



AGENDA

CITY OF SEASIDE

CITY COUNCIL/SUCCESSOR

AGENCY TO THE

REDEVELOPMENT AGENCY

REGULAR MEETING

440 HARCOURT AVE (COUNCIL CHAMBER)

Thursday, August 3, 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. PUBLIC SAFETY 4TH OF JULY AFTER ACTION REPORT (POLICE COMMANDER JUSTIN PASCONE, POLICE CHIEF BORGES AND FIRE CHIEF GUTIERREZ)

B. RECEIVE AN UPDATE ON THE SHORT-TERM RENTAL (STR) PROGRAM (ADMINISTRATIVE ANALYST II, HAROON NOORI)

C. UPCOMING CITYWIDE EVENTS & COMMUNITY ANNOUNCEMENTS (RECREATION DIRECTOR, DAN MEEWIS)

8. CONSENT AGENDA

A. APPROVE AND FILE CITY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of March 11, 2023 through April 21, 2023, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period ending March 17, 2023, March 31, 2023, and April 14, 2023. Total Accounts Payable and Payroll for the above referenced period is \$7,604,589.49.

B. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of March 11, 2023 through April 21, 2023 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending March 17, 2023, March 31, 2023, and April 14, 2023. Total Accounts Payable and Payroll for the above referenced period is \$867.74.

C. ACCEPT AND FILE THE CASH AND INVESTMENTS REPORT FOR THE CITY OF SEASIDE AND THE SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE FOR THE QUARTER ENDING JUNE 30, 2023

RECOMMENDATION: Accept and file the City of Seaside and the Successor Agency to the Redevelopment Agency of the City of Seaside Cash and Investment Report for the quarter ending June 30, 2023.

D. APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM COMMUNITY PARTNERSHIP FOR YOUTH (CPY) FOR SUMMER PROGRAM

RECOMMENDATION: Approve a request from CPY for a donation of \$3,000.00 from the Mayor's Youth Fund to help cover the costs associated with their summer program.

E. APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM WORLD OUTREACH SERVICES, INC. FOR YOUTH FINANCIAL LITERACY PROGRAM

RECOMMENDATION: Approve a request from World Outreach Services, Inc. for a donation of \$3,000.00 from the Mayor's Youth Fund to help cover the costs associated with their Youth Financial Literacy Program.

F. ACCEPT DONATION FROM FORMER POLICE CHIEF, ANTHONY SOLLECITO, OF REPLICA SEASIDE PD 1970 "MERCURY MONTEREY" POLICE CAR TO BE USED BY POLICE DEPARTMENT FOR COMMUNITY OUTREACH

RECOMMENDATION: Accept a donation of a replica 1970 "Mercury Monterey" Seaside Police vehicle and authorize the Police Department to utilize the vehicle in parades and community outreach events.

G. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH VOLER STRATEGIC ADVISORS FOR MEDIA RELATIONS FOR AN AMOUNT NOT TO EXCEED \$24,000.00

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute an agreement with Voler Strategic Advisors for media relations.

H. APPROVE A FEE WAIVER REQUEST FROM CENTRAL COAST BOMBERS BASEBALL TEAM FOR THE USE OF SOPER FIELD AND CUTINO PARK

RECOMMENDATION: Approve a request from the Central Coast Bombers for a Fee Waiver of \$13,380.50 for the costs associated with the use of Soper Field, and Cutino Park from August 1, 2023, to October 31, 2023.

I. ADOPT A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN \$85,000 REGIONAL EARLY ACTION PLANNING GRANT APPLICATION FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR HOUSING RELATED PROJECTS

RECOMMENDATION: Adopt a resolution authorizing the submittal of an \$85,000 Regional Early Action Planning (REAP 2.0) grant application, as proposed.

J. ADOPT A RESOLUTION AUTHORIZING THE MODIFICATION OF THE POSITION CONTROL LIST TO ADD TWO HUMAN RESOURCES CONFIDENTIAL SPECIALISTS AND DELETE ONE SENIOR ADMINISTRATIVE ASSISTANT-CONFIDENTIAL AND ONE ADMINISTRATIVE ASSISTANT IN THE HUMAN RESOURCES/RISK MANAGEMENT DEPARTMENT

RECOMMENDATION: Adopt a resolution amending the Fiscal Year 2023-2024 Budget, and modifying the Position Control List to reflect the organizational changes in the Human Resources/Risk Management Department to add two Human Resource Specialists and delete one Senior Administrative Assistant - Confidential and one Administrative Assistant.

K. ADOPT A RESOLUTION AUTHORIZING THE WAIVER OF MUNICIPAL CODE SECTION 6.04.010 DOG LICENSING FEE FOR UP TO 50 PARTICIPANTS IN THE MICROCHIP CLINIC EVENT ON SATURDAY, AUGUST 26, 2023

RECOMMENDATION: Adopt a resolution authorizing the waiver of the dog licensing fee as mandated by Municipal Code Section 6.04.010 for all residents registering their dogs during the Microchip Clinic event being held by the Seaside Police Department Animal Control Unit on Saturday, August 26, 2023.

L. REVIEW AND TAKE ACTION ON TRAFFIC ADVISORY COMMITTEE RECOMMENDATIONS TO DENY AN ADDITIONAL DRIVEWAY ON KENNETH AVENUE

RECOMMENDATION: Deny installation of an additional driveway approach at 1240 Kenneth Avenue.

M. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH SLOAN SAKAI ATTORNEYS AT LAW FOR LEGAL AND INVESTIGATION SERVICES IN THE AMOUNT NOT TO EXCEED \$100,000.00

RECOMMENDATION: Adopt a resolution authorizing the City Manager to enter

into a contract with Sloan Sakair Attorneys At Law, for legal services regarding personnel matters.

9. BUSINESS ITEMS

A. ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE 2023 HOT SPOT PAVEMENT REPAIR PROJECT AND APPROVING A CONSTRUCTION CONTRACT WITH DON CHAPIN COMPANY FOR AN AMOUNT NOT TO EXCEED \$455,613.00 AND A TOTAL PROJECT CONSTRUCTION COST, INCLUDING 10% CONTINGENCY, OF \$501,174.00

RECOMMENDATION: Adopt a resolution approving the plans and specifications for the 2023 Hot Spot Pavement Repair Project (Project) and approving a construction contract to construct the Project for an amount not to exceed \$455,613.00 for a total project construction amount, including contingencies, of \$501,174.00.

B. RECEIVE AND FILE REPORT TO CONSIDER WAIVING TRAFFIC ADVISORY COMMITTEE (TAC) APPLICATION FEES FOR REQUESTS TO PAINT A RED CURB IF APPROVED BASED ON PUBLIC BENEFIT AND SAFETY AND PROVIDE FURTHER STAFF DIRECTION

RECOMMENDATION: Receive and file report and provide further direction to staff regarding the waiving of future Traffic Advisory Committee (TAC) applications to paint a curb red if the application is approved by City Council based on public benefit and safety.

C. RECEIVE AND FILE REPORT TO CONSIDER WAIVING FEES FOR PAINTING A RED CURB IF APPROVED BASED ON PUBLIC BENEFIT AND SAFETY AND PROVIDE FURTHER STAFF DIRECTION

RECOMMENDATION: Receive and file report to consider waiving fees for painting a red curb if approved based on public benefit and safety and provide further staff direction.

D. RECEIVE AND FILE REPORT TO CONSIDER OPTIONS FOR TRAFFIC MITIGATION ON MONTEREY ROAD AND PROVIDE FURTHER STAFF DIRECTION

RECOMMENDATION: Receive and file report and provide further direction to staff regarding exploration of traffic mitigation options on Monterey Road.

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 54956.8

Property: The Property Commonly Referred to As Campus Town (Property bounded by Highway 1/1st Avenue, 7th Avenue, Lightfighter/Colonel Durham Street, and Gigling)

Agency Negotiators: City Manager, et. al

Negotiating Parties: Danny Bakewell Jr., et. al. and City of Seaside

Under Negotiation: Purchase and Sale Agreement Terms

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

Property: A portion of APN 031-151-055 located to the east of General Jim Moore Blvd./Generally South of Lightfighter commonly referred to as the Presidio of Monterey Fire Station

Agency Negotiators: City Manager, et. al.

Negotiating Parties: US Army and City of Seaside

Under Negotiation: price, terms of payment or both

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

RECOMMENDATION: Property: A portion of Imperial Avenue between Palm and Elm Street

Agency Negotiators: City Manager, et. al

Negotiating Parties: Foothill Partners and City of Seaside

Under Negotiation: Price, Terms of Payment or both Enter your recommendation as the motion/action you want the Council to take; start with an action word.

D. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE 54956.9- POTENTIAL LITIGATION (2 MATTERS)

E. EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957:

Public Employee: City Attorney

F. EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957:

Public Employee: City Manager

13. ADJOURNMENT

Next Regularly Scheduled Meeting:
August 17, 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.: 7.A.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nicholas Borges, Police Chief
Mary Gutierrez, Fire Chief
Justin Pascone, Police Commander

DATE: August 3, 2023

**SUBJECT: RECEIVE 2023 JULY 4TH HOLIDAY PERIOD FIREWORKS AFTER
ACTION REPORT**

PURPOSE & RECOMMENDATION

Receive a detailed After Action Report of the fireworks enforcement operations for the July 4, 2023 holiday period. The period covers June 28 – July 5.

BACKGROUND

The Seaside Police Department, in partnership with the Seaside Fire and Seaside Public Works Departments, formulated an operations plan for illegal fireworks suppression. The operations plan included an enforcement plan and a public outreach campaign. The following report serves as an After Action Report regarding 2023 fireworks activity, enforcement actions and citations issued for illegal fireworks. Included in this report is a summary of surcharge funds collected and expenditures made by each department. The report also captures personnel overtime costs and volunteer hours.

FIRE DEPARTMENT

Per City Ordinance, Safe and Sane fireworks went on sale on June 28th and concluded July 5th; all six (6) booths were inspected by the fire department prior to opening for sales, and periodically checked for compliance throughout the week; all six (6) permitted booths remained in compliance and no violations were issued. During the sales period of Safe and Sane fireworks this year, the fire department responded to 76 calls for service.

This is inclusive of types of calls.

On the Fourth of July, the fire department staffed one additional engine company for 24 hours. Additionally, 5 volunteer Unmanned Aerial Vehicle pilots worked July 2 - July 4, (total of 3 days), with police officers to issue either administrative or criminal citations for use of illegal fireworks.

The fire department responded to **11 emergency calls related to fireworks June 28-July 5.**

June 28 – July 5	Total Calls for Service	Fires caused by Fireworks	Medical calls caused by Fireworks
2020	72	11	0
2021	62	4	0
2022	97	4	0
2023	76	10	1

Emergency Response Fireworks Calls:

1. Garbage can fire: Capra Park – disposal of safe and sane fireworks
2. Debris Fire on Yosemite: HEM Plaza – large amount of fireworks / both legal and illegal left in the street on fire in front of driveway #4
3. Dumpster fire on Yosemite: HEM Plaza – disposal of fireworks into a dumpster in driveway #5
4. Garbage can fire at Laguna Grande Park: Large amount of safe and sane fireworks debris left behind next to the garbage cans
5. Small vegetation fire: San Pablo and Yosemite – Small amount of tan bark smoldering in front of a home
6. EMS call on Yosemite: HEM Plaza - Trauma to a juvenile lighting an illegal firework
7. Garbage can fire: Ord Grove – disposal of safe and sane fireworks
8. Ground cover on fire in front of a residence: Noche Buena and San Pablo
9. Trash Can Fire: Circle Street
10. Trash Can Fire: Elm

11. Dumpster Fire: Fremont

POLICE DEPARTMENT

Similar to last year, the police department utilized a drone to obtain video of fireworks violations and issue criminal citations, in accordance with Seaside City Ordinance 8.32.190.

Public Works set out electric signboards on Seaside city roadways warning the community that fireworks are dangerous and illegal, and illegal use of them is strictly enforced. \$1,000 administrative fines for illegal firework possession, drone enforcement, and undercover officers. Illegal firework communications were posted for weeks on Seaside Police & Fire social media page. Seaside Police Officers went door to door, in neighborhoods identified as hotspots, handing out information regarding illegal fireworks.

From June 10, 2023 through July 5, 2023, the Police Department implemented special enforcement teams, on an overtime basis, to patrol and enforce laws regarding the use of illegal fireworks. Non-sworn police department staff answered fireworks related calls coming into the Records Division Firework Hotline phone number. Non-sworn police department staff also answered tips sent to the crime tip website. The call and tip information was forwarded to on duty police officers in order for them to respond to locations where the reported illegal firework activity was occurring.

On July 4th from 6:00 p.m. to 11:30 p.m., Seaside police responded to 66 calls for service, which came into County Communications Center, and 102 calls for service, which came into the Seaside Records Division. Throughout the 4th of July evening, officers made arrests for DUI's, possession of illegal fireworks, and resisting arrest.

July 4th Data 2023

Arrested: 9

Administrative Citations: 48

Criminal Citations: 20

Fireworks confiscated Approximately 73 lbs.

Calls For Service into Dispatch Center: 160

Calls for Service into Seaside Records: 237

Comparison Data - Firework CFS for 2020, 2021, 2022, 2023

Firework Calls For Service into County Communications Center

Fireworks	2020	2021	2022	2023
July 2nd	13 to Dispatch/15 to Hotline			
July 3rd	20 to Dispatch/15 to Hotline			
July 4th	97 to Dispatch/121 to Hotline	170 to dispatch	164 to dispatch	160 to Dispatch/237 Hotlines
July 5th	15 to Dispatch/10 to Hotline			

FISCAL IMPACT

The below table depicts the following:

- Gross retail sales of Safe and Sane fireworks within the City and prior year comparisons
- Fireworks Surcharge of 7% (in accordance with the City of Seaside Municipal Code Chapter 8.32)
- Permit application fees
- Revenue received by the City of Seaside from the sale of Safe and Sane firework

YEAR	GROSS SALES	7% SURCHARGE	PERMIT FEES	Number of Non-Profits	REVENUE TO CITY
2017	\$245,139.04	\$17,159.85	\$2,898.00 (\$322) *per booth *	9	\$20,057.85
2018	\$227,445.69	\$15,917.91	\$3,006.00 (\$334)	9	\$18,923.91
2019	\$224,284.20	\$15,699.47	\$2,422.00 (\$346)	7	\$18,121.47
2020	\$266,455.94	\$18,651.86	\$1,910.00 (\$382)	5	\$20,561.86
2021	\$226,265.74	\$15,933.07	\$1,146.00 (\$382)	3	\$17,079.07

2022	\$266,382.12	\$18,646.69	\$1,146 (\$382)	3	\$19,792.69
2023	\$294,093.14	\$20,585.96	\$2,436.00 (\$406) *per both*	6	\$23,021.96

The following expenses were incurred for the Illegal Fireworks Enforcement Operation:

Police Department: \$ 19,917 (Overtime)

Fire Department: \$ 15,307 (Overtime July 3 & 4 / 76 hours)

Volunteer Hours: 70 hours total (July 2, 3, 4) 9 drone volunteers

Fiscal Impact: Overtime both Police and Fire: **\$35,224.00**

Surcharge and Permit Fees: \$23,021.96

City Costs after deduction of Fee Received: \$12,202

JULY 4TH FIREWORKS AFTER ACTION REPORT

1

NICK BORGES – POLICE CHIEF

JUSTINE PASCONE – POLICE
COMMANDER

MARY GUTIERREZ – FIRE CHIEF

REGULAR CITY COUNCIL MEETING

AUGUST 3, 2023



Operation

2

- ❑ Fireworks special detail w/ 19 additional officers & 5 additional firefighters (1 engine with 3 FF + 2 command staff)
- ❑ 8 drone pilots and 3 drones deployed
- ❑ Command Van for Incident Command
- ❑ Records staff answered hotlines (237 calls)
- ❑ Dispatch Center received (160 calls)

Calls For Service July 4th

3

□ Police



2021	2022	2023
170	164	160

Dispatch Received 160 calls
237 PD Hotlines Received

***Police made 9
arrests**

Calls For Service – Police Department

4



□ Police Citations Issued

2021	2022	2023
15	20	68

□ Fireworks Confiscated in Pounds

2021	2022	2023
50	100	73

Calls For Service – Fire Department

4



□ Calls for Service (6/28 – 7/5)

2021	2022	2023
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62	97	76
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□ Fire Related Calls for Service

2021	2022	2023
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4	4	11
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Overtime Expenses

6

□ Expenses

/ Police Officer Overtime	\$ 17,885.09
/ Fire Department Overtime	\$
15,307.00	
/ Records Overtime	\$ 2,032.11

■ Total \$ 35,224.20

FISCAL IMPACT

7

Gross Sales / 7% Surcharge / Permit Fees / Revenue to City

\$29,093

\$20,585

\$2,436

\$23,021

Expenses - \$35,224

Revenue - \$23,021

Fiscal Impact - \$12,203

Recommendations for 2024

8

□ Recommendations

- / Include Parking Enforcement team on 4th
- / Increase number of drones deployed
- / Recommend Safe and Sane zones
- / Pass out fliers to problematic areas earlier
- / Recommend NO PARKING signs/curbs in Gen Jim Blvd
- / Host community meeting to get community feedback
- / End time for use of Safe and Sane – 10:00 p.m.
- / Sale of Safe & Sane only to City of Seaside Residents

Questions?





CITY OF SEASIDE STAFF REPORT

Item No.: 7.B.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Haroon Noori, Administrative Analyst II

DATE: August 3, 2023

**SUBJECT: RECEIVE AN UPDATE ON THE SHORT-TERM RENTAL (STR)
PROGRAM (ADMINISTRATIVE ANALYST II, HAROON NOORI)**

RECOMMENDATION

Receive an update on the Short-Term Rental (STR) Program.

BACKGROUND

On November 17, 2022, the Seaside City Council approved significant changes to the Short-Term Rental regulations affecting both existing and prospective Short-Term Rental (STR) License holders. A summary of these changes is included in Attachment A.

DISCUSSION:

Following the effective date of the ordinance, City staff has completed several key milestones, which are summarized below:

FY22/23 STR License Renewals (Special Renewal Process)

Immediately following adoption of the new Ordinance, City staff updated the STR program webpage with relevant information and created new streamlined online forms in anticipation of the special STR license renewal process following the effective date of the new ordinance. City staff also began STR program data migration from Host Compliance to iWorQ. The set up and implementation of iWorQ was completed prior to the effective date of the new ordinance.

On December 16, 2022, when the new ordinance took effect, City staff emailed and mailed the first STR license renewal notices (Attachment B) to 87 STR license holders requiring them to renew their STR license(s) by January 31, 2023. License and address information for these 87 Licensees was derived from Host Compliance.

To achieve 100% renewal rate, City staff engaged in constant communication with each STR license holder and sent out second and final STR license renewal notices on 1/10/23 and 1/25/23 respectively.

The special renewal process required STR License holders to submit an online application and upload relevant required supporting documentation. For example, Host License holders were required to upload residency documents so that staff could verify owner occupancy of the STR unit. All license holders were required to submit a single application per STR unit/license. Additionally, some STR owners who were renting out more than one unit with just one license were required to submit a new application and procure a separate STR license for each additional unit/room.

Applications received and deemed complete were then entered into iWorQ. City staff assessed fees based on most recent payments received by the City. Fees included past due fees as well as prorated fee amounts for the remainder of fiscal year 2022-2023. City staff then emailed each STR license holder their invoice and a link to pay online. Fees, which were prorated, included the following:

- \$250: Short-Term Rental License Renewal Fee
- \$250: Late Fee
- \$17: Business License Application Fee
- \$4: CASp (CA Senate Bill #1186) Fee
- \$37.50: Business Operations Tax if projected annual short-term rental income is less than \$25,000 (plus \$9 for each additional \$5,000 income in excess of \$25,000).

The special STR license renewal process concluded on January 31, 2023. A summary of the number of licenses renewed and fees collected is provided in the table below:

FY22/23 STR License Renewal Summary	
Type of License	Number of Licenses Renewed
Hosted	11
Non-Hosted	61

New STR License Applications

Adoption of the new ordinance sparked increased interest among property owners for obtaining non-hosted STR licenses due to the new license cap and density requirements. All new potential applicants were advised that the City would begin accepting new applications after existing licenses were renewed. This policy was implemented in order to avoid potential over-density of STR's. All interested parties were able to add their names to an interest list using an online form.

After the FY22/23 STR license renewal process was concluded, City staff created new forms and updated the STR webpage with relevant information and guidelines for new applicants. City staff also sent out a notice (Attachment C) to all potential applicants on the interest list.

To better facilitate the initial surge of new applications, City staff began accepting new applications on Friday, March 3, 2023, starting at 8:30am. All applicants were advised to submit application packets in person at City Hall. Applications were received and processed on a first-come, first-serve basis. Applicants were charged prorated fees through June 30, 2023.

On March 3, 2023 alone, City staff received 18 new applications for Non-Hosted STR licenses. Since then, the City has received and approved an additional 7 non-hosted and 3 hosted STR license applications.

FY23/24 STR License Renewals

On May 11, 2023, City staff sent out (by mail and email) STR license renewal notices (Attachment D) for fiscal year 2023-2024. Similar to the special renewal process at the beginning of 2023, updated renewal forms and guidelines were made available on the website.

All STR owners whose licenses were issued prior to 2023 were required to have the Building Inspection forms completed by either a licensed general contractor or a certified home inspector. Additionally, the same STR owners were not required to pay the \$250 annual fee as part of their FY23/24 STR license renewal; direction was given to staff to apply previously collected late payments of \$250 toward this renewal as a one-time offer.

New applicants whose licenses were issued in late April/beginning of May were not required to submit a renewal application or FY2023-2024; however, they were all required pay FY2023-2024 STR license renewal fees.

The special STR license renewal process concluded on June 30, 2023. A summary of the total number of existing licenses is provided in the table below:

FY23/24 STR License Summary	
Type of License	Number of Licenses
Hosted	13
Non-Hosted	86

Current State of the STR program and Next Steps

There are currently 86 Non-Hosted STR licenses (only 4 licenses are left under the 90-cap limit as of July 24, 2023) and 13 Hosted STR licenses active and in good standing.

Since the City has now wrapped the FY23/24 STR license renewals, City staff intend to shift focus to vigorously pursuing and investigating unlicensed short-term rentals.

As of July 16, 2023, there are an estimated 44 illegal short-term rentals in the City. STR program staff are working with Code Enforcement to send out violation notices in July/beginning of August 2023. Illegal STR operators will be required to cease and desist operations until full compliance is achieved. In the event of full compliance, only eligible properties may be considered for license issuance or the waiting list.

City staff may also revisit the Host Compliance contract and explore alternative cheaper options through an RFP process.

FISCAL IMPACT

The City received \$699,616.65 in Transient Occupancy Tax (TOT) revenue in FY21/22. The projected collections for FY 22/23 are \$790,116.03. The actual amount will be known when the year-end audit is complete. In FY22/23, the City also received an additional \$51,845 in STR renewal fees.

ATTACHMENTS

1. Attachment A - STR Ordinance Changes Summary 12-16-22
2. Attachment B - STR License Renewal Notice 12-16-22
3. Attachment C - New Application Notice
4. Attachment D - FY23-24 STR License Renewal Notice

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

City of Seaside

Summary of Short-term Rental Program Changes

Updated 12/16/22

TYPE	OLD REGULATIONS	NEW REGULATIONS
Transient Use Definition	less than 30 consecutive days	30 consecutive days or fewer
License Cap	None	• Non-hosted STR Licenses will be subject to City-wide cap of 90 licenses. • Hosted STR Licenses to remain unlimited.
Density Limits	None	• New Non-hosted STR Licenses will be subject to a one per parcel limit and a 55-foot Zone of Exclusion limit (i.e. no new Non-hosted STR license to be issued within 55 linear feet from the parcel boundary lines of an existing Non-hosted STR license). Existing STR licenses will be exempt from these density limits if licenses are renewed and remain in good standing. • Hosted STR Licenses will not be subject to these Density limits.
Waiting List	None	The City will implement a waiting list program for new Non-hosted STR license applications in the event a license is not available under the cap limit. The property must comply with density requirements at the time of application for the waiting list. The City will charge a non-refundable fee.
Renewal Deadline	Rolling deadline	All STR licenses to expire on June 30 th with a 2-month renewal window in May-June annually. Failure to renew by June 30 th results in license relinquishment.
Late Renewals	Allowed with payment of late fee	Late renewals will be disallowed. Failure to renew by June 30 th results in license relinquishment. New ordinance incorporates grounds for non-renewal.
Noticing	Applicant shall post a notice on site and mail to neighbors within 100 ft upon initial application and renewal.	Upon initial application of both Hosted and Non-hosted STR license, the City will notify the owners of real property located within 55 feet of the property boundaries of the proposed Short-term Rental.
Property Inspections	Required upon initial application and every four years. City conducts inspections and charges a fee.	Inspections will be required upon initial application and then upon every other renewal (i.e. 2-year intervals). Inspections to be completed by third-party independent licensed general contractor using a building safety checklist provided by the City.
Guest Occupancy	Building Official determines guest occupancy	Two adults (aged 18 or older) per bedroom plus one additional adult per site, up to a maximum of 9 adults for homes with 4+ bedrooms. However, the City's Building Official may increase or decrease the final occupancy limit permitted on the Transient Use Site based upon the characteristics of individual Transient Use Sites.
Vehicle Limits	None	Maximum number of vehicles allowed at a Short-term Rental (both on- and off-street) cannot exceed the total number of bedrooms included in the rental.
Business License	Required	Obtaining a business license through the City's third-party vendor will not be required. However, STR owners must continue to pay business license and associated fees at the time of license renewal.
Display of Placard	Not required	Posting of a City-issued placard in a location visible at the front entrance will be required.



City of Seaside

Economic Development and Community Planning
440 Harcourt Avenue, Seaside, CA 93955
Tel: (831) 899-6700 | www.ci.seaside.ca.us/str

NOTICE OF SHORT-TERM RENTAL LICENSE RENEWAL AND PROGRAM CHANGES

December 15, 2022

Dear Short-Term Rental License Holder:

On November 17, 2022, the Seaside City Council approved significant changes to the Short-Term Rental regulations affecting both existing and prospective Short-Term Rental (STR) License holders. A summary of these changes is attached to this letter for your reference.

As an existing STR license holder, you are required to take immediate action as outlined below to be in compliance with these new regulations.

STEP 1: RENEW YOUR LICENSE BY JANUARY 31, 2023:

Submit your STR license renewal application using one of the following links (*as applicable to your STR license type*) or scan the QR code to access the online form. Only a single application can be submitted per each STR license. Failure to renew your license by 1/31/2023 will result in license cancellation.

Hosted STR License Renewal Application	Non-Hosted STR License Renewal Application
https://form.jotform.com/223309152485152 	https://form.jotform.com/223307161181042 

STEP 2: PAY FEES AS SOON AS YOU RECEIVE INVOICE

Once your application is received and reviewed for completeness, City staff will assess fees based on most recent payments received by the City. Fees will include past due fees as well as prorated fee amounts for the remainder of the current fiscal year ending in June 30, 2023. You will receive an email with an invoice and link to pay online.

STEP 3: RECEIVE AND POST UPDATED STR LICENSE AND PLACARD

Once your payment is received, the City will issue a new and updated STR license and a Placard. You will need to replace your old STR license with the new one and post the Placard at the front entrance.

STEP 4: UPDATE YOUR ONLINE LISTINGS

Once you receive your STR license, you must immediately update your online listing(s) to reflect the same occupancy and vehicle limits as approved by the City on your STR license.

STEP 5: STAY CURRENT ON TOT PAYMENTS AND BE AUDIT-READY

The City will be conducting a thorough audit of STR's as part of next renewal period which will take place in May-June 2023. The City will also be enforcing the grounds for non-renewal. So, to be ready for your 2023 STR License renewal, be sure to review the grounds for non-renewal, stay current on TOT payments, have sufficient documented stays, and most importantly have no record of any complaints against the STR.

STEP 6: 2023 STR LICENSE RENEWALS AND PROPERTY INSPECTIONS:

The City will send out renewal notices at the end of April 2023 regarding FY23/24 STR License renewals. The notices will outline specific actions you will need to take to successfully renew your STR license. As part of the 2023 renewal process, all existing STR owners will be required to have property inspections conducted by third-party licensed general contractors or certified home inspectors. The contractor or inspector must use a City-provided form.

Thank you for your continued cooperation and partnership with the City of Seaside.

Summary of Short-term Rental Changes

TYPE	OLD REGULATIONS	NEW REGULATIONS
Transient Use Definition	less than 30 consecutive days	30 consecutive days or fewer
License Cap	None	• Non-hosted STR Licenses will be subject to City-wide cap of 90 licenses. • Hosted STR Licenses to remain unlimited.
Density Limits	None	• New Non-hosted STR Licenses will be subject to a one per parcel limit and a 55-foot Zone of Exclusion limit (i.e. no new Non-hosted STR license to be issued within 55 linear feet from the parcel boundary lines of an existing Non-hosted STR license). Existing STR licenses will be exempt from these density limits if licenses are renewed and remain in good standing. • Hosted STR Licenses will not be subject to these Density limits.
Waiting List	None	The City will implement a waiting list program for new Non-hosted STR license applications in the event a license is not available under the cap limit. The property must comply with density requirements at the time of application for the waiting list. The City will charge a non-refundable fee.
Renewal Deadline	Rolling deadline	All STR licenses to expire on June 30 th with a 2-month renewal window in May-June annually. Failure to renew by June 30 th results in license relinquishment.
Late Renewals	Allowed with payment of late fee	Late renewals will be disallowed. Failure to renew by June 30 th results in license relinquishment. New ordinance incorporates grounds for non-renewal.
Noticing	Applicant shall post a notice on site and mail to neighbors within 100 ft upon initial application and renewal.	Upon initial application of both Hosted and Non-hosted STR license, the City will notify the owners of real property located within 55 feet of the property boundaries of the proposed Short-term Rental.
Property Inspections	Required upon initial application and every four years. City conducts inspections and charges a fee.	Inspections will be required upon initial application and then upon every other renewal (i.e. 2-year intervals). Inspections to be completed by third-party independent licensed general contractor using a building safety checklist provided by the City.
Guest Occupancy	Building Official determines guest occupancy	Two adults (aged 18 or older) per bedroom plus one additional adult per site, up to a maximum of 9 adults for homes with 4+ bedrooms. However, the City' Building Official may increase or decrease the final occupancy limit permitted on the Transient Use Site based upon the characteristics of individual Transient Use Sites.
Vehicle Limits	None	Maximum number of vehicles allowed at a Short-term Rental (both on- and off-street) cannot exceed the total number of bedrooms included in the rental.
Business License	Required	Obtaining a business license through the City's third-party vendor will not be required. However, STR owners must continue to pay business license and associated fees at the time of license renewal.
Display of Placard	Not required	Posting of a City-issued placard in a location visible at the front entrance will be required.

Haroon Noori - IMPORTANT UPDATE - Short-Term Rental License Application

From: Haroon Noori
To: Short term rentals
Date: 2/22/2023 7:07 AM
Subject: IMPORTANT UPDATE - Short-Term Rental License Application
Cc: Olivia LaJudice; Short term rentals
Bc: RIA38SUPER@HOTMAIL.COM; gingerk513@gmail.com; mission_motors9@yahoo.co...
Attachments: Hosted STR License Application.pdf; Seaside Short-term Rentals Ordinance.pdf

Good morning,

This email is to inform you that the City of Seaside will begin accepting applications for new Hosted Short-Term Rental Licenses on Friday, March 3, 2023, starting at 8:30am. Applications must be submitted in person at City Hall by applicant.

The process for application submittal will be as follows:

Step 1: Download and complete the attached application form. Please be advised that the applicant for a hosted STR license can only be the property owner and not a tenant even if authorized by the property owner. The property owner must occupy the property as their principal residence. Please also note that the Building Inspection checklist must be completed by a licensed general contractor.

Step 2: Deliver your complete application packet, supporting residency documents, and a check (payable to City of Seaside) in the amount of \$141.33, on the date and time specified above. The fee amount includes a prorated STR license fee of \$83.33, business license application fee of 17, business operations tax of 37, and CASp fee of \$4.

Please review the attached ordinance to familiarize yourself with the program requirements.

For any questions, please contact Olivia LaJudice at [\(831\) 899-6735](tel:831-899-6735) or by email at STR@ci.seaside.ca.us.

Best Regards,

Haroon Noori, Administrative Analyst II
 City of Seaside, Community & Economic Development Department
 440 Harcourt Ave, Seaside, CA 93955
 Ph: [\(831\) 899-6726](tel:831-899-6726) | Fax: [\(831\) 899-6211](tel:831-899-6211)

Haroon Noori - IMPORTANT: STR License Renewal Notice

From: Haroon Noori
To: Haroon Noori; Short term rentals
Date: 5/11/2023 7:11 AM
Subject: IMPORTANT: STR License Renewal Notice
Bc: d.scott.townsend21@gmail.com; aciandro@hotmail.com; aciandro@hotmail.c...
Attachments: STR License Building Inspection Checklist.pdf

*****A copy of this notice has also been mailed via regular mail to the mailing address on file*****

Dear Short-Term Rental License Holder:

Your Short-Term Rental (STR) License expires on 06/30/2023. You must renew your STR license in order to continue hosting short-term rentals on your property. Failure to renew license by June 30, 2023 will result in license cancellation. To renew your STR License, please follow these steps:

STEP 1: COMPLETE BUILDING INSPECTION CHECKLIST (*attached*)

All existing STR owners, whose initial license was issued prior to March 2023, are required to have property inspections conducted by third-party licensed general contractors or certified home inspectors. The contractor or inspector must use the City-provided Building Inspection Checklist. This form must be submitted to the City along with the renewal application in Step 2.

STEP 2: RENEW YOUR LICENSE BY JUNE 30, 2023

Submit your STR license renewal application using one of the following links (as applicable to your STR license type) to access the online form. Failure to renew your license by 6/30/2023 will result in license cancellation. Be prepared to upload the Building Inspection Checklist at this step. Early submissions are highly encouraged.

HOSTED STR License Renewal Application	NON-HOSTED STR License Renewal Application
https://form.jotform.com/231275096968166	https://form.jotform.com/231275309940153

STEP 3: PAY FEES AS SOON AS YOU RECEIVE INVOICE

Once your application is received and reviewed for completeness, City staff will assess fees and email you a link so you can pay your fees online. Fees will include:

- \$250: Short-Term Rental License Renewal Fee
- \$17: Business License Application Fee
- \$4: CASp (CA Senate Bill #1186) Fee
- \$37.50: Business Operations Tax if projected annual short-term rental income is less than \$25,000 (plus \$9 for each additional \$5,000 income in excess of \$25,000).

STEP 4: RECEIVE AND POST UPDATED STR LICENSE AND PLACARD

Once your payment is received, the City will issue a new and updated STR license. A Placard will also be issued to Non-Hosted STR License holders. You will need to replace your old STR license with the new one and post the Placard at the front entrance.

STEP 5: UPDATE YOUR ONLINE LISTINGS

Once you receive your STR license, you must immediately update your online listing(s) to reflect the same occupancy and vehicle limits as approved by the City on your STR license.

If you wish to cancel your STR license, please submit a written statement to: City of Seaside, Attn: Short-Term Rental Program, 440 Harcourt Ave, Seaside, CA 93955 or reply this email.

Thank you for your continued cooperation and partnership with the City of Seaside

Best Regards,

Haroon Noori, Administrative Analyst II
City of Seaside, Community & Economic Development Department
440 Harcourt Ave, Seaside, CA 93955
Ph: [\(831\) 899-6726](tel:8318996726) | Fax: [\(831\) 899-6211](tel:8318996211)



CITY OF SEASIDE STAFF REPORT

Item No.: 8.A.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Loreene Bermudez-Onate, Accountant II

DATE: August 3, 2023

SUBJECT: APPROVE AND FILE CITY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of March 11, 2023 through April 21, 2023, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period ending March 17, 2023, March 31, 2023, and April 14, 2023. Total Accounts Payable and Payroll for the above referenced period is \$7,604,589.49.

BACKGROUND

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

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

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

- \$37,983.33 to Brightly Software, Inc. for Prof. services and materials for SmartGov installation.
- \$13,040.81 to California-American Water for Water consumption for multiple City of Seaside service addresses. Billing period of 1/21/23-2/23/23. Service addresses include city buildings, parks, fire hydrants, irrigation stations, and city

- affordable housing.
- \$12,946.95 to California-American Water for Water consumption for multiple City of Seaside service addresses. Billing period of 2/22/23-3/23/23. Service addresses include city buildings, parks, fire hydrants, irrigation stations, and city affordable housing.
 - \$20,766.32 to City of Del Rey Oaks for Distribution of the 2021-22 SCSO Impact Fees.
 - \$10,891.93 to City of Sand City for Distribution of the 2021-22 SCSO Impact Fees.
 - \$25,000.00 to Community Partnership for Youth for Community social services grant reimbursement request for the period 4/1/23-6/30/23.
 - \$13,420.00 to CSG Consultants, Inc. for Professional services for McClure Way & Grand Hyatt Plan Review for the periods of January-February 2023.
 - \$12,839.20 to Disaster Kleenup Specialists, Inc. for Clean-up services for encampment sites on 8/5/22, 11/26/22, 12/7/22 & 12/21/22.
 - \$48,934.63 to Disaster Kleenup Specialists, Inc. for Clean-up services for encampment sites on 7/16/22, 9/29/22, 10/7/22, 10/12/22, 10/29/22, 11/2/22, & 12/6/22.
 - \$20,563.72 to Empire Today, LLC for New flooring in the Police Department (2,500 sq ft of vinyl planks).
 - \$38,636.03 to Granite Rock Company for Construction services for the Pavement Rehabilitation Project through January 31, 2023.
 - \$1,036,524.10 to Granite Rock Company for Construction services for the Pavement Rehabilitation Project through February 28, 2023.
 - \$10,992.00 to Hamilton, Ellis & Martin Plaza for United Way rental assistance for 1 tenant from January-August 2022.
 - \$48,420.00 to Harris & Associates, Inc. for Pavement Rehabilitation Services for the periods of October-December 2022.
 - \$32,178.75 to Harris & Associates, Inc. for SCSO professional services for the Fremont, Broadway, & Ortiz project for the periods of 1/29/23-2/25/23; January-February 2023 services for Campus Town Phase I Demolition.
 - \$19,701.25 to Harris & Associates, Inc. for December 2022 & January 2023 services for Noche Buena Emergency Storm Drain repair; December 2022 services for Campus Town Phase I & Phase II demolition; October 2022 & February 2023 services for Eucalyptus Road Drainage; December 2022 & February 2023 services for Del Monte Manor LID Support.
 - \$33,225.00 to Harris & Associates, Inc. for Pavement Rehabilitation Services for the periods of January-February 2023.
 - \$22,670.00 to Hexagon Transportation Consultants, Inc. for Professional services for VMT analysis & evacuation study for the periods of October 29, 2022-January 31, 2023.
 - \$10,374.00 to Hope Services for Maintenance services for the period of February 2023.
 - \$11,466.00 to Hope Services for Maintenance services for the period of March

2023.

- \$10,481.43 to Iconix Waterworks (US) Inc. for Purchase of irrigation supplies and installation of a meter & backflow device at Villa del Monte; purchase of misc. supplies for building 4220.
- \$12,386.00 to Gemma Systems for Professional network support services for the periods of October 2022-March 2023; 1-year maintenance services for VMware.
- \$59,222.35 to Kimley-Horn and Associates, Inc. for Professional services for the Broadway Streets Corridor project through February 28, 2023; Engineering support services through February 28, 2023.
- \$61,076.81 to Kimley-Horn and Associates, Inc. for Professional services for the Broadway Streets Corridor project through December 31, 2022; Campus Town services through February 28, 2023.
- \$14,000.00 to La Neta Murals for Payment #2 for the design and installation of the approved mural outside the Fire Station.
- \$10,185.13 to Marina Coast Water District for Recycled water meter services for 1 McClure Way for the period of February 2023.
- \$12,500.00 to Meals on Wheels for CDGB expenses for home-delivered meals for the 1st quarter.
- \$22,119.16 to Miracle Playsystems, Inc. for Playground equipment for Highland Otis Park.
- \$16,143.93 to Monterey Co. Convention & Visitor's Bureau for TID (Tourism Improvement District) remittance for the reporting period of February 2023 for the 13 Seaside motels/hotels.
- \$25,270.00 to Monterey Peninsula Engineering for Services for the Fremont, Broadway & Ortiz sewer upgrade project through November 2022.
- \$60,420.00 to Monterey Peninsula Engineering for Services for Noche Buena/Mingo Storm Drain Improvements project through February 2023.
- \$29,258.00 to Monterey Regional Waste Mgmt. Dist. for Franchise Payment from Green Waste for FY 2022-23.
- \$58,874.96 to One Workplace L. Ferrari, LLC for Furnishings for the new City Hall Staff trailer.
- \$11,245.00 to Pavement Engineering, Inc. for Pavement condition evaluation & PMP update services for the periods of July-September 2022 & November 2022-February 2023.
- \$60,640.95 to PG&E for Collective accts for street lights, highway lighting, park lights and city office buildings. Service for the statement period of March 2023.
- \$12,700.00 to Premo Roofing Company for Removal & installation services of new skylight at Public Works Department; Asphalt shingle roof repair services at 1124 Wheeler St.
- \$15,995.50 to Raimi & Associates, Inc. for Professional services for the City's 6th Cycle Housing Element for the period of February 2023.
- \$197,734.90 to Randazzo Enterprises Inc. for Fort Ord Demolition Phase 1A project services through January 13, 2023.
- \$16,074.75 to Rincon Consultants, Inc. for Professional services (CEQA) for Fire

- Station 2 plan review through March 31, 2023.
- \$21,411.25 to RRM Design Group for Professional architectural and engineering services for the Fire Station 2 project through March 15, 2023.
 - \$26,587.50 to Schaaf & Wheeler, Consulting Civil Engineer for Professional engineering support services for the period of February 2023; Watermaster Plan project services for the period of February 2023.
 - \$10,637.50 to Schaaf & Wheeler, Consulting Civil Engineer for Professional engineering support services through December 2022.
 - \$20,075.94 to Sturdy Oil Company for 757 gallons of regular gas (ethanol) and 1,904 gallons of clear diesel delivered to the public works department on 3/10/23; 1,800 gallons of regular gas (ethanol) and 417 gallons of clear diesel delivered to the public works department on 3/22/23.
 - \$11,530.63 to Sturdy Oil Company for 2,004 gallons of regular gas (ethanol) and 603 gallons of clear diesel delivered to the public works department on 3/1/23.
 - \$55,298.59 to U.S. Bank-Calcard for City of Seaside purchase card transactions for the billing period of February 2023.
 - \$50,522.36 to U.S. Bank-Calcard for City of Seaside purchase card transactions for the billing period of March 2023.
 - \$729,533.31 to U.S. Bank St. Paul for City of Seaside joint powers financing authority lease revenue bonds: Measure X Road Improvements & Cutino Park Improvement Projects.
 - \$234,371.48 to U.S. Bank St. Paul for City of Seaside joint powers financing authority lease revenue bonds (2006 Bayonet and Blackhorse Gold Course Project).
 - \$21,473.10 to Wallace Group for SCSD professional services for Fremont, Broadway, & Ortiz project through February 2023; February 2023 services for Ellis Park Improvements; February 2023 services for Campus Town Water Augmentation Study; January-February 2023 services for American Tire Development Review; January-February 2023 services for American Legion Plan Review; February 2023 services for On-Call Water Strategy.
 - \$26,605.82 to Wallace Group for December 2022 services for Ellis Park Improvements; December 2022-February 2023 services for Del Monte Manor LID Project; December 2022 services for American Legion Plan Review; December 2022 services for On-Call Water Strategy.
 - \$24,838.05 to Whitson Engineers for Professional plan review for San Pablo Pedestrian Bridge & Ord Terrace School Crossing services for the periods of December 2022 & February 2023; February 2023 services for Fremont Center Medians Landscape Design Project.
 - \$13,977.48 to Whitson Engineers for Professional plan review for San Pablo Pedestrian Bridge services for the period of January 2023.

The Net Payroll and Payroll benefits total was \$2,931,166.95.

The remaining checks, totaling \$1,239,656.64, include payments to vendors for operating expenditures.

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

FISCAL IMPACT

There are no additional fiscal impacts.

ATTACHMENTS

None

Reviewed for Submission to the City Council by:

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



CITY OF SEASIDE STAFF REPORT

Item No.: 8.B.

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

FROM: Jaime M. Fontes, City Manager

BY: Loreene Bermudez-Onate, Accountant II

DATE: August 3, 2023

SUBJECT: APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of March 11, 2023 through April 21, 2023 including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending March 17, 2023, March 31, 2023, and April 14, 2023. Total Accounts Payable and Payroll for the above referenced period is \$867.74.

BACKGROUND

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

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

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

- No checks exceeded \$10,000.

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

FISCAL IMPACT

There are no additional fiscal impacts.

ATTACHMENTS

None



CITY OF SEASIDE STAFF REPORT

Item No.: 8.C.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Jessica Riley, Assistant Finance Director

DATE: August 3, 2023

SUBJECT: ACCEPT AND FILE THE CASH AND INVESTMENTS REPORT FOR THE CITY OF SEASIDE AND THE SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE FOR THE QUARTER ENDING JUNE 30, 2023

RECOMMENDATION

Accept and file the City of Seaside and the Successor Agency to the Redevelopment Agency of the City of Seaside Cash and Investment Report for the quarter ending June 30, 2023.

BACKGROUND

Section 53646 of the California State Government code requires the fiscal officer to prepare a quarterly report detailing the City's and the Agency's cash and investments. The City of Seaside's and the Successor Agency's Investment Policy requires a quarterly report. This report covers the Fiscal Year 2022-2023 2nd quarter beginning April 1, 2023, and ending June 30, 2023.

The June 30, 2023 report shows that approximately 99% of the portfolio is City of Seaside funds and 1% is Successor Agency Funds. 39% of the funds are invested in the Local Agency Investment Fund with the State of California.

FISCAL IMPACT

None.

ATTACHMENTS

1. LAIF Program Description
-

2. PMIA Performance Report 20230630
 3. LAIF Quarterly Apportionment Rates
 4. Q4 ending 06-30-2023 exhibit A, B, C
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager



LOCAL AGENCY INVESTMENT FUND

Program Description

The Local Agency Investment Fund (LAIF), a voluntary program created by statute, began in 1977 as an investment alternative for California's local governments and special districts and it continues today under Treasurer Fiona Ma's administration. The enabling legislation for the LAIF is Section 16429.1 et seq. of the California Government Code.

This program offers local agencies the opportunity to participate in a major portfolio, which invests hundreds of millions of dollars, using the investment expertise of the State Treasurer's Office professional investment staff at no additional cost to the taxpayer.

The LAIF is part of the Pooled Money Investment Account (PMIA). The PMIA began in 1955 and oversight is provided by the Pooled Money Investment Board (PMIB) and an in-house Investment Committee. The PMIB members are the State Treasurer, Director of Finance, and State Controller.

The Local Investment Advisory Board (LIAB) provides oversight for LAIF. The Board consists of five members as designated by statute. The State Treasurer, as Chair, or her designated representative, appoints two members qualified by training and experience in the field of investment or finance, and two members who are treasurers, finance or fiscal officers or business managers employed by any county, city or local district or municipal corporation of this state. The term of each appointment is two years or at the pleasure of the Treasurer.

All securities are purchased under the authority of Government Code Section 16430 and 16480.4. The State Treasurer's Office takes delivery of all securities purchased on a delivery versus payment basis using a third party custodian. All investments are purchased at market and a market valuation is conducted monthly.

Additionally, the PMIA has Policies, Goals and Objectives for the portfolio to make certain that our goals of Safety, Liquidity and Yield are not jeopardized and that prudent management prevails. These policies are formulated by Investment Division staff and reviewed by both the PMIB and the LIAB on an annual basis.

The State Treasurer's Office is audited by the Bureau of State Audits on an annual basis and the resulting opinion is posted to the State Treasurer's Office website following its publication. The Bureau of State Audits also has a continuing audit process throughout the year. All investments and LAIF claims are audited on a daily basis by the State Controller's Office as well as an internal audit process.

Under Federal Law, the State of California cannot declare bankruptcy, thereby allowing the Government Code Section 16429.3 to stand. This Section states that "moneys placed with the Treasurer for deposit in the LAIF by cities, counties, special districts, nonprofit corporations, or qualified quasi-governmental agencies shall not be subject to either of the following: (a) transfer or loan pursuant to Sections 16310, 16312, or 16313, or (b) impoundment or seizure by any state official or state agency."

During the 2002 legislative session, California Government Code Section 16429.4 was added to the LAIF's enabling legislation. This Section states that "the right of a city, county, city and county, special district, nonprofit corporation, or qualified quasi-governmental agency to withdraw its deposited moneys from the LAIF, upon demand, may not be altered, impaired, or denied in any way, by any state official or state agency based upon the state's failure to adopt a State Budget by July 1 of each new fiscal year."

The LAIF has grown from 293 participants and \$468 million in 1977 to 2,362 participants and \$26.7 billion at the end of December 2019.



PMIA/LAIF Performance Report as of 07/19/23



Quarterly Performance Quarter Ended 06/30/23

LAIF Apportionment Rate ⁽²⁾ :	3.15
LAIF Earnings Ratio ⁽²⁾ :	0.00008636172883763
LAIF Administrative Cost ^{(1)*} :	TBD
LAIF Fair Value Factor ⁽¹⁾ :	0.984828499
PMIA Daily ⁽¹⁾ :	3.26
PMIA Quarter to Date ⁽¹⁾ :	3.01
PMIA Average Life ⁽¹⁾ :	260

PMIA Average Monthly Effective Yields⁽¹⁾

June	3.167
May	2.993
April	2.870
March	2.831
February	2.624
January	2.425

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 06/30/23 \$178.4 billion

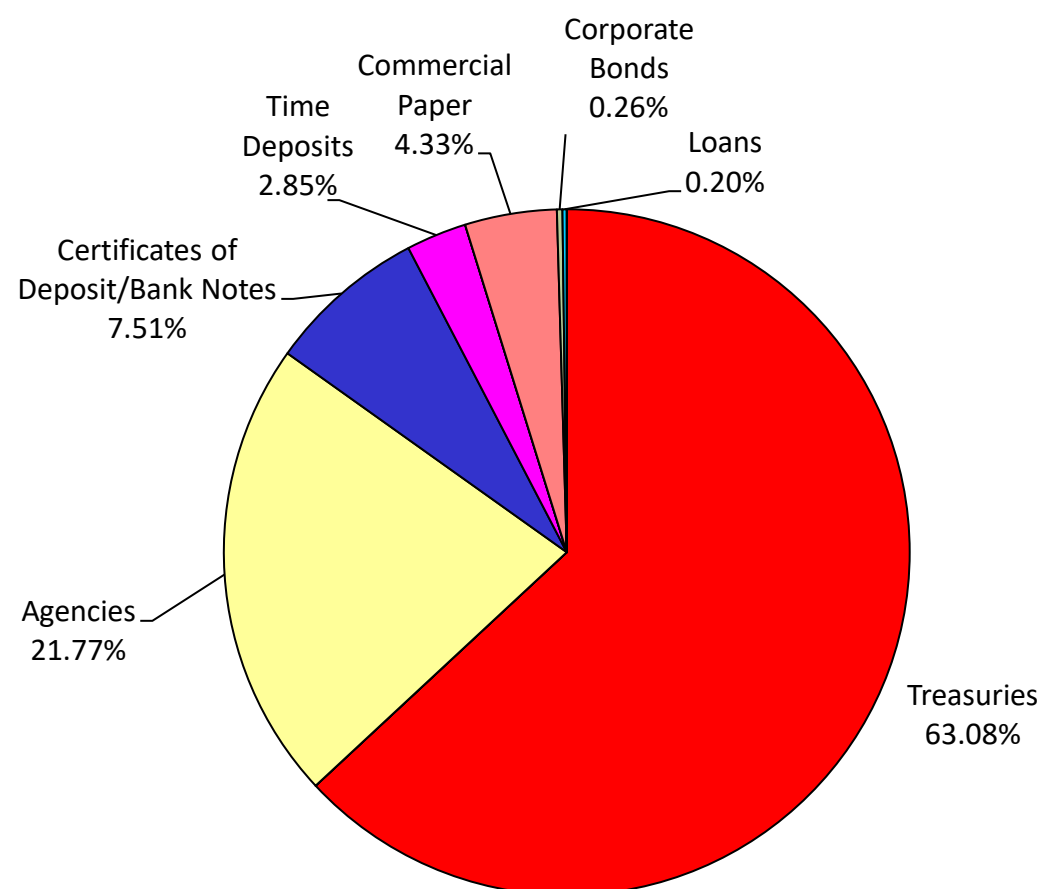


Chart does not include \$2,861,000.00 in mortgages, which equates to 0.002%. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

*The percentage of administrative cost equals the total administrative cost divided by the quarterly interest earnings. The law provides that administrative costs are not to exceed 5% of quarterly EARNINGS of the fund. However, if the 13-week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly EARNINGS of the fund for the subsequent fiscal year.

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller



LOCAL AGENCY INVESTMENT FUND

Quarterly Apportionment Rates

	March	June	September	December
1977	5.68	5.78	5.84	6.45
1978	6.97	7.35	7.86	8.32
1979	8.81	9.10	9.26	10.06
1980	11.11	11.54	10.01	10.47
1981	11.23	11.68	12.40	11.91
1982	11.82	11.99	11.74	10.71
1983	9.87	9.64	10.04	10.18
1984	10.32	10.88	11.53	11.41
1985	10.32	9.98	9.54	9.43
1986	9.09	8.39	7.81	7.48
1987	7.24	7.21	7.54	7.97
1988	8.01	7.87	8.20	8.45
1989	8.76	9.13	8.87	8.68
1990	8.52	8.50	8.39	8.27
1991	7.97	7.38	7.00	6.52
1992	5.87	5.45	4.97	4.67
1993	4.64	4.51	4.44	4.36
1994	4.25	4.45	4.96	5.37
1995	5.76	5.98	5.89	5.76
1996	5.62	5.52	5.57	5.58
1997	5.56	5.63	5.68	5.71
1998	5.70	5.66	5.64	5.46
1999	5.19	5.08	5.21	5.49
2000	5.80	6.18	6.47	6.52
2001	6.16	5.32	4.47	3.52
2002	2.96	2.75	2.63	2.31
2003	1.98	1.77	1.63	1.56
2004	1.47	1.44	1.67	2.00
2005	2.38	2.85	3.18	3.63
2006	4.03	4.53	4.93	5.11
2007	5.17	5.23	5.24	4.96
2008	4.18	3.11	2.77	2.54
2009	1.91	1.51	0.90	0.60
2010	0.56	0.56	0.51	0.46
2011	0.51	0.48	0.38	0.38
2012	0.38	0.36	0.35	0.32
2013	0.28	0.24	0.26	0.26
2014	0.23	0.22	0.24	0.25
2015	0.26	0.28	0.32	0.37
2016	0.46	0.55	0.60	0.68

	March	June	September	December
2017	0.78	0.92	1.07	1.20
2018	1.51	1.90	2.16	2.40
2019	2.55	2.57	2.45	2.29
2020	2.03	1.47*	0.84	0.63
2021	0.44	0.33	0.24	0.23
2022	0.32	0.75	1.35	2.07
2023	2.74	3.15*		

*Revised per State Controller's Office

**CITY OF SEASIDE and THE SUCCESSOR AGENCY
SUMMARY OF POOLED CASH AND INVESTMENTS
AS OF JUNE 30, 2023**

DESCRIPTION	INSTITUTION	VALUATION	AMOUNT
LAIF - City Funds	State Treasurer	Market	\$ 24,016,723.65
General Checking	Bank of West	Market	\$ 25,327,124.08
Money Market	Bank of West	Market	\$ 6,741,908.67
2022 Lease Escrow Account	Webster Bank	Market	\$ 29,090.89
PARS Retirement Account	US Bank	Market	\$ 20,093.88
PARS 115 Trust	PARS	Market	\$ 3,122,850.44
York Tail Claims	Bank of America	Market	\$ 29,629.80
Bond 2018 Cutino Reserve account	US Bank	Market	\$ 1,028,758.92
Bond 2018 Measure X Reserve account	US Bank	Market	\$ 16.59
Bond 2014 Reserve account	US Bank	Market	\$ 83.27
Bond 2006 Reserve & Installment accounts	US Bank	Market	\$ 573,939.23
Pension Obligation Bond Program Reserve account	Wells Fargo Bank	Market	\$ 37,167.83
Total			\$ 60,927,387.25

I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's and the Agency's anticipated expenditure requirements for the next six months.
(California Code Section 53646)

Investments in this report meet the requirements of the City of Seaside's and the Successor Agency's Investment Policy.

Respectfully submitted,

Jaime Fontes
City Manager

**CITY OF SEASIDE and THE SUCCESSOR AGENCY
SUMMARY OF POOLED CASH AND INVESTMENTS
AS OF JUNE 30, 2023**

	Yield	Book Value	% of Total	Market Value
<u>Investments</u>				
State Treasurer LAIF - City Account	1.35%	24,016,723.65	39.42%	24,016,723.65
<u>Checking Account</u>				
Bank of West - General Checking	0.00%	25,327,124.08	41.57%	25,327,124.08
Bank of West - Money Market	0.61%	6,741,908.67	11.06%	6,741,908.67
Webster Bank - 2022 Lease	0.12%	33,551.02	0.06%	29,090.89
PARS Retirement Account	1.80%	20,093.88	0.03%	20,093.88
PARS 115 Trust	5.46%	3,122,850.44	5.13%	3,122,850.44
Bank of America-York Checking	0.00%	29,629.80	0.05%	29,629.80
<u>US Bank - Cutino Revenue 2018 Bonds</u>				
Installment Payment, Reserve	0.00%	1,028,758.92	1.69%	1,028,758.92
<u>US Bank - Measure X Revenue 2018 Bonds</u>				
Installment Payment, Reserve	0.01%	16.59	0.00%	16.59
<u>US Bank - Redevelopment Agency Merged Area Refunding 2014 Bonds</u>				
Installment Payment, Reserve	2.05%	83.27	0.00%	83.27
<u>US Bank - Golf Course 2006 Bonds</u>				
Installment Payment, Reserve	0.00%	573,939.23	0.94%	573,939.23
<u>US Bank - PNC Equipment Lease Escrow Account</u>				
	0.00%	-	0.00%	-
<u>Wells Fargo Bank</u>				
Pension Obligation Bond Program Reserve Account	4.02%	37,167.83	0.06%	37,167.83
Total Cash and Investments		60,931,847.38	100.00%	60,927,387.25

CITY OF SEASIDE and THE SUCCESSOR AGENCY
CASH AND INVESTMENT ACTIVITY REPORT FOR THE PERIOD
APRIL 1, 2023 THROUGH JUNE 30, 2023

<u>INSTITUTION</u>	<u>ACCOUNT STATUS</u>	<u>BEGINNING BALANCE</u>	<u>DEPOSITED</u>	<u>EXPENDED or TRANSFERRED</u>	<u>INTEREST EARNED</u>	<u>ENDING BALANCE</u>
INVESTMENTS						
LAIF - City	OPEN	\$ 23,855,938.48	-		160,785.17	\$ 24,016,723.65
CHECKING ACCOUNT						
Bank of West - General Checking	OPEN	\$ 19,643,917.91	20,298,327.98	14,615,121.81		\$ 25,327,124.08
Bank of West - Payroll Checking	OPEN	\$ -	7,152,051.06	7,152,051.06		\$ (0.00)
Bank of West - Money Market	OPEN	\$ 6,721,443.70	-	-	20,464.97	\$ 6,741,908.67
Bank of West - Athens Tail Claims	OPEN	\$ 0.00	1,801.61	1,801.61	-	\$ 0.00
Webster Bank - 2022 Lease	OPEN	\$ 33,551.02	-	4,478.16	18.03	\$ 29,090.89
PARS Retirement Account	OPEN	\$ 22,407.85	14,340.00	16,843.46	189.49	\$ 20,093.88
PARS 115 Trust	OPEN	\$ 3,045,649.88	-	4,235.75	81,436.31	\$ 3,122,850.44
Bank of America York Tail Claims	OPEN	\$ 29,629.80	-	-	-	\$ 29,629.80
<i>BOND RESERVE ACCOUNT - HELD BY TRUSTEES</i>						
Bond 2018 Cutino Accounts - Reserve, Interest	OPEN	\$ 1,028,745.53	287,184.06	287,184.39	13.72	\$ 1,028,758.92
Bond 2018 Meas X Accounts - Reserve, Interest	OPEN	\$ 1,238,875.95	442,364.69	1,681,240.64	16.59	\$ 16.59
Bond 2014 Accounts - Reserve, Interest	OPEN	\$ 82.43	0.02	0.02	0.84	\$ 83.27
Bond 2006 Accounts - Reserve, Installment	OPEN	\$ 339,562.51	234,371.48	-	5.24	\$ 573,939.23
Wells F Pension Obligation Bond Prog-Reserve Acct.	OPEN	\$ 776,575.11	80,693.17	828,071.51	7,971.06	\$ 37,167.83
		\$ 56,736,380.17	28,511,134.07	24,591,028.41	270,901.42	\$ 60,927,387.25



CITY OF SEASIDE STAFF REPORT

Item No.: 8.D.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: August 3, 2023

**SUBJECT: APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM COMMUNITY PARTNERSHIP FOR YOUTH (CPY) FOR
SUMMER PROGRAM**

RECOMMENDATION

Approve a request from CPY for a donation of \$3,000.00 from the Mayor's Youth Fund to help cover the costs associated with their summer program.

BACKGROUND

Community Partnership for Youth is requesting a \$3,000.00 donation from the Mayor's Youth Fund to help cover the cost associated with their summer program. They will use the funds for instructional, art, art supplies as well as transportation costs. Community Partnership for Youth provides many services to at risk youth in Seaside, including homework support, reading assistance, one-on-one mentorship, and life-skills guidance, along with other enrichment activities. By working daily with individual students, mentor- tutors come to understand the often-complex needs and learning styles of each child. This summer, they plan to build on the successes they have had with their students. Activities with Kids Eat Right (Montage Health), MY Museum, The Wahine Project, Sea Star Horse Sanctuary, Soccer and Football Camps, Bike Rodeo with Fire and Police, and Del Monte Conservatory will all be implemented to expose their students to opportunities they would not otherwise have.

Recycling and teaching their students to care for their environment has always been a part of their culture. Maintaining the cleanliness of the Juan Cabrillo Campus and Ord Terrance Campus gardens will be a priority of their "Planet Rangers". This club was formed years ago to instill pride in the community and surroundings.

Based on the information provided in the application, the request meets the criteria for

the Mayor's Youth Fund Policy. They received their last donation at the May 19, 2022 City Council meeting. They submitted their 2022 Mayor's Youth Fund Closing Report within the 60 day time frame.

FISCAL IMPACT

This request would be funded by a donation from the Green Waste Recovery's donation to the Mayor's Youth Fund. The current balance is the Mayor's Youth Fund account (601-2106) is \$26,349.43. If the City Council approves this request, the balance will decrease to \$23,349.43. This is for fiscal year 2023/24.

In the event that all of the funds in the Mayor's Youth Fund become exhausted, staff will keep a file of all applications. Once Green Waste issues the next round of funding, all applications on file will be processed at the next available City Council meeting.

ATTACHMENTS

1. CPY Mayor's Youth Fund Request 2023
2. CPY - W-9 - 2023
3. CPY - 501(c)(3)
4. Mayor's Youth Fund Closing Report - CPY 2022

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

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

From: <noreply@civicplus.com>
To: <cityclerk@ci.seaside.ca.us>, <dmeewis@ci.seaside.ca.us>, <tnavarro@ci.s...
Date: 5/24/2023 1:38 PM
Subject: Online Form Submittal: Mayor Youth's Contribution Request

Mayor Youth's Contribution Request

Purpose

The Mayor's Youth Fund was created to provide supplemental financial assistance to students and non-profit groups that provide services to improve the lives of young people living in the City of Seaside. A policy has been developed to standardize the evaluation of contribution requests and ensure that the funds are used appropriately to serve the City's youth.

Eligible Applications

Contributions will only be made to, or on behalf of, students or organized groups, such as schools and non-profit organizations based in Seaside and/or serving a majority of Seaside residents (50%) that are 18 years old or younger or enrolled in high school. Faith based organizations may apply for contributions from the Mayor's Youth Fund if the funding is not used to support religious activities such as: Religious instruction, Sunday School, and Worship. In addition, activities funded by the Mayor's Youth Fund must be open to all persons without regard to their religious affiliation.

Submittal of Contribution Requests

In order to request a contribution, the following information must be provided in writing:

- Name of the organization, person(s) benefiting, proposed use of the funds, total amount needed or fundraising goal.*
- Description of other methods being used to raise funds and/or other contributors.*
- An explanation of how the group, activity, or event will benefit Seaside youth.*
- Written description of how the use of the funds will be specifically used for youth group activities/events and has a nexus to the goals related to recycle, cleanup, and "green" sustainability to ensure a healthy environment.*

- *How this request will provide a municipal benefit (ie., benefit the community).*

- *Proof of non-profit organization status (not a taxpayer's I.D number) and a current W-9 form.*

Evaluation Process & Criteria

Contributions can only be made if approved by the City Council. Funding requests will be evaluated based on their consistency with this policy, including the following criteria.

- *Scholastic, athletic, music, environmental and art activities will be considered for funding based on the quality of the proposed activity.*

- *Evidence of activities/events related to "reduce, reuse and recycle" to ensure a healthy environment.*

- *Contributions requests will be accepted from individuals and can be made to an organization on behalf of an individual member or student.*

- *Contributions are only paid to organizations, such as non-profit groups and schools.*

- *Contributions are intended to fund actual costs related to an event or activity. (Please see "Payment Process" information provided in the following area.)*

- *Contributions from the Mayor's Youth Fund are not intended to be the sole source of funds for an organization or program and will only be made to supplement other fundraising activities.*

- *How this request will provide a municipal benefit (ie., benefit the community).*

Contribution Limits

In order to equitably distribute funds available in the Mayor's Youth Fund, the following contribution guidelines have been developed, although all contributions are subject to the discretion of the City Council. In addition, funding will be limited to one contribution per year (every 12 months).

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

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

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

Payment Process

If a contribution is approved by the City Council, payment will be made to the authorized organization or directly to the vendor selected by the authorized organization after submittal of a receipt or the presentation of actual invoices. No funding can go directly to an individual. This process is required in order to provide documentation required to meet municipal auditing standards.

Funding Requirements

Funding is limited to one contribution per year (every 12 months). The Mayor's Youth Fund Closing Report Form must be submitted to staff at least 60 days upon completion of the event, activity or program. Applicants that do not furnish the form may not apply for funds for the following year. A representative from the organization is required to be at the Council meeting for their application to be heard. If no representative is present then the agenda item will be postponed to another City Council meeting upon notification by the applicant. Incomplete applications will not be forwarded for Council consideration; applications not answering the question related to reduce, reuse or recycle are considered incomplete.

Individual Requests

Please attach an itemized list of all expenses. Amount of donation may not exceed 25% of the total cost of the activity and not exceed \$1,000. Applications that are incomplete will be returned.

Name of Organization	Community Partnership for Yputh
Name	Shari Hastey
Email Address	respect@cpy.org
Address	775 Kimball Ave
City	Seaside
State	CA
Zip Code	93942
Phone Number	18315951471
Additional Phone Number	Field not completed.
Percentage of Residents or Students of Seaside	95%

Number of Participants	180+
Ages of Participants	5 - 18
Criteria	
Applicants must meet at least one of the following criteria to be eligible for funding. Please select one or more from the following list:	Art, Athletic, Environmental, Music, Scholastic
Are you funding a reward for one of these activities?	No
Description of event, activity or program funding pertains to:	In summer, CPY provides academic, social, creative, and emotional learning time in a disguised-learning environment. Students are assigned to small groups for six weeks, where they write letters, read as a group or individually, and work on small projects together every morning. The afternoons are filled with art, technology, dance, nutrition, conservation projects, and many other activities. By working daily with individual students, mentor-tutors come to understand the often-complex needs and learning styles of each child. This summer, we plan to build on the successes we have had with our students. Activities with Kids Eat Right (Montage Health), MY Museum, The Wahine Project, Sea Star Horse Sanctuary, Soccer & Football Camps, Bike Rodeo with Seaside Fire and Police, and Del Monte Conservatory will all be implemented to expose our students to opportunities they would not otherwise have. We are so grateful for our partnerships!
Attach Additional Information as Necessary	2023 Summer Intersession Budget.pdf
Description of how the funds will be specifically used for youth groups activities/events and has a nexus to the goals of recycling, cleanup and "green" sustainability to insure a healthy environment:	We will use the funds for instructional, art, athletic supplies as well as transportation costs.(gas). Recycling and teaching our students to care for their environment has always been a part of our culture. Maintaining the cleanliness of the Juan Cabrillo Campus and Ord Terrace gardens will be a priority of our "Planet Rangers". This club was formed years ago to instill pride in our surroundings.
What other fundraising activities are you participating in to fund your	Please see attached Budget

event, program or activity
and what other funding
sources will supplement your
request?

Total Amount Requested:	3,000
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Electronic Signature Agreement	I agree.
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Electronic Signature	Shari R Hastey
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Date	5/24/2023
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Email not displaying correctly? [View it in your browser.](#)

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Community Partnership for Youth	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☒ Other (see instructions) ▶ Non Profit 501c3	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) 775 Kimball Avenue	Requester's name and address (optional) City of Seaside
	6 City, state, and ZIP code Seaside, CA 93955	400 Harcourt Seaside, CA 93955
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
7	7		-	0	3	1	0	2 3 7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>Anaxix Hitey</i>	Date ▶ <i>5/24/23</i>
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAY 13 1998

COMMUNITY PARTNERSHIP FOR YOUTH
C/O SHARI HASTEY
PO BOX 42
MONTEREY, CA 93942-0042

Employer Identification Number:
77-0310237

DLN:
17053108708048

Contact Person:
D. A. DOWNING
Contact Telephone Number:
(513) 241-5199

Our Letter Dated:
January 1993

Addendum Applies:
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,


District Director

Letter 1050 (DO/CG)

MAYOR'S YOUTH FUND CLOSING REPORT *

Date Mayor's Youth Fund was approved by council: May 19, 2022

Name of Organization: Community Partnership for Youth (CPY)

Contact: Alexis Gusty

Address: 175 Humboldt Avenue, CA 93855

Email/Phone: report@cp4.org (831) 595-1471

Amount of Donation Received: \$3,000

What Items were purchased with Mayor's Youth Fund Donation: June 1 - July 31
Art Supplies, Gas for Field trips, Balls
Instructional Supplies

Please describe the activities and the date the group/individual participated in related to reduce, reuse and recycle? Please provide written description, brief City Council presentation, and/or photos.

Please see attached.

Signature: Alexis R. Gusty

Date: 8.4.22

*This form is due 60 days upon receipt of funding by the applicant. Organizations that do not comply within the 60 day time period may not apply for funding for the following year.

1. The first part of the document is a letter from the President of the United States to the Congress, dated January 1, 1863. The letter is signed by Abraham Lincoln and is addressed to the Senate and House of Representatives. The letter discusses the state of the Union and the progress of the war against the Confederacy. It also mentions the Emancipation Proclamation and the importance of the Union's victory.

2. The second part of the document is a letter from the Secretary of the War Department to the Secretary of the Navy, dated January 1, 1863. The letter discusses the state of the war and the progress of the Navy's operations. It also mentions the importance of the Navy's victory.



P.O. Box 42
Monterey CA 93942
831-394-4279
fax 831-394-4229

www.cpy.org
www.facebook.com/CPY4kids

Non-profit 501 (c) 3
Corporate Tax # 77-0310237

Board of Directors

Tammi Suber-Duell,
President
Diana Ingersoll,
Past President
Deme Jamson,
Secretary
Yolanda Muñoz,
Treasurer
Monika Campbell
Daniel McKernan
Franco Pacheco
Gracie Rubio
Abra Tockerman

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Advisory Board**

Nick Borges
Billy DeBerry
Edie Ellis
Dean Flippo
William Sharpe
Jim Tunney

Executive Director
Shari Hastey

Program Director
Ben Bruce

Community Partnership for
Youth (CPY) is a prevention
program providing positive
alternatives to gangs, drugs
and violence while reinforcing
individual strengths.

**Building a Community
One Child At A Time**

August 4, 2022

City of Seaside
411 Harcourt
Seaside, CA 93955

RE: Mayor's Youth Fund Closing Report

Community Partnership for Youth (CPY) has much to be thankful for. CPY like everyone else, needed to figure out a way to continue to encourage our students and families through this challenging time. Our families have been impacted and the need continues to be great for some. Providing food on a weekly basis and emotional support has been our goal.

Our Summer Intersession started on June 13th, after two awesome days of staff training. Our high school students were involved in our training to be mentors. We recognize that our kiddos have been restricted in so many ways . . . so we set a goal to have every student come "off the hill" and experience something new. Our summer was full of a variety of activities that included a trip to MY Museum for our kinders and 1st Graders, learning to surf, gardening, as well as, outdoor educational experiences at Santa Lucia and Del Monte Properties. This along with art projects, Kids Eat Right, learning Sign Language, allowed students to express their thoughts, anxieties and joys. July 27th was our final day with a field trip to the Aquarium. Catching up academically was encouraged through disguised learning by writing thank you letters and reading individually and in small groups every day. Please see what the students have to say in a survey.

Recycling and teaching our students to care for their environment is a part of our CPY culture. Maintaining the cleanliness of the Ord Terrace Campus and gardens was a priority throughout the summer. As you read the newsletters you will see some of our awesome experiences highlighted.

CPY is blessed to have a city that is consistently looking for ways to help our students and families to be successful. We know that we could not do all that we are doing for the community without your support. **Thank you for your part in helping to make a difference.**

Sincerely,

A handwritten signature in blue ink that reads "Shari R. Hastey".

Shari R. Hastey
Executive Director

Attachments: Student Survey and Newsletters

Community Partnership for Youth (CPY)
2022 Summer Intersession
May 19 through August 4, 2022

	May 19 - Aug 4, 22
Other Income/Expense	
Other Income	
Business/Corporations	
1st Capital Bank	1,500.00
401.1 · CHOMP (Montage Health)	10,000.00
Smile Amazon	99.01
Total Business/Corporations	11,599.01
Churches	
405 · Carmel Presbyterian Church	
406 · Yellow Brick Road Benefit Shop	3,000.00
405 · Carmel Presbyterian Church - Other	800.00
Total 405 · Carmel Presbyterian Church	3,800.00
Total Churches	3,800.00
Foundations	
431 · Community Foundation Monterey C	50,000.00
437 · Pebble Beach Company Foundation	10,000.00
Total Foundations	60,000.00
440 · Individuals	
Appeal	76.58
443 · Board /Advisory	
444 · Board Appeal	1,654.10
443 · Board /Advisory - Other	3,876.41
Total 443 · Board /Advisory	5,530.51
Student Fees	
453 · Summer Intersession	3,880.00
Total Student Fees	3,880.00
440 · Individuals - Other	1,763.25
Total 440 · Individuals	11,250.34
Monterey Peninsula Unified SD	
Gifts in Kind	
454 · Facilities	41,045.00
Total Gifts in Kind	41,045.00
Total Monterey Peninsula Unified SD	41,045.00

Community Partnership for Youth (CPY)
2022 Summer Intersession
May 19 through August 4, 2022

	May 19 - Aug 4, 22
456 · Miscellaneous	
457 · Arts Council for Mty Cty	4,650.00
459 · City of Seaside	
459.C · Mayor's Youth Fund	3,000.00
459 CSS · Community Social Services Gr...	50,000.00
Total 459 · City of Seaside	53,000.00
Total 456 · Miscellaneous	57,650.00
Service Clubs	
466 A · Rotary Club of Monterey Pacific	1,000.00
Total Service Clubs	1,000.00
Total Other Income	186,344.35
Other Expense	
Monterey Peninsua U School Dist	
Gifts in Kind	
Facilities	41,045.00
Total Gifts in Kind	41,045.00
Total Monterey Peninsua U School Dist	41,045.00
540 · Meals & Entertainment	
543 · Training	1,220.86
Total 540 · Meals & Entertainment	1,220.86
550 · Personnel	
555 · Intersession	112,823.88
Total 550 · Personnel	112,823.88
562 · Program	
571 · Program Supplies	5,440.01
Total 562 · Program	5,440.01
Travel	
Shuttle/Van Maintence & Gas	1,657.59
Total Travel	1,657.59
Total Other Expense	162,187.34
Net Other Income	24,157.01
Net Income	24,157.01

ENTREVISTAS DEL VERANO

Durante los últimos días de nuestro programa de verano de 6 semanas estuvo lleno de crecimiento y diversión. Entrevistamos y preguntamos a un grupo de estudiantes qué es lo que han disfrutado este verano. Sus respuestas fueron muy cálidas y continúan haciéndonos saber que todos estamos aquí por un propósito mayor: Para proporcionar a nuestros jóvenes un ambiente seguro y estructurado que promueva límites saludables, una autoestima positiva y la capacidad de tomar buenas decisiones para una vida plena y exitosa. para una vida plena y exitosa.

"La intercesión de verano de CPY ha sido muy divertida para mí porque he podido jugar con gente nueva e introducirme para hacer nuevos amigos".

- Solame, Edad: 10, Grado: 4

"Mi parte favorita de la intercesión de verano fue durante nuestro tiempo del círculo. Esto era porque me encantaba cantar en voz alta con todos los demás, especialmente cuando cantábamos mi canción favorita de CPY. "Voy a llegar a la cima".

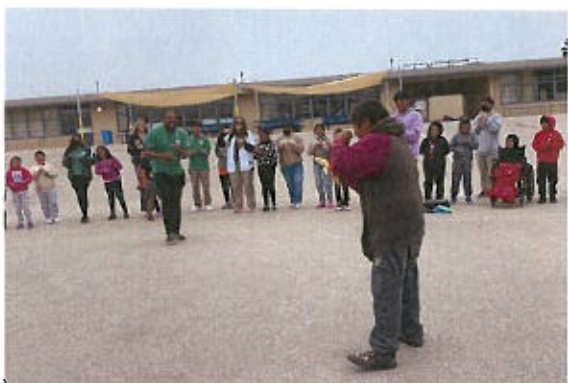
- Alondra, Edad: 10, Grado: 4

"Me gustó pasar el verano siendo creativo. Me encantó usar mi tiempo dibujando arte de estilo cómico con Mr. Jorge".

- Andrew, Edad: 10, Grado: 4

"Cuando sea mayor me gustaría ser líder y maestra como Ms. Ruth. Realmente disfruté la interacción con la clase de kindergarten durante el verano".

- Lesly, Edad: 10, Grado: 4



INTERCESIÓN DE VERANO

Repaso de la sexta semana

RESUMEN DEL VERANO

Esta última semana de nuestra intercesión de verano fue definitivamente una para recordar. Estuvo llena de alegría, experiencias, emociones y muchas actividades divertidas al aire libre. Cada día nuestros estudiantes trajeron su tanque lleno de energía en nuestro círculo de la mañana para cantar sus canciones favoritas de CPY junto con nuestros líderes. A lo largo de la semana disfrutaron siendo creativos y activos con los amigos que han conocido a lo largo de nuestro programa de verano. Muchos se unieron a juegos al aire libre como la carrera de canicas, el balón prisionero y el fútbol, para nombrar algunos mientras que todos tuvieron la oportunidad de ser creativos y hacer arte de gratitud para el personal de Ord Terrace Elementary para mostrar nuestro agradecimiento por hospedar nuestro programa de intercesión de verano aquí este año. En general, nuestros estudiantes y personal terminaron la semana 6 con un sentido de crecimiento. Muchos aprendieron a escribir cartas, conocer gente nueva y lo más importante aprender más sobre sí mismos.



SUMMER INTERVIEWS

During the last final days of our 6 week summer program which was full of growth and fun. We interviewed and asked a handful of students what did you enjoy this summer. Their answers were heart warming and continue to let us know that we are all here for a greater purpose: To provide our youth with a safe, structured environment that encourages healthy boundaries, positive self-esteem and the ability to make good choices for a full and successful life.

"CPY summer intersession was really fun for me because I've got to play with new people and introduce myself to make new friends".

- Solame, Age: 10, Grade: 4

"My favorite part about summer intersession was during our morning circle time. This was it because I loved singing aloud with everyone else especially when we sang my favorite CPY song. "I'm going to get to the top".

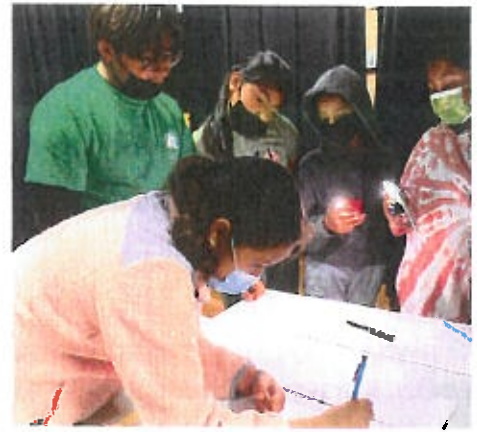
- Alondra, Age: 10, Grade: 4

"I enjoyed spending my summer being creative. I loved using my time drawing comic style art with Mr. Jorge".

- Andrew, Age: 10, Grade: 4

"When I grow up I'd like to be a leader and teacher like Ms. Ruth. I really enjoyed interacting with kindergarten during summer".

- Lesly, Age: 10, Grade: 4

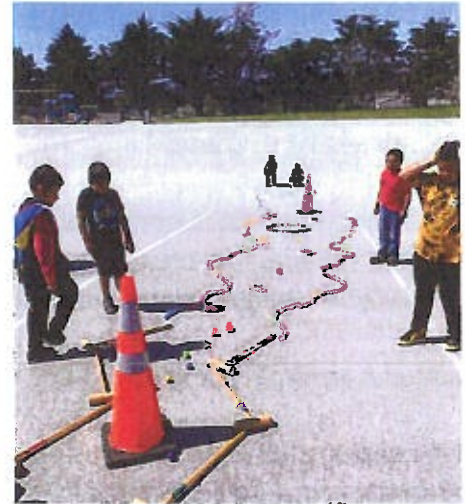


SUMMER INTERSESSION

Week 6 in Review

SUMMER RE-CAP

This final week of our summer intersession was definitely one to remember. It was full with excitement, experiences, emotions and lots of fun outdoor/indoor activities. Each day our students brought their full tank of energy into our morning circle to sing their favorite CPY songs along with our leaders. Over the course of the week they enjoyed being creative and active with friends they've made over our summer program. Many joined outdoor games such as marble run, dodge ball and soccer to name a few while everyone had the opportunity to be creative and make gratitude art for The Ord Terrace Elementary staff to show our appreciation for hosting our summer intersession program here this year. Overall our students and staff ended week 6 with a sense of growth. Many learned how to write letters, meet new people and most importantly learn more about themselves.



GRATITUDE ART

En un programa normal de CPY, cada día dedicamos tiempo a escribir cartas a personas y organizaciones de la comunidad que nos han ayudado. Esto enseña a nuestros alumnos un par de cosas importantes: Refuerza que no se nos debe nada y que debemos nada y que debemos estar universalmente agradecidos. Ayuda a perfeccionar nuestras habilidades de escritura. Por último, nos ayuda a aprender a aceptar la corrección y la ayuda.

Sin embargo, la semana pasada cambiamos un poco las cosas. Nosotros tuvimos la suerte de recibir lienzos de MI Museo. En lugar de escribir nuestros agradecimientos hemos creado arte para expresar nuestra gratitud!

Pintar lienzos para nuestros colaboradores fue muy divertido. disfruté mucho pintando con los dedos. Fue una forma divertida de mostrar mi lado creativo y dar las gracias.

- Angelina, edad: 7 años, primer grado



RODEO DE BICICLETAS CON EL DEPARTAMENTO DE POLICÍA Y BOMBEROS DE SEASIDE

El viernes pasado, le dimos la bienvenida a los Departamentos de Policía y Bomberos de Seaside a nuestro campus de Ord Terrace para un Rodeo de Bicicletas. Ellos fueron muy generosos y trajeron cascos para cada uno de los estudiantes y ayudaron mientras corríamos carreras de obstáculos en bicicleta. Fue genial ver a nuestros oficiales de seguridad interactuar con nuestra comunidad.

"Me gustó mucho el rodeo en bicicleta del viernes pasado. Mi parte favorita fue el recorrido en bicicleta. Me encantaría volver a hacerlo el año que viene con ellos".

- Andrew, Edad: 10, Grado: 4



INTERCESIÓN DE VERANO

Repaso de la quinta semana

EL CAMPAMENTO DE SURF DEL PROYECTO WAHINE

La semana pasada tuvimos la suerte de poder enviar a más de 40 de nuestros alumnos al campamento de surf del Proyecto Wahine. Fue una oportunidad increíble, única en la vida. Cada mañana llevábamos a nuestros estudiantes a la playa de Del Monte y cuando volvían eran todo sonrisas. A lo largo del día aprendieron a surfear, conectaron con una parte importante de nuestro entorno local y muchos volvieron con una sensación de crecimiento personal.

Este verano me uní al proyecto Wahnie. He aprendido mucho sobre mí mismo aquí mientras aprendía a surfear. Fue un reto el equilibrio sobre la tabla, pero el hecho de no rendirme me llevó a lograr mi objetivo de surfear. Fue muy divertido". - Diego, edad: 10 años, cuarto grado.

Estamos muy agradecidos con el increíble personal de Wahine por hacer esto posible y dar la bienvenida a nuestros estudiantes a su programa.



GRATITUDE ART

In a normal CPY program, each day we take time to write letters to people and organizations in the community who have helped us. It teaches our students a couple of important things: It reinforces that we are not owed anything and we must have an attitude of gratitude. It helps hone our writing skills. Finally, it helps us learn to take correction and help.

This past week, however, we changed it up a little! We were very lucky to receive canvases from MY Museum. Rather than write our thank yous. We have created art to express our gratitude!

'Canvas painting for our supporters was a lot of fun. I really enjoyed painting with my fingers. It was a fun way to show my creative side and say thank you.

- Angelina, Age: 7, Grade 1



SEASIDE POLICE AND FIRE BIKE SAFETY RODEO

This past Friday, we welcomed the Seaside Police and Fire Departments to our Ord Terrace campus for a Bike Safety Rodeo! They were very generous and brought helmets for each of the students and helped as we ran bike obstacle courses. It was great to see our safety officers interact with our community.

"I really enjoyed the bike rodeo last Friday. My favorite part was the bike course. I would love to do this again next year with them!"

- Andrew, Age: 10, Grade 4



SUMMER INTERSESSION

Week 5 in Review

THE WAHINE PROJECT SURF CAMP

This past week, we were lucky to have the opportunity to send over 40 of our students to the Wahine Project Surf Camp. It was an incredible, once-in-a-lifetime opportunity. Each morning we brought our students to Del Monte Beach and when they returned they were all smiles! Over the course of the morning, they learned to surf, connect with an important part of our local environment, and many returned with a sense of personal growth.

"I joined the Wahnie project this summer. I learned a lot about myself here while learning to surf. It was very challenging to balance on the board but not giving up led me to accomplish my surfing goal. It was so much fun."
- Diego, Age: 10, 4th Grade

We are so grateful to the amazing folks over at Wahine for making this possible and welcoming our students to their program.



JARDINES COMUNITARIOS DE CPY

Este verano Ms. Alma y Ms. Karen han estado dirigiendo a nuestros estudiantes de todos los grados mientras plantan y cultivan jardines en diferentes lugares del campus. A los alumnos les encanta la plantación y el mantenimiento. Han plantado fresas, perejil y sandías, ¡sólo por nombrar algunos!

Jazlyn Resendiz, de segundo grado, compartió por qué le gusta esta actividad: "Me ha gustado regar las plantas porque al día siguiente crecen más. Mi parte favorita es excavar hoyos para plantar las flores sembradas y nutrirlas para que crezcan".



REGRESO AL CONSERVATORIO DEL BOSQUE DEL MONTE



La semana pasada, llevamos a un nuevo grupo de cuarto grado al bosque de Del Monte. Hicimos un increíble paseo hasta el frente del océano por Bird Rock. En camino, trabajamos en escuchar los sonidos y animales que normalmente no escuchamos en el campus.

Evelyn, del cuarto grado, dice: "La semana pasada fui al bosque de Del Monte en Pebble Beach. Tuve la oportunidad de escuchar muchos sonidos en el bosque. Oí leones marinos, pájaros y los pasos. Disfruté mucho de este viaje".

LENGUAJE DE SEÑAS CON MS. BRENDA

Cada martes, Ms. Brenda enseña el lenguaje de signos a un grupo de nuestros estudiantes. Les encanta la clase y la oportunidad de aprender!

"Mi nombre es Rhiannon y disfruto de la clase de lenguaje de signos con Ms. Brenda. Es muy divertido aprender una nueva manera de comunicarse".

- Rhiannon, tercer grado.



INTERCESIÓN DE VERANO

Repaso de la Cuarta Semana

SALUDOS DESDE ORD TERRACE

La cuarta semana ha llegado y se ha ido. Nuestros estudiantes tuvieron una semana enriquecedora que incluyó la jardinería, el lenguaje de signos y el trabajo en los postes de la paz! Llevamos a un nuevo grupo al Conservatorio del Bosque de Del Monte para explorar la belleza de nuestro entorno local. "Hay que enseñar a los niños cómo pensar, no qué pensar" Margaret Mead

PROYECTO DE LOS POSTES DE LA PAZ

Durante el verano, Mr. Jorge ha estado trabajando con los estudiantes de nuestros grupos de segundo y cuarto grado para crear postes de la paz. Los postes que nuestros estudiantes hicieron son especialmente para el Centro Ohana de Montage Health.

Mr. Jorge ofreció su opinión sobre el proyecto: "Me gusta porque veo que el interés de mi equipo en este proyecto me ha dejado sin palabras. Están muy concentrados y totalmente comprometidos con lo que están pintando. Ver sus sonrisas y ver que este poste se hace realidad me hace sentir muy feliz en mi corazón. Me hace saber que estamos trabajando con un propósito y creando algo hermoso juntos."

Alondra Trinidad es una estudiante quien ha estado trabajando en el proyecto. "He tenido la oportunidad de unirme con Mr. Jorge al proyecto de los postes de la paz. He aprendido que es un proceso largo pero divertido. Mi parte favorita fue dibujar nuestro diseño en el poste."



CPY COMMUNITY GARDENS

This summer Ms. Alma and Ms. Karen have been leading our students of all different grades as they plant and grow gardens in different spots on campus. The students love the planting and upkeep. They have planted strawberries, parsley, and watermelons, just to name a few!

Second grader Jazlyn Resendiz shared why she loves the activity: "I have enjoyed watering the plants because the next day they grow taller. My favorite part is digging holes to plant flowers seeded and nurture them to grow!"



RETURN TO DEL MONTE FOREST CONSERVATORY



This past week, we took a new group of 4th graders to the Del Monte forest. We did an amazing walk to the ocean front by Bird Rock. On the way, we worked on listening for sounds and animals we normally don't hear around campus.

4th grader Evelyn shares, "Last week I went to Del Monte Forest at Pebble Beach. I got to listen to many sounds in the forest. I heard sea lions, birds, and footsteps. I enjoyed this trip so much!"

SIGN LANGUAGE WITH MS. BRENDA

Each Tuesday, Ms. Brenda teaches sign language to a group of our students. They really love the class and the opportunity to learn!

"My name is Rhiannon and I enjoy Ms. Brenda's sign language class! It is so much fun to learn a new way to communicate." - Rhiannon, 3rd Grade



SUMMER INTERSESSION

Week 4 in Review

HELLO FROM ORD TERRACE!

Week 4 has come and left. Our students had an enriching week that included gardening, sign language, and working on peace poles! We took a new group out to Del Monte Forest Conservatory to explore the beauty of our local environment! "Children must be taught how to think, not what to think." — Margaret Mead

PEACE POLE PROJECT

Over the course of the Summer, Mr. Jorge has been working with students from our 2nd and 4th-grade groups to create Peace Poles. The poles our students create are made special for Montage Health's Ohana Center!

Mr. Jorge offered his insight on the project, "I like it because seeing my team's interest in this project has blown my mind away. They're so concentrated and fully engaged in what they're painting. Seeing their smiles and seeing this pole come to life brings me true happiness deep inside. It lets me know we're working with a purpose and creating something beautiful together."

Alondra Trinidad is one of our students who is working on the project. "I had the opportunity to join Mr. Jorge with the peace pole project. I've learned that it is a long process but a fun one. My favorite part was sketching our design on the pole"



MY MUSEUM

Nuestros estudiantes de kindergarten y de primer grado fueron recibidos por el increíble personal de MY museum. Cada grupo tuvo la oportunidad de tener toda la instalación para ellos y se divertieron mucho. Mientras nuestros alumnos jugaban e interactuaban con los objetos expuestos, adquirían experiencias increíbles y realizaban un gran aprendizaje activo.



CONSERVATORIO DEL BOSQUE DEL MONTE



Este verano, hemos tenido el privilegio de hacer visitas semanales al Bosque Del Monte. En cada viaje, la Coordinadora de Educación Ambiental, Kirsten Stember, lleva a nuestros estudiantes a una caminata por la naturaleza y luego los guía a través de un diario sobre las increíbles vistas y sonidos.

¡El grupo de esta semana pasada fue de cuarto grado! Nehemiah Henry refleja " Fuimos de paseo al bosque de Del Monte. Mi parte favorita fue estar en la naturaleza. Aprendí que si una planta tiene tres hojas hay que dejarla en paz. Estar en el bosque me hizo sentir tranquilo y relajado. Fue una experiencia increíble."

COLLAGE ART WITH LISA HANDLEY OF PLUMERIA PAPERCRAFT



"Me uní al arte de collage de papel con la Sra. Handley. Era la primera vez que hacía arte de collage con trozos de papel. Fue un proyecto genial y divertido para hacer para el 4 de julio. Me encantaría hacerlo de nuevo y recomendaría este colorido proyecto de arte a todos." Kelly Pineda, Edad:10





INTERCESIÓN DE VERANO

Repaso de la tercera semana

UNA SEMANA DE AVENTURA. DESCUBRIMIENTO Y CREATIVIDAD

¡Nuestros estudiantes tuvieron una semana emocionante la semana pasada! Desde la visita a MY Museum hasta la exploración del bosque Del Monte, tuvieron la oportunidad de abrir nuevas puertas y ver nuevas posibilidades. “Dos de los mayores regalos que le podemos ofrecer a nuestros niños son las raíces y las alas” - Hodding Carter

EL CAMPAMENTO DE FÚTBOL AMERICANO. JOHNSON – TONEY

Doce de nuestros estudiantes participaron en el décimo año del campamento de fútbol americano Johnson-Toney patrocinado por el Boys and Girls Club del condado de Monterey. El campamento está diseñado para promover una competencia sana para los atletas de todas las capacidades. Nuestros campistas van a probar sus habilidades y a divertirse aprendiendo los conceptos básicos del fútbol.

Ray Adams, un mentor de CPY se ofreció como voluntario en el campamento y trabajó con nuestros estudiantes. Él ofrecía la perspectiva: “El campamento de fútbol americano Johnson - Toney es un beneficio para los jóvenes independientemente del nivel de habilidad y es muy divertido sin importar la edad.

A el estudiante de cuarto grado, Josiah Bell le encantó su tