, and an additional amount of \$18,454.00 is requested with amendment no. 5.

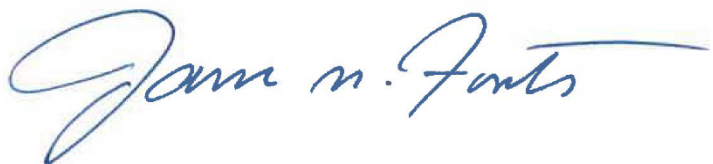
FISCAL IMPACT

The total Fire Station Upgrades Project budget is \$949,701.27. To date, the total amount encumbered and spent on the project equals \$912,565.67, leaving a remaining amount of \$37,135.60. There are sufficient funds in the Project budget to accommodate amendment no. 5 to the professional services agreement with Wallace Group for an amount not to exceed \$18,454.00.

ATTACHMENTS

1. Resolution
2. Amendment No. 5

Reviewed for Submission to the City Council by:



Item

Jaime M. Fontes, City Manager

RESOLUTION NO. 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT WITH WALLACE GROUP TO PROVIDE EXPANDED CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE FIRE STATION UPGRADES PROJECT FOR AN AMOUNT NOT TO EXCEED \$18,454.00

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

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

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

WHEREAS, Wallace Group's (Wallace) original professional services agreement with the city to prepare contract documents and project management services approved on June 16, 2021 for an amount of \$24,500.00 was expanded through contract amendment no. 1 to provide construction management, and inspection services for a total contract amount not to exceed \$66,189.00; and

WHEREAS, due to unforeseen circumstances during the course of construction additional scope was added to the construction contract which required architectural and structural services and construction management services resulting in contract amendment no. 2, no. 3, and no. 4 to Wallace's professional services agreement for a total amount not to exceed \$140,121.00; and

WHEREAS, the Project received substantial completion on November 10, 2022 and there are three items remaining that the contractor is required to address prior to final acceptance of the Project; and

WHEREAS, Wallace submitted a proposal to perform expanded construction management and inspection services for the Project in the amount of \$18,454.00 for

additional site inspection, contractor coordination, project coordination, and project close-out; and

WHEREAS, there are sufficient funds remaining in the Project budget (Account 344-8910-9556) to accommodate this request.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute amendment no. 5 to the professional services agreement with Wallace Group to perform expanded construction management and inspection services for the Fire Station Upgrades Project for an amount not to exceed \$18,454.00.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 6th day of April, 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 #5
PROFESSIONAL SERVICES
City of Seaside

Date: March 10, 2023

Change Requested by: X City/District Consultant

Contract Date

Project Name

06/17/2021

Fire Station Upgrades Project Management Services

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

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

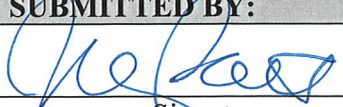
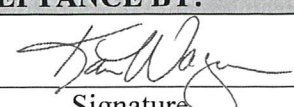
The purpose of this addendum is to provide additional professional services related to the project named above. The contract terms and conditions shall not be modified except for as stated herein.

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

Consultant shall perform the tasks described and set forth in Exhibit A, A1, A2, A3, A4 and A5 attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A, A1, A2, A3, A4 and A5.

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

Consultant is bound by the contents of City's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit A, A1 A2, A3, A4 and A5 attached hereto.

Original Contract Amount	Previous CCO Total (Not including this Amendment)	This Amendment Total	Revised Contract Amount
\$24,500.00	\$115,621.00	\$18,454.00	\$158,575.00
Original Contract Time	Original Completion Date	Days To Date (Including This Amendment)	Revised Completion Date
12 Months	June, 30, 2022	4	October 30, 2023
SUBMITTED BY:			
	Nisha Patel PW Director / City Engineer		mar. 14, 2023
Signature	Name and Title		Date
CITY APPROVAL BY:			
	Jaime M. Fontes City Manager		
Signature	Name and Title		Date
CONSULTANT ACCEPTANCE BY:			
	Kari Wagner Principal		March 10, 2023
Signature	Name and Title		Date

CONTRACT AMENDMENT

Project Name: Fire Station Upgrades	CA No. 5
Client Name: City of Seaside	Project/Phase No. 1284-0017-00600
Attention: Nisha Patel	Date: March 10, 2023
Address: 1635 Broadway Ave, Seaside, CA	

CIVIL AND
TRANSPORTATION
ENGINEERINGCONSTRUCTION
MANAGEMENTLANDSCAPE
ARCHITECTUREMECHANICAL
ENGINEERING

PLANNING

PUBLIC WORKS
ADMINISTRATIONSURVEYING /
GIS SOLUTIONS

WATER RESOURCES

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

Description and Purpose of the Revision(s)

The City of Seaside (City) retained 101 Builders, Inc. (101 Builders) to construct upgrades to the subject site. The work included, among other things, the replacement of the fire station overhead rapid coiling doors (bay doors). 101 Builders retained subcontractors to furnish and install six replacement bay doors. This work was substantially completed on November 10, 2022 and the contractor should have achieved final completion by November 29, 2023 (i.e. within 10 working days of substantial completion). Prior to November 10, 2022, it was noted that the paint on all of the replacement bay doors was scuffed and needed repainting. Subsequently, it was also discovered that the paint was also failing. This was evidenced by missing paint in certain areas of the bay doors. The refinishing of the doors was added as Punch Item #12 on November 9, 2022 to be addressed prior to accepting the project. The City has requested that Wallace Group perform additional work to address the punch list items and oversee the proposed modifications to the bay doors to enhance the finish.

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

- **Site Inspections** - The project duration has been extended by several months due to problems with the overhead doors. The construction work was substantially completed on about November 10, 2022. Punch walks were performed on October 31, November 10, and December 1, 2022 with intermediate inspections and subsequent inspections performed on December 21, 2022 and February 15, 2023 by Wallace Group staff to observe the work being completed and quality of painted overhead doors. It is estimated that four (4) additional site inspections will occur for documenting the remaining punch list items. Budgeted time for performing each site inspection is estimated at four (4) hours which includes one hour of travel time, up to one hour of site time, and two hours of report preparation and documentation. In order to conserve budget, site inspections may not be performed on each day construction is being performed. This would allow more site inspection hours on days during significant events, such as layout for painting the overhead doors.
- **Coordination with Contractor** - This CA assumes that three additional Construction Change Orders (CCOs) need to be negotiated.
- **Project Coordination** - Up to six (6) construction meetings may be needed to be conducted to project closeout. This estimate includes three (3) hours per construction meeting to be held via video conference including 2 hours preparation time and 1 hour for conducting and documenting the meeting. This CA also includes fifty (50) hours for discussions that may be needed to be conducted with the Contractor and the City for project closeout.
- **Project Close Out** - Estimated that twenty six (26) total hours will be needed for gathering close out documentation for the project including reviewing final payment applications and project as-builts.

WALLACE GROUP
A California Corporation612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401T 805 544-4011
F 805 544-4294

www.wallacegroup.us

The additional work outlined above equates to one hundred ten (110) hours of additional staff time, or \$27,189.00 (see attached estimated cost). Contract Amendment #4 was issued for \$8,735.00 to cover some of the additional costs. This contract amendment is requesting \$18,454.00 for the balance of the additional costs.



Revision(s) Represent:

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

Revision(s) Fee:

- ☐ hourly (time & materials) \$
- ☐ progress billing: \$
- ☒ not-to-exceed w/o authorization: \$18,454.00

Revision(s) will be invoiced as:

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

Issued by,
WALLACE GROUP, a California Corporation

APPROVED BY CLIENT:

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

Kari E. Wagner, PE C66026
Principal

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

Signature

Printed Name

Title

Date

Wallace Group Team Resource Estimate for the Seaside Fire Station Improvements CA #5												
							BUDGET SUMMARY					
PHASE/TASK	TASK DESCRIPTION	PRINCIPAL	PRINCIPAL ENGINEER	DIRECTOR	CONSTRUCTION INSPECTOR SR	PROJECT ASSISTANT III	SUB 1 - WRD	SUB 2 - CCC&SE	Misc. Direct Costs	TOTAL LABOR HOURS		TOTAL
		HRS	HRS	HRS	HRS	HRS	HRS	HRS	Cost	HRS	LABOR \$	COST \$
		RATE	\$260	\$240	\$195	\$180	\$125					
700	Post Construction		110						\$367	110	\$26,400	\$26,767
	SUB-TOTALS		110						\$367	110		
	WALLACE GROUP LABOR COSTS		\$26,400									\$26,767
	WALLACE GROUP DIRECT COSTS											\$367
	SUBCONSULTANT DIRECT COSTS											
	DIRECT COSTS OVERHEAD @										15%	\$55
	TOTAL											\$27,189
	Amount Reimbursed Under CA #4											\$8,735
	Balance Additional Cost for CA #5											\$18,454

Task Budgets may fluctuate within Overall Budget



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: April 6, 2023

**SUBJECT: ADOPT A RESOLUTION DECLARING THE CONSTRUCTION
WORK AN EMERGENCY AND APPROVING AN AGREEMENT FOR
CONTRACTOR SERVICES WITH PREMO ROOFING FOR THE
FIRE STATION NO. 1 REROOF PROJECT FOR AN AMOUNT NOT
TO EXCEED \$103,280.00**

RECOMMENDATION

Adopt a resolution:

1. Declaring the re-roof project as an emergency because it is necessary to prevent danger to life and property;
2. Approving an Agreement for Contractor Services with Premo Roofing for the Fire Station No 1 Reroof Project for an amount not to exceed \$103,280.00;
3. Establishing a 20% contingency for a total project construction amount not to exceed \$123,936.00; and
4. Authorizing the City Manager to execute the Agreement for Contractor Services, and approve any extensions and change orders until completion of the project in accordance with the plans up to the total project construction amount.

BACKGROUND

Recent weather events have revealed that the roof of the fire station at 1635 Broadway Avenue is leaking in several locations, including over the offices, apparatus bay, and electrical and alarm room. Maintenance staff have taken action to install temporary protection measures on the roof to prevent water leaking to the extent possible, but a complete replacement of the existing roof over the office, apparatus bay, and shop area is required. These sections of the roof are past their estimated service life. The roof over the dormitory area was replaced more recently, and is still within its 30-year service life.

The method of replacement for the roof is remove the existing tar and gravel roofing system in the affected areas, and replace it with a new Class A fire rated roofing system. This new roofing system would be comprised of a 1/4" Dens Decking roof board installed over the roof substrate to maintain the Class A fire rating, followed by a white 60-mil PVC membrane. The membrane will also be installed on the interior side of the vertical parapet walls that border the roof areas.

At the request of Public Works staff, three companies submitted proposals to reroof the selected areas of the fire station. All three companies submitted proposals, of which all were deemed responsive. Premo Roofing submitted the lowest cost proposal. Staff recommends the City Council adopt a resolution approving an Agreement for Contractor Services with Premo Roofing for the Fire Station No. 1 Reroof Project and authorize the City Manager to execute the Agreement.

ENVIRONMENTAL COMPLIANCE

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

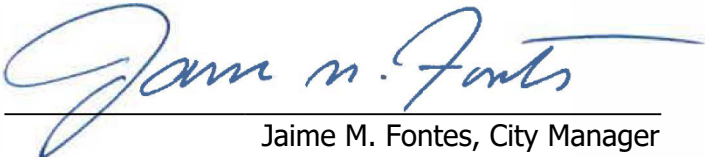
FISCAL IMPACT

The replacement of the fire station roof is one of the improvements planned for Fire Station No. 1, to be completed in the near future. These improvements are included in the Capital Improvement Program (CIP), and are included in Fire Station 1 Improvements Account, (No. 344-8910-9556). The anticipated total project budget, including construction and contingency for Premo Roofing's scope of work, amounts to \$123,936.00.

ATTACHMENTS

1. Resolution
2. Agreement

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 AGREEMENT FOR CONSTRUCTION SERVICES WITH PREMO
ROOFING FOR THE FIRE STATION NO 1 REROOF PROJECT AN AMOUNT NOT TO
EXCEED \$103,280.00, AND DECLARING THE CONSTRUCTION WORK AN
EMERGENCY.**

WHEREAS, Recent weather events have resulted in multiple interior leaks from the roof of Fire Station No. 1; and

WHEREAS, Public Works staff requested proposals from three companies to perform the emergency construction of the Fire Station reroof for the City; and

WHEREAS, Premo Roofing submitted the lowest proposal, to perform the emergency roof repairs in the amount of \$103,280.00; and

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

WHEREAS, an amount of \$20,656.00 contingency, approximately 20% of the contract value, should be authorized on an as required basis; and

WHEREAS, Premo Roofing has successfully completed similar projects in the past; and

WHEREAS, there are sufficient current funds in the CIP Fire Station 1 Project for the FY 2022/2023 budget; and

WHEREAS, Public Works must make preventative and reactive replacement of the damaged roofing system; and

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

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute an Agreement for Contractor Services with Premo Roofing for an amount not-to-exceed \$103,280.00; and

BE IT FURTHER RESOLVED, the City Council of the City of Seaside authorizes the City Manager to execute up to an additional 20% contingency for written amendments, extensions, and change orders to the Agreement for Construction Services such that the full value may not exceed \$123,936.00; and

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

PASSED AND ADOPTED at a special meeting of the City Council duly held on the 6th day of April 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



**CITY OF SEASIDE
AGREEMENT FOR CONTRACTOR SERVICES
FIRE STATION NO 1 RE-ROOF**

THIS AGREEMENT FOR CONTRACTOR SERVICES is made and effective as of _____, 2023, between the City of Seaside, a municipal corporation ("City") and Premo Roofing Company, Inc., a corporation, ("Contractor") whose current and valid Contractor's License #436765, as duly issued by the California Department of Consumer Affairs. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on April 6, 2023, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2024, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

3. PERFORMANCE

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

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

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

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

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

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

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

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

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

5. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

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

6. CITY MANAGEMENT

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

7. PAYMENT

(a) City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit "B", attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed ONE HUNDRED AND THREE THOUSAND, TWO HUNDRED AND EIGHTY DOLLARS (\$103,280.00) which sum shall include all costs, if any, for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

7. INSPECTION

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

9. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

10. DEFAULT OF CONTRACTOR

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

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

11. OWNERSHIP OF DOCUMENTS

(a) Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records at 11520 Commercial Pkwy, Castroville, California; shall permit City to make copies and transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained at the City of Seaside City Hall for a minimum period of three (3) years after receipt of final payment.

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

computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

12. INDEMNIFICATION

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

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

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

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

13. WARRANTIES

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

14. INSURANCE

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

15. INDEPENDENT CONTRACTOR

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

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

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

16. PREVAILING WAGE

The general prevailing wage rates are determined by the Director of Industrial Relations, for the County of Monterey. Current prevailing wage rates can be found in "General Prevailing Wage Determinations made by the Director of Industrial Relations" (wage determinations) at the Division of Labor Statistics and Research, Prevailing Wage Unit, P. O. Box 420603, San Francisco, CA 94142, (415) 703-4774, or at DIRs website at <http://www.dir.ca.gov/>. Changes, if any, to the general prevailing wage rates will be available at the same location.

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

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

17. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

18. CONFLICT OF INTEREST

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

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

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

19. NO WAIVER OF BREACH/TIME

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

20. CONFIDENTIAL INFORMATION/RELEASE OF INFORMATION

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

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

21. NOTICES

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

To City:

City of Seaside
440 Harcourt Ave

FIRE STATION NO 1 RE-ROOF

Seaside, CA 93955

Attention: City Clerk

To Contractor:

Premo Roofing Company

11520 Commercial Pkwy

Castroville, CA 95012

22. THIRD PARTY BENEFICIARIES

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

23. ASSIGNMENT

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

24. GOVERNING LAW

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

25. ATTORNEY'S FEES AND COURT VENUE

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

26. AUTHORITY TO EXECUTE THIS AGREEMENT

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

27. ENTIRE AGREEMENT

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

28. AGREEMENT CONTAINS ALL UNDERSTANDINGS: AMENDMENT

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

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

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

29. SEVERABILITY

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

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

CITY OF SEASIDE

CONTRACTOR

By: _____

By: 

Date: _____

Date: 3/27/2023

<u>Attachments:</u>	<u>Exhibit A</u>	<u>Scope of Work</u>
	<u>Exhibit B</u>	<u>Contractor Proposal</u>
	<u>Exhibit C</u>	<u>Insurance Requirements</u>

EXHIBIT A
SCOPE OF WORK

The scope of work for the Fire Station No 1 Re-Roof Project is as follows, for the apparatus roof, shop roof, and office roof:

- Remove existing tar and gravel roof system. Contractor to dispose of all related materials.
- Procure and Install Class A fire rated roof system, with 60 mil PVC membrane, white.
- Optional: Extend 60 mil PVC membrane to cover the inside of the parapet walls.

Exhibit B



Office: (831) 443-3605 • premoroofing.com
11520 Commercial Pkwy. Castroville, CA 95012 • Est. 1983 • Lice # 436765

PROPOSAL AND CONTRACT

January 18, 2023

NAME: Seaside Fire Station

ADDRESS: 1635 Broadway Avenue, Seaside, CA 93955

JOB ADDRESS: Same



The undersigned agrees to furnish and provide necessary labor, materials, tools, implements and appliances to do, perform and complete in a good workmanlike manner the following:

Re-Roof 60 Mil IB PVC

Preparation:

1. Provide re-roofing permit and facilitate required inspections.
2. Cover and protect outside perimeter of building as needed from reroofing activities.
- ~~3. Prep existing tar and gravel roof system for overlay cleaning the roof of all loose foliage and debris.~~
4. Clean around the base of existing roof equipment and counter flashing as needed to receive new PVC roof system.

Re-Roof:

- ~~1. Install new ½" Fan-Fold EPS insulation over the entire roof area as a separation layer between existing tar and gravel roof system and new PVC roof system.~~
- ~~2. Re-roof over new Fan-Fold with 60 Mil (white) PVC Single Ply Membrane fastened to underlying roof deck with 1 ½" screws and 2" barbed steel seam plates.~~
- ~~3. Apply new 60 Mil IB PVC membrane over all inside vertical walls and secure behind existing metal saw cut counter flashing.~~
- ~~4. Hot air weld new membrane at all overlapping field seams with automatic hot air welder.~~
- ~~5. Heat-weld all overlapping vertical wall seams and bottom edge of wall sheet to field membrane.~~
- ~~6. Install new PVC pipe and vent boot flashings around existing metal vent pipe flashing penetrations and heat weld to new PVC membrane, securing leading edge with new metal clamp and polyurethane sealant.~~
- ~~7. Incorporate existing roof mounted duct penetrations, unit curbs, attic vents, and all other roof mounted equipment into the new PVC roof system.~~
- ~~8. Provide and install all remaining PVC membrane components which include pre-molded inside and outside corners, termination bar, caulking and sealants as needed to apply new roof system according to the manufacturer's recommendations.~~

Completion and Clean Up:

1. Remove tarps and protective coverings.
2. Clean grounds for any loose debris generated during re-roof project around perimeter building.
3. Clean up and haul away all roofing debris from site.

Additional Details:

1. Existing metal counter flashing figured to be re-used.
2. Clean and incorporate four existing cast iron drains into new PVC roof system.
3. Incorporate existing wall mounted furnace into new PVC roof system.
4. Covering over stucco parapet walls with 60 Mil. PVC is recommended.

5. Prevailing wages are figured in proposal price.
- ~~6. Bid price is to overlay existing Apparatus Bay tar and gravel roof with new 60 Mil. IB PVC totaling approximately 3,500 square foot of roof area and 360 square foot of vertical walls.~~
7. New roof carries a 10-year workmanship and 20-year manufacturer's warranties.

~~All the above is to be completed for the sum of: \$36,570.00~~

~~Thirty-Six Thousand Five Hundred Seventy and NO/100~~

Exclusions: Dry rot and termite damage repairs, additional sloping of existing roof deck or building up of any low spots or sagging areas, removing of any obsolete or abandoned roof equipment, replacing of HVAC units, refrigeration units, flex connectors, equipment components, supply lines or any other existing roof mounted equipment, repairs or replacement of any electrical conduits and supply lines, electrical work or repairs, new insulation, solar considerations, re-sealing of ducts, attic space venting, repairs of any structural imperfections discovered upon removal of old roof system such as deflection in roof framing or unevenness in roof deck, access limitations, painting, and any additional labor or materials not outlined in the above Proposal & Contract.

Options and Additional Costs:

Apparatus Roof

1. The bid price to remove existing tar and gravel roof system and install new ¼" Dens Decking to maintain Class A fire rating and install new PVC roof system: **\$42,980.00**
2. The bid price to cover inside of vertical stucco parapet walls with new 60 Mil. IB PVC: **\$16,480.00**

Office Roof

- ~~1. The bid price to overlay existing tar and gravel roof as outlined in proposal above: **\$11,950.00**~~
2. The bid price to remove existing tar and gravel roof system and install new ¼" Dens Decking to maintain Class A fire rating and install new PVC roof system: **\$16,790.00**
3. The bid price to cover inside of vertical stucco parapet walls with new 60 Mil. IB PVC: **\$14,870.00**

Shop Roof:

- ~~1. The bid price to overlay existing tar and gravel roof as outlined in proposal above: **\$9,540.00**~~
2. The bid price to remove existing tar and gravel roof system and install new ¼" Dens Decking to maintain Class A fire rating and install new PVC roof system: **\$10,670.00**
3. The bid price to cover inside of vertical stucco parapet walls with new 60 Mil. IB PVC: **\$1,490.00**

Total Cost: \$103,280.00

ADDITIONAL TERMS, CONDITIONS AND NOTICES THAT YOU, THE OWNER OR SIGNATORY PARTY FOR OWNER ARE SUBJECT TO:

- In the event that it becomes necessary to institute suit or to employ an attorney in connection with any dispute arising under the terms and conditions of this contract, the prevailing party shall be entitled to recover all court costs and reasonable attorney's fees in addition to all damages proven.
- If terms and conditions of Proposal & Contract are accepted, the owner of the property is required to sign below indicating acceptance of Proposal & Contract. If an agent or someone other than the owner signs for approval on the owners behalf, a Preliminary Lien Notice will be filed and sent to owner of property (See Mechanic's Lien Law information shown below).
- In the event you cancel the signed contract, after work has started, or materials ordered, a 10% cancellation fee of the bid proposal amount shall be charged in addition to any incurred costs, permit fees, or accrued overhead expenses.
- The terms of payment shall be: **In full upon completion of work.**
- This proposal is void if not accepted within 30 days.
- "Under the **Mechanic's Lien Law** (California Code of Civil Procedure, Section 1181 ET SEQ.), any contractor, subcontractor, laborer, supplier, or other person who helps to improve your property but is not paid for his work

or supplies, has a right to enforce a claim against your property. This means that, after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer, or supplier remains unpaid”.

Contractors are required by law to be licensed and regulated by the Contractor’s State License Board. Any questions concerning a contractor may be referred to the Contractor’s State License Board, 1020 N. Street, Sacramento, California 95814.

Respectfully Submitted,

By Jeremy Premo

Jeremy Premo
Premo Roofing Company
CA License #436765

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal for which I/we agree to pay the amount mentioned in the said proposal and in accordance with the terms thereof.

ACCEPTED AND AUTHORIZED BY

Date_____

Signed_____

Date_____

Signed_____

EXHIBIT C

INSURANCE

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

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

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

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

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

Automobile liability insurance. CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for

any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

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

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

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

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

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

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

The named insureds shall be CONTRACTOR and AGENCY, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to AGENCY. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the AGENCY. The AGENCY will act as a fiduciary for all other interests in the Project.

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

Other provisions or requirements

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

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

and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to AGENCY for review.

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

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

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

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



CITY OF SEASIDE STAFF REPORT

Item No.: 8.H.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer

DATE: April 6, 2023

SUBJECT: ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH SCHAAF & WHEELER FOR PREPARATION OF A STORM DRAIN MASTER PLAN FOR AN AMOUNT NOT TO EXCEED \$193,000.00

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute a professional service agreement with Schaaf & Wheeler for preparation of a Storm Drain Master Plan for an amount not to exceed \$193,000.00.

BACKGROUND

The City of Seaside has three interconnected storm drain systems: the City's system, the Presidio of Monterey Annex and California State University Monterey Bay. The City last updated the Storm Drain Master Plan in 2014. That plan developed a capital improvement project list for the City's system based upon input provided by City staff and as needed to comply with the State General Permit for Small Municipal Separate Storm Sewer Systems (MS4). That study did not include a stormwater model to assess system capacity.

In December 2022, staff requested a proposal from Schaaf & Wheeler to develop a new Storm Drain Master Plan for the City's storm drain system. On March 9, 2023, Schaaf & Wheeler provided a proposal to develop the City Storm Drain Master Plan in the amount not to exceed \$193,000.00. The services in the proposal include: inventory and video inspect existing storm drain pipes; develop watershed hydrology and model the existing system; identify system deficiencies and alternatives; update the stormwater capital improvement program with project descriptions and cost estimates; and preparation of a final plan report including presentation to the City Council. Schaaf & Wheeler estimates it will take 18 months to complete the storm drain master plan. Staff

reviewed the scope of work and fee in the proposal and found it acceptable.

Staff recommends adopting a resolution authorizing the City Manager to execute a Professional Services Agreement with Schaaf & Wheeler for an amount not to exceed \$193,000.00 to prepare a Stormwater Master Plan for the City of Seaside.

FISCAL IMPACT

The Professional Services Agreement for Schaaf & Wheeler to prepare a Storm Drain Master Plan is for a not to exceed amount of \$193,000.00. A 10% contingency adds \$19,300.00 for a total of \$212,300.00. The adopted fiscal year 2022/2023 budget for the Storm Drain Master Plan Update is \$350,000.00, which is sufficient to cover this PSA.

ATTACHMENTS

1. Resolution
 2. Professional Services Agreement
-

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

AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH SCHAAF & WHEELER TO PREPARE A STORM DRAIN MASTER PLAN FOR AN AMOUNT NOT TO EXCEED \$193,000.00

WHEREAS, the Storm Drain Master Plan (Project) is adopted in the fiscal year 2022/2022 Capital Improvement Program (CIP) annual budget; and

WHEREAS, Schaaf and Wheeler is on the City approved list of design consultants to perform professional and technical services for implementation of the CIP; and

WHEREAS, Staff requested a proposal from Schaaf and Wheeler to prepare a Storm Drain Master Plan for the City's stormwater collection system; and

WHEREAS, on March 9, 2023, Schaaf and Wheeler provided a proposal to develop the Storm Drain Master Plan in the amount not to exceed \$193,000.00; and

WHEREAS, Schaaf and Wheeler has prepared storm drain master plans for numerous other agencies in the Bay Area; and

WHEREAS, to complete the stormwater master plan, Schaaf and Wheeler will: inventory and video inspect existing storm drain pipes; develop watershed hydrology and model the existing system; identify system deficiencies and alternatives; update the storm drain capital improvements program with project descriptions and cost estimates; and preparation of a final plan report including presentation to the City Council; and

WHEREAS, Staff reviewed the scope of work and fee in the proposal, and finds it acceptable; and

WHEREAS, an amount of \$19,300.00 contingency, 10% of the contract value, should be authorized on an as required basis; and

WHEREAS, the adopted fiscal year 2022/23 budget for the Stormwater Master Plan Account (No. 401-8910-9967) is \$350,000.00; and

WHEREAS, there are sufficient funds in the Stormwater Master Plan Account to fund the preparation of storm drain master plan by Schaaf and Wheeler; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute a Professional Services Agreement with Schaaf and Wheeler to prepare a Storm Drain Master Plan for an amount not to exceed \$193,000.00 and written amendments such that the total agreement does not exceed \$212,300.00.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 6th day of April 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
DESIGN PROFESSIONAL SERVICE AGREEMENT
FOR CONSTRUCTION PROJECTS
STORM DRAIN MASTER PLAN**

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

1. TERM

This Agreement shall commence on the effective date above and shall remain and continue in effect until tasks described herein are completed, but in no event later than **JUNE 30, 2024**, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

3. PERFORMANCE

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

4. AGENCY MANAGEMENT

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

5. PAYMENT

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit A**, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **ONE HUNDRED AND NINETY THREE THOUSAND DOLLARS (\$193,000)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

7. DEFAULT OF CONSULTANT

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

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

8. OWNERSHIP OF DOCUMENTS

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

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

9. INDEMNITY AND DEFENSE

(a) Indemnification and Defense for Professional Services

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

(b) For All Other Liabilities

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

10. INSURANCE

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

11. INDEPENDENT CONSULTANT

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

16. NOTICES

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

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

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

To Consultant: SCHAAF & WHEELER
3 QUAL RUN CIRCLE, SUITE 100
SALINAS, CA 93907

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the Agency. Because of the personal nature of the services to be rendered pursuant to this Agreement, **DANIEL J. SCHAAF, P.E** shall be the Project Manager and Engineer of Record for the services described in this Agreement. **DANIEL J. SCHAAF, P.E** may use assistants, under its direct supervision, to perform some of the services under this Agreement. Consultant shall provide Agency fourteen (14) days' notice prior to the departure of **DANIEL J. SCHAAF, P.E** from Consultant's employ. Should he/she leave Consultant's employ, the Agency shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the Consultant.

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. WORK SCHEDULED/TIME OF COMPLETION

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

22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT:

By: 
ANDREW A. STERBENZ, P.E.

Date: 3/20/2023

City of Seaside, A Municipal Corporation

Jaime M. Fontes, City Manager

Date: _____

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

EXHIBIT A

SCOPE OF WORK/CONSULTANT PROPOSAL

EXHIBIT A

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS

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

March 9, 2023

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

Subject: Proposal to Prepare a Storm Drain Master Plan

Dear Nisha:

Schaaf & Wheeler is pleased to propose engineering services for the **City of Seaside Storm Drain Master Plan**. The City of Seaside covers approximately nine square miles, with about half of that developed lands with existing storm drainage systems. The systems range in age from 10 to 75 years old. The City would like the system analyzed to address current performance and to identify needed capital replacements. Two portions of the City are managed by other entities: Presidio of Monterey Annex and California State University, Monterey Bay. Those systems only need to be assessed where they interconnect with the City-maintained storm drain system.

Our detailed scope of work and fee estimate are attached. Our project manager will be Daniel Schaaf, PE, who recently completed the City of Carmel's Storm Drain master Plan. The work would proceed in two phases. The first phase is data collection, field investigation and mapping. Once the system mapping is complete, the modeling and analysis phase will begin. We anticipate the overall effort taking approximately 12-months. Our estimated not-to-exceed fee total is \$193,000.

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

Sincerely,
Schaaf & Wheeler



Andrew A. Sterbenz, PE
Vice President

EXHIBIT A

SCOPE OF SERVICES

Basic services will consist of developing a comprehensive Storm Drain Master Plan (SDMP) for the City of Seaside minus the Presidio of Monterey Annex and CSUMB. The required scope of services is described in more detail below.

Task 1 - Data Collection

The Schaaf & Wheeler team shall familiarize themselves with existing resource documents that contain information relating to this project and the City's policies regarding storm water facilities.

Task 1.1 – Kick-Off Meeting

Schaaf & Wheeler attend a kick off meeting with City staff to discuss project goals, expectations, schedule and other items. This meeting will be held at City offices or via teleconference. Schaaf & Wheeler will prepare meeting agenda, action item list and meeting minutes.

Task 1.2 - Review and Compile Existing Watershed and Drainage Facility Data

Schaaf & Wheeler will provide services to research, collect and review existing background data. Data sources include:

- Existing City/County GIS drainage and watershed maps
- Soils data (more specifically for soil types associated with percolation and infiltration)
- "As-built" construction drawings for the local storm drain facilities (where available)
- Existing Drainage Studies
- Regional Stormwater Resource Plan
- FEMA Floodplain mapping
- Ownership data (as needed)
- Land use data
- Topography (County LIDAR data will be made available)

Identify data gaps in the City's GIS database.

Deliverables: A list of data collected and reviewed. Electronic data will be shared with the City.

Task 2 - Existing Facilities Field Survey and Inventory

Task 2.1 - Facility Inventory

Schaaf & Wheeler will incorporate data collected under Task 1.2 into the project GIS. Schaaf & Wheeler will field located all readily accessible public storm drainage facilities within city limits. Each element will be field located and updated into a geodatabase using Survey123 or similar GIS platform. Attributes collected for each pipe/conduit element will include material, size, depth, and condition. A topside condition assessment will be conducted using a pole-mounted GoPro camera. Schaaf & Wheeler estimates 12 field days to collect all data. Although horizontal and vertical data will be collected this should not be considered a survey of the system.

Schaaf & Wheeler will compile the existing data with field data to create an updated storm drain system geodata. Data will be stored in ArcGIS Shapefile format. One file (layer) will include links which will be comprised of ditches, channels, pipes, culverts, and other linear elements. The other file (layer) will be node which will be comprised of inlets, catch basins, manholes, weirs, basins, outfalls, and other point data.

Task 2.2 – Condition Assessment

Using the CCTV and pole-mounted camera data Schaaf & Wheeler will rate each drainage element using the NASSCO ranking system. Locations with considerable sediment or damages will be identified along with improvement recommendations.

Schaaf & Wheeler will subcontract with Presidio Systems, Inc. to televise the majority of the City's public drainage networks, pipes and culverts larger than 12-inches, within the City. We are budgeting for ten (10) days of inspection and estimate 17,000 linear-feet of pipe will be inspected. Presidio Systems will not be taking field measurements. Beach/ocean outfalls will be inspected by a NASCO certified engineer from Schaaf & Wheeler. All safety gear and confined space entry expenses are included in this scope and fee.

Data will be collected in POSM format and linked to the GIS data. Locations with blockages or severe sedimentation will be cleaned as directed by City staff.

Task 2.3- Acquire and Review Outside Data

Schaaf & Wheeler will work with the City to identify and gather the necessary information and outside data that will assist in the completion of the Storm Drain Master Plan. Data that is anticipated to be collected by the Schaaf & Wheeler team may include Caltrans storm water facility data (where necessary), FEMA Flood Insurance Rate Map (FIRM) data, stream stability studies, as well as ocean conditions.

Deliverables: A list of data collected under Task 2.1 to 2.3. Electronic data will be shared with the City.

Task 3 - Watershed Hydrology Development

Task 3.1 - Delineate Existing Watershed Characteristics

Schaaf & Wheeler will review and validate any available existing drainage delineations prepared by others. Schaaf & Wheeler is not budgeting to re-delineate watershed subareas. The watershed map will be utilized to determine the average characteristic parameters associated with each watershed subarea necessary for the application of hydrologic analysis. Schaaf & Wheeler will obtain and review available data for parameter estimation in the precipitation-runoff model including infiltration, vegetation cover, impervious cover, hydrologic soils data, slopes, and watershed hydraulic efficiency.

Task 3.2 – Model Selection and Hydrologic Methodology Development

Schaaf & Wheeler will work with the City to determine the appropriate modeling software for this project. If necessary, a model matrix will be developed to assist in the decision making process. Once the model is selected, Schaaf & Wheeler will work with the City to determine the appropriate hydrologic methodology for this study. Schaaf & Wheeler is budgeting for one (1) storm frequency for CIP design and one additional frequency to help determine risk. The City will determine the appropriate events.

Deliverables: Schaaf & Wheeler will provide an updated watershed map and the parameter calculation summary tables for review. The City will review this map and provide comments back to the Schaaf & Wheeler within five business days.

Task 4 - Drainage System Hydraulic Modeling/Alternatives Analysis

Task 4.1 - Existing Municipal Storm Drain - Hydraulic Model Preparation

Schaaf & Wheeler will perform a hydraulic analysis of the conveyance capacity of the existing City main line (“backbone”) storm drain pipe system, including channels and culverts (where appropriate). The hydraulic analysis will be based upon evaluation of the hydraulic grade line in comparison with existing grade. The hydraulic model developed as part of this task will provide the baseline model to identify system deficiencies and to develop improvement recommendations and alternatives. Isolated private facilities outside of the public right-of-way and pipes smaller than 12-inches will not be analyzed. Private pipes and channels that connect to City owned networks will be included in the model. Peak water level data and hydraulic information will be summarized in tabular and map format. Suspected underground streams will not be modeled but will be included in the overall analysis and recommendations.

Task 4.2 - Deficiency Removal and Alternatives Formulation /Feasibility Analysis

Schaaf & Wheeler will develop preliminary alternatives to mitigate hydraulic deficiencies within the existing main line storm drain system. The conceptual alternatives will focus on increasing the hydraulic capacity of a system through enlarging drainage facilities, installing new parallel systems adjacent to existing facilities, or constructing a diversion system (when directed to do so by the City). The proposed increased pipe sizing will be based upon water

surface profile hydraulic calculations for the design flow rates. Preliminary horizontal and vertical alignments will be developed for the recommended facilities. The lengths and elevation data will be used for detailed hydraulic analysis and cost estimating purposes. The sizing of the proposed modifications to the existing storm drain system will be adjusted using the water surface profile model to optimize the performance of the system and identify impacts and benefits associated with a recommended project. Projects with potential for green infrastructure will be identified; however, our report will not constitute a Green Infrastructure Plan.

Deliverables: Schaaf & Wheeler will provide maps and hydraulic summary tables for the storm drain systems determined to be insufficient to handle the design storm flows. The maps will highlight insufficient systems for ease of review. Additionally, Schaaf & Wheeler will provide maps of proposed improvements and preliminary summaries of proposed material quantities necessary to correct any hydraulic deficiencies. The City will require approximately 2 weeks to review the data, depending upon the number of deficient drainage systems.

Task 5 - Capital Improvement Plan Development

Task 5.1 - Identification of Recommended Improvements

The City's Capital Improvement Program (CIP) may utilize and incorporate the recommendations of the capacity analysis (Task 4.2) into future project planning. Schaaf & Wheeler will formulate and recommend alternatives for the repair, rehabilitation, and improvements to the storm drainage system (including channels) that will satisfy the established objectives. Consideration will be given to the level of deficiency in system's hydraulic capacity. Schaaf & Wheeler will identify necessary upgrades to the drainage system. The CIP will also identify projects with the potential for green infrastructure, trash capture and other NPDES and regulatory benefits.

Task 5.2 - Implementation Program

Provide engineering services to prioritize improvement projects identified in Task 5.1. Schaaf & Wheeler will develop the criteria for prioritizing system improvements. A listing of recommended improvements and their priority will be presented to the City for review. The recommended improvements will incorporate a phased approach based upon risk characterization, potential impacts, and prioritization. Priorities shall consider changes in overall system flow rates to ensure improvements do not result in new problems.

Task 5.3 - Preliminary Drainage Facilities Quantity and Construction Cost Estimate

Preliminary, planning level, construction quantity estimates will be prepared for the recommended drainage improvements. Major project tasks will be included in the estimate such as:

- 1) Land acquisition
- 2) Street paving and traffic control
- 3) Utility relocation or protection (where potential conflicts are anticipated)
- 4) Design Fee
- 5) Construction Contingencies

A preliminary estimated cost of construction will be generated from the quantity estimate using approved unit costs from the City. Unit costs will be based upon the most current cost information for recent similar projects in the area.

Deliverables: Schaaf & Wheeler will provide to the City a preliminary list of projects based on priority. Each item on the list will be accompanied by an estimated cost to construct the project, as well as the anticipated material quantities. The City will review the list and will provide comments to the Schaaf & Wheeler within 2 weeks of submission of the material for review.

Task 6 – Storm Drainage Master Plan Document

Task 6.1 - Draft Storm Drain Master Plan

Schaaf & Wheeler will prepare a draft of the new Storm Drain Master Plan that supports the assessments, analyses and recommended drainage facilities. The documentation will summarize project data, methodologies, hydrology and hydraulic analysis for the existing system, condition assessment, priority list of proposed improvement projects, hydraulic analysis of proposed improvements, and construction costs for proposed improvements projects. A section on financial planning will be included to outline potential funding sources and mechanism for the CIP.

Task 6.2 - Final Storm Drain Master Plan

A final report will be prepared which incorporates comments and modifications from the draft review by the City. The written report will serve as the technical documentation for the City's Capital Improvement Program to aid in preliminary engineering design and selection of the recommended drainage system improvements.

Task 7 - Administration and Project Management

Task 7.1 - Project Management, Billings, Meetings and Coordination

Schaaf & Wheeler will conduct project management activities to ensure adherence to schedule and budget, as well as documentation of communication with the City.

Coordinate and attend project meetings with City staff such as progress meetings, submittal reviews, and as needed to review technical issues. Schaaf & Wheeler will facilitate monthly progress meetings (likely via phone) and prepare agendas and minutes.

Task 7.2 - QA/QC

Schaaf & Wheeler will perform continual QA/QC as part of the standard project management. The QA/QC includes frequent progress checks and reviews as the project progresses. For the storm drain master plan, QA/QC would occur during all tasks involving calculations or deliverable products.

Assumptions

The following summarizes study assumptions and criteria:

- ⊙ The minimum pipe size for the City's main storm drainage pipeline analysis is 12-inches.
- ⊙ The minimum proposed pipe size for recommended improvements will be 15-inches.
- ⊙ Proposed improvements should not be conflicting with the stormwater quality requirements (trash capture and BMP/LID) or impact existing habitats.

EXHIBIT C

This Schedule of Performance establishes the milestones for commencement and completion of the Tasks for Basic Services as specified in Exhibit A, Scope of Services.

TASK #	TASK DESCRIPTION	DURATION
1	Data Collection	3 weeks after Notice to Proceed for this Task
2	Existing Facilities Field Survey and Inventory	8 weeks after Notice to Proceed for this Task
3	Watershed Hydrology Development	12 weeks after Notice to Proceed for this Task
4	Drainage System Hydraulic Modeling/Alternatives Analysis	18 weeks after Notice to Proceed for this Task
5	Capital Improvement Plan Development	24 weeks after Notice to Proceed for this Task
6	Storm Drainage Master Plan Document	30 weeks after Notice to Proceed for this Task
7	Administration and Project Management	30 weeks after Notice to Proceed for this Task

EXHIBIT B

City of Seaside Public Works Department Storm Drain Master Plan Update Schaaf & Wheeler CONSULTING CIVIL ENGINEERS Date: March 8, 2023			Schedule of Hours and Rates by Task				S&W Subtotal	Sub Consultants	Total
			Schaaf & Wheeler						
			Project Manager	Associate Engineer	Assistant Engineer	GIS Analyst			
Task #	Tasks	Hourly Rate	\$275	\$210	\$195	\$175			
Task 1	Data Collection and Analysis		2	2	6	4	\$ 2,840	\$ -	\$ 2,840
1.1	Kick-Off Meeting		2	2			\$ 970		\$ 970
1.2	Review & Compile Existing Watershed & Drainage Facility Data				6	4	\$ 1,870		\$ 1,870
Task 2	Existing Facilities Field Survey and Inventory		8	28	96	100	\$ 44,300	\$33,000	\$ 77,300
2.1	Facility Inventory		4	12	64	64	\$ 27,300		\$ 27,300
2.2	Condition Assessment		4	12	32	32	\$ 15,460	\$33,000	\$ 48,460
2.3	Acquire Outside Data			4		4	\$ 1,540		\$ 1,540
Task 3	Watershed Hydrology Development		4	4	16	8	\$ 6,460	\$ -	\$ 550
3.1	QA/QC Available Data and Delineate Existing Watershed Characteristics		2	4	16	8	\$ 5,910		\$ 5,910
3.2	Model Selection and Hydrologic Methodology Development		2				\$ 550		\$ 550
Task 4	Drainage System Hydraulic Modeling/Alternatives Analysis		8	72	120	52	\$ 49,820	\$ -	\$ 49,820
4.1	Existing Municipal Storm Drain - Hydraulic Model Preparation		4	40	80	16	\$ 27,900		\$ 27,900
4.2	Deficiency Removal and Alternatives Formulation /Feasibility Analysis		4	32	40	36	\$ 21,920		\$ 21,920
Task 5	Capital Improvement Plan Development		14	80	16	0	\$ 23,770	\$ -	\$ 23,770
5.1	Identification of Recommended Improvements		8	32	8		\$ 10,480		\$ 10,480
5.2	Implementation Program		4	24	4		\$ 6,920		\$ 6,920
5.3	Preliminary Drainage Facilities Quantity and Construction Cost Estimate		2	24	4		\$ 6,370		\$ 6,370
Task 6	Storm Drain Master Plan Development		14	54	24	16	\$ 22,670	\$ -	\$ 22,670
6.1	Draft SDMP		8	32	12	4	\$ 11,960		\$ 11,960
6.2	Final SDMP		4	20	12	4	\$ 8,340		\$ 8,340
6.3	Final Drainage Exhibits/Maps		2	2		8	\$ 2,370		\$ 2,370
Task 7	Administration and Project Management		48	8	0	0	\$ 14,880	\$ -	\$ 14,880
7.1	Project Management, Billings, Meetings and Coordination		32	8			\$ 10,480		\$ 10,480
7.2	QA/QC*		16				\$ 4,400		\$ 4,400
	Direct Project Expenses						\$ 560		\$ 560
	TOTAL		98	248	278	180	\$ 165,300	\$33,000	\$192,390

* Some time for QA/QC is included in Project Manager time for other tasks

* Some time for QA/QC is included in Project Manager time for other tasks

Reimbursable Expenses. Eligible reimbursable expenses shall be billed to the City at actual cost with a 10% markup.

Billing Requirements. This scope and fee is an estimate for each task. Some tasks will take more effort and some less. Schaaf & Wheeler will not invoice the City for more than the not-to-exceed amount of \$193,000 without written approval.

EXHIBIT B

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Table of Contents

Introduction.....	1
Proposal Requirements.....	1
Statement of Qualifications Submittal Requirements	2
Schedule for Selection Process	2
Questions Regarding This Project	3
Form of Agreement	3
Evaluation and Rating Criteria.....	3
PRELIMINARY SCOPE OF SERVICES	3
General Provisions	4
Non-Discrimination & Non-Preferential Treatment	6
Grounds for Disqualification.....	6
Records and Financial Data	6

Introduction

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

Proposal Requirements

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

City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

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

EXHIBIT C

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

Statement of Qualifications Submittal Requirements

The SOQ should include the following information:

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

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

Schedule for Selection Process

The proposed consultant selection schedule is as follows.

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

Questions Regarding This Project

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

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

Form of Agreement

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

Evaluation and Rating Criteria

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

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

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

PRELIMINARY SCOPE OF SERVICES

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

A. Engineering Services

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

EXHIBIT C

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

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

B. Professional Services

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

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

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

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

General Provisions

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

EXHIBIT C

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

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

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

Non-Discrimination & Non-Preferential Treatment

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

Grounds for Disqualification

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

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

Records and Financial Data

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

EXHIBIT C

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

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

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



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

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

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

REVISIONS

Proposal Requirements

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

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

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

Sincerely,

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

Nisha Patel
PW Director / City Engineer

EXHIBIT C



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

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

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

REVISIONS

Proposal Requirements

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

Schedule for Selection Process

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

The proposed consultant selection schedule is as follows.

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

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

Sincerely,

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

Nisha Patel
PW Director / City Engineer

RESOLUTION NO. 22-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING AN ON-CALL LIST FOR ENGINEERING SERVICES

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

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

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

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

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

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

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

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

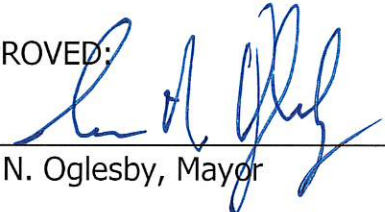
EXHIBIT D

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

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

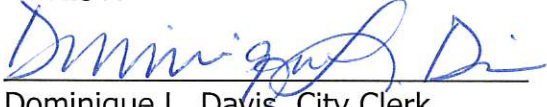
AYES:	5	COUNCIL MEMBERS	Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard
NOES:	0	COUNCIL MEMBERS	None
ABSENT:	0	COUNCIL MEMBERS	None
ABSTAIN:	0	COUNCIL MEMBERS	None

APPROVED:



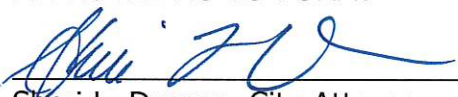
Ian N. Oglesby, Mayor

ATTEST:



Dominique L. Davis, City Clerk

APPROVED AS TO FORM:



Sheri L. Damon, City Attorney



EXHIBIT "A"

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

Kimley-Horn and Associates, Inc.

1615 Bunker Hill Way, #200
Salinas, CA 93906

Harris & Associates, Inc.

450 Lincoln Avenue, Suite 103
Salinas, CA 93901

Schaaf & Wheeler, Consulting Civil Engineers

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

Ruggeri-Jensen-Azar, Inc.

8055 Camino Arroyo
Gilroy, CA 95020

Verde Design, Inc.

2455 The Alameda
Santa Clara, CA 95050

Wallace Group, Inc.

201 John Street, Suite H
Salinas, CA 93901

MNS Engineers, Inc.

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

Whitson Engineers, Inc.

6 Harris Court
Monterey, CA 93940

Pavement Engineering, Inc.

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

CSG Consultants, Inc.

3150 Almaden Expressway, #255
San Jose, CA 95118

ZFA Structural Engineers, Inc.

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



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.I.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: April 6, 2023

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF
CLEMENTINA AVENUE TO THROUGH TRAFFIC FROM DEL
MONTE BOULEVARD TO THE ROUNDABOUT FOR THE WEATHER
TECH RACEWAY LAGUNA SECA EVENT ON MAY 10, 2023**

RECOMMENDATION

Adopt a resolution permitting the closure of Clementina Avenue to through traffic from Del Monte Boulevard to the Roundabout to ensure public safety during the Weather Tech Raceway Laguna Seca event on Wednesday, May 10, 2023.

BACKGROUND

Weather Tech Raceway Laguna Seca has submitted an application to hold their event "Motul Course de Monterey - Fun Party and Kick Off" on Clementina Avenue on Wednesday, May 10, 2023, from 5:00 p.m. to 7:00 p.m. with setup and clean up hours from 3:00 p.m. to 8:00 p.m. They are requesting the closure of Clementina Avenue from Del Monte Boulevard to the Roundabout.

The Weather Tech Raceway Laguna Seca event is a Block Party at the Premier Hyundai Dealership. It will provide an opportunity to see some of the most advanced Le Mans and GTP Prototypes, and sports cars from manufacturers like Hyundai, Porsche, Mercedes, BMW, Cadillac, and Honda. It will include IMSA Transporters (Parade), a Driver Meet & Greet, an Autograph session and potentially a Pit Stop Demonstration. The Block Party will have music and an opportunity for business participation. This is a full-fledged community event that will ignite the community's passion for the Motul Course de Monterey Powered by Hyundai. This event will showcase the destination (Monterey County) and promote the race weekend.

The approval of this request from Weather Tech Raceway will support the City Council's

Strategic Priorities of:

- Diverse and Inclusive Community
- Community Safety & Quality of Life

FISCAL IMPACT

Cost Estimate for fees, staff time and resources:

Special Event Application Fee	\$ 110.00
<u>Public Works - Road Closure</u>	<u>\$ 900.00</u>
TOTAL	\$1,010.00

RECOMMENDATION

If the City Council approves the request for closure of Clementina Avenue from Del Monte Boulevard to the Roundabout on Wednesday, May 10, 2023, between the hours of 3:00 p.m. to 8:00 p.m., staff recommends the following conditions be met:

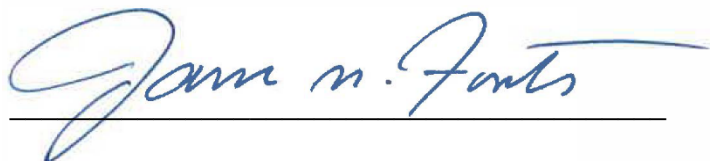
1. Pay all city-related costs associated with the event.
2. Do not block any fire hydrants and fire department connections with stage, vehicles, ect.
3. Must maintain 15 feet clearance for emergency vehicles.
4. Organization to provide insurance coverage of the event in the amount of \$3 million per occurrence and \$5 million in the aggregate.

Weather Tech Raceway Laguna Seca will pay all associated fees for their event.

ATTACHMENTS

1. Weather Tech Raceway Laguna Seca - Motul Course de Monterey Special Event Application 2023
2. Street Closure Map - Weather Tech Raceway Laguna Seca - Motul Course de Monterey 2023
3. Temporary Street Closure Policy- Weather Tech Raceway Laguna Seca - Motul Course de Monterey 2023
4. Resolution Weather Tech Event 2022

Reviewed for Submission to the City Council by:



A handwritten signature in blue ink, reading "James M. Font", is written over a horizontal line.

Jaime M. Fontes, City Manager



**SEASIDE
CALIFORNIA**

Special Event Application

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

Date:

Dear Event Sponsor:

Welcome to the City of Seaside. The following pages include the City of Seaside's Special Events Application and accompanying instructions developed to guide you through the application process.

Effective July 01, 2020 a \$110.00 permit fee was approved by the Seaside City Council. Please enclose a check made out to the City of Seaside with your completed application. Once the completed form is received it will be distributed to all City departments and agencies affected by your event. You will then be notified of the status of your request. On behalf of the City of Seaside we thank you for contributing to the spirit and vitality of our City through the staging of your event. **Best wishes for a successful event!**

Terry Navarro
City of Seaside
986 Hilby Avenue
Seaside, CA 93955
(831) 899-6805 (Office)
(831) 718-8603 (Fax)
Email: tnavarro@ci.seaside.ca.us



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

Organization: WeatherTech Raceway Laguna Seca

Name of Applicant: Jeanie Sumners

Address: 1021 Monterey Salinas Hwy City: Salinas State: CA

Phone: 831-242-8204 Email: Jeanie@Laguna-seca.com

Day of Event Contact Name and Phone: Jeanie Sumners 831-277-9813

☐ Athletic / Recreation ☐ Concert / Performance ☐ Circus
☐ Celebration / Festival ☐ Parade / March / Procession ☐ Dance
☐ Carnival ☒ Other: _____

Federal ID # (if applicable): 94-1600-524

☐ 501 C(3) ☐ 501 C(6) ☒ **Commercial-For Profit** ☐ Other: _____



SEASIDE CALIFORNIA

Special Event Application

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

Will admission be charged? ☐ Yes, tickets cost: _____ ☒ No

Is the event open to the public? ☒ Yes ☐ No

If no, how will the event be restricted? Indicate plan on detailed schematics:

How will the event be advertised and promoted? Social Media / local news paper / local tv

Signs posted: _____

Special equipment to be used for proposed event: *(List all electrical needs you may require)*

- | | | |
|---|---------------------------------------|--|
| ☒ P.A. System | ☐ Generator(s) | ☐ Amplified sound / music |
| ☐ Booths | ☐ Bleachers | ☐ Cooking fuel |
| ☐ Tents | ☐ Banners | ☐ Barricades |
| ☐ Other: <u>All electrical needs will be from Premier Hyundai Dealership</u> | | |

Will the event include music or live performances? Live Feed Radio ☒ Yes ☐ No

Will film, video, or photography be involved with the production of event? ☐ Yes ☒ No

Do you intend to sell food or beverage? ☒ Yes ☐ No

(If yes, please attach Health Department Food Vendor Certificate)

Do you intend to sell other merchandise? ☐ Yes ☒ No

Number of Vendors? _____ *(For-profit vendors must have business license on file with the City)*

Vendor Name

Vendor Address

Describe Merchandise

Will alcohol be served? ☐ Yes ☒ No

Will alcohol be sold? *(If yes, please attach ABC license)* ☐ Yes ☒ No

Parking arrangements:

Dealership



**SEASIDE
CALIFORNIA**

Special Event Application

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

Safety / Security / Accessibility *(please describe your procedures for crowd control and internal security):*

We will have security at both ends of the street as well as roaming.

Security Organization *(if required - please attach security contract):*

A& D Narigi / WeatherTech Raceway Laguna Seca Security Team

What City services do you anticipate you will need? *(i.e. Police, Fire, Public Works, etc.)*

Not sure. Please advise

Method of trash collection/disposal and provision for additional sanitary facilities:

We can bring receptacles if necessary and take and pick up trash.

Other pertinent information or special requests: _____

APPLICANT AGREEMENT

All applicable fees must be paid 30 days prior to event date. No permit revisions will be accepted less than 14 days prior to the event date. The City of Seaside retains the right to terminate the event at any time should a responsible city official determine any activity related to the event is a threat to public safety and/or property. I (we) agree to abide by all laws, rules and regulations which may apply to this area. I (we) accept specific responsibility for other members of my group and for any damage done to city property and/or facilities, and agree to clean and restore the site to the condition in which it was found prior to the holding of the specific event. I certify under penalty of perjury that all the preceding information is true to the best of my knowledge. **Completed and signed special event form must be submitted to Recreation and Community Activities Director within seven working days of receipt of form.**



SEASIDE
CALIFORNIA

Special Event Application

Parks and Recreation Division

986 Hilby Avenue, Seaside CA 93955

831-899-6800

Applicant Signature: _____

[Handwritten Signature]

Date: _____

3/13/23



**SEASIDE
CALIFORNIA**

Special Event Application

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

APPLICATION MUST INCLUDE: Detailed schematic of event location indicating specific activity sites. For non-profit organizations, a copy of non-profit status must be submitted.

Attach to application and mail to:
City of Seaside Recreation Services
Attn: Recreation Director
986 Hilby Avenue
Seaside, CA 93955

SPECIFIC EVENT CONDITIONS OF APPROVAL

- ✓ Event organizers must clean up any event-related trash.
- ✓ All event noise or sound must be kept to a minimum, particularly before 9:00 a.m. and must not create an annoyance to co-existing events.
- ✓ Permittee is responsible for the actions of all vendors and participants during the event.
- ✓ No activities are permitted onsite that are not included on your permit application.
- ✓ All City ordinances will be strictly enforced (alcohol, dogs, etc.).
- ✓ Permit must be kept on location at all times.

Failure to comply with the above conditions may result in immediate closure of the event and a ban on future events by the organizer in the City of Seaside.

PROVISIONS

Permittee waives all claims against the City, its officers, agents and employees, for loss or damage caused by, arising out of, or in any way connected with, the exercise of this permit and permittee agrees to save harmless, indemnify and defend City, its officers, agents and employees, from any and all loss, damage or liability which may be suffered or incurred by City, its officers, agents and employees caused by, arising out of or in any way connected with exercise by permittee of the rights hereby granted, except those arising out of the sole negligence of the City.

City shall have the privilege of inspecting the premises covered by this permit any and all time. This permit shall not be assigned. City may terminate this permit at any time if permittee fails to perform and covenant herein contained at the time and in the manner herein provided. City agrees it will not unreasonably exercise this right of termination.

The parties hereto agree that the permittee, its officers, agents and employees, in the performance of this permit shall act in an independent capacity and not as officers, employees or agents of the City. No alteration or variation of the terms of this permit shall be valid unless made in writing and signed by the parties hereto.

Permittee will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, sexual orientation, age national origin or physical handicaps. Permittee agrees to comply with the terms and conditions contained herein and all rules and regulation of the City subject to this permit.

Applicant Signature: _____

James S. [Signature]

Date: _____

3/13/23



**SEASIDE
CALIFORNIA**

Special Event Application

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

INDEMNIFICATION, DEFENSE, HOLD HARMLESS

Applications must furnish the city with a certificate of insurance in an amount no less than \$1 million naming the City of Seaside as an additional insured. The amount of insurance is subject to increase at the discretion of the Finance Director who is the Risk Manager, depending upon the nature of the event. Such insurance must be primary to any city insurance and the city must have at least ten days' notice of cancellation.

For final event approval, you will need commercial general liability insurance that names "the City of Seaside, its officers, employees and agents" as an additional insured and any other public entities impacted by this event. Insurance coverage must be maintained for the duration of the event. To determine the amount of insurance coverage necessary, please contact Risk Manager. Please obtain the required insurance and mail an original insurance certificate to City of Seaside, Recreation and Community Activities Department, 986 Hilby Ave., Seaside, CA 93955.

Insurance Agency: _____ Insurance Agent: _____
Phone Number: _____ Policy Number: _____

PERMIT HOLDER hereby agrees to protect, defend, indemnify and hold and save harmless **CITY**, its officers, and employees against any and all liability, claims, judgements, costs and demands, however caused, including those resulting from death or injury to **PERMIT HOLDER'S** employees and damage to **PERMIT HOLDER'S** property, arising directly or indirectly out of the obligations or operations herein undertaken by **PERMIT HOLDER**, including those arising from the passive concurrent negligence of **CITY** but save and except those which arise out of the active concurrent negligence, sole negligence, or the sole willful misconduct of **CITY**. **PERMIT HOLDER** will conduct all defense at its sole cost and expense. **CITY** shall be reimbursed by **PERMIT HOLDER** for all costs or attorney's fees incurred by **CITY** in enforcing this obligation.

Applicant Signature: James Jones

Date: 2/12/03

(For Office Use Only)

Authorization

- | | |
|---|--|
| ☐ Building _____ | ☐ Recreation _____ |
| ☐ Planning _____ | ☐ Redevelopment _____ |
| ☐ Police _____ | ☐ Public Works _____ |
| ☐ Fire _____ | ☐ County Health _____ |
| ☐ Finance _____ | |

Comments: _____

Event Details

Motul Course de Monterey Powered by Hyundai N Fan Party and Kickoff Celebration

About: The Central Coast is excited to welcome IMSA with a Street/Block Party in Seaside at the Premier Hyundai Dealership. This would provide an opportunity to see some of the most advanced, Le Mans and GTP Prototypes, and sports cars from some of your favorite manufacturers like Hyundai, Porsche, Mercedes, BMW, Cadillac, and Honda just to name a few. It will include IMSA Transporters (Parade), Driver Meet & Greet, Autograph session and potentially a Pit Stop Demonstration. The Block Party will have music and an opportunity for business participation.

When: Wednesday, May 10, 5:00 p.m. – 7:00 p.m.

Purpose/Benefit: This is a full-fledged community event that will ignite the community's passion for the Motul Course de Monterey Powered by Hyundai. This event will showcase the destination (Monterey County), promote the race weekend, and push last-minute ticket sales. Offer a ticket discount for this event only.

City of Seaside will provide:

- Permits for street closures
- e-blast to members for promotion
- Dealership located in the seaside auto mall, which is home to several dealerships. It is also located right off a main street with good traffic.

WeatherTech Raceway Laguna Seca & Premier Hyundai Dealership will provide:

- Pop-up booth for ticket sales/info & raceway merchandise
- Tables, Chairs, Linens for Autograph Session
- Raffle Prizes
- Social media promotion/e-blast
- Announcer
- Stage and PA System
- Giveaways
- Food Truck
- Live radio coverage and music
- Will invite local new channels KION / KSBW as well
- Laguna's pace cars
- Track retail apparel

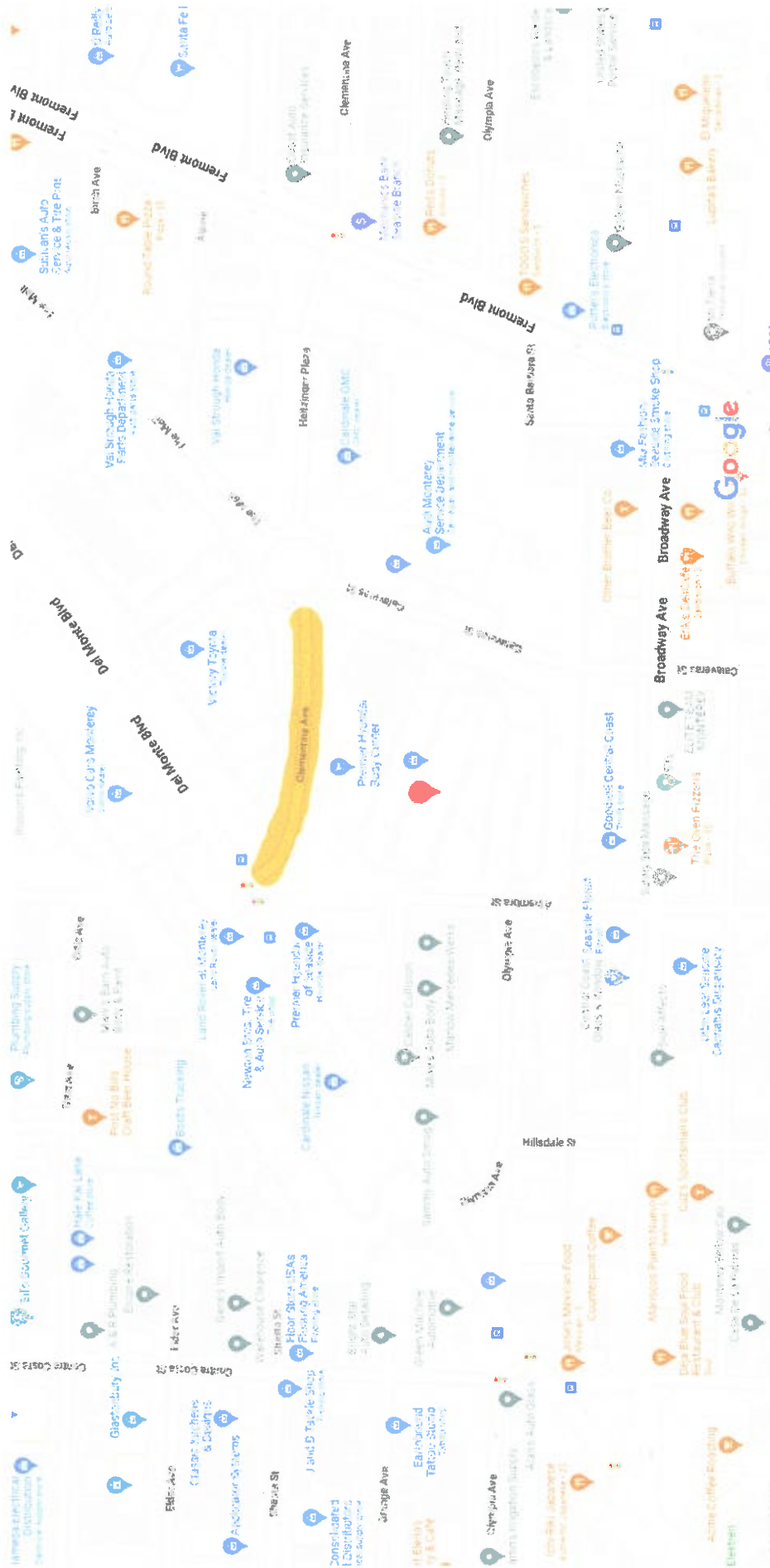


- LS management on site to assist in the promotion.
- Signage
- Goal to secure some level of sponsorship

IMSA SportsCar Championship will provide:

- Teams/ Drivers Transporters, put in a number that you are requesting, parking and staging handled by dealership and LS staff.
- Social media promotion/e-blast

Google Maps 4 Heitzinger Plaza



Map data ©2023 Google 100 ft





4 Heitzinger Plaza
Building

-  Directions
-  Save
-  Nearby
-  Send to phone
-  Share

 4 Heitzinger Plaza, Seaside, CA 93955

At this place

Premier Chevrolet of Seaside

4.2 (346)
Car dealer · Floor 1
Open · Closes 8 PM



gmpps-butts

No reviews
Chevrolet dealer · Floor 1
Open · Closes 8 PM



Directions

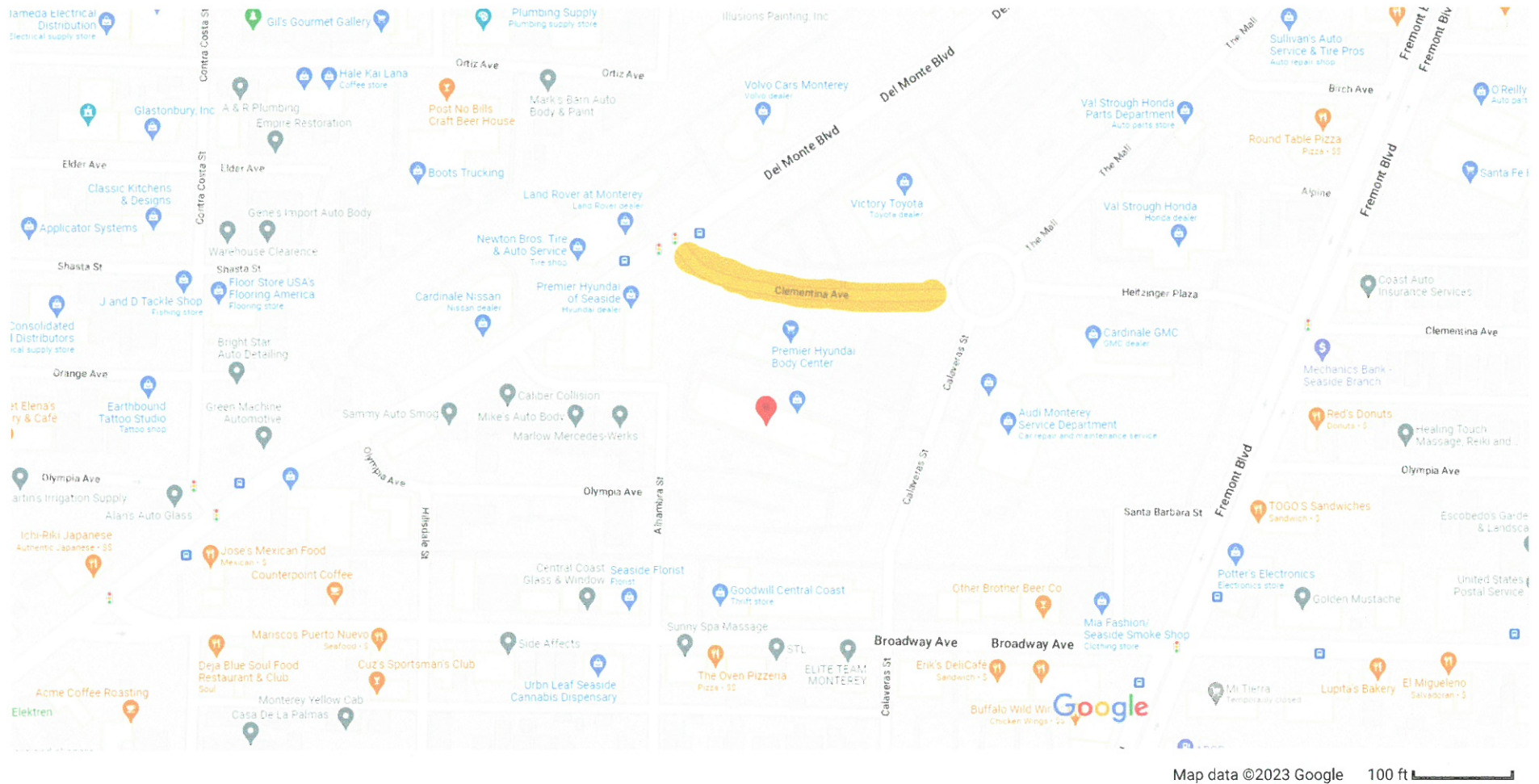
Premier Chevrolet Body Center

No reviews
Auto body shop · Floor 1
Open · Closes 7 PM



Directions

Google Maps 4 Heitzinger Plaza





4 Heitzinger Plaza

Building

- 
Directions
- 
Save
- 
Nearby
- 
Send to phone
- 
Share

 4 Heitzinger Plaza, Seaside, CA 93955

At this place

Premier Chevrolet of Seaside

4.2 (346)

Car dealer · Floor 1

Open · Closes 8 PM



gmpps-butts

No reviews

Chevrolet dealer · Floor 1

Open · Closes 8 PM



Premier Chevrolet Body Center

No reviews

Auto body shop · Floor 1

Open · Closes 7 PM





TEMPORARY STREET CLOSURE POLICY

I. Purpose

- A. It is the policy of the City of Seaside to encourage neighborhood, business, and community activities that promote the health, welfare, safety, and harmony of its citizens. Temporary street closures for such activities will be authorized when those closures are not anticipated to cause harm to or be a significant disruption to the general public.
- B. The purpose of this policy to the define parameters under which requests for temporary street closures for community and special events will be considered and processed. Except as otherwise provided by law, it shall be unlawful to close any public street unless a Street Closing Permit has been issued by the City of Seaside in accordance with this policy.

II. Scope

This policy applies to all roads and streets in the City of Seaside road system.

- A. **City Manager's Administrative Approval:** The City Manager, with recommendation of City staff, is authorized to approve:
 - 1. City sponsored events and community events that occur on an annual or routine basis, and have been previously approved by the City Council (i.e., Hot Cars Cool Nights, Red White and Blues, Farmer's Market, Fire Department Open House, etc.); and
 - 2. Closures lasting for eight hours or less where the majority of residents / businesses within 500 feet of the proposed closure support the closure (i.e. a neighborhood block party).
- B. **City Council Approval:** City Council approval is required for:
 - 1. Special events of a non-routine nature;
 - 2. Events lasting longer than eight hours; and
 - 3. Requests for closure of traffic arteries or streets with a speed limit that exceeds 30 miles per hour.

III. Policy Criteria

- A. Disposition of Temporary Street Closure Requests is administrative in nature under the authority of the City Manager and the Seaside City Council.
- B. A notice of application for street closure must be distributed to residents and business affected by the potential closure sample form attached.
- C. Fire hydrants on the specified street closure shall not be obstructed by vehicles, temporary structures, tents or other obstacles that impede the fire departments ability to access the hydrant in the event of an emergency. A minimum of 20-foot unobstructed path must be maintained for emergency vehicle access to the street if the event is not a complete, hard closure. If the event plans on having a hard closure, both the fire and police departments must be made aware of the closure in advance so alternative routes of response can be planned. An Emergency Access plan must be submitted and approved by the Fire Department and Police Department.



- D. The applicant shall conduct all activities in such a manner that the health and safety of the public are not negatively impacted.
- E. Promptly following the conclusion of the event, the applicant shall clean the right-of-way equivalent to its condition prior to the temporary closure.
- F. Approval of the request is subject to other conditions that may be specified by the City Manager or City Council.
- G. Conditions considered for all street closures include (but are not limited to):
 - 1. Impact of the proposed closure on residents, occupants, or businesses.
 - 2. Impact of the proposed closure on the accessibility of emergency vehicles into the closure areas.
 - 3. Impact of the proposed closure on vehicular traffic such as circulation, site lines, traffic movement, and availability of alternate routes for traffic.
 - 4. Potential interference with commercial and business activities in the immediate vicinity.
 - 5. Conditions existing within the surrounding area that, when occurring in conjunction with a street closure, might create a hardship or an unnecessary inconvenience to the public or persons residing in the area.
- H. The applicant is responsible for all costs associated with establishing, running, or maintaining the closure, including reimbursing the City for any costs associated with the closure, unless a fee waiver is approved by the City Council.
- I. The proposed street closure must be compatible with the neighborhood / commercial area of the requested street or road.
- J. The location must be large enough for the anticipated the crowd capacity as determined by the City's Police Chief, Fire Chief, City Engineer, and Risk Manager.
- K. The temporary street closure shall be for a period less than eight (8) hours, including any set up time and breakdown time, unless approved by City Council.
- L. The City of Seaside maintains the right to cancel approval of the street closure at any time.
- M. The City reserves the right to limit the number of street closures in particular areas in order to limit disruption to residents and businesses.
- N. The City Manager will maintain and update the application and other forms to support this policy.

IV. Application Procedure

- A. The applicant shall submit a Seaside Application for Temporary Street Closing Permit at least 90 days prior to the date of the proposed street closure. Applications submitted less than 90 days cannot be guaranteed a response for approval or denial.
- B. A site map must be included with the application detailing a 20-foot emergency vehicle access lane through closure, or alternative emergency vehicle access in accordance with an approved Emergency Access Plan.



- C. All applicable documents shall be attached to the Application for Temporary Street Closing Permit (consult with City staff to determine which documents are required):
 - 1. Special Event Application;
 - 2. Detailed site map;
 - 3. Traffic control plan;
 - 4. Emergency Access Plan;
 - 5. Temporary detour plan;
 - 6. Petition with signatures of affected residents / businesses; and
 - 7. Proof of insurance.
- D. Incomplete applications will be denied.
- E. The City's Police Chief, Fire Chief, City Engineer, and Risk Manager will review application materials and make recommendations regarding the closure to the City Manager and/or City Council.
- F. In the event an application is denied by the City Manager, the applicant may appeal to the City Council.

V. Road Closure / Barricade Equipment:

- A. Barricade equipment is required and can be provided by the City. City Staff will contact the Maintenance & Utilities Superintendent to schedule the delivery of the barricade equipment.
- B. Barricades will be delivered by the Maintenance & Utilities Division the last working day before the event and will be picked up the first working day after the event.
- C. Depending on the proposed closure, the City may require City staff or a bonded and insured traffic control company to be responsible for opening and closing the roadway.

VI. Public Notification

- A. At the applicant's expense, and prior to approval of the potential closure, the City will notify all residents/tenants directly affected by the street closure and provide them with the means to comment on the proposed closure.
- B. At a minimum, notices will be distributed to all who live or own/manage businesses within a 500-foot radius of the event location.
- C. The applicant may submit a petition demonstrating support of the affected residences / businesses which may be accepted in lieu of the City's noticing process. Upon request, the City will provide the applicant of a list of businesses and residences within the 500-foot radius.



VII. Fees and Charges

- A. The applicant will be responsible for all applicable fees and costs associated with the street closure, including but not limited to:
 - 1. Public Noticing;
 - 2. Use of City barricades;
 - 3. Staff time to shut down and reopen the street;
 - 4. Permit fee as established by the City Council in the adopted fee schedule;
 - 5. Cost of any required traffic plans and Emergency Access Plans; and
 - 6. Police, Fire, and other staff time as deemed necessary by the City
- B. The City Council may waive the fees associated with street closures.

VIII. Additional Event Requirements

- A. No stakes or penetrations may be made through the street surface.
- B. No disposal of anything in storm sewers.
- C. Any marking on the street can be done in chalk or washable material. No paint or permanent markings can be used.
- D. No loud speaker system shall be used which is audible beyond the designated event location. Event organizers and guests shall be in compliance with public peace statutes and ordinances.
- E. Alcoholic beverages are prohibited on City streets or public right of way unless the applicant has obtained a permit from the City. Proof of ABC license must be submitted to the City prior to the event in accordance with the Special event application.
- F. If alcoholic beverages are dispensed, event organizers may be subject to criminal penalties if under-aged persons are consuming or possessing such beverages.

IX. Damages & Insurance

- A. Any person or persons to whom a Street Closing Permit has been issued shall be liable for any loss or damage to any City of Seaside property arising out of the issuance or exercise of said permit.
- B. As a condition to the issuance of any Street Closing Permit, the permittee or permittees may be required to provide insurance to indemnify the City from any and all damages and costs of litigation arising out of the issuance and use of such permit.
- C. As a condition to the issuance of any Street Closing Permit, the City may require the permittee to indemnify and hold the City harmless from any claims for damages arising out of the street closing.



February 2022

STREET CLOSURE NOTIFICATION (SAMPLE)

Notice Application for Street Closure

This notice serves as notification that a request for street closure has been submitted to the City of Seaside and includes a request to close a portion of: (insert street)

Noticing Date:

Name of Applicant:

Weather Tech Raceway Laguna Seca

Name of the Event / Purpose of Closure:

Motul Course de Monterey powered by Hyundai N- Fun Party and Kick-off Celebration

Date of Closure:

May 10, 2023

Start Time of Closure:

End Time of Closure:

Streets to be closed:

A: Heitziner (Del Mont Blvd) from to The Roundabout

B: from to

C: from to

Map of Closure:

Map of Street Closure:



To provide input on this application:

Provide written comment to city clerk@ci.seaside.ca.us, include the following in the subject line "Public comment Item # (insert the agenda item number relevance to your comment). Written comments must be received by 3pm of the day of the meeting

Provide public comment in person at the meeting.

Meeting Date/Time:

April 6, 2023 5pm

Meeting Information:

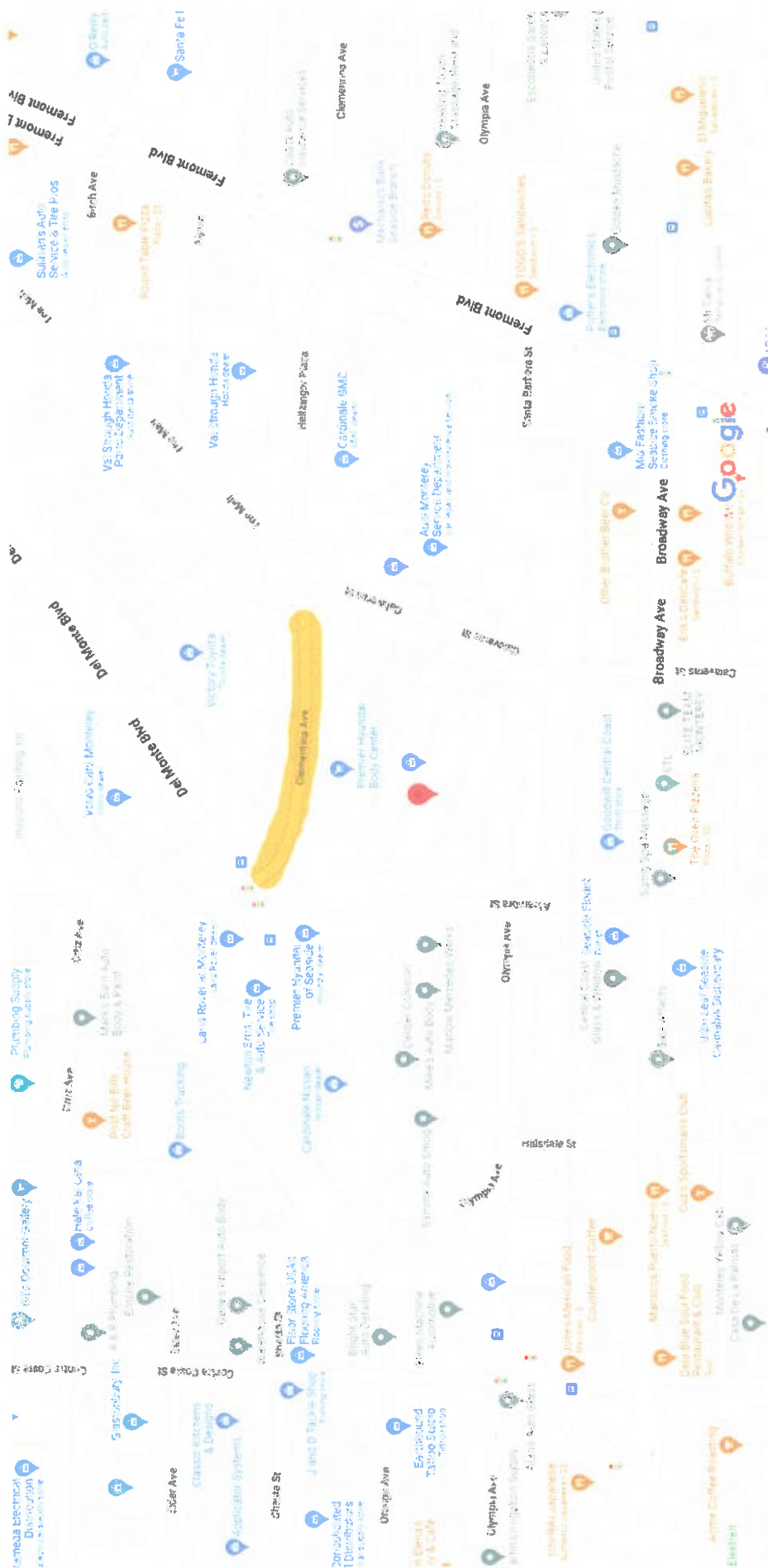


February 2022

TEMPORARY STREET CLOSURE APPLICATION

Applicant Information	
Name of Applicant: WeatherTech Raceway Laguna Seca	Date: March 13, 2023
Mailing Address: 1021 Monterey Salinas Highway	City/ State: Salinas, CA 93908
Email: Jeanie@laguna-seca.com	Phone: 831-242-8204

Street Closure Details	
Name of the Event / Purpose of Closure: Motul Course de Monterey powered by Hyundai N - Fan Party and Kick-Off Celebration	
General Description: Fan Party with Drivers and a few transporters to celebrate the IMSA event at WeatherTech Raceway Laguna Seca. We will sell tickets, have a Radio Partner do a live remote and have one local food truck.	
Event Start and End Time: 5:00 pm - 7:00 pm	Estimated number of people in attendance: 100 - 250
Date of Event: May 10, 2023	Total Number of streets to be closed: (1) block or 1/2 block
Will alcohol be served? NO	Will the event include live or amplified music? NO
Streets to be closed (please attach a detailed site map of closure location):	
A: Heitziner (Del Monte Blvd) from to The Roundabout	
B: from to	
C: from to	
Street close time: 3pm	Street opening time: 8pm
Supplementary questions	Yes No
Will vehicles be allowed inside the closure?	Stage only
If yes, please explain why and provide their locations: They will stage along the street sidewalk to make sure an emergency vehicle can get through. 15ft?	
Are you planning to hire a security company for the planned closure?	We have our Security Team
If yes, provide the Company name, phone number, name of Supervisor, and locations for where security will be placed:	
I certify that the information provided in the application is true and correct to the best of my knowledge.	
Applicant Signature: <u>Jeanie Jones</u>	Date: <u>2/13/23</u>





4 Heitzinger Plaza

Building

-  Directions
-  Save
-  Nearby
-  Send to phone
-  Share



4 Heitzinger Plaza, Seaside, CA 93955

At this place

Premier Chevrolet of Seaside

4.2 (346)

Car dealer · Floor 1

Open · Closes 8 PM



gmpps-butts

No reviews

Chevrolet dealer · Floor 1

Open · Closes 8 PM



Directions

Premier Chevrolet Body Center

No reviews

Auto body shop · Floor 1

Open · Closes 7 PM



Directions



February 2022

For Official Use Only

Engineering / Public Works Department		
Application Review Questions	Yes	No
Has the traffic control plan been submitted?		
Is the traffic control plan approved?		
Per the approved traffic control plan, is security being required for traffic control?		
Is the street closure application approved by the Engineering / Public Works Dept?		
If no, what is the reason for denial:		
Is the street closure approved with conditions?		
If yes, what are the approval conditions?		
Name of Dept. Head:	Title:	
Signature:		

Police Department		
Application Review Questions	Yes	No
Based on the information provided, does the applicant need to have Security assigned to assist traffic around the street closure?		
If yes, please identify the areas where security is required:		
Is the street closure application approved by the Police Dept?		
If no, what is the reason for denial:		
Is the street closure approved with conditions?		
If yes, what are the approval conditions?		
Name of Dept. Head:	Title:	
Signature:		



February 2022

Fire Department		
Application Review Questions	Yes	No
Does the site plan show obstructions on the road way?	X	
Does the site plan does provide for a 20' wide fire lane for emergency vehicle access?	15' IS ACCEPTABLE PER THE APPLICANT	
Is the street closure application approved by the Fire Dept?	X	
If no, what is the reason for denial:		
Is the street closure approved with conditions?	X	
If yes, what are the approval conditions? DO NOT BLOCK FIRE HYDRANTS AND FIRE DEPT. CONNECTIONS		
Name of Dept. Head: PAUL BLAHA	Title: DEPUTY FIRE CHIEF	
Signature: <i>[Signature]</i>		
Risk Management		
Application Review Questions	Yes	No
Does the proposed street closure meet the requirements of this policy with respect to size, compatibility, etc.?		
If required, has the applicant submitted Liability Insurance?		
Is the street closure application approved by Risk Management?		
If no, what is the reason for denial:		
Is the street closure approved with conditions?		
If yes, what are the approval conditions?		
Name of Dept. Head:	Title:	
Signature:		

Status of Application

The street closure request is: APPROVED _____ DENIED _____ DATE: _____

City Manager's Signature / Date: _____

If applicable, scheduled for City Council consideration on: _____

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING
THE CLOSURE OF CLEMENTINA AVEUNE TO THROUGH TRAFFIC FROM DEL
MONTE BOULEVARD TO THE ROUNDABOUT**

WHEREAS, Weather Tech Raceway at Laguna Seca will be holding their Motul Course de Monterey Fun Party Kick Off Event that is open to the public;

WHEREAS, the closing of Clementina Avenue from Del Monte Blvd to the Roundabout is necessary between the hours of 3:00 p.m. and 8:00 p.m. on May 10, 2023, to insure the safety of the public;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby approves the closure of Clementina Avenue from Del Monte Blvd to the Roundabout to ensure the safety of the public using this portion of roadway during this event.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 6th day of April 2023 by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 8.J.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Victor Damiani, Finance Director

DATE: April 6, 2023

SUBJECT: ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH HINDERLITER DE LLAMAS AND ASSOCIATES (HDL) FOR UTILITY USER TAX PROGRAM ADMINISTRATION WITH A ONE YEAR TERM AND TWO OPTIONAL ONE YEAR RENEWAL PERIODS FOR A TOTAL THREE YEAR CONTRACT AMOUNT NOT TO EXCEED \$74,184.00

RECOMMENDATION

Adopt a resolution authorizing a professional service agreement with HdL for Utility User Tax Program administration.

BACKGROUND

In Fiscal Year 2021-2022, the City of Seaside City Council approved a budget line item for HdL to provide Utility User Tax (UUT) program administration. The initial contract had a value below \$25,000.00 and therefore was approved administratively. The City's Finance department found the service provided by HdL to be useful and efficient. The contract has expired and the Finance department wishes to renew the contract for a one-year term with two optional renewal periods of one year each. With the possibility for the term to extend to three years, the value of the contract requires City Council approval.

The service provided by HdL includes an online portal for taxpayers to pay the UUT tax, taxpayer customer service, tax return processing, tax receipts and remittance of tax revenue to the City. The estimated value of the contract is \$24,240.00 per fiscal year with a CPI adjustment each year. Audit services may be recommended by HdL regarding certain taxpayers, but will not proceed until approved by City staff. Audit costs will be recovered from audit generated revenue.

FISCAL IMPACT

If the contract with HdL is approved by the City Council tonight, staff will budget \$25,000 per year for the next three years to cover the costs. Costs will be paid from the City's general fund.

ATTACHMENTS

1. HdL Professional Services Contract
 2. Resolution_HdL UUT Services
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

City of Seaside

PROFESSIONAL SERVICES AGREEMENT

This agreement is made by and between the City of Seaside (City), and Hinderliter De Llamas and Associates (HdL)(Consultant).

- A. Engagement: The City agrees to engage the Consultant to administer the City's utility user's tax program as detailed in exhibit A.
- B. Relationship: The Consultant is an independent contractor and is not to be considered an agent or employee of the City.
- C. Compensation: The City shall pay consultant as outlined in exhibit A.
- D. Expense Reimbursement: City will reimburse reasonable expenses related to Utility Users Tax Services upon submission of receipts.
- E. Method of Payment: The City shall pay upon receipt of a written invoice from Contractor detailing services rendered.
- F. Term: The initial term of this agreement shall commence on April 1, 2023 and terminate April 1, 2024. The term will automatically renew for two (2) additional periods of the same length as the initial term unless either party gives the other party written notice of termination at least thirty (30) days prior to expiration of the then-current term.
- G. Termination: This agreement may be terminated; (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon thirty (30) days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.
- H. Indemnity: Except for loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, caused solely by the negligence of the City, its Council, boards, commissions, officers and employees, Consultant shall indemnify, defend and hold harmless the City, its Council, boards and commissions, officers, and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, regardless of the merits or outcome of any such claim or suit arising from or in any manner connected to Consultant's act or omission regarding performance of services or work conducted or performed pursuant to this Agreement.
- I. In no event will CONSULTANT be liable for any lost revenues or lost profits, or any special, incidental, or consequential damages of any nature. CONSULTANT's duty to indemnify and hold harmless CITY shall not apply to claims for liability which arise from the issuance or non-issuance of any registration, license or permit.

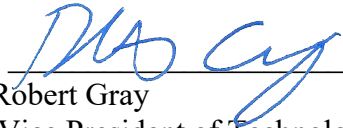
- J. Insurance: \$1,000,000 professional liability insurance naming the City as an additional insured.
- K. Project Management. The Finance Director will represent the City for all purposes under this Agreement. The Finance Director is designated as the Project Manager for the City. The Project Manager will be Consultant's point of contact with respect to performance, progress and execution of the Services. The City may designate an alternate Project Manager from time to time.
- L. Ownership of Work Product:
- a. Ownership of all completed imagery, reports, data, studies, surveys, charts, memoranda, and any other documents which are developed, compiled, or produced as a result of this agreement, whether or not completed, shall vest with the City.
 - b. Completed Materials developed under this agreement are the property of the City and may be used by the City as it sees fit, including the right to distribute, review or publish the same without limitation.
- M. Miscellaneous:
- a. The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
 - b. Neither this agreement nor any rights or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of the City.
 - c. This agreement shall be modified only by written agreement duly executed by the City and the Consultant.
 - d. Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
 - e. This agreement shall be governed by and construed in accordance with the laws of the State of California.
 - f. All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.
 - g. Consultant shall provide the City with a \$2,000,000/\$4,000,000 general liability certificate of insurance naming City as an additional insured, and automobile and workers' compensation coverage if applicable.

Wherefore, the parties have entered into this agreement as of the later of the dates stated below.

Approved:

Dated: 3.27.2023

Contractor: Hinderliter De Llamas & Associates (HdL)


By: Robert Gray
Title: Vice President of Technology

Address: 120 S State College Blvd., Suite 200,
Brea, CA 92821

City of Seaside:

Dated: _____

By: Jaime M. Fontes
Title: City Manager

EXHIBIT A

Hinderliter De Llamas & Associates (HdL)
City of Seaside, CA
Tax and Fee Administration Services and Fees
Utility Users Tax Administration Scope of Service

SCOPE OF SERVICES

Consultant will provide the following Services relative to Client's utility users tax administration.

1. Operations Management Services

- 1.1. Establish and maintain database of Client utility providers.
- 1.2. Receive and process registrations, tax returns and payments in a timely fashion.
- 1.3. Provide utility providers multiple options for submitting registrations, tax returns, payments, or support requests including via website, email, mail, phone, and fax. Consultant tax specialists will be available for live interactions Monday through Friday, 8:00am to 5:00pm Pacific.
- 1.4. Remit revenue to Client no less than monthly.
- 1.5. Provide Client staff access to website portal offering utility provider registry inquiry and reporting capabilities.
- 1.6. Monitor monthly returns for significant utility user tax reporters and endeavor to ensure accurate and consistent reporting methodology.
- 1.7. Provide periodic analysis reports presenting trends and key insights on Client utility providers.
- 1.8. Monitor and report on legislative and industry events impacting Client's utility user taxes.

2. Online Payment Processing – Consultant's services include PCI compliant payment processing services powered by FIS Global, which supports both credit card and eCheck transactions.

2.1. Client Responsibilities

- 2.1.1. As a condition to its receipt of the Service, Client shall execute and deliver any and all applications, agreements, certifications or other documents required by FIS Global, Networks or other third parties whose consent or approval is necessary for the processing of Transactions by FIS Global. "Network" is an entity or association that operates, under a common service mark, a system which permits participants to authorize, route, and settle Transactions among themselves, including, for example, networks operated by VISA USA and Mastercard, Inc., NYCE Corporation, American Express, and Discover.
- 2.1.2. Client hereby grants Consultant the full right, power and authority to request, receive and review any Data or records reflected in a Transaction report. Client represents and warrants that it has the full right and authority to grant these rights.

FEES

3. Operations Management Services

3.1. Fees for performing operations management Services shall be \$1,300.00 per month, plus \$9.00 per processed return.

3.1.1. Fees will be increased as of January 1st of each calendar year with reference to the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPI-U), West Region, as reported by the U.S. Bureau of Labor Statistics (the "CPI Change"). Each annual increase in the Fees will be equal to the greater of two percent (2%) or the actual CPI Change and the lesser of ten percent (10%) or the actual CPI Change. For example, if the actual CPI Change is 1.5%, then the annual increase will be 2%, if the actual CPI Change is 3.5%, then the annual increase will be 3.5%, and if the actual CPI Change is 12%, then the annual increase will be 10%.

3.2. Travel and lodging expenses are billed at cost and apply to all meetings (including implementation, training, operations and support). Travel expenses only apply to out of scope travel and must therefore be pre-approved by Client.

3.3. Client will be invoiced monthly for Services performed during the prior month. Fees will be netted out of Client's monthly revenue disbursement. Client will submit payment for any balance due to Consultant within 30 days of receiving the invoice.

4. **Payment Processing** – Consultant will configure payment processing services to utilize either a taxpayer funded model (convenience fee) or Client funded model, as directed by Client. Client may switch between these models upon written request to Consultant. Fees for each of these payment processing models are detailed here.

4.1. Taxpayer funded model – Client authorizes Consultant to collect each convenience fee from the taxpayer at time of payment.

4.1.1. Credit and debit card processing – 2.9% of transaction amount, minimum of \$2.00

4.1.2. ACH/eCheck processing - \$1.25 per transaction

4.2. Client funded

4.2.1. Credit and debit card processing – 2.9% of transaction amount

4.2.2. ACH/eCheck processing - \$0.50 per transaction

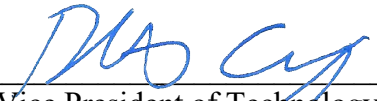
4.3. Returned payments/NSF fee – Each occurrence of a card chargeback, returned payment or insufficient funds will incur a fee of \$25.00, to be applied to the taxpayers account.

4.4. Consultant reserves the right to review and adjust pricing related to payment processing services on an annual basis. Consultant will communicate any such adjustment to Client in writing, with 60 days advance notice. Items that will be considered in the review of fees may include, but are not limited to: regulatory changes, card association rate adjustments, card association category changes, bank/processor dues and assessments, average consumer payment amounts, card type utilization, and costs of service.

IN WITNESS WHEREOF, the parties hereto have entered into this Exhibit to the Professional Service Agreement through their duly authorized representatives as of _____, 2023.

CONSULTANT:

Hinderliter De Llamas & Associates (HdL)

By: 
Its: Vice President of Technology

CLIENT:

City of Seaside, CA

By: _____
Its: _____

Hinderliter De llamas & Associates (HdL)
City of Seaside, CA
Tax and Fee Administration Services and Fees
Utility Users Tax Audit Scope of Service

SCOPE OF SERVICES

Consultant will provide the following Services relative to Client's utility users tax audits.

5. Utility Users Tax Audit - Consultant's work as set forth below is defined as "Agreed Upon Procedures" and is not a traditional review of financial statements as defined by Generally Accepted Reviewing Standards ("GAAS"). A traditional review includes the issuance of an opinion stating whether the financial statements are presented fairly in conformity with Generally Accepted Accounting Principles ("GAAP"). Because the procedures listed do not constitute a traditional review, Consultant will not express an opinion on the Companies' or the Client's financial statements or any elements, accounts, or items thereof. Consultant's analysis and reports will relate only to an analysis of Companies' gross revenues and related elements of expenses. Consultant's work identifies the steps performed to ensure that the Companies accurately paid utility users' tax to Client. Consultant's work includes:

5.1. Overall Tasks

- 5.1.1. Contact Client's staff and obtain documentation required to kick off the project.
- 5.1.2. Review Client's municipal code related to utility users' tax to understand the definition of gross revenues and the determination of utility users' taxes.
- 5.1.3. Prepare initial data requests to the Companies and the Client requesting information related to the review period. During the project, if needed, prepare additional data requests and submit them to the Companies.
- 5.1.4. Execute non-disclosure agreements (NDAs) with the Companies, if required.
- 5.1.5. Correspond with the Companies and the Client, as required via phone and email, to obtain documentation, resolve issues, and obtain any appropriate assistance.

5.2. Review of Utility Users' Taxes

- 5.2.1. Verify that the accounting methodologies and procedures used by the Companies accurately identify billed revenues generated within the Client during the review period subject to the utility users' taxes. Investigate any inconsistencies and provide recommendations, if applicable.
- 5.2.2. Review payments to the Client and recalculate the utility users' taxes for the review period.
- 5.2.3. On a test basis, reconcile billed revenues submitted as supporting documentation with the tax payments to revenues recorded on the audited financial statements or equivalent reporting information.
- 5.2.4. Identify each revenue type or source that the Companies did not include in the determination of the utility users' taxes remitted to the Client for the review period and verify correctly excluded.
- 5.2.5. Reconcile revenues reported to the Client to the revenues on third party billing data on a test basis, depending on the findings noted and accuracy of the sample quarters tested.
- 5.2.6. Obtain a sample of customer bills and verify the calculation of the tax on the bill.

- 5.2.7. For each year, summarize every category of revenues reported to the Client and reconcile these revenues to the utility users' taxes.
- 5.3. Procedures specific to Telecommunication Utility Users' Taxes
- 5.3.1. Review the following, as applicable: enhanced service revenues, private line revenues, equipment lease and sales revenues, installation and maintenance agreement charges, late fees, non-sufficient funds fees, E911 charges, sales taxes, and state and federal USF charges. Determine that these items are appropriately treated in the determination of the gross revenues reported to the Client.
- 5.3.2. Review the allocations of any bundled products consistent with accounting requirements (Accounting Standards Codifications 605 and 606) to ascertain the correct amount subject to the UUT is being determined.
- 5.3.3. Identify any exempt telecommunications revenues and determine if the customer meets the requirements for exempt status.
- 5.3.4. Determine whether gross revenues generated from Indefeasible Right of Use ("IRU") agreements were correctly included in the revenue base to determine UUT payments to the Client.
- 5.3.5. Obtain a list of the reseller lease agreements. Determine whether revenues from reseller lease agreements were correctly included in the telecommunications revenue base to determine the UUT payments to the Client or whether the reseller self reports.
- 5.3.6. Review the allocation percentage and method utilized to calculate allocated revenues, such as the long-distance revenues between intrastate and interstate.
- 5.4. Summarize Results and Issue Reports
- 5.4.1. Analyze utility users' taxes reported to Client by category of revenues.
- 5.4.2. Calculate under/overpayment of the amount due to Client, interest charges and applicable fees on under/overpayments of the utility users' taxes.
- 5.4.3. Submit final reports to Client. The reports will include Consultant findings, including a recalculation of the utility users' taxes and determination of any deficiencies plus applicable interest due to Client.
- 5.5. Additional Services – Consultant is available to assist in resolving with the Companies any disputed issues as to amounts owed to the Client. Additional services would include assisting the Client in its negotiations with the Companies. Typically, we participate in conference calls, discuss our findings with the Companies, and assist the Client in negotiating a settlement with the Companies. We are also available to perform other additional services, such as: meet with the Client to discuss our findings; make presentations of our report to the Client; and provide support and testimony if this matter is litigated.

FEES

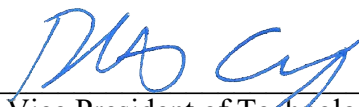
6. **Audit Services** – Consultant will perform reviews of the reports of utility users' taxes (cable, electric, gas, telecommunications as appropriate – collectively Companies) concerning the utility users' taxes (UUT) payments to Client for as follows:
- \$14,000.00/audited company or 35% of all captured revenue whichever is higher.
- 6.1. If Client takes legal action to collect underpayments identified by Consultant, any additional services, e.g. expert testimony, by Consultant will be provided at an agreed hourly rate of \$250.00 per hour.

- 6.2. Fees for travel and lodging expenses will be invoiced at cost and applied to all meetings (including implementation, training, operations and support).
- 6.3. Client will be invoiced monthly for Services performed during the prior month.
- 6.4. Review not to exceed amount will be increased as of January 1st of each calendar year with reference to the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPI-U), West Region, as reported by the U.S. Bureau of Labor Statistics (the "CPI Change"). Each annual increase in the Fees will be equal to the greater of two percent (2%) or the actual CPI Change and the lesser of ten percent (10%) or the actual CPI Change. For example, if the actual CPI Change is 1.5%, then the annual increase will be 2%, if the actual CPI Change is 3.5%, then the annual increase will be 3.5%, and if the actual CPI Change is 12%, then the annual increase will be 10%.
- 6.5. Consultant may change the rates for its hourly Fees from time to time in its sole discretion upon at least 30 days' prior written notice to Client.

IN WITNESS WHEREOF, the parties hereto have entered into this Exhibit to the Professional Services Agreement through their duly authorized representatives as of _____, 2023.

CONSULTANT:

Hinderliter De Llamas & Associates (HdL)

By: 
Its: Vice President of Technology

CLIENT:

City of Seaside, CA

By: _____
Its: _____

RESOLUTION NO. 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH HINDERLITER
DE LLAMAS AND ASSOCIATES (HdL) FOR UTILITY USER TAX
PROGRAM ADMINISTRATION WITH A ONE YEAR TERM AND TWO OPTIONAL
ONE YEAR RENEWAL PERIODS FOR A TOTAL THREE YEAR CONTRACT
AMOUNT NOT TO EXCEED \$74,184.00**

WHEREAS, the City of Seaside entered into a Professional Services Agreement with HdL for Utility User Tax Administration services on August 1, 2021 ; and

WHEREAS, The Professional Services Agreement with HdL for Utility User Tax Administration services is now expired; and

WHEREAS, City Staff has found the service provided by HdL to be both useful and efficient and wishes to renew the contract for up to three additional years.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside approves a resolution authorizing the City Manager to Execute a Professional Services Agreement with HdL for the Utility User Tax Administration services with a term of one year plus two optional one year renewal periods and a total three year contract amount not to exceed \$74,184.00.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Seaside duly held on the 6th day of April 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

APPROVED TO FORM:

Sheri L. Damon, City Attorney



CITY OF SEASIDE STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Sheri Damon, City Attorney

DATE: April 6, 2023

**SUBJECT: DISCUSS AND CONSIDER THE POTENTIAL CENSURE OF
COUNCIL MEMBER ALEX MILLER FOR HIS FACEBOOK POST OF
MARCH 17, 2023**

RECOMMENDATION

Discuss and consider the potential censure of Council member Alex Miller for his Facebook post of March 17, 2023.

BACKGROUND

The City Manager was asked to place on the agenda an item about the potential censure of Alex Miller for his Facebook post of March 17, 2023. In order for the majority of the Council to discuss the Facebook post, the matter was required to be agendized in order to comply with the Brown Act. The majority would otherwise, be unable to comment on the appropriateness of the language or conduct. "Censure" is the procedural method set forth in Robert's Rules of Order by which the City Council majority may exercise its First Amendment rights to comment on another's language or conduct they do not believe is appropriate. The City Attorney was asked to produce a law and procedure memorandum outlining the current law and procedure of the City as it relates to a "censure" and that memorandum is attached. A motion for censure (with no penalty) is treated as any other motion, except that the recipient of censure is allowed to rebut the findings contained in the censure.

FISCAL IMPACT

This item is not included in the City's Strategic Plan. Fiscally, this item is included in the staff salary.

ATTACHMENTS

1. Memo re Censure
 2. Miller -Facebook 3-17-2023
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager



OFFICE OF THE CITY ATTORNEY

440 Harcourt Avenue
Seaside, CA 93955
www.ci.seaside.ca.us

Telephone 831-899-6890
Facsimile 831-718-8602

MEMORANDUM

TO: CITY COUNCIL
FROM: CITY ATTORNEY
DATE: 4/6/2023
RE: CITY COUNCIL CENSURE LAW AND PROCEDURES

1. QUESTION

What process/options does the City council have to address conduct/comments the Council considers unbecoming of a City Council member?

2. SUMMARY CONCLUSION

At the current time, the Council only has the procedures set forth in Robert's Rules of Order, since neither the Seaside Municipal Code nor the City Council's code of ethics and conduct identify a specific process to address violations of the code of conduct or behavior or other statements or actions unbecoming of a City Council member. In order for the majority to discuss language or conduct of council members without violating the Brown Act, the matter must be placed or discussed on the Agenda, since a Motion for Censure may be considered by the Council at any time. A censure motion with no penalty must be noticed, the offending conduct/behavior outlined and an opportunity to be heard.

3. ANALYSIS

In 2019, the City of Seaside adopted a Code of Conduct to be added to the existing code of ethics adopted in 1979, to be included in the Boards and Commissions Handbook. The Code of Conduct is a one page document that does not identify the consequence or sanctions for violating the code of ethics and conduct. Nor does the code describe expected conduct for elected or appointed officials in their public interactions.

Seaside Municipal Code section 2.02.100 states that Robert's Rules of Order, current edition, shall govern in all matters not specifically provided. The current version of Robert's Rules of Order is the 12th edition. Censure is an inherent power of a legislative body that follows Robert's Rules of Order. (Roberts, p. 627-28, Section 61.) A legislative body can use "censure" at any time to address inappropriate board member behavior if the Board votes to do so.

In essence, censure, with no penalty, is designed to separate and identify the board members' actions or words as not in alignment with the board's policies or modes of decorum. Censure, is not the only potential sanction however, in extreme cases of

inappropriate language or conduct (including but not limited to sexual harassment, bullying, etc.), a censure might include a Censure Resolution, a potential removal from Boards and/or Commissions (penalty) and/or potential referral to the District Attorney's office.

A. Censure Is Protected by the First Amendment

When there is no penalty included, censure is only the expression of an opinion by the majority of the legislative body. (Phelan v. Laramie County Community College Board Of Trustees, 235 F.3d 1243 (10th Cir., 2000).) "In censuring Ms. Phelan, Board members sought only to voice their opinion that she violated the ethics policy and to ask that she not engage in similar conduct in the future."² (Id. at 1248.) A board's censure opinion is protected by the First Amendment. (Westfall v. City Of Crescent City, ("Westfall II") 2011 WL 4024663 (unpublished) (N.D.Cal. 2011) (granting City's motion to dismiss).)³ ". . .

Council members had a corresponding First Amendment right to 'vot[e] their conscience on the important issues' they identified in the censure resolution.'" (Westfall II at *4.) The Westfall II court considered the censure First Amendment activity even though the censure resolution also stripped the respondent of her committee memberships.

B. Censure Protected By Anti-SLAPP Statutes.

As an expression of an opinion, the resolution of censure is protected by the anti-SLAPP statutes of the state. (Californians Aware v. Orange Unified School District ("Californians Aware"), 2008 WL 4078764 at *11 (unpublished) (Cal.App. 4 Dist.)) "[A] governmental entity enjoys a right to freedom of speech, which is consequently enforceable under the anti-SLAPP law." (See also Rodriguez, v. Jurupa Unified School District ("Rodriguez"), 2010 WL 3135386 (Cal.App. 4 Dist.); Shivers, v. Yuba Community College District ("Shivers"), 2002 WL 22783 (unpublished) (Cal.App. 3 Dist. 2002) (District Administrator's lawsuit stricken on District's anti-SLAPP motion. Lawsuit challenged District board censure of Administrator.) Westfall v. City Of Crescent City ("Westfall I"), 2011 WL 2110306 (unpublished) (N.D.Cal.) (partially granting City's motion to strike).) Even when a respondent is stripped of his or her committee memberships, he or she may be barred from bringing actions for intentional infliction of emotional distress and defamation under the Anti-SLAPP statute. (Westfall II at *11.)

C. Due Process Is Limited

Numerous legislative bodies issue a censure by resolution. (See Braun v. City of Taft, 154 Cal.App. 3d 332, 339 (1984); Californians Aware at *5; Westfall II at *1; Rodriguez at *3.)

1. Minimal Due Process. "In determining applicable due process safeguards, it must be remembered that 'due process is flexible and calls for such procedural protections as the particular situation demands.'" (People v. Ramirez, 25 Cal.3d 260, 268 (1979).)

Only minimal due process standards here should apply: notice and an opportunity to refute the allegations. One court has said that it could find no required policies or procedures on censure that a city must follow. (Westfall II at *6.) The Westfall II court

rejected the charge that the legislative body had no censure policy, and therefore could not impose a censure. (Westfall II at *5.) The court noted that there was no violation of due process as the respondent had “received notice of the Council’s decision to vote to censure her at an upcoming public meeting, had communicated with [the City Attorney] regarding the procedural mechanism for the sanction, and attended the public meeting where the remaining Council members unanimously voted to censure her.” (Westfall II at *6.) This was sufficient due process even when the censure resolution included stripping the respondent of committee membership. The court also noted that the transgressions were observed directly by other councilmembers no further investigation was necessary.

Especially when a censure motion is “not a formal legal finding” and does not “diminish” a Councilmember’s right as a Councilmember, due process is limited. At most, a respondent is entitled only to notice and an opportunity to refute the allegations. (Rodriguez at *12.)⁵ Even when the matters occur outside the view of the council, the court was not concerned that the allegations were submitted to the legislative body by just an oral report. (Rodriguez, at *8 (Investigators presented oral report on board member’s unacceptable conduct involving allegations of sexually-charged comments, inappropriate physical contact, and threats against district employees).)

Other entities, such as licensing boards, do allow for a specific procedures before censure. These procedures, however, are required by the body’s own rules. (See, e.g., Commission on Judicial Performance, Rule 123.) As noted by the Westfall II court, *supra*, no rule or statute mandates a specific process for a City Council censure.

2. No Cross-examination. Due process does not require that the subject have the “right of cross examination at a name-clearing hearing.” (Binkley v. City of Long Beach, 16 Cal.App. 4th 1795, 1809 (1993) (Chief of Police, who held the position at the pleasure of the City Manager, could be fired without “just cause,” so long as he was given an adequate opportunity to convince the agency to reverse its decision).) In the context of a censure of a City Councilmember, since not even firing is at stake, certainly there is no right to cross examination.

4. CONCLUSION

The City Council has the power to pass a motion or resolution censuring a councilmember. A formal hearing and cross examination are not required so long as there is no penalty attached to the censure. At a minimum (1) the item must be noticed on the public agenda in accordance with the Brown Act requirements, (2) the offending conduct should be included in the packet and (3) the subject councilmember must be given an opportunity to rebut the charges against him/her. The City Council may censure a member by a majority vote or may direct a more formal Resolution of Censure be prepared. Should the Council desire to include any additional penalty, such as removal from boards or commissions, then a more formal hearing process would be required.



seaside councilman alex mi...

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Seaside Councilman Alex Miller ·



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Mar 17 · 🌐

Another reason why we need to do something about Seaside Downtown. It's unfortunate the City Council is unwilling to hire a professional or allow one of our city commissions to help with the revitalization. It appears our council is ok with businesses leaving, vacant buildings sitting and allowing boarded up buildings to sit untouched. I think we can do better and I will keep on fighting for a vibrant downtown like what we deserve.



montereycountyweekly.com

Seaside's Maligne restaurant to be scaled down, with plans to reopen in two weeks.



13

14 Comments



News Feed



Friends



Watch



Marketplace



Notifications



Menu



CITY OF SEASIDE STAFF REPORT

Item No.: 9.B.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Sheri Damon, City Attorney

DATE: April 6, 2023

**SUBJECT: DISCUSS AND PROVIDE DIRECTION ON THE POTENTIAL
UPDATE TO THE CURRENT CODE OF CONDUCT AND ETHICS**

RECOMMENDATION

Direct City Manager and City Attorney to return with a proposed update to the current code of conduct for all public representatives (City Council, Boards and Commissions)

BACKGROUND

The City adopted a Code of Ethics on July 5, 1979. The goal of the Code of Ethics is to affirm an identity of excellence and integrity for City government, thus reinforcing public trust. In addition to laws, regulations and ethical codes, some cities adopt Codes of Conduct. Codes of Ethics generally regulate judgement of individuals in an organization, while Codes of Conduct generally regulate actions and describe expected behaviors. In 2019, the City of Seaside adopted a Code of Conduct to be included in the Boards and Commissions Handbook. The handbook can be found on the City's website at <http://www.ci.seaside.ca.us/DocumentCenter/View/4171/Boards-and-Commissions-Handbook-2020?bidId=> The Code of Conduct is a one-page document that does not outline the various interactions that Council members, Board members or other City representatives have with each other, staff, members of the public and other third party boards and commissions. Neither the existing Code of Ethics or nor the code of conduct outline the consequences or sanctions for violating the code of ethics and conduct. Neither addresses social media as a public space. While the Brown Act regulates on a more formal basis the interactions of council members on social media, the City's current code of conduct and ethics is silent on this more modern form of communication. A copy of the staff report from 2019 related to the existing code of conduct is attached to this report for the council's consideration.

A clarification of the existing code of conduct and ethics would be helpful in clarifying

the expectations of the Council of its members, the City's boards and commissions as they discharge and perform their public service roles.

FISCAL IMPACT

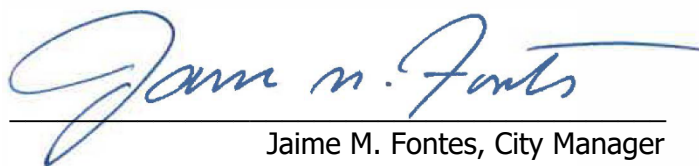
This item is not in the Strategic Plan.

This item would be otherwise included in the current budgeted amounts for staff.

ATTACHMENTS

1. Code of Conduct
-

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



CITY OF SEASIDE STAFF REPORT

Item No.: 10.A.

TO: City Council

BY: Craig Malin, City Manager

DATE: November 7, 2019

SUBJECT: DISCUSS AND APPROVE A CODE OF CONDUCT

PURPOSE & RECOMMENDATION

Adopt the Code of Conduct, and direct staff to include the Code of Conduct in appropriate City documents.

BACKGROUND

The City adopted a Code of Ethics on July 5, 1979. The goal of the Code of Ethics is to affirm an identity of excellence and integrity for City government, thus reinforcing public trust. In addition to laws, regulations and ethical codes, some cities adopt Codes of Conduct. Codes of Ethics generally regulate judgement of individuals in an organization while Codes of Conduct generally regulate actions and describe expected behaviors.

After surveying other Codes of Conduct from both public and private sector organizations, staff has prepared a draft Code of Conduct unique to Seaside's organizational and community culture. The Code, as drafted, is intended to be brief and simple, but also powerful; describing in straightforward behavioral terms what is expected of Seaside officials. Should the Council adopt the Code of Conduct; staff will include the Code in appropriate City documents and publications.

ATTACHMENTS

1. Code of Conduct 2019
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



Code of Conduct

City of Seaside elected officials, members of boards, commissions, and committees, and staff ("Officials") have an obligation to conduct themselves in accordance with local, state and federal laws and regulations, including ethics regulations, and in accordance with the following Code of Conduct.

City of Seaside Officials will be:

Appreciative – It is a privilege to serve the citizens of and visitors to the City of Seaside. The opportunity to serve should be understood to be a unique and fleeting opportunity that is approached with gratitude.

Kind – The City of Seaside is a municipal service organization. The City exists to serve its citizens, visitors, business owners, and employees, and can most transformatively do so by demonstrating unsparing kindness to each other and those they come in contact with while representing the City.

Civil – Life in public service demands respectful and supportive behavior. At all times, representatives of the City are to be courteous and polite. To each other, and everyone they meet.

Inquisitive – One of Seaside's great treasures is its remarkable diversity. Seaside Officials are immersed in diverse cultures, perspectives and traditions and must be genuinely interested in and supportive of, rather than judgmental about, other cultures, perspectives, and traditions.

Caring – The youngest, most economically modest, and most inclusively reverent community on the Monterey Peninsula, Seaside exists to be the community where we care for one another, where we create brighter futures for our community's children, where we take care of those in the sunset of their lives and where we reach out to those in need, whoever they may be.

Humble – Look, we're pretty awesome. But let's just be low-key about it.

Self-Aware – Listen more, speak less. Contribute more, complain less. Smile more, frown less. You live in / work for / contribute to a remarkable City and community. Be appreciative.



CITY OF SEASIDE STAFF REPORT

Item No.: 9.C.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: April 6, 2023

**SUBJECT: APPROVE A FEE WAIVER FROM SARANGSAM PRISON
MINISTRY FOR THE USE OF THE LAGUNA GRANDE HALL AND
KITCHEN FOR THEIR MUSIC FESTIVAL ON OCTOBER 7, 2023**

RECOMMENDATION

Approve the fee waiver request from the Sarangsam Prison Ministry for the use of Laguna Grande Hall and kitchen to hold their Music Festival in the amount of \$1,553.85

BACKGROUND

The Sarangsam Prison Ministry is a non-profit religious organization and they are requesting a fee waiver to help cover the costs associated with their Music Festival on Saturday, October 07, 2023, from 12:00 p.m. to 8:30 p.m. in the Laguna Grande Hall at the Oldemeyer Center. Their event will be for all ages and is open to the public. They will have classical music with string ensemble, jazz, opera and folk music. The performers are from young students to elderly singers. This event is free and open to the public.

The Sarangsam Prison Ministry Korean band have been performing free of charge at some of the City of Seaside Recreation annual events since 2017. They have become staples for entertainment at the annual Mother's Day Luncheon and the Holiday Luncheon, and this year they are slated to play at the City's International Day celebration. Given their ongoing support to the recreation department, staff recommend that the fees be waived for the rental cost of the facility for their Music Festival.

The approval of this request from Sarangsam Prison Ministry will support the City Council Strategic priorities of:

- Diverse and Inclusive Community

FISCAL IMPACT

The approximate fees which are applicable to this request are:

Laguna Grande Hall Fee	8.5 Hours @	\$1,309.00
\$154.00		
Insurance		\$ 122.00
<u>Deposit Non Refundable Portion</u>		<u>\$ 122.85</u>
TOTAL		\$1,553.85

ATTACHMENTS

1. Sarangsam Prison Ministry - Fee Waiver 2023
2. Sarangsam Prison Ministry - 501(c)(3)

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: Sarangsam Prison Ministry
Name of Applicant: Sang K Jun
Address: 27575 Meacrest Dr City: Carmel State: CA
Phone: 831.277.8627 Email: Sang@yewondentallah.com

EVENT INFORMATION:

Event Title: Music Festival
Event Description: all different genre of Music
Event Date: 10/7/2023 Room(s) Requested: _____
Time (including set-up): 12pm - 8:30pm Approximate Number of Guests: 150

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: Help to cost of the event
request for City of Seaside to co-sponsor
Have you received a Fee Waiver in the past? ☐ Yes, the event was on _____ ☒ No
What is your organization's tax identification number? 84-2739292
What percentage of your members or participants resides in Seaside? about 90%
Is your organization based in Seaside? ☐ Yes ☒ No
Is your organization able to provide liability insurance? ☒ Yes ☐ No
Will alcohol be served or sold at your event? ☐ Yes ☒ No

Applicant Signature: Sang K Jun

Date: 3/3/2023

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____

Date: _____

Notes: _____

Event Description

This event will be for all ages,
Classical music with string ansambl, ~~and~~
Jazz, opera and folk music as well as
Gospel
performers are also from all ages, young
students to elderly singers
This is free to the public.



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
Combo

Organization: Sarangsam Prison Ministry

Name of Applicant: Sang K Jun

Address: 27575 Moancrest Dr City: Carmel Zip: 93923

Phone: 831-277-8627 Email: Sang@yewondentalab.com

Day of Event Contact Name and Phone: Sang Jun 831-277-8627

☐ Resident ☐ Non-Resident

EVENT INFORMATION:

Event Title: Music Festival

**Please attach invitation or flyer if available.*

Event Date: October 7, 2023 Approximate Number of Guests: 150

Reservation Time: 12 PM - 8:30 PM Event Time: 05:00 PM 8:30 PM

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

Special Instructions: _____

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: _____			<i>*Alcohol is prohibited at youth oriented events</i>		

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)

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

Applicant Signature: Sang K Jun

Date: 03/07/2023

(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	\$819.00
(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

							Like senior dances - round tables only
--	--	--	--	--	--	--	--



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 cancellation, 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: _____



Secretary of State
Articles of Incorporation of a
Nonprofit Religious Corporation

ARTS-RE

4308087

FILED *ew*
Secretary of State
State of California

AUG 15 2019 *JAT*

IMPORTANT — Read Instructions before completing this form.

Filing Fee - \$30.00

Copy Fees - First page \$1.00; each attachment page \$0.50;
Certification Fee - \$5.00

Note: A separate California Franchise Tax Board application is required to obtain tax exempt status. For more information, go to <https://www.ftb.ca.gov>.

nc

This Space For Office Use Only

1. Corporate Name (Go to www.sos.ca.gov/business/be/name-availability for general corporate name requirements and restrictions.)

The name of the corporation is SARANGSAM

2. Business Addresses (Enter the complete business addresses. Item 2a cannot be a P.O.Box or "in care of" an individual or entity.)

a. Initial Street Address of Corporation - Do not enter a P.O. Box	City (no abbreviations)	State	Zip Code
27575 Mooncrest Dr.	Carmel	CA	93923
b. Initial Mailing Address of Corporation, if different than item 2a	City (no abbreviations)	State	Zip Code

3. Service of Process (Must provide either Individual OR Corporation.)

INDIVIDUAL - Complete Items 3a and 3b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation)	Middle Name	Last Name	Suffix
Sang	K.	Jun	
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box	City (no abbreviations)	State	Zip Code
27575 Mooncrest Dr.	Carmel	CA	93923

CORPORATION - Complete Item 3c. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) - Do not complete Item 3a or 3b

4. Purpose Statement

This corporation is a religious corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Religious Corporation Law exclusively for religious purposes.

5. Additional Statements (The following statements are for tax-exempt status in California. See Instructions and Filing Tips.)

- The specific purpose of this corporation is to share the Gospel of Jesus Christ through praising activities
- This corporation is organized and operated exclusively for religious purposes within the meaning of Internal Revenue Code section 501(c)(3).
- No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.
- The property of this corporation is irrevocably dedicated to the purposes in Article 4 hereof and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person.
- Upon the dissolution or winding up of this corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable, educational and/or religious purposes and which has established its tax-exempt status under Internal Revenue Code section 501(c)(3).

6. Read and Sign Below (This form must be signed by each incorporator. See Instructions. Do not include a title.)

Sang K. Jun
Signature

Sang K. Jun
Type or Print Name



I hereby certify that the foregoing transcript of _____ page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

DEC 29 2021

Shirley N. Weber



CITY OF SEASIDE STAFF REPORT

Item No.: 9.D.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: April 6, 2023

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH EVERYONE'S HARVEST FOR THE OPERATION OF SEASIDE'S CERTIFIED FARMERS MARKET YEAR ROUND FOR A NOT TO EXCEED AMOUNT OF \$24,600.00 A YEAR FOR A TERM OF TWO YEARS

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute an agreement with Everyone's Harvest to operate the Seaside Certified Farmer's Market on a year-round basis for a term of two years.

BACKGROUND

The City of Seaside seeks to reinstate its Certified Farmer's Market with the goals of creating a festive community event and social gathering place. The goal of the farmer's market is to offer community members an opportunity to purchase locally grown produce, artisan goods, and locally sourced and culturally relevant products that will appeal to the broad range of residents and visitors that will highlight the unique and diverse character of Seaside. The market will also give farmers an opportunity to sell their products locally, and also provide local businesses, non-profits, artisans, and musicians with an opportunity to participate.

During the Fiscal Year 22/23 budget meetings, it was determined that the City would like to bring back a Farmer's Market. Having the market in Seaside is a key component for the City to achieve Blue Zones Project Certification. The market will provide affordable, accessible and fresh fruits and vegetables for the community while also having a variety of multi-cultural vendors that reflect this city's diversity. The last time a City had a Farmer's Market was in Fiscal Year 18/19, and that market was held on Saturdays on the 600 block of Broadway. There were a variety of challenges with the first market location, and this time around we are looking at three potential locations that were identified from a community survey that was done by the Blues Zones Project. Those locations are:

- The parking lot at City Hall
- The parking lot at Oldemeyer Center
- Lower Broadway Avenue

On January 23, 2023, the Recreation Department issued a Request for Proposals (RFP) seeking a qualified Certified Farmer's market Operator. The staff's desire was to find an operator that is certified by an accredited Farmer's Market authority and one who will provide an abundant blend of multi-cultural market vendors that will limit the sale of non-food products to 25% or less of the total products offered, and will ensure there is a balance amongst vendors. Proposals that include one or more of the following would be given priority:

- Cal Fresh/Supplemental Nutrition Assistance Program (SNAP)
- Electronic Benefits Transfer (EBT) which provides monthly benefits for purchasing food.
- Use of Women, Infants, and Children (WIC)
- Senior Market Nutrition Programs
- Farmer's Market check redemption to purchase fresh fruit & vegetables
- Use of coupons from a produce prescription program
- Receiving additional funds from the Market Match program

One proposal was received by the deadline of February 24, 2023, and that was from the previous Farmer's Market Operator "Everyone's Harvest". The proposal was reviewed by staff and a member of the Blues Zones Project of Monterey County. The proposal was reviewed and rated based on the following criteria:

Firms Qualifications, Experience, and References: Experience in performing work on projects similar in nature and size. Experience working with public agencies, strength, stability, experience, technical competence, and client references.

Qualifications and Experience of Personnel and Staffing: Qualifications and experience of proposed personnel for requested services.

Work Plan: Depth of Consultant's understanding of the City's requirements, overall quality and logic of the work plan.

Quality and Responsiveness of the Proposal: Completeness of response in accordance with the RFP instructions.

The weighting of the proposal's rating was based on the following formula:

- Breadth of quality of service listed in the scope of work - 30 points
- Qualifications of key personnel to be assigned to the anticipated project and tasks that coincide with the Scope of Work - 30 points
- Demonstrate the ability to successfully provide services for projects of similar complexity in nature - 20 points
- Organization and presentation and content of proposals - 10 points
- Favorable references - 10 points

Total 100 points

While there was only one proposal, the average score from the rates was 82.75, and staff determined that Everyone's Harvest has the knowledge and experience to operate a Certified Farmer's Market in the City of Seaside.

Everyone's Harvest Team

Everyone's Harvest is a 501(c)3 organization that currently operates five Certified Farmer's Markets in Monterey County, and has 20 years of experience with the operational functions of these markets. In addition, Everyone's Harvest provides several community food programs such as; Market Match, Fresh Rx, and Edible Education, which provides a \$15 match for CalFresh purchases and a weekly \$35 voucher for FreshRx. These programs increase equitable access for low-income community members to affordable, locally grown produce. These programs are not offered by any other farmer's market operators in Monterey County.

Everyone's Harvest's markets provide a venue where local multicultural, small and mid-scale farmers can sell culturally relevant produce directly to local consumers, where in Seaside 45.6% are Latin X, 7.1% are African American, and 9.1% are Asian, according to the US census. The demographics of the farmers and vendors who participate in Everyone's Harvests' markets reflect the diversity of Seaside. Also, local food vendors and artisans can sell their products directly to members of the community, and local musicians and other performers will have the opportunity to entertain their fellow community members and community groups can educate the public about local programs, events, and activities.

In Everyone's Harvest Proposal, they submitted draft site plans for the three locations that staff had identified as potential locations for the market: The parking lot at City Hall, the parking lot at Oldemeyer Center, and on the 600 block of lower Broadway. In addition to these site plans, Everyone's Harvest proposed two different days, and two possible timeframes on Saturdays.

Thursdays from 3pm - 7pm

Saturdays from 10am - 2pm or 12pm - 4pm

While Everyone's Harvest's preferred location is the parking lot at Oldemeyer Center because of the close proximity to numerous multi-unit housing complexes, access to public transportation, family friendly activities at the newly renovated Ellis Park, and access to the restroom facilities inside Oldemeyer Center. Staff have determined that the extensive use of Oldemeyer Center on Saturdays, and limiting the use of the parking lot for those who rent the facility would be a hindrance and could jeopardize future rentals for the duration of the contract. The Broadway location also has a few challenges associated with the operation there, and given the turnout from the previous attempt, staff have determined that it is not a suitable location at this time.

The staff's recommendation is to adopt a resolution authorizing the City Manager to enter into an agreement for professional services with Everyone's Harvest to operate a Certified Farmer's Market on Saturday from 10am - 2pm in the parking lot of City Hall on a year round basis for a term of two years.

As alternatives to approving this resolution, the City Council could:

1. Approve the resolution with alternatives, such as; changing the day, time, location, or frequency.
2. Request staff to negotiate the agreement, scope of work and budget and return to the Council for further consideration.

3. Direct staff to reissue the RFP.

The operation of a Certified Farmer's Market in the City of Seaside is in support of the City Council's Strategic Priorities of:

- Diverse and inclusive Community
- Community Safety and Quality of Life

FISCAL IMPACT

The authorized agreement amount is not to exceed Twenty Four Thousand Six Hundred dollars (\$24,600) a year for the two-year term, and a total contract amount of Forty Nine Thousand Two Hundred dollars (\$49,200). The funding source for the agreement is in the City's 2022-2023 Fiscal Year Community Events - Recreation Budget account 100-9220-7134. Forty Seven Thousand (\$47,000) was budgeted in the 2022-2023 Fiscal Year budget for the Farmer's Market.

ATTACHMENTS

1. Exhibit A - SOW_CP_PS
2. Exhibit B -PSA Farmer's Market
3. Exhibit C - RFP Farmers Market
4. Resolution Farmers Market

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager



31 Upper Ragsdale Dr. Ste 4 Monterey, CA 93940 ~ Phone: (831) 384-6961 ~ www.everyonesharvest.org

1. INTRODUCTORY LETTER

February 24, 2023

City of Seaside
C/O Dan Meewis
986 Hilby Ave
Seaside, CA 93955

Re: CERTIFIED FARMERS' MARKET PROPOSAL – CITY OF SEASIDE

Dear Mr. Meewis:

Thank you for the opportunity to submit, on behalf of Everyone's Harvest, this application to create, operate and manage a vibrant, healthy, year-round Certified Farmers' Market for the City of Seaside. On behalf of Everyone's Harvest, I submit for your consideration our proposal to serve the community by operating and managing a year-round Seaside Certified Farmers' Market. Everyone's Harvest proposes to operate the market from April 6, 2023 to April 5, 2024 for the amount of \$24,600, subject to a contract with a term of two years that includes on-going one-year extensions.

Everyone's Harvest is a 501(c)3 organization that operates five Certified Farmers' Markets as well as community food programs in Monterey County. Our mission is to provide access to healthy, affordable fruits and vegetables through certified farmers' markets and community food programs. Our vision is for every community to have a fair and sustainable food system.

Everyone's Harvest has 20 years' experience operating certified farmers' markets, beginning with the year-round market in Marina in 2003, expanding to the year-round Pacific Grove market in 2008 and adding three seasonal markets in Salinas at the Natividad Medical Center, Salinas Valley Memorial Hospital, and at the WIC Office in East Salinas that we have operated for over a decade. Certified farmers' markets (CFMs) are distinguished from other types of outdoor markets by the fact that they are required to have a specific designated area in the market where all the produce, flowers and plants are sold by the farmers who are growing the items, and all the farmers are certified "direct market" producers and thus able to sell at CFMs. Everyone's Harvest combines our certified farmers' markets with weekly community events that feature prepared foods and arts to create a larger, festive gathering place, drawing people to the market and giving local restaurants and artisans additional sales opportunities. Yet Everyone's Harvest farmers' markets are self-contained enough to embrace a family and community atmosphere while providing the above mentioned assets.

Everyone's Harvest is particularly interested in serving the Seaside community because, in addition to our certified farmers' markets, we provide several community food programs, Market Match, Fresh

Rx, and Edible Education, that provide a \$15 match for CalFresh purchases and a weekly \$35 voucher for FreshRx. These programs increase equitable access for low-income community members to affordable, locally grown produce. These programs are not offered by any other farmers' market operators in Monterey County.

Using data from the US Census on CalFresh (SNAP) federal nutrition benefits use in Seaside and combining these data with information about the percentage of eligible families enrolling in CalFresh from the [CalFresh Data Dashboard](#), we have calculated that approximately 3,000 families may be eligible for CalFresh yet only 896 families are enrolled, according to the 2021 American Community Survey. This indicates an opportunity for growth given that Seaside has a median income of \$73,866 as compared to nearby Monterey with a median income of \$91,165. With 12.3% of Seaside residents living below the poverty level, we have an opportunity to promote CalFresh with the \$15 match available thanks to support from the Market Match program, a matching program funded by a public-private partnership, and Kaiser Permanente.

Everyone's Harvest was the first farmers' market in Central California to accept CalFresh benefits at our farmers' markets, and our Market Match program doubles the value of customers' CalFresh benefits to purchase fresh fruits and vegetables up to \$15. That is, for every \$15 spent using CalFresh for fruits and vegetables at the farmers' market, CalFresh recipients receive an extra \$15 to buy produce at the market.

In 2022, 984 people using CalFresh bought fresh produce at Everyone's Harvest farmers' markets, with 3,817 purchases totaling \$92,267 with a \$10 match, now increased to \$15 for 2023. The annual median total dollar value spent on fresh produce per cardholder was around \$500. These purchases not only impact CalFresh recipients' health and wellbeing, but bring much-needed income to our local small-scale producers, including beginning and Latino farmers.

Fresh Rx is a produce prescription program operated as a partnership between healthcare providers and our farmers' markets. Physicians "prescribe" fresh fruits and vegetables to patients at risk for nutrition insecurity and diet-related illnesses and direct them to Everyone's Harvest farmers' markets where they receive \$35 worth of fresh produce weekly. The Seaside Family Health Center was our first healthcare partner when we established the Fresh Rx program in 2014 with a cohort of eight patients. Since then, we have served 1,000 patients, and we will be expanding the program by 30% this year, including patients referred to us from the Seaside Family Health Center.

Edible Education provides free, in-person cooking demonstrations at the farmers' markets featuring healthy recipes using market produce. The program has also grown in 2022 to include a Food Navigator who directs community members to resources for healthy, affordable food throughout the county.

Furthermore, Everyone's Harvest farmers' markets provide venues where local multicultural, small- and mid-scale farmers can sell culturally relevant produce directly to local consumers, 45.6% of whom are Latinx, 7.1% are Black, and 9.1% are Asian in Seaside, according to the US Census. The demographics of the farmers and vendors who participate in our markets reflect the diversity of Seaside. Also, local food vendors and artisans can sell their products directly to members of the community, local musicians and other performers have the opportunity to entertain their fellow community members, and community groups can educate the public about local programs, events and activities.

As the new management staff of Everyone's Harvest, we also want to acknowledge lessons learned from our former staff who managed a Seaside Farmers' Market in 2018-2019. Everyone's Harvest has strengthened its capacity to deliver a successful market for the City of Seaside. Though none of the current staff at Everyone's Harvest was involved in managing the previous Seaside market, we have learned valuable lessons. First of all, we now have the services of the marketing and public relations consultant, Marci Bracco, of The Buzz, LLC, to assist us in launching a much more aggressive advertising campaign to publicize the farmers' market than was possible in 2018-2019. Second, we have valuable community input about features of farmers' markets desired by Seaside residents, as surveyed by the Blue Zones Project. Third, we have an energetic and enthusiastic team of staff and board members who have deep ties to the local community and are well-connected to the local small-scale farmers, artisans, and small businesses who contribute to the vibrant ambiance of our farmers' markets. My staff are well-positioned to inform and support the planning and opening of a new market, and many of our participating vendors have already expressed interest in participating in a Seaside farmers' market.

In closing, Mr. Meewis, I want to express from all of us at Everyone's Harvest how excited we are to present this proposal to start and operate the Seaside Certified Farmers' Market with the option to extend the contract until 2025. We are requesting approval of this Everyone's Harvest – City of Seaside Year-round Certified Farmers' Market Proposal. The Seaside Farmers' Market will provide a bounty of healthy produce and community outreach activities to the City of Seaside and Monterey County.

I look forward to hearing from you regarding the status of our application. Please contact me with any additional questions or need for additional information. Thank you for your time and consideration of this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read 'Hester Parker', with a stylized, cursive script.

Hester Parker, PhD
Executive Director

TABLE OF CONTENTS

1. INTRODUCTORY LETTER	1
2. TABLE OF CONTENTS	
3. QUALIFICATIONS AND EXPERIENCE	5
EVERYONE’S HARVEST KEY PERSONNEL:	6
4. WORKPLAN	7
EH MARKET FEES	8
DETAILED SITE PLAN	8
PROJECT DESCRIPTION	8
STAFFING PLAN	10
FLAT RATE FOR THE SEASIDE CERTIFIED FARMERS’ MARKET SERVICE	12
ADDITIONAL COSTS FOR THE OLDEMEYER SEASIDE CERTIFIED FARMERS’ MARKET PER YEAR	12
ADDITIONAL COSTS FOR THE CITY HALL AND BROADWAY SEASIDE CERTIFIED FARMERS’ MARKET PER YEAR	13
ADDITIONAL SERVICES INCLUDED IN THE FLAT RATE	13
VENDOR FEES COLLECTED AT SEASIDE CERTIFIED FARMERS’ MARKET	14
PAYMENT SCHEDULE/ REIMBURSABLE EXPENSES FOR ALL PROJECTS	14
SERVICES REQUIRED OF SEASIDE	14
5. CONFLICT OF INTEREST STATEMENT	14
6. SUPPORTIVE INFORMATION/REFERENCES	15
7. APPENDIX A: CERTIFICATE OF CURRENT INSURANCE	15
CERTIFICATE OF CURRENT INSURANCE	17
8. APPENDIX B: BUDGET	18
9. APPENDIX C: LOAD IN AND LOAD OUT PLANS & SITE MAPS FOR THREE PROPOSED MARKET LOCATIONS	21
Broadway Farmers’ Market Load In and Load Out Plan for the Everyone’s Harvest (EH) Certified Farmers’ Market (CFM) and Site Map	21
City Hall Farmers’ Market Load-In and Load-Out Plan and Site Map	25
Oldemeyer Plan #1 Farmers’ Market Load-In and Load-Out Plan and Site Map	27
Oldemeyer Plan #2 Alternate Farmers’ Market Load-In and Load-Out Plan and Site Map	30

3. QUALIFICATIONS AND EXPERIENCE

Everyone's Harvest (EH) operates the following five Certified Farmers' Markets:

1. Marina Certified Farmers' Market since 2003
2. Pacific Grove Certified Farmers' Market since 2008
3. Natividad Medical Center Certified Farmers' Market in partnership with NMC since 2010
4. Alisal Certified Farmers' Market at the Monterey County Health Department's WIC office at 632 E. Alisal Street in East Salinas since 2011.
5. Salinas Valley Memorial Hospital Certified Farmers' Market since 2013

Certified Farmers' Markets are distinguished from farmers' markets by the fact that all of the vendors who sell produce in a Certified Farmers' Market are required to be certified California producers who grow what they sell. EH has been continuously certified by the California Department of Food and Agriculture to operate certified farmers' markets for 20 years, beginning with the Marina Farmers' Market. We also update the following on a yearly basis: 1. health permits for each farmers' market with the Monterey County Health Department's Environmental Health Bureau; 2. business licenses with the respective cities within which we operate; and 3. fire department permits where applicable. Upon opening each new farmers' market, EH obtained conditional use permits from the respective cities where we operate the market.

Our certified farmers' markets and community food programs focus on serving families impacted by nutrition insecurity and diet-related chronic health conditions in historically underserved Monterey County communities. We pioneered the use of electronic benefits transfer (CalFresh, the CA version of SNAP EBT) access at its farmers' markets long before other markets in Central California. The Natividad Certified Farmers' Market at Natividad Medical Center (NMC) and the Salinas Valley Memorial Certified Farmers' Market provide Fresh Rx programs in collaboration with the healthcare providers on site. The Marina Certified Farmers' Market and Alisal Certified Farmers' Market that operates outside of the MCHD Women, Infants, and Children's (WIC) program office in East Salinas provide the Fresh Rx produce prescription program to patients enrolled through Monterey County Clinic Services and Clinica de Salud del Valle de Salinas.

In 2014, EH was the first—and remains the only—farmers' market organization in the county to implement a produce prescription program, Fresh Rx, in partnership with the Seaside Family Health Center. Through Fresh Rx, families served by Monterey County Clinic Services are prescribed \$35 worth of fresh produce by their physicians and access its benefits by receiving fresh produce vouchers, nutrition education and information about affordable food resources/access points throughout the county from EH staff at the weekly farmers' markets. Fresh Rx participants can immediately purchase culturally valued produce directly from the limited-resource, multi-cultural farmers who sell at the markets. The Fresh Rx program at the Seaside Family Health Center was temporarily suspended in 2020, but EH has secured funding in 2023 to reinstate the program at the clinic in partnership with Monterey County Clinic Services.

EH's additional community food programs include Edible Education—cooking demonstrations, workshops and nutritional tastings—that teach nutrition and cooking skills using produce from the markets, and Market Match, which doubles the spending power, up to \$15, of families buying produce at farmers' markets using CalFresh (SNAP) benefits.

EVERYONE’S HARVEST KEY PERSONNEL:

Hester Parker, PhD, Project Director & Executive Director: Parker has six years of experience on the board of Everyone’s Harvest before assuming the Executive Director position in January 2022. She is proficient in Spanish and has assisted small-scale Latinx family farmers with an organic farmer cooperative in the greater Salinas area, founded and managed a farm-to-school program, and taught nutrition and garden-based education at the K-12 level in East Salinas. She has also taught undergraduate courses in social and ecological justice, environmental policy writing, and independent research capstones for the environmental studies major at CSUMB. Her leadership role at Everyone’s Harvest includes project management and cultivating partnerships.

Ulises Dueñez, Fresh Rx Coordinator/Market Program Manager: Dueñez is fluent in Spanish and English, is a member of the East Salinas community, and will be a key liaison for the farmers, customers, and vendors involved in the farmers’ market. He has one and a half years of experience in farmers’ market operations managing our Marina, Pacific Grove, and three Salinas farmers’ markets. He will provide bilingual farmers’ market management and in-person Market Match and Fresh Rx program services at markets.

Alexis Collazo, Market Program Manager/Market Match Coordinator: Collazo is fluent in Spanish and English and has sold organic produce from his family’s Salinas-based farm for many years at farmers’ markets throughout the Bay Area. Alexis has six months experience in farmers’ market operations, managing our Marina market and two of our Salinas farmers’ markets. He will assist Ulises Dueñez in managing the farmers’ market, communicating with the farmers, customers, patients in our community food programs, and community partners. He will provide bilingual farmers’ market customer service and in-person Market Match and Fresh Rx program services at farmers’ markets.

Lesly Morales, Fresh Rx Program Coordinator/Market Program Manager: Morales is fluent in Spanish and English and has a year of experience in farmers’ market operations, managing our Pacific Grove market and two of our Salinas farmers’ markets. She oversees Everyone’s Fresh Rx produce prescription program in collaboration with local healthcare providers. She will provide bilingual support to Fresh Rx participants who frequent the farmers’ market to redeem their produce prescriptions and purchase produce at the farmers’ markets.

Beatriz Espinoza, Edible Education Coordinator/Market Program Manager: Espinoza is fluent in Spanish and English and has nine months experience in farmers’ market operations, managing our Pacific Grove market and two of our Salinas farmers’ markets. She oversees Everyone’s Harvest’s Edible Education cooking workshops and nutritional tastings, and she will provide bilingual food navigation services, nutrition education, and in-person Edible Education program services at the farmers’ markets.

Michelle Clark, Office and Finance Manager: Clark has experience illustrating data outcomes, providing program support, handling grant reports, program budgeting, administration and logistics to ensure program success. She manages and maintains the integrity of the program databases and reports. She will be a grant administrator, and her duties will include bookkeeping, invoices, project databases, collecting and tracking all market related fees, and making sure all permits are up to date. She will also work with the Executive Director and staff to effectively analyze market data to make sure successful market outcomes are achieved.

CCAH Interns, Interns of Collaborative Health and Human Services (CHHS) from California State University, Monterey Bay (CSUMB): will assist with Edible Education nutrition education and Food Navigation at farmers' markets.

4. WORKPLAN

Everyone's Harvest's vision for the Seaside Certified Farmers' Market is to have a new shopping experience for the City of Seaside. Community members will have the opportunity to move away from the large impersonal supermarket experience to a lively outdoor social marketplace featuring fresh, local produce and supporting local small-scale multicultural farmers and locally-owned restaurants and artisans.

The market will:

- ❖ Create an outdoor marketplace for the local community
- ❖ Increase business for sustainable and organic small-scale farmers, local artisans, and local businesses
- ❖ Attract additional tourists to the City of Seaside
- ❖ Bring people from diverse backgrounds together
- ❖ Support farmer/consumer relationships
- ❖ Create a platform for Seaside restaurants and local groups to reach out to the public
- ❖ Establish free booth spaces for local nonprofits, community groups and school clubs, with a minimum of three (3) free spaces reserved weekly for the City and/or non-profit groups selected by the City
- ❖ Allow volunteers and students to participate in the production of the market
- ❖ Provide a venue for musicians and entertainers to perform

The primary development strategy is to create a market where all of the produce available is local, sustainably grown, primarily organic, and to provide a social event where people come together. The market as a social event will be provided through seating, free live music, entertainment, a children's activity table, a community information booth, and free booth spaces for local community groups. Locals can transform their grocery shopping experience from an individual task to a fun public weekly gathering. The market will be a place where the community can come together.

Products sold to customers by vendors will be:

- ❖ Fresh, local, and sustainably grown fruits and vegetables
 - ❖ Delicious prepared foods
 - ❖ Artisan foods and crafts
- (non-food items will be limited to a maximum of 25% of vendor sales dedicated to non-food products)

Services provided by the organization will be:

- ❖ Event Coordination
- ❖ Extensive advertising, featuring the City's name and/or logo in a prominent position on all marketing materials
- ❖ A system of redemption for EBT/WIC & Market Match
- ❖ Community outreach
- ❖ Children's activity table
- ❖ Community information booth
- ❖ Organization of interactive cooking workshops and demonstrations
- ❖ Comfortable seating
- ❖ Recycle, trash, and compost bins

- ❖ Staff and volunteers to assist in advertising the market, organizing special events at the market and help with vendor set up and break down

The key to success will be to connect small-scale farmers with Seaside's authentic restaurants and involve local residents in the creation and operation of the market. *Everyone's Harvest's* aim is to provide only fresh, sustainably grown produce from small-scale farmers, and a unique marketplace reflecting the multicultural Seaside community featuring local artisans.

EH MARKET FEES

ON-SEASON: March 1 — Nov 1.

SINGLE MARKET FEE

5x5-foot space = \$37.00
 10x10-foot space = \$52.00
 20x10-foot space = \$72.00
 30x10-foot space = \$92.00

MONTHLY FEE (4 MARKETS):

5x5-foot space = \$138.00
 10x10-foot space = \$198.00
 20x10-foot space = \$273.00
 30x10-foot space = \$348.00

MONTHLY FEE (5 MARKETS):

5x5-foot space = \$175.00
 10x10-foot space = \$245.00
 20x10-foot space = \$340.00
 30x10-foot space = \$435.00

OFF-SEASON: WINTER: Nov. 1 - March

SINGLE MARKET FEE

5x5-foot space=\$27.00
 10x10-ft space=\$42.00
 20x10-foot space=\$62.00
 30x10-foot space=\$82.00

MONTHLY FEE (4 MARKETS):

5x5-foot space = \$103.00
 10x10-ft space =\$158.00
 20x10-ft space = \$233.00
 30x10-ft space =\$313.00

MONTHLY FEE (5 MARKETS):

5x5-foot space = \$128.00
 10x10-ft space = \$200.00
 20x10-ftspace = \$295.00
 30x10-ftspace = \$390.00

DETAILED SITE PLAN

See Appendix C: Load in and Load out Plans & Site Maps for Three Proposed Market Locations

1. Broadway Ave
2. City Hall
3. Oldemeyer Center Plan #1
4. Oldemeyer Center Plan #2

For all the above proposed sites, the Seaside market set-up is from an hour before the market opens and breakdown is for an hour after the market closes. Note that these are only estimates and will be further clarified through the scopes of services for all projects. Actual hours and costs may vary from the identified estimates below, depending on each scope of service.

PROJECT DESCRIPTION

SEASIDE CERTIFIED FARMERS' MARKET SERVICES:

The Seaside Certified Farmers' Market will include certified California growers, prepared food, local artisans, and performers. The market will include a Market Information Booth staffed by Everyone's

Harvest. Under this scope of work, the City of Seaside will be invoiced for market costs up to a total not to exceed \$24,600 per year.

Below is the list of identified projects and services Everyone's Harvest anticipates providing to the City of Seaside under this scope of work from April 6, 2023 to April 5, 2024 and April 6, 2024 to April 5, 2025, if the contract is extended for a second year. The proposal includes a total of 42 markets in the first year from an anticipated start date during the week of May 28, 2023 to April, 2024 and, if the contract is extended for a second year, 50 markets from April 2024 to April 2025. The markets will be closed for two weeks between the Christmas and New Year's Day holidays in 2023-2024 and 2024-2025.

Based on feedback from the Seaside community survey and vendor surveys, we are proposing that the market occurs every Thursday from 3:00pm to 7:00 pm, Saturday from 10:00 AM to 2:00 PM, or Saturday from 12:00 PM to 4:00 PM. Sunday from 12:00 PM to 4:00 PM was the least popular choice based on the Seaside community and vendor survey results, and would be the most logistically challenging for Everyone's Harvest, given that our weekly Sunday market in Marina occurs from 10:00 AM to 2:00 PM.

Project Details and Timeline for Seaside Certified Farmers' Market:

1. Everyone's Harvest estimates employees will spend an average of 22 hours a week between four employees on the Seaside Certified Farmers' Market on and off site.
2. **Two months before the market grand opening:** Current scope of work defines these activities from April to May 28, 2023:
 - a. Determine with the City of Seaside the location, parking, day and time and grand opening date of the market.
 - b. Obtain the following permits which necessitates, **at minimum, a six week time period from the date that the market's physical location is determined. Permits cannot be issued before the market operator, location, day, and time of the market are determined:**
 - i. California Department of Food and Agriculture certified farmers' market certificate,
 - ii. Health permit from the Monterey County Health Department's Environmental Health Bureau,
 - iii. Business license from the City of Seaside,
 - iv. Fire department inspection and permits where applicable,
 - v. WIC Farmers Market and Senior Market Nutrition Programs Farmers Market authorization,
 - vi. CalFresh/Supplemental Nutrition Assistance Program (SNAP)/Electronic Benefits Transfer (EBT) authorization (takes a minimum of six weeks).
 - c. Recruit vendors; farmers and local businesses,
 - d. Sign up nonprofits, community groups and school clubs to support and participate in the market,

- e. Coordinate Community Food Program details,
- f. Amend existing insurance plan to increase coverage to include the Seaside farmers' market,
- g. Organize live music, entertainment and educational workshops for the market,
- h. Buy market equipment.

3. One month before the market grand opening:

- a. Launch advertising for the market's grand opening through the following methods:
Press releases, print and digital announcements in local newspapers and event sections, social media campaigns, posters, flyers, signs, postcard and email announcements, and public service announcements on radio and television.
- b. Provide presentations about the market opening and market information to local community groups.

4. Grand Opening in late May/early June 2023 and future:

- a. Facilitate the market grand opening:
- b. Seaside Market will operate every Thursday, Saturday or Sunday at times to be determined in consultation with the City of Seaside;
- c. Maintain the ongoing market event;
- d. January to April, 2024, meetings with City of Seaside and Everyone's Harvest administrative staff will take place to reflect on the first farmers' market and Community Food Program season and to make adjustments for the season to come.

STAFFING PLAN

On-site services, total of 18 hours weekly:

- Market Program Manager for 10 hours at \$22.00 per hour
- Market Program Manager for 8 hours at \$22.00 per hour

Off-site services, total of 4 hours weekly:

- Executive Director for 2 hours per week at \$37.00 per hour
- Office and Finance Manager for 2 hours per week \$31.00 per hour

Executive Director provides for Seaside Certified Farmers' Market:

- Planning and coordination of Seaside Market details with the City of Seaside.
- Acquiring all required permits (see above).
- Furnishing to the City of Seaside a copy of all permitting required to operate the Seaside Farmers' Market from other local, county or state health and/or safety agencies.
- Coordination, supervision, and support of Everyone's Harvest Seaside Market staff.

Market Program Managers provide for Seaside Certified Farmers' Market:

- **Off-site:** Recruit farmers and vendors to participate in the Seaside Certified Farmers' Market
- **Off-site:** Conduct outreach and advertising for the Seaside Market including coordinating advertisements and the distribution of Seaside Market posters and postcards throughout the City of Seaside, Health Department, and local area.
- **On-site:** Coordinate all Seaside Market set-up and take-down activities, including placement of traffic barriers, direction of vendor traffic entering and exiting the market, assignment of vendors to booth spaces, and placement of trash, recycling, and compost bins (provided by Everyone's Harvest). Bin contents will be monitored throughout the market to ensure that biodegradable, compostable, and recyclable products and food waste are being disposed of properly and the bins are never allowed to overflow.
- Maintain on site at all times copies of all permits required to operate the farmers' market from the City of Seaside and all other local, county or state health and/or safety agencies.
- Enforce all Everyone's Harvest Rules and Regulations and governmental rules and regulations (including but not limited to California State Agricultural Commissioner, Monterey County Health Department rules and regulations, and Chapter 8.60 of the City of Seaside's municipal code, "Environmentally Preferable Food Packaging," requiring that all disposable food service ware used by vendors shall be biodegradable, compostable, or recyclable, and proper disposal of all organic food waste from vendors and producers with unsold produce in compliance with SB1383).
- Organization of current participants' documents (collecting and filing): Participants' Applications, Rule-Sign-Off, Hold harmless agreements, and current permits.
- Distribution and collection of participants' Certified Producer Load Lists.
- Collection of all fees and receipts from market vendors.
- Determination of participants' role and if any, restrictions on produce sold at Seaside Market to ensure variety and market success.
- Organization of participants' spaces at the market.
- Communication with Seaside Market vendors and participants.
- Removal of recycling, compost, and trash in Everyone's Harvest bins and disposal of their contents in the proper receptacles at Everyone's Harvest's office.
- Removal of debris and food from market premises after every market using Everyone's Harvest's cleaning supplies to prevent any waste entering the stormwater drainage system in keeping with Central Coast Regional Water Quality Control Board regulations.
- **Off-site:** One Market Program Manager to prepares reports for market regarding vendor fees collected, vendor and customer attendance, and EBT, Market Match, and Fresh Rx produce prescription use at the Seaside Farmers' Market
- **Off-site:** One Market Manager prepares paperwork for the upcoming market, including vendor fee collection system, EBT, Market Match and Fresh Rx reimbursement checks, forms for tracking EBT, Market Match, and Fresh Rx use, and certified producer load lists.

Office and Finance Manager provides for the City of Seaside:

- Management of data regarding vendor fees, vendor and customer attendance, and EBT, Market Match, and Fresh Rx produce prescription use at the Seaside Farmers' Market,
- Coordination of redemption, reconciliation, and reimbursement to vendors for purchases of produce and eligible food items completed by customers using CalFresh/EBT, Market Match, and Fresh Rx,
- Purchasing of all Seaside Market supplies,
- Management of market-related costs, including permitting fees, staffing, equipment, advertising, etc.
- Submission of invoices to the City of Seaside.

Fresh Rx Program Coordinator provides for Seaside Certified Farmers' Market:

Coordinate Fresh Rx Program to help Seaside families access healthy, affordable fruits and vegetables (services offered free of charge to Seaside Farmers' Market, as the position is funded by a grant to Everyone's Harvest for the Fresh Rx program).

Edible Education Program Coordinator provides for Seaside Certified Farmers' Market:

Coordinate Market Match, Edible Education, and Food Navigation Programs to help Seaside families access healthy, affordable fruits and vegetables (services offered free of charge to Seaside Farmers' Market, as the position is funded by a grant to Everyone's Harvest for the Edible Education Program).

FLAT RATE FOR THE SEASIDE CERTIFIED FARMERS' MARKET SERVICE

Under this scope of work, the flat rate Everyone's Harvest will invoice the City of Seaside to operate the Seaside Certified Farmers' Market from April 6, 2023 to April 5, 2024, including eight weeks of preparation for a total of 50 weeks of market operation, is \$492 per week for 50 weeks, not to exceed \$24,600 per year. Any expenses incurred over \$24,600 will be paid for by Everyone's Harvest. Vendor fees collected by Everyone's Harvest at the Seaside Market will be reported to the City of Seaside when Everyone's Harvest invoices the City.

The flat rate includes the following fee structure:

On-site services, total of 18 hours weekly;

- Market Program Manager for 10 hours at \$22.00 per hour
- Market Program Manager for 8 hours at \$22.00 per hour

Off-site services, total of 4 hours weekly;

- Executive Director for 2 hours per week at \$37.00 per hour
- Office and Finance Manager for 2 hours per week \$31.00 per hour

ADDITIONAL COSTS FOR THE OLDEMEYER SEASIDE CERTIFIED FARMERS' MARKET PER YEAR

Additional costs for this scope of work not included in the flat rate to run the Seaside Certified Farmers' Market per year include:

Permits and fees (city, county, and state) cost not to exceed \$2,500

Market supplies cost not to exceed \$2,000.00

Printing cost not to exceed \$600.00

Advertising and Promotions cost not to exceed \$2200

Produce vouchers not to exceed \$2,500.00 (Distribute 500, \$5.00 vouchers to Seaside community members)

Total additional costs (not including flat rate cost) \$12,800

Total \$41,300

Indirect costs (20%) not to exceed \$8,260

Total with Indirect Cost \$49,560

ADDITIONAL COSTS FOR THE CITY HALL AND BROADWAY SEASIDE CERTIFIED FARMERS' MARKET PER YEAR

Additional costs for this scope of work not included in the flat rate to run the Seaside Certified

Farmers' Market per year include:

Permits and fees (city, county, and state) cost not to exceed \$2,500

Market supplies cost not to exceed \$2,000

Printing cost not to exceed \$500

Sanitation (for Broadway and City Hall locations) \$5,400 or \$12,850 (with temporary portable installed per market)

Advertising and Promotions cost not to exceed \$2000

Produce vouchers not to exceed \$2,500 (Distribute 500, \$5.00 vouchers to Seaside community members)

Total additional costs (not including flat rate cost) \$17,900

Total \$46,400 or \$53,850 (with temporary portable installed per market)

Indirect costs (20%) not to exceed \$9,280 or \$10,770 (with temporary portable installed per market)

Total with Indirect Cost: \$55,680 or \$64,620 (with temporary portable installed per market)

ADDITIONAL SERVICES INCLUDED IN THE FLAT RATE

1. EBT (Electrical Benefit Transfer): Everyone's Harvest's redemption system will allow low-income families on Temporary Aid to Needy Families (TANF) to use their EBT card at the Seaside Farmers' Market. No power needed for this activity.
2. MARKET MATCH (incentive program): Everyone's Harvest will participate in the Market Match program. This will allow every EBT customer who conducts a \$15 transaction at the Seaside Farmers' Market to receive a match up to \$15 worth of produce through Market Match fund incentives per day. The program runs when funding is available from The Ecology Center and Kaiser Foundation Hospital Fund For Community Benefit Programs of The East Bay Community Foundation or other funders.
3. WIC (Woman, Infants, and Children) and Senior FMNP vouchers: Everyone's Harvest will provide WIC and Senior FMNP voucher program involvement. This will allow low-income families on Temporary Aid to Needy Families (TANF) the ability to use their WIC farmers' market (FMNP) vouchers at the Seaside Farmers' Market.
4. Everyone's Harvest Rules and Regulations, Rule Sign-Off Form, and Vendor Application to ensure all Market vendors and participants are safe and follow governmental rules and regulations (including but not limited to California State Agricultural Commissioner and Monterey County Health Department rules and regulations).
5. Everyone's Harvest Information Booth, including information about healthy eating, cooking at home, and access to EBT and Market Match benefits at every Seaside Farmers' Market.
6. Use of Everyone's Harvest equipment and supplies at every Seaside Farmers' Market, including signage consisting of three sandwich board signs at each entrance and in the middle of the market, announcing our market, programs, and health code requirements concerning animals; sandwich board signs delineating the certified producer section at each end of the certified producer section, and a banner over our information table covered with a tablecloth containing our name and logo.
7. Coordination, communication, goal setting, and evaluation with Everyone's Harvest Seaside Farmers' Market staff.
8. Collaboration with Seaside staff to determine Seaside Farmers' Market vendors and participants.
9. Management of other participating non-profit organizations including students from the Service Learning Institute and Collaborative Health and Human Services of California State University Monterey Bay.
10. Monthly market reports and deposits from vendor fees collected.
11. Monthly payment of bills pertaining to the Seaside Farmers' Market.

Everyone's Harvest will support with vendor fees the additional cost of operating the market beyond the maximum amount of \$24,600 allocated by the City to operate the farmers' market for the 2023-2024 season. See the attached budget in Appendix B.

VENDOR FEES COLLECTED AT SEASIDE CERTIFIED FARMERS' MARKET

It is estimated the Seaside Certified Farmers' Market will collect vendor fees of \$25,000 from June to 2023 to April 2024. These vendor fees will be reported to the City of Seaside when Everyone's Harvest invoices Seaside by the 10th of the following month for the period being invoiced. The total estimated cost to run the Oldemeyer Seaside Farmers' Market from April 6, 2023 to April 5 2024 is \$49,560, with an estimated \$25,000 in vendor fees and total expenses submitted to the City of Seaside for reimbursement will not exceed \$24,600.

The total estimated cost to run the City Hall and Broadway Seaside Farmers' Market from April 6, 2023 to April 5, 2024 is \$55,680, with an estimated \$25,000 in vendor fees and total expenses submitted to the City of Seaside for reimbursement will not exceed \$24,600.

PAYMENT SCHEDULE/ REIMBURSABLE EXPENSES FOR ALL PROJECTS

Invoices shall be sent to the City of Seaside by Everyone's Harvest by the 10th of the following month for the period being invoiced. The City of Seaside will have 30 days to reimburse Everyone's Harvest from the date that the invoice was sent.

Reimbursable expenses will be billed in accordance. Expenditures will be made in the direct interest of the Seaside Farmers' Market project including, but not limited to, expenses of incentives and project supplies.

SERVICES REQUIRED OF SEASIDE

- Traffic barriers and assistance with street closures where required
- Access to public restroom where available on site

5. CONFLICT OF INTEREST STATEMENT

I confirm that neither I nor any of my relatives nor any business with which I am associated nor any of the Everyone's Harvest staff members nor any Board Members nor any of their relatives nor any business with which they are associated have any personal or business interest in or potential for personal gain from any of the organizations or projects linked to the City of Seaside, with the exception of the two Board Members listed below.

I confirm that two members of the Board of Directors of Everyone's Harvest, Genevieve LeBlanc and Azalea Power, are currently employees of the Blue Zones Project, which may be considered as constituting a real, potential or apparent conflict of interest.

I also confirm that the disclosed information is correct and that no other situation of real, potential or apparent conflict of interest is known to me. I undertake to inform the City of Seaside of any conflict or potential conflict of which I become aware immediately following any announcement by the City of Seaside which may concern Everyone's Harvest staff, board members and/or me. I also undertake to

inform the City of Seaside of any change in these circumstances, including – if an issue arises – during the course of Everyone’s Harvest’s association with the City of Seaside as a service provider.

6. SUPPORTIVE INFORMATION/REFERENCES

References

1. Amanda Meyer
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2. Andrea Rosenberg
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3. Hillary Fish
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(831) 783-2693
4. Niaomi Hrepich, RD
WIC and CalFresh Healthy
Living Program Director
Monterey County Health
Department
32 East Alisal St.
Salinas, CA 903905
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(831) 796-2872
5. Bill Peake, Mayor
City of Pacific Grove
300 Forest Ave.
Pacific Grove, CA 93950
bpeake@cityofpacificgrove.org
(831) 648-3100

7. APPENDIX A: CERTIFICATE OF CURRENT INSURANCE

Everyone’s Harvest currently carries and maintains insurance with **Nonprofit Insurance Alliance of California** which includes the following limits of coverage for six operating certified farmer’s markets. Going forward and upon request, the Seaside Certified Farmers Market will be added onto our existing commercial general liability policy. This addition should take no longer than seven days to become active.

General Aggregate Limit (other than product-completed operations) - **\$2,000,000**
Products - Completed Operations Aggregate Limit - **\$2,000,000**
Personal and Advertising Injury Limit - **\$1,000,000**
Each Occurrence Limit - **\$1,000,000**
Damage to Premises Rented - **\$500,000**
Medical Expense Limit - **\$20,000**

Everyone's Harvest currently carries and maintains a Commercial Umbrella policy with **Nonprofit Insurance Alliance of California** with the list of coverage and limits.

Occurrence - \$5,000,000

Aggregate Limit - \$5,000,000

Everyone's Harvest currently carries and maintains Directors and Officers Liability policy with **Nonprofit Insurance Alliance of California** with the list of coverage and limits.

Each Wrongful Act - \$1,000,000

Annual Aggregate - \$1,000,000

Everyone's Harvest currently carries and maintains business auto coverage insurance with **Nonprofit Insurance Alliance of California** with the list of coverage and limits.

Liability CSL - **\$1,000,000**

Hired Auto - **Included**

Nonowned Auto - **Included**

Auto Medical Payments - **\$5,000**

Uninsured Motorist - **\$1,000,000**

Collision Coverage for Physical Damage - **Cash Value or Cost of Repair minus \$1,000 Deductable**

Comprehensive Coverage for Physical Damage - **Cash Value or Cost to Repair minus \$1,000 Deductable**

Everyone's Harvest currently carries and maintains Workers Compensation coverage through **State Compensation Insurance Fund** which includes statutory coverage of **\$1,000,000** for each staff member. Any additional staff needed to successfully operate the Seaside Certified Farmers Market will immediately be added onto our existing Workers Compensation policy once hired. This addition should take no longer than seven days to become active.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Insurance Services Inc #0757776 401 Fremont Street, Suite 100 Monterey CA 93940	CONTACT NAME: Jessica Mendoza PHONE (A/C, No, Ext): 831-642-4012 E-MAIL ADDRESS: Jessica.Mendoza@hubinternational.com FAX (A/C, No): 831-920-0106
INSURED Everyone's Harvest 31 Upper Ragsdale Dr. Ste 4 Monterey CA 93940	INSURER(S) AFFORDING COVERAGE INSURER A : State Compensation Insurance Fund of California INSURER B : Nonprofits' Insurance Alliance of California, Inc INSURER C : INSURER D : INSURER E : INSURER F :
	NAIC # 35076 1184

COVERAGES**CERTIFICATE NUMBER:** 1554189530**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			2023-24982	4/25/2022	4/25/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			2022-24982	4/25/2022	4/25/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$			2022-24982-UMB	4/25/2022	4/25/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	N/A	1909799-23	2/1/2023	2/1/2024	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Proof of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SEASIDE BROADWAY AND CITY HALL Certified Farmers' Market Annual Budget				
50 Markets				
INCOME	Market Income	Pending Vendor Fees	Seaside Support Confirmed	Total
Market income - vendor fees collected from food vendors and farmers.	\$ -	\$ 25,000		\$25,000
Seaside Support			\$ 24,600	\$24,600
Total Income	\$ -	\$ 25,000	\$ 24,600	\$ 49,600
EXPENSES	Market Expenses			Total
Personnel				
Executive Director	\$ 4,500			\$ 4,500
Market Program Manager	\$ 12,000			\$ 12,000
Market Program Manager	\$ 9,000			\$ 9,000
Food Navigator				
Office Manager	\$ 3,000			\$ 3,000
Total Personal	\$ 28,500	\$ -		\$ 28,500
Outside Contract Services				
Entertainment	\$ 2,500			\$ 2,500
Operating Costs				
Permits and fees (city, county, and state)	\$ 2,500			\$ 2,500
Market supplies	\$ 2,500			\$ 2,500
				\$ -
Mileage Reimbursement				\$ -
Printing	\$ 500			\$ 500
Sanitation (trash service)	\$ 5,400			\$ 5,400
Promotions				
Advertising Budget in Seaside Contract	\$ 2,000			\$ 2,000
Produce Vouchers	\$ 2,500			\$ 2,500
Total Direct Expenses	\$ 46,400	\$ -		\$ 46,400
Everyone's Harvest in-direct cost at 20% including travel, postage, telecommunications, and insurance.	\$ 9,280	\$ -		\$ 9,280
Total Expenses	\$ 55,680	\$ -		\$ 55,680
Net Income	\$ (55,680)	\$ 25,000		\$ (6,080)

*Total budget incorporated into 2023 budget, not including in-direct charge to be allocated quarterly.

**SEASIDE BROADWAY AND CITY HALL (with temporary portable
installed per market) Certified Farmers' Market Annual Budget**

50 Markets

INCOME	Market Income	Pending Vendor Fees	Seaside Support Confirmed	Total
Market income - vendor fees collected from food vendors and farmers.	\$ -	\$ 25,000		\$25,000
Seaside Support			\$ 24,600	\$24,600
Total Income	\$ -	\$ 25,000	\$ 24,600	\$ 49,600
EXPENSES	Market Expenses			Total
Personnel				
Executive Director	\$ 4,500			\$ 4,500
Market Program Manager	\$ 12,000			\$ 12,000
Market Program Manager	\$ 9,000			\$ 9,000
Food Navigator				
Office Manager	\$ 3,000			\$ 3,000
Total Personal	\$ 28,500	\$ -		\$ 28,500
Outside Contract Services				\$ -
Entertainment	\$ 2,500			\$ 2,500
Operating Costs				\$ -
Permits and fees (city, county, and state)	\$ 2,500			\$ 2,500
Market supplies	\$ 2,500			\$ 2,500
				\$ -
Mileage Reimbursement				\$ -
Printing	\$ 500			\$ 500
Sanitation (trash service)	\$ 12,850			\$ 12,850
Promotions				\$ -
Advertising Budget in Seaside Contract	\$ 2,000			\$ 2,000
Produce Vouchers	\$ 2,500			\$ 2,500
Total Direct Expenses	\$ 53,850	\$ -		\$ 53,850
Everyone's Harvest in-direct cost at 20% including travel, postage, telecommunications, and insurance.	\$ 10,770	\$ -		\$ 10,770
Total Expenses	\$ 64,620	\$ -		\$ 64,620
Net Income	\$ (64,620)	\$ 25,000		\$ (15,020)

*Total budget incorporated into 2023 budget, not including in-direct charge to be allocated quarterly.

SEASIDE OLDEMEYER Certified Farmers' Market Annual Budget				
50 Markets				
INCOME	Market Income	Pending Vendor Fees	Seaside Support Confirmed	Total
Market income - vendor fees collected from food vendors and farmers.	\$ -	\$ 25,000		\$25,000
Seaside Support			\$ 24,600	\$24,600
Total Income	\$ -	\$ 25,000	\$ 24,600	\$ 49,600
EXPENSES	Market Expenses			Total
Personnel				
Executive Director	\$ 4,000			\$ 4,000
Market Program Manager	\$ 12,000			\$ 12,000
Market Program Manager	\$ 9,500			\$ 9,500
Food Navigator	\$ -			\$ -
Office Manager	\$ 3,000			\$ 3,000
Total Personal	\$ 28,500	\$ -		\$ 28,500
Outside Contract Services				\$ -
Entertainment	\$ 2,500			\$ 2,500
Operating Costs				
Permits and fees (city, county, and state)	\$ 2,500			\$ 2,500
Market supplies	\$ 2,500			\$ 2,500
				\$ -
Mileage Reimbursement				\$ -
Printing	\$ 600			\$ 600
Sanitation (trash service)	\$ -			\$ -
Promotions				
Advertising Budget in Seaside Contract	\$ 2,200			\$ 2,200
Produce Vouchers	\$ 2,500			\$ 2,500
Total Direct Expenses	\$ 41,300	\$ -		\$ 41,300
Everyone's Harvest in-direct cost at 20% including travel, postage, telecommunications, and insurance.	\$ 8,260	\$ -		\$ 8,260
Total Expenses	\$ 49,560	\$ -		\$ 49,560
Net Income	\$ (49,560)	\$ 25,000		\$ 40

*Total budget incorporated into 2023 budget, not including in-direct charge to be allocated quarterly.

9. APPENDIX C: LOAD IN AND LOAD OUT PLANS & SITE MAPS FOR THREE PROPOSED MARKET LOCATIONS

1. Broadway
2. City Hall
3. Oldemeyer Center Plan #1
4. Oldemeyer Center Plan #2

Broadway Farmers' Market Load In and Load Out Plan for the Everyone's Harvest (EH) Certified Farmers' Market (CFM)

Traffic Control Plan

The City of Seaside will supply "No Parking" and "Detour" signs as well as traffic barriers prior to the beginning of the market (three saw horses fitted with two barricades between them or similar barricades at each intersection). Two hours before the start of the market, "No Parking" signs will be placed along Broadway prohibiting parking in all spaces between Hillsdale and Alhambra streets. Signs can be set-up as earlier in the day as the city recommends, but no later than an hour before the start of the market. One hour before the start of the market, traffic barriers will be placed simultaneously (this requires two staff members if City staff are not available to assist) across Broadway at the intersections of Alhambra and Hillsdale streets, allowing traffic to flow on Alhambra and Hillsdale streets. "Detour ahead" signs will be placed at the intersections of Broadway with Calaveras and Contra Costa streets, and "Detour" signs will be placed on the traffic barriers across Broadway, directing traffic to turn right and left on Hillsdale and Alhambra streets.

All cars must be removed from market areas once the streets are closed. Staff will visit nearby businesses and try to find the owners of any remaining cars. If no owners can be found, then staff will contact City of Seaside non-emergency police dispatch at: (831) 394-6811 for help contacting owners and towing cars as a last resort if needed.

Vendors may begin to enter the market area from the side street closest to their booth space and from both the west and east ends of Broadway an hour before the market opens. Vendors will be directed by market staff to their assigned booth spaces, providing a map to vendors and using chalk to delineate the boundaries of each vendor's designated space. Everyone's Harvest applies the following protocol to the market set up (from [Everyone's Harvest Rules and Regulations](#)):

Weather permitting, the EH Market Manager will close off the market site at least one hour before market opening.

Participants shall arrive at least 30 minutes before the start of the EH CFM(s) or their space may be occupied by another vendor. Participants with Temporary Food Facilities Facility permits must arrive at least 60 minutes before the opening of the market or they will not be allowed to sell at the EH CFM on that day. Participants that fail to be in attendance 30 minutes before the start of the EH CFM are considered late.

No Participant may leave the EH CFM(s) before the EH CFM(s) closes without permission. Leaving early may cause the Participant to be excluded from future EH CFMs.

A Participant is not allowed to enter the EH CFM(s) after EH CFM(s) starting time without EH Market Manager approval and supervision.

Auto and truck flow must not endanger pedestrians. Participants entering the EH CFM(s) area must drive very carefully and always under 3mph. If a Participant needs to move any cones or barricades to get their vehicle in or out of the EH CFM area, they must be immediately replaced after entering or exiting. **If any Participant does not follow the above procedure, they will be fined and/or subject to being excluded from selling at EH CFM(s).**

Participant parking is the sole discretion of the EH Market Manager.

Market Set-up

After placing barricades, two “Farmers’ Market Ahead” signs will be placed on Del Monte Avenue and Fremont Avenue. A third and fourth sign will be placed along Broadway between Contra Costa and Hillsdale and between Calaveras and Alhambra streets.

Certified Producer Area Signs

Certified Producer signs will be set up with arrows that face each other to designate the certified producer section of the farmers’ market. As part of Certified Farmers Market regulations, we must designate the specific area in which the certified producers are located. Certified producer farms are inspected by the County to determine that the fruits, vegetables, and other agricultural products they sell are in fact grown on their farms.

If using the chalkboard signs, we will set one up next to the vendor that starts the certified producer area and one on the other side next to the vendor at the end of the certified producer area.

Information Booth General Set Up

A table under a tent will be set up facing the customers at the market (see map). A green banner with the label “Market Manager/ information/ EBT” will be attached to the front of the tent. Printed materials, including The Edible Magazine, food resource pamphlets, rack cards, EBT/Market Match info cards, and recipes will be placed on the table and/or on a magazine rack. The table will also include voucher cards and EBT machines. A speaker will also be available to play music during times when musicians are not scheduled to play.

Recycling, trash, and compost bins will be placed close to the info table to enable staff to monitor the trash levels and replace trash bags if needed.

Market Info Sandwich Boards: Three white No Dogs/We accept EBT signs will be placed at both market entrances at the Hillsdale and Alhambra street ends of the market and another in the middle of the block. Two green EBT/Market Match sandwich board signs will be placed at either side of the white sign in the middle of the market and/or at either side of the info table.

Closing Down the Market

Participant Traffic Control: All participants will be given at least one hour after the market to break down their booths and exit from the market entrance closest to their booth space. The market staff will direct vendors where to exit and monitor the traffic barricades to ensure that they are maintained in place after each vendor leaves.

Sign and Equipment Removal: Staff will first collect the sandwich board signs from Del Monte and Fremont Avenue and along Broadway between Contra Costa and Hillsdale and between Calaveras and Alhambra streets. Staff will load all remaining EH signs, tent, table, and chairs.

Traffic Barricade Removal: Staff will wait until the last vendor has left before taking down the barricades across the two market entrances, removing the barricades at either end of Broadway simultaneously.

Port-a-potty and Trash Removal: If necessary, staff will lock up the port-a-potty after asking if any vendors still in the area need to use it. All trash, recycling, and food waste will be removed by EH staff from the premises and disposed of at the EH offices. Staff will make a sweep of the area to ensure that there is no remaining trash left from participants in the market.

Additional Information regarding the Broadway Farmers' Market:

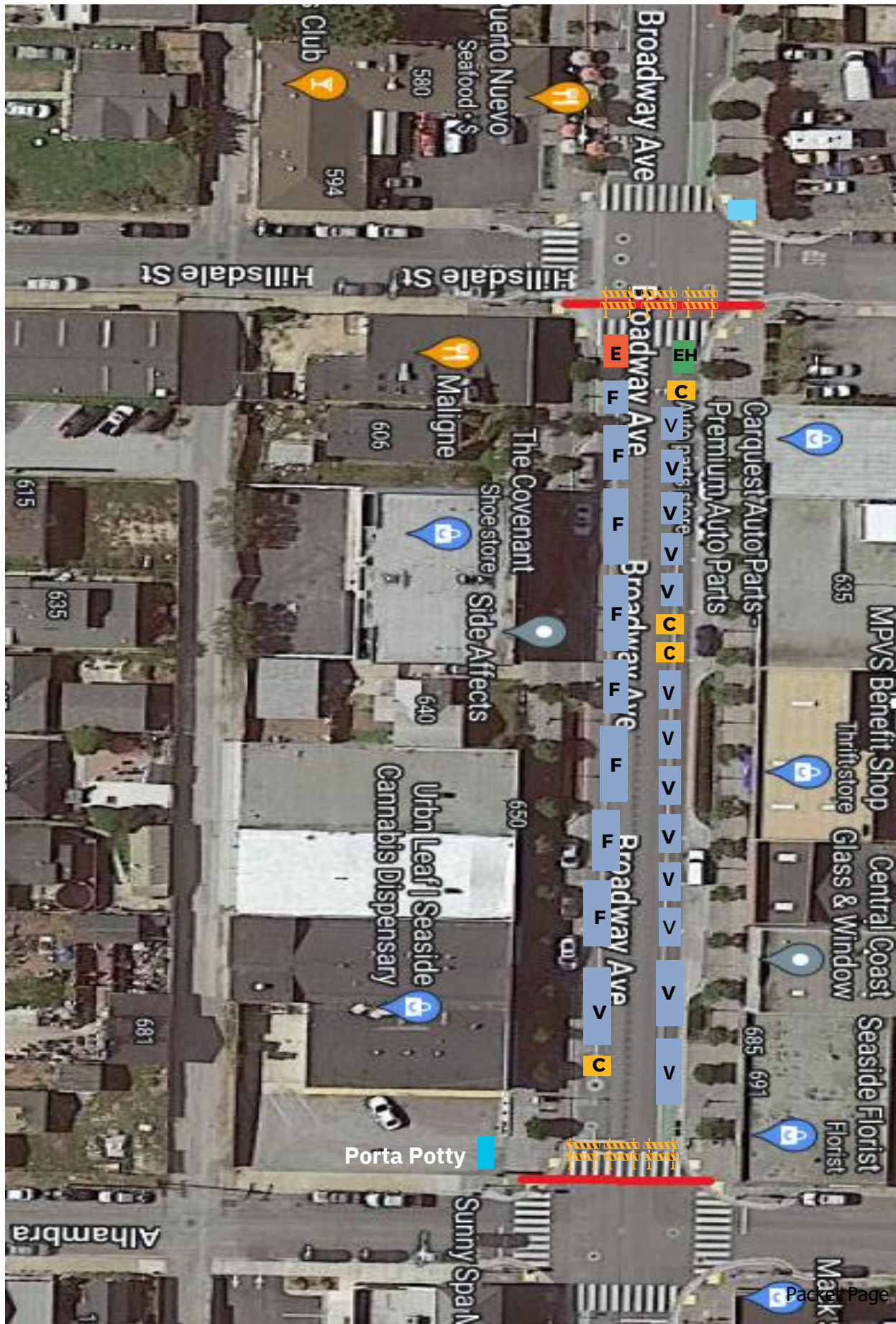
Nearest Bus Routes to the Broadway Farmers' Market: MST Routes 20, A, & B (five minute walk from nearest bus stops)

Vendor Capacity:

With booth spaces ranging between 5x5, 10x10, 20x 10 and 30x10, the market has a capacity to accommodate approximately 15 to 30 vendors, excluding the Everyone's Harvest Booth and the 3-5 additional booths reserved for community groups.

Attachment A-1 Site Map - 3) Broadway Ave

- | | |
|------------------------------------|--|
| EH Everyone's Harvest Booth | F Farmers |
| E Entertainment | V Vendors |
| C Community Groups |  Barricades |



City Hall Farmers' Market Load-In and Load-Out Plan

One hour before the start of the market, traffic barriers will be placed simultaneously (this requires two staff members if City staff are not available to assist) across the Harcourt Street entrance of the parking lot closest to City Hall and across the parking lot half way between the bank of solar panels that is closest to City Hall and the nearest set of traffic islands.

All cars must be removed from market areas once both entrances of the market are closed off. Staff will visit nearby businesses and try to find the owners of any remaining cars. If no owners can be found, then staff will contact City of Seaside non-emergency police dispatch at: (831) 394-6811 for help contacting owners and towing cars as a last resort if needed.

Vendors may begin to enter the market from both entrances to the parking lot from Harcourt Street one hour before the market opens. Vendors will be directed by market staff to their assigned booth spaces, providing a map to vendors and using chalk to delineate the boundaries of each vendor's designated space. Everyone's Harvest applies the same protocols to the market set up (from [Everyone's Harvest Rules and Regulations](#)) as listed under the Broadway Farmers' Market set-up described above, except for the following modifications:

Market Set-up

After placing barricades, four "Farmers Market Ahead" signs will be placed at Del Monte and Fremont Boulevards, and at either end of Harcourt Avenue.

Market Info Sandwich Boards: Three white No Dogs/We accept EBT signs will be placed at both market entrances and another in the middle of the parking lot. Two green EBT/Market Match sandwich board signs will be placed at either side of the white sign in the middle of the market and/or at either side of the info table.

Closing Down the Market

Sign and Equipment Removal: Staff will first collect the sandwich board signs from Del Monte and Fremont Boulevards, and at either end of Harcourt Avenue. Staff will load all remaining EH signs, tent, table, and chairs.

Traffic Barricade Removal: Staff will wait until the last vendor has left before taking down the barricades across the market entrances, removing the barricades at either end of the parking lot simultaneously.

Additional Information regarding the City Hall Farmers' Market:

Nearest Bus Routes to the City Hall Farmers' Market: MST Route A, & MST Route B (eight minute walk to nearest bus stops)

Vendor Capacity:

With booth spaces ranging between 5x5, 10x10, 20x 10 and 30x10, the market has a capacity to accommodate approximately 15 to 30 vendors, excluding the Everyone's Harvest Booth and the 3-4 additional booths reserved for community groups.

Attachment A-2 Site Map - 2) City Hall Parking Lot

- F** Farmers
- EH** Everyone's Harvest Booth
- B** Barricade
- E** Entertainment
- V** Vendors
- C** Community Groups



Oldemeyer Plan #1 Farmers' Market Load-In and Load-Out Plan

Since exiting the Oldemeyer Center parking lot onto Hilby Avenue is currently prohibited, we are requesting that the City of Seaside supply a temporary or semi permanent traffic control sign (**Exit, Right Turn Only**) **during market operating hours** at the corner entrance of the Oldemeyer parking lot located on Hilby Avenue. This will allow patrons and staff to exit the market safely and provide handicapped, customer and staff parking (refer to Oldemeyer 1& 2 sitemaps).

One hour before the start of the market, traffic barriers will be placed simultaneously (this requires two staff members if City staff are not available to assist) across the parking lot between the facade of the Oldemeyer Center and the opposite side of the parking lot (approximately 100 feet from the Hilby entrance) and across the parking lot at the entrance/exit turning onto Wheeler Street.

All cars must be removed from market areas once both entrances of the market are closed off. Staff will check in the Oldemeyer Center and visit any nearby businesses to try to find the owners of any remaining cars. If no owners can be found, then staff will contact City of Seaside non-emergency police dispatch at: (831) 394-6811 for help contacting owners and towing cars as a last resort if needed.

Vendors may begin to enter the market from both entrances to the Oldemeyer parking lot off of Hilby and Wheeler one hour before the market opens. Vendors will be directed by market staff to their assigned booth spaces, providing a map to vendors and using chalk to delineate the boundaries of each vendor's designated space. Everyone's Harvest applies same protocols to the market set up (from [Everyone's Harvest Rules and Regulations](#)) as listed under the Broadway Farmers' Market set-up described above, except for the following modifications:

Market Set-up

After traffic barricades have been placed, three "Farmers Market Ahead" signs will be placed at the intersections of Hilby and Fremont, Hilby and Wheeler, and Hilby and Noche Buena.

Market Info Sandwich Boards: Three white No Dogs/We accept EBT signs will be placed at both market entrances and another in the middle of the parking lot. Two green EBT/Market Match sandwich board signs will be placed at either side of the white sign in the middle of the market and/or at either side of the info table.

Closing Down the Market

Participant Traffic Control: All participants will be given at least one hour after the market to break down their booths and exit from the market entrance closest to their booth space. The market staff will direct vendors where to exit and monitor the traffic barricades to ensure that they are maintained in place after each vendor leaves. Participants will be allowed to exit from both entrances, but with a right turn only onto Hilby.

Sign and Equipment Removal: Staff will first collect the sandwich board signs from the intersections of Hilby and Fremont, Hilby and Wheeler, and Hilby and Noche Buena. Staff will load all remaining EH signs, tent, table, and chairs.

Traffic Barricade Removal: Staff will wait until the last vendor has left before taking down the barricades across the two market entrances, removing the barricades at either end of the parking lot simultaneously.

Bathroom Inspection and Trash Removal: If necessary, staff will inspect Oldemeyer bathrooms after asking if any vendors still in the area need to use them. All trash, recycling, and food waste will be removed by EH staff from the premises and disposed of at the EH offices or designated location. Staff will make a sweep of the area to ensure that there is no remaining trash left from participants in the market.

Additional Information regarding the Oldemeyer Farmers' Market:

Nearest Bus Routes to the Oldemeyer Farmers' Market' Market : MST Routes A & B (buses stop in front of the Oldemeyer Center)

Vendor Capacity:

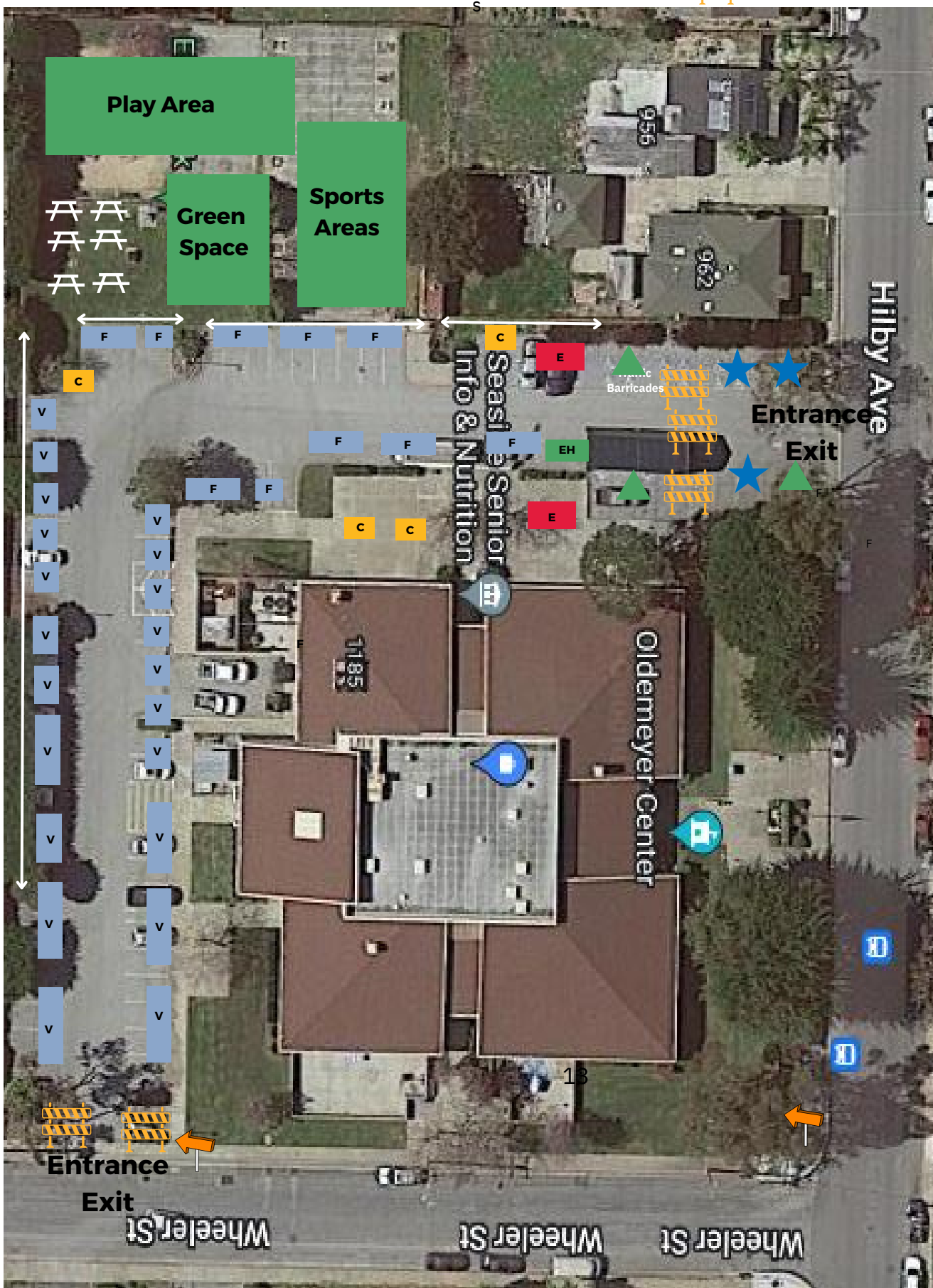
With booth spaces ranging between 5x5, 10x10, 20x 10 and 30x10, the market has a capacity to accommodate approximately 15 to 30 vendors, excluding the Everyone's Harvest Booth and the 3-5 additional booths reserved for community groups.

Attachment A Site Map - 1) Oldemeyer Parking Lot

▲ Staff, Vendor, & Customer Parking
★ Handicapped Parking

V Vendors
C Community Groups
F Farmer

EH Everyone's Harvest Booth
E Entertainment
Traffic Barriers



Oldemeyer Plan #2 Alternate Farmers' Market Load-In and Load-Out Plan

One hour before the start of the market, traffic barriers will be placed simultaneously (this requires two staff members if City staff are not available to assist) across the entrance of the Oldemeyer Center parking lot at Hilby and across the parking lot approximately 100 ft from the entrance/exit on Wheeler Street. This traffic control configuration will accommodate temporary handicapped parking spots adjacent to the Wheeler Street exit (refer to Oldemeyer 1& 2 sitemaps).

The Oldemeyer Plan #1 is the preferred load-in and load-out plan, as there is designated handicapped parking already available and marked at the Hilby Avenue entrance. If the existing traffic control signage cannot be temporarily changed at the Hilby entrance, as recommended in the Oldemeyer 1 plan, to allow for patrons and vendors to exit at this location, handicapped parking spots would no longer be available if the parking lot is closed at the Hilby entrance. Handicapped parking is currently only located in the parking area adjacent to Hilby Avenue.

In this Oldemeyer 2 plan, for the duration of the market each week, the City of Seaside will supply temporary handicapped parking signage and dividers for designated handicapped parking spaces adjacent to the Wheeler Street entrance, allowing patrons and staff to exit the market safely and providing both handicapped, customer and staff parking.

All cars must be removed from market areas once both entrances of the market are closed off. Staff will check in the Oldemeyer Center and visit any nearby businesses to try to find the owners of any remaining cars. If no owners can be found, then staff will contact City of Seaside non-emergency police dispatch at: (831) 394-6811 for help contacting owners and towing cars as a last resort if needed.

Vendors may begin to enter the market from both entrances to the Oldemeyer parking lot entrances off of both Hilby and Wheeler one hour before the market opens. Vendors will be directed by market staff to their assigned booth spaces, providing a map to vendors and using chalk to delineate the boundaries of each vendor's designated space. Everyone's Harvest applies same protocols to the market set up (from [Everyone's Harvest Rules and Regulations](#)) as listed under the Oldemeyer Plan #1 Farmers' Market set-up described above, except for the following modifications:

Closing Down the Market

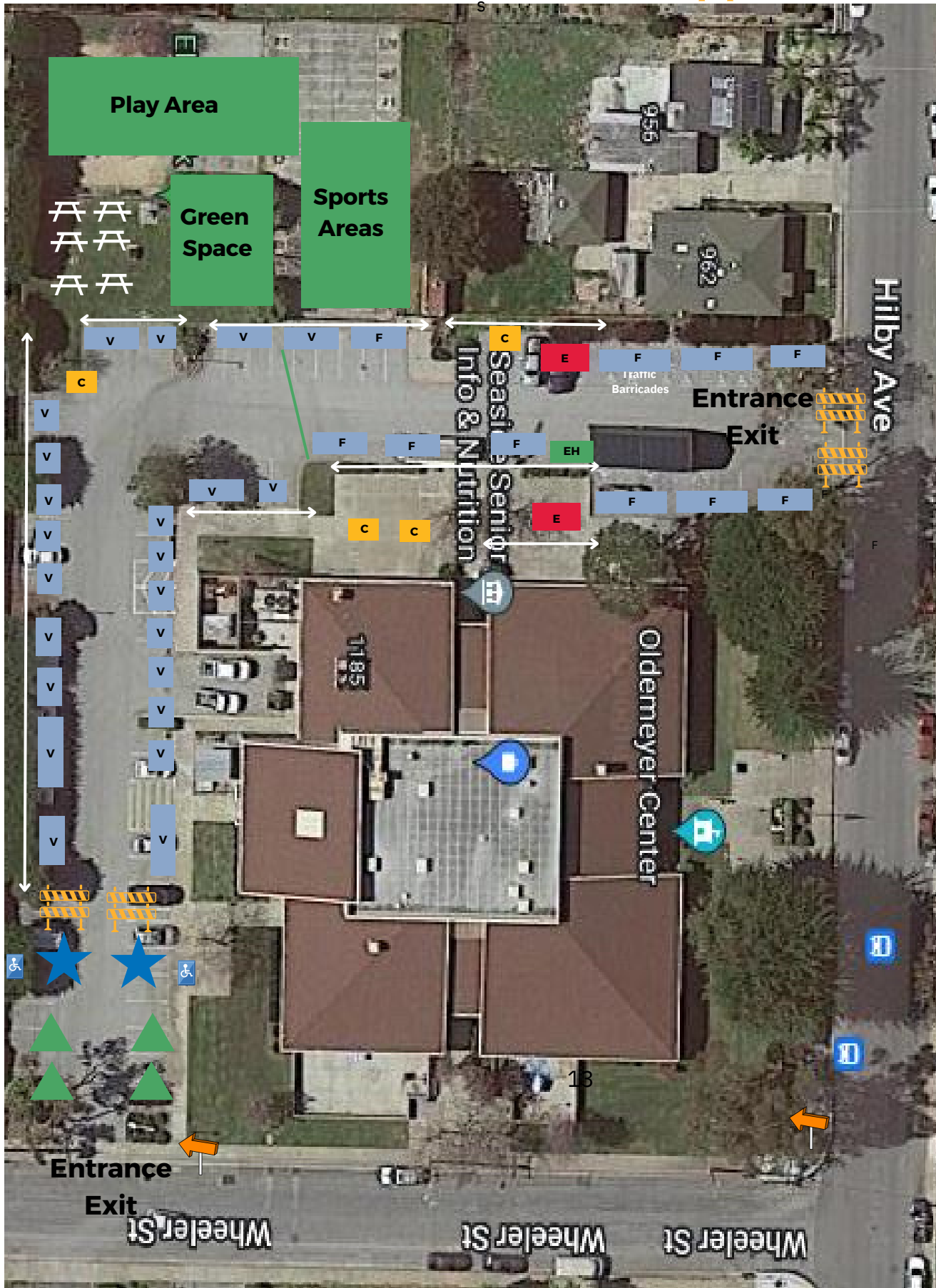
Participant Traffic Control: All participants will be given at least one hour after the market to break down their booths and exit from the market entrance closest to their booth space. The market staff will direct vendors where to exit and monitor the traffic barricades to ensure that they are maintained in place after each vendor leaves. Participants will only be allowed to exit from the Wheeler Street entrance.

Attachment A Site Map - 2) Oldemeyer Parking Lot

-  Staff, Vendor, & Customer Parking
-  Handicapped Parking

-  Vendors
-  Community Groups
-  Farmer

-  Everyone's Harvest Booth
-  Entertainment
-  Traffic Barriers



Booth space will range between 5x5, 10x10, 20x 10 and 30x10 15-30 Farmers and Vendors



**CITY OF SEASIDE
PROFESSIONAL SERVICE AGREEMENT FOR NON-
CONSTRUCTION PROJECT
(Certified Farmer's Market Operator)**

This PROFESSIONAL SERVICE AGREEMENT (PSA) FOR NON-CONSTRUCTION PROJECT ("AGREEMENT"), is made and effective as of April, 6 2023, between the City of Seaside ("AGENCY"), a municipal corporation and Everyone's Harvest, a California corporation ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This AGREEMENT shall commence on April 6, 2023, and shall remain and continue in effect until tasks described herein are completed, but in no event later than April 6, 2025, unless sooner terminated pursuant to the provisions of this AGREEMENT.

II. SERVICES

CONSULTANT shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing.

III. PERFORMANCE

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

IV. AGENCY MANAGEMENT

Agency's Recreation Director or their designee shall represent AGENCY in all matters pertaining to the administration of this AGREEMENT, review and approval of all products submitted by CONSULTANT, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to CONSULTANT. Agency's Manager shall be authorized to act on AGENCY's

behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change CONSULTANT's compensation, subject to Section 5 hereof.

V. 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 B, attached hereto and incorporated herein by this reference as though set forth in full, based upon percentage of tasks completed. This amount shall not exceed TWENTY FOUR THOUSAND AND SIX HUNDRED dollars (\$24,600.00) per year for a total amount of FORTY NINE THOUSAND AN TWO HUNDRED dollars (\$49,000) for the term of the Agreement unless additional payment is approved as provided in this Agreement.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency Manager and CONSULTANT at the time AGENCY's written authorization is given to CONSULTANT for the performance of said services.
- C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the AGENCY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefore.

VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

- B. In the event this AGREEMENT is terminated pursuant to this Section, the AGENCY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to the AGENCY. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the AGENCY pursuant to Section 5.

VII. DEFAULT OF CONSULTANT

- A. The CONSULTANT's failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this AGREEMENT, AGENCY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to the CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of work hereunder arises out causes beyond the CONSULTANT's control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.
- B. If the Agency Manager or his/her designee determines that the CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, he/she shall cause to be served upon the CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the CONSULTANT fails to cure its default within such period of time or fails to present the AGENCY with a written plan for the cure of the default, the AGENCY shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this AGREEMENT.

VIII. OWNERSHIP OF DOCUMENTS

- A. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by AGENCY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of AGENCY or its designees at reasonable times to such books and records; shall give AGENCY the right to examine and audit said books and records; shall

permit AGENCY to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

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

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless AGENCY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or sub-consultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify and hold harmless AGENCY shall not extend to the AGENCY's sole or active negligence.

B. Duty to defend

In the event the AGENCY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by AGENCY, CONSULTANT shall defend the AGENCY at CONSULTANT's cost or at AGENCY's option, to reimburse AGENCY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONSULTANT's negligent acts, errors or omissions. Payment by AGENCY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and AGENCY, as to whether liability arises from

the sole or active negligence of the AGENCY or its officers, employees, or agents, CONSULTANT will be obligated to pay for AGENCY's defense until such time as a final judgment has been entered adjudicating the AGENCY as solely or actively negligent. CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

X. INSURANCE

CONSULTANT shall maintain prior to the beginning of and for the duration of this AGREEMENT insurance coverage as specified in Exhibit C attached to and part of this AGREEMENT.

XI. INDEPENDENT CONSULTANT

- A. CONSULTANT is and shall at all times remain as to the AGENCY a wholly independent consultant and/or independent contractor. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither AGENCY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the AGENCY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against AGENCY, or bind AGENCY in any manner.
- B. No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in the AGREEMENT, AGENCY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for AGENCY. AGENCY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

XII. LEGAL RESPONSIBILITIES

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

XIII. UNDUE INFLUENCE

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

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without AGENCY's prior written authorization. CONSULTANT, its officers, employees, agents, or sub-consultants, shall not without written authorization from the Agency Manager or unless requested by the Agency Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this AGREEMENT or relating to any project or property located within the AGENCY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives AGENCY notice of such court order or subpoena.
- B. CONSULTANT shall promptly notify AGENCY should CONSULTANT, its officers, employees, agents, or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the AGENCY, unless the AGENCY is a party to any lawsuit, arbitration, or administrative proceeding

connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the AGENCY of such Discovery. AGENCY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless AGENCY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with AGENCY and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, AGENCY's right to review any such response does not imply or mean the right by AGENCY to control, direct, or rewrite said response.

Note: The following paragraph is only to be used when the AGENCY will be taking in a fee or deposit from an applicant and use that fund to retain the CONSULTANT to prepare an EIR, Specific Plan, or some other specific document or where the AGENCY is funding a similar development-type study.

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

XVI. NOTICES

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

To AGENCY: Recreation Director
City of Seaside
986 Hilby Ave, Seaside, CA 93955

To CONSULTANT: Hester Parker
Everyone's Harvest
31 Upper Ragsdale Dr. Suite 4
Monterey CA, 93940

XVII. ASSIGNMENT

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the AGENCY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only CONSULTANT shall perform the services described in this AGREEMENT. Hester Parker may use assistants, under his/her direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide AGENCY fourteen (14) days' notice prior to the departure of Hester Parker from CONSULTANT's employ. Should he/she leave CONSULTANT's employ, the AGENCY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the CONSULTANT. Before retaining or contracting with any CONSULTANT for any services under this AGREEMENT, CONSULTANT shall provide AGENCY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such sub-consultant which shall include and indemnity provision similar to the one provided herein and identifying AGENCY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from AGENCY for such insurance.

XVIII. LICENSES

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

XIX. GOVERNING LAW

The AGENCY and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the

parties to this AGREEMENT and also govern the interpretation of this Agreement. Any litigation concerning this AGREEMENT shall take place in the municipal, superior, or federal district court with jurisdiction over the AGENCY.

XX. ENTIRE AGREEMENT

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

XXI. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

CONSULTANT is bound by the contents of AGENCY's Request for Qualifications, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the CONSULTANT, Exhibit "A" hereto. In the event of conflict, the requirements of AGENCY's Request for Proposals and this AGREEMENT shall take precedence over those contained in the CONSULTANT's proposals. The incorporation of the CONSULTANT's proposal shall be for the scope of services to be provided only, and any other terms and conditions included in such proposal shall have no force and effect on this AGREEMENT or the relationship between CONSULTANT and/or AGENCY, unless expressly agreed to in writing.

XXII. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT

By: _____
Hester Parker
Everyone's Harvest

Jaime M. Fontes
City Manager
City of Seaside

Attachments: Exhibit A Scope of work/Consultants proposal/Payment Schedule
 Exhibit B Insurance Requirements
 Exhibit C Request for Qualifications

DRAFT

EXHIBIT C

INSURANCE REQUIREMENTS

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

Note: Verify minimum limit for each coverage with Risk Manager.

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

Automobile liability insurance. CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the services to be performed under this Agreement, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

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

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

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

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

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

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

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



RECREATION DEPARTMENT

986 Hilby Avenue
Seaside, CA 93955
www.ci.seaside.ca.us

Telephone 831-899-6800
Fax 831-899-6274

Request for Proposals Certified Farmers Market Operator

Bid Due Date: February 24, 2023, by 4:00 p.m. PST
(Proposals must be received by date and time specified to be considered)

Introduction:

The City of Seaside is accepting proposals from qualified service providers to operate and manage a certified Farmers' Market on City property in accordance with the included specification, terms, and conditions shown in the Request for Proposals (RFP). Prospective respondents are advised to read this information over carefully prior to submitting a proposal.

Written Submission:

One signed original, three (3) copies, and one USB Flash Drive copy of the proposals must be submitted to the Front Office of the Oldemeyer Center by 4:00 p.m. Friday, December 9, 2022. Proposal shall be submitted in a sealed envelope clearly marked Certified Farmers Market Operator and addressed too:

City of Seaside
C/O Dan Meewis
986 Hilby Ave
Seaside, California 93955

Electronic Submission:

As an alternative to written proposals, proposals may be submitted electronically in pdf format, and emailed to Recreation Director Dan Meewis, at dmeewis@ci.seaside.ca.us prior to the deadline stated above. Submittals in pdf format must be fully ADA compliant. Large files may be sent using a cloud base system such as Dropbox. Service providers shall be responsible for ensuring that proposals submitted electronically are received by the Recreation Director prior to the deadline. Proposals that are not received prior to the deadline shall not be considered by the City, even if late submission is due to technical or other error, including, without limitation, the City's inability to open or access the electronic file. If the proposing Service Provider does not receive a confirmation from the Recreation Director that the proposal has been received, Service Provider should assume

that the transmission failed and wither resubmit ir arrange for another method of delivery. Service providers are also encouraged to contact the Recreation Director to confirm receipt of their proposal prior to the deadline. Proposals shall not be accepted by fax.

Questions:

Questions regarding this RFP are t be directed by email to: Dan Meewis, Recreation Director, at dmeewis@ci.seaside.ca.us. Such contact shall be for clarification purposes only. The City must receive all questions no later than Friday February 3, 2022. Material changes, if any, to the scopes of services or proposal procedures shall only be transmitted by written addendum and posted to the City website. Addendums and answers to submitted questions will be available via the City of Seaside website under “Notice” for the RFP announcement.

Late Proposals:

Proposals arriving after the specified date and time shall not be considered, nor will late proposals be opened. Each Service Provider assumes responsibility for timely submission of its proposals.

Withdraw or Modifications of Proposals:

Any proposal may be withdrawn or modified by a written request signed by the Service Provider, and received by the Recreation Director prior to the final time and date for the receipt of proposals. Once the deadline is past, Service Providers are obligated to fulfill the terms of their proposal.

Proposal Acceptance and Rejection:

The City reserves the right to accept any proposal, reject any and all proposal, and to call for new proposals or dispense with the proposal process in accordance with the Seaside Municipal Code.

Proposal Evaluation and Award:

Evaluation shall be made based on the criteria notes in Attachment B: Evaluation and Selection Criteria. A contract may be awarded to the responsible Service Provider who best meets the City’s needs by demonstrating the competence, and qualifications necessary for the satisfactory performance of the required services, shall not necessarily be based on the lowest priced proposal, but shall be based on a determination of which services offered serve the best interest of the City, except as otherwise provided by law,

taking into consideration adherence to the included specifications. A contract may be awarded to the next responsible Service Provider if the successful Service Provider refuses or fails to execute the contract. All service Providers that were not selected by the City shall be notified in writing. Nothing herein shall obligate the City to award a contract to any responding Service Provider. Any contract awarded will be non-exclusive, and the City reserves the right to seek services from other sources, in the City's sole discretion.

Proposed Submittal Schedule:

RFP Publish Date:	DATE: January 23, 2023
Questions Due*:	DATE: February 3, 2023 by 4:00 p.m.
Response to Questions Published:	DATE: February 9, 2023
RFP's Due:	DATE: February 24, 2023 by 4:00 p.m.
Review of RFP's:	DATES: February 27– March 10, 2023
Interviews Conducted: (If necessary)	DATES: TBD
Approval of Contract:	DATE: April 6, 2023
Start Date:	DATE: May 13, 2023

*Submit all questions prior to the deadline identified above to Dan Meewis, Recreation Director at dmeewis@ci.seaside.ca.us

Disclosure of Submitted Materials:

After selection an execution of the contract(s), (or prior thereto if required by law) all information and materials provided in each submittal received is subject to disclosure through a public records request pursuant to the California Public Records Act, or otherwise as may be required by Law. The City, in its sole discretion, may release any submitted materials, regardless of whether such materials are marked by respondents as confidential or otherwise protected.

Waiver of Irregularities:

The City retains the right, in its sole discretion, to waive any irregularities in proposals that do not comply with the strict requirements of this RFP, and the City reserves the right to award a contract to a Service Provider submitting any such non-compliant proposal, all in the City's sole discretion.

Validity of Pricing:

Service Providers are required to provide a fee structure including the hourly rate of the principals to be assigned to the matter, and proposed cost (line item descriptions and pricing), and expense reimbursements levels, and total costs. No cost increases shall be passed onto the City after the proposal has been submitted. No attempt shall be made to tie any item or items contained in this RFP with any other business with the City; each proposal must stand on its own.

No Guarantee of Usage:

Any quantities listed in the RFP are estimated or project and are provided for tabulation and information purpose only. No guarantee of quantities is given or implied by the City. Service Providers must furnish the City's needs as they arise.

Demonstrations:

When required, the City may request full demonstration prior to award. When such demonstrations are requested, the Service provider shall respond promptly and arrange a demonstration at a convenient location. Failure to a demonstration as specified by the City's needs as they arise.

Use of Other Governmental Contracts:

The City reserves the right to reject any part or all of any proposals received and utilize other available governmental contracts.

Qualification/Inspection:

Proposals will only be considered from Service Providers normally engaged in providing the services specified herein. By responding to this RFP, the Service Provider consents to the City's right to inspect the Service Provider's facilities, personnel, and organization at any time, or take any other action necessary to determine Service Provider's ability to perform. The City reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform. The City reserves the right to interview any or all responding Service Providers and/or to award a contract without conducting interviews.

Acceptance and Conditions:

The services rendered in response to the RFP must comply fully with the terms of the RFP. The City will make payment only after the services rendered are reviewed, and accepted as complete by the City.

Other Governmental Entities:

If the Service Provider is awarded a contract as a result of this RFP, the Service Provider shall, if the Service Provider has sufficient capacity, provide to other governmental agencies, so requesting, the services awarded in accordance with the terms and conditions of the RFP.

Payment Terms:

Payment shall be made as set forth in the contract attached hereto as Attachment C. In submitting proposals under these specifications, Service Providers should take into account all discounts, both trade and time, allowed in accordance with the payment terms.

Performance:

It is the intention of the City to acquire services as specified herein from a service Provider that will give prompt and convenient service.

Term of Contract:

The term of the contract will be for a specific period of time, commencing upon execution. The City anticipates the contract to be for a term of two years with on-going one year extensions, at the option of the City. The City reserves the right to set the term for a period deemed to be in the best interest of the City, and terminate the contract as set forth therein.

Amendments:

If, in the course of the performance of the contract, Service Provider or the City proposes changes to the services provided, and informal consultation with the other party indicates that a change in the terms and conditions of the contract may be warranted, service Provider or the City may request a change in the contract. The parties to the contract will meet to discuss and negotiate the required documents. Upon completion of those negotiations, the negotiated documents will be submitted to the City for approval. Upon approval by the City, and amendment to the Contract will be approved by all parties for the change to be implemented. An amendment shall not render ineffective or invalidate any unaffected portions of the contract. Nothing in this section obligates the City to agree to any change order or other amendment, and the City may withhold such agreement in its sole discretion.

Service and support:

All service Providers shall explain how all on-going service and support shall be handled by the Service Provider and the City of Seaside.

Records:

The Service Provider shall maintain complete and accurate records with the respect to labor costs, material expenses, and other such information required by City that relates to the performance of the services under the contract. The Service Provider shall maintain adequate records of services provided in sufficient detail to permit an evaluation of the services. All such records shall be maintained in accordance with generally accepted accounting principals and shall be clearly identified and readily accessible and in a form acceptable to the City, which the City may specify and change from time to time. The Service Provider shall provide free access to the representatives of the City or its designees, at a reasonable times, to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to the contract. Such records, together with supporting documents, shall be maintained for City's inspection for a period of at least seven (7) years after receipt of final payment.

Guidelines for Proposal

The following guidelines are provided for standardizing the preparation and submission of proposals. The intent is to assist respondents in the preparation of their submissions and to assist the City by simplifying the review process providing standards for comparison of submissions.

Statements submitted in response to this RFP shall include a complete response to the requirements in this section in the order presented. Statements should be a straightforward delineation of the respondent's capability to satisfy the intent and requirements of this RFP and should not contain redundancies and conflicting statements.

Written proposals shall be printed double sided, submitted on 8-1/2" x 11 recycled paper, with easy to read font size and style. Pages shall be numbered, tabbed, and bound

(spiral/comb/three ring binder). Tabbed dividers should separate and identify the response items described below.

Digital submissions shall include bookmarks for each section with an easy to read font size and style.

Proposals shall contain the following information in the order listed:

1. Introductory Letter

The introductory letter should be addressed to:

Dan Meewis
Recreation Director
City of Seaside
986 Hilby Ave, Seaside CA, 93955

The letter shall include the Service Provider's name submitting the proposal, their mailing address, telephone number, and contact name. The letter shall address the Service Provider's understanding of the project based on this RFP and any other information the Service Provider has gathered. Include a statement discussing the Service Provider's interest and qualifications for this type of work. A principal of the firm authorized to legally bind the firm shall sign the letter.

2. Table of Contents

The Service Provider shall insert a comprehensive table of contents denoting sections three through nine of the proposal as indicated below.

3. Qualifications and Experience

Describe the Service Provider's capability for actually undertaking and performing the work, including any professional licenses and certificates held by the Service Provider. List types and locations of similar work performed by the Service Provider in the last five (5) years that best characterizes the quality and past performance. Include names and current phone numbers for contact on work quality and performance. References may be contacted as part of the selection process.

4. Work Plan

The work plan must state the Service provider's ability to meet each specification as outlined in this document. The work plan should address the items of work described in this RFP. The plan should be simple, easy to read and follow, and address the objectives and specifications as listed in the Scope of Work in this RFP.

5. Conflict of Interest Statement

Any activities or relationships of the Service Provider that might create a conflict of interest for the Service Provider or the City, and, if such activities or relationships exist, a description of the facts, legal implications, and possible effects sufficient to permit the City to appreciate the significance of this conflict and to grant any conflict waiver, if appropriate and necessary.

6. Supportive Information/References

This section may include graphs, charts, photos, resumes, references, and any other relevant information in support of the Service Provider's qualifications.

7. Professional Services Contract

Attached to the RFP (Attachment C) is a copy of the City's standard Professional Services Contract (Contract). The City's standard contract may be modified, in the City's sole discretion, to address the specific provisions of this RFP and Service Providers should note that any specifications or other requirements specific to this RFP shall be included in the contract and contract's exhibits following an award of the contract. Please review the contract carefully and note in your proposal any exceptions or alterations to the contract. Alterations or changes to the contract that are not in the Service Provider's response shall not be allowed after the selection of the Service Provider. This includes alterations, exceptions, or changes to the insurance and indemnity provisions. By requiring these request upfront, the City can compare all respondents on an equal basis. However, the City reserves the right, in its sole discretion, to accept or reject any and all proposed changes to the City's standard contract. For reference, the insurance amounts that appear in the attached contract are summarized below.

Type	Single Limit / Occurrence	Aggregate	Endorsements**
------	---------------------------	-----------	----------------

General Liability	\$1,000,000	\$2,000,000	Additional Insured Wavier of Subrogation
Automobile Liability	Non-Commercial Acceptable		
Work Comp Employer's Liability	Statutory \$1,000,000 each		Waiver of Subrogation

*****Must be actual endorsements. Typed statements on Certificates of Liability are unacceptable. This is a summary only. Please refer to the insurance section and/or exhibit of this Agreement for specific requirements.**

(See next page for Scope of Work)

SCOPE OF WORK

Background:

The City of Seaside is the largest City on the Monterey Peninsula. With a population exceeding 32,000 residents, Seaside maintains its small town charm and hospitality through the production of quality special events, and close knit community. The City last had a Farmer's Market in 2019. It was held on the newly renovated Broadway Ave, on Saturday mornings. During the budget meetings for Fiscal Year 19/20 the funding for the continuation of the Farmer's Market was cut.

During the Fiscal Year 22/23 budget meetings, it was determined that the City would like to bring back a Farmer's Market. Having a Farmer's Market in the City of Seaside is a key component for the City to achieve Blue Zones Project Certification and providing affordable, accessible and fresh fruits & vegetables for the community while also having a variety of multi-cultural vendors that reflect the City's diversity. The City is seeking qualified persons/organizations to operate and manage a certified Farmer's Market at one

of the following locations: On Broadway Ave in the West Broadway Urban Village, On the Lawn at City Hall/City Hall Parking Lot, or in the Parking Lot of the Oldemeyer Center. The City envisions a market partner that encourages strong community engagement and involvement, a focus on community building and health outcomes, reflects the diversity of our City, provides a fun and festive atmosphere, and offers strong support for local agriculture.

Objectives:

The primary objectives of the certified farmers' market are to:

1. Create a festive community event and social gathering place
2. Offer community members an opportunity to purchase locally grown produce and artisan goods
3. Provide farmers an opportunity to sell their products locally
4. Provide local businesses, nonprofits, artisans, and musicians an opportunity to participate
5. Highlight the unique and diverse character of Seaside
6. Provide locally sourced and culturally relevant products that will appeal to a broad range of residents and visitors

Specifications and Requirements:

- The successful submitter must be certified by an accredited Farmers' Market authority and be prepared to begin operating in the City no later May 2023.
- An abundant blend of multi-cultural market vendors is desired, also, the City strives to limit the sale of non-food products to 25% or less of the total products offered. The successful submitter will ensure a balance amongst vendors.
- The successful submitter shall submit and coordinate with the city on the following:
 - A detailed site plan for each potential location that includes:
 - A market load-in and load-out plan (See Attachment A)
 - A staffing plan that designates a Farmers Market Manager responsible for the operation of the market in accordance with the

contractual agreement developed between the Market Operator and the City.

- Trash and recycling plan during the event and the clean-up responsibilities post event, and following the parameters of Chapter 8.60 of the City's municipal code "Environmentally Preferable Food Packaging"
 - A cleaning plan to address spills during the event and cleaning using a hose/nozzle after each event to ensure the site is maintained. Hose and nozzle will be provided by operator. City will provide water access.
 - Proposed signage for the site. The operator will be responsible for providing their own signage in accordance with Seaside Municipal Code (SMC).
- A proposed schedule for Market operations, including any anticipated dates the market will not operate, such as holidays or seasonal shutdowns.
 - The maximum capacity of Farmers' Market vendors each week.
 - A Specific detail of support and services that will be required by the City of Seaside.
 - A list of subcontractors and/or partners, if any, and their specific roles for the market
 - A rate sheet listing fees charges by the Market Operator to vendors to participate in the Market.
 - A discount to farmers, non-profit organizations, and food product vendors operating within the Seaside city limits is strongly encouraged.
 - Proposals that include one or more of the following will be given priority:
 - Cal Fresh/Supplemental Nutrition Assistance Program (SNAP)/Electronic Benefits Transfer (EBT) which provides monthly benefits to purchase food.
 - Use of Women, Infants, and Children (WIC) Farmers Market and Senior Market Nutrition Programs Farmers Market check redemption to purchase fresh fruit & vegetables.
 - Use of coupons from a produce prescription program which provides access to free fresh fruits and vegetables for enrolled customers

- Receiving additional funds from Market Match Program that can be used to increase the purchasing power of fresh fruit and vegetables.
- An organic waste disposal plan for unsold produce in compliance with SB1383.
 - A copy of any and all permitting required to operate the Market from other local, county or state health and/or safety agencies.
- The City's name and/or logo must be included in a prominent position on all marketing materials developed to promote the Market. If any additional benefits are given to market sponsors, the City's support is also to be treated as a sponsor in terms of recognition and benefits.
- The successful submitter must make available a minimum of three (3) spaces each week for the City and/or non-profit groups selected by the City to distribute information and/or take registration for their programs at no cost.

Attachment A Site Map – 1) Broadway Ave, 2) City Hall Parking Lot, 3) Oldemeyer Parking Lot



Attachment B: Evaluation and Selection Criteria

Evaluation Criteria

The following represent the principle selection criteria, which will be considered during the evaluation process:

Firms Qualifications, Experience, and References: Experience in performing work of a closely similar nature and size: experience working with public agencies; strength, stability, experience, and technical competence; assessment by client references.

Qualifications and Experience of Personnel and Staffing: Qualifications and experience of proposed personnel for requested services.

Work Plan: Depth of Consultants understanding of City's requirements; overall quality and logic of work plan.

Quality and Responsiveness of the Proposal: Completeness of response in accordance with the RFP instructions.

Review and Selection Process

Staff will evaluate the merits of the proposals received in accordance with the evaluation factors stated in this RFP and formulate a recommendation. For each evaluation criteria, proposals will be evaluated on their relative strengths, deficiencies, and weaknesses.

Attachment C: Professional Services Agreement



CITY OF SEASIDE/SEASIDE COUNTY SANITATION DISTRICT
DESIGN PROFESSIONAL SERVICE AGREEMENT
FOR CONSTRUCTION PROJECTS
(INSERT PROJECT NAME)

THIS AGREEMENT, is made and effective _____, between the City of Seaside, a municipal corporation ("Agency") and [insert consultant name], a [sole proprietorship, partnership, limited liability partnership, corporation] ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

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

2. SERVICES

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

3. PERFORMANCE

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

4. AGENCY MANAGEMENT

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

5. PAYMENT

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed TWENTYFOUR THOUSAND AND SIX HUNDRED dollars (\$24,600.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The Agency may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under

this Agreement, unless the notice provides otherwise. If the Agency suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

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

7. DEFAULT OF CONSULTANT

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

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

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by Agency that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall

be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of Agency or its designees at reasonable times to such books and records; shall give Agency the right to examine and audit said books and records; shall permit Agency to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

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

9. INDEMNITY AND DEFENSE

(a) Indemnification and Defense for Professional Services

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

(b) For All Other Liabilities

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

10. INSURANCE

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

11. INDEPENDENT CONSULTANT

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

considered "voluntary" provided Consultant gives Agency notice of such court order or subpoena.

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

16. NOTICES

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

To Agency:

____ City of Seaside____
____ 440 Harcourt Ave____
____ Seaside, CA 93955____
Attention: City Clerk

To Consultant:

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the Agency. Because of the personal

nature of the services to be rendered pursuant to this Agreement, _____ shall be the Project Manager and Engineer of Record for the services described in this Agreement.

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

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. WORK SCHEDULED/TIME OF COMPLETION

Note: This section is optional and should be included only when the project is particularly time-sensitive.

AGENCY and CONSULTANT agree that time is of the essence in this AGREEMENT. AGENCY and CONSULTANT further agree that CONSULTANT's failure to perform on or at the times set forth in this AGREEMENT will damage and injure AGENCY, but the extent of such damage and injury is difficult or speculative to ascertain. Consequently, AGENCY and CONSULTANT agree that any failure to perform by CONSULTANT at or within the times set forth herein shall result in liquidated damages of [Insert amount] dollars (\$__.00) per day for each and every day such performance is late or delayed. AGENCY and CONSULTANT agree that such sum is reasonable and fair. Furthermore, AGENCY and CONSULTANT agree that this AGREEMENT is subject to Government Code Section 53069.85 and that each party hereto is familiar with and understands the obligations of said Section of the Government Code.

22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT: _____

By: _____
<PRINT NAME>, <TITLE>

Date: _____

City of Seaside
A Municipal Corporation

Jaime Fontes, City Manager

Date:_____

Attachments:	Exhibit A	Scope of Work
	Exhibit B	Consultant Proposal
	Exhibit C	Insurance Requirements
	Exhibit D	Request for Proposal (if applicable, delete if no RFP)

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH EVERYONE'S HARVEST FOR THE OPERATION OF SEASIDE'S CERTIFIED FARMERS MARKET YEAR ROUND FOR A NOT TO EXCEED AMOUNT OF \$24,600 A YEAR FOR A TERM OF TWO YEARS

WHEREAS, the City of Seaside seeks to reinstate it's Certified Farmers Market with the goals of creating a festive community event and social gathering place, while also offering community members an opportunity to purchase locally grown produce, artisan goods, and locally sourced and culturally relevant products; and

WHEREAS, having a Certified Farmers Market in the City of Seaside is a key component for the City to achieve Blues Zones Project Certification; and

WHEREAS, the Certified Farmers Market will provide and accept several community food programs such as; Market Match, Fresh Rx, and Edible Education; and

WHEREAS, on January, 23, 2023, the City released a Request for Proposals (RFP) seeking a qualified organization to operate a Certified Farmers Market on a year round basis and received one proposals by the submittal deadline of February 24, 2023; and

WHEREAS, based on review of the written proposal Everyone's Harvest was identified as the preferred consultant; and

WHEREAS, Everyone's Harvest team has demonstrated knowledge of the Seaside community, and has experience operating Certified Farmers Markets on the Monterey Peninsula.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby authorizes the City Manager to enter into a professional services agreement with Everyone's Harvest to operate a Certified Farmer's Market on Saturdays from 10am – 2pm in the parking lot of City Hall, on a year round basis for an amount not to exceed Twenty Four Thousand Six Hundred Dollars (\$24,600) a year for a term of two years and a total contract of Forty Nine Thousand Two Hundred dollars (\$49,200).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 6th day of April by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk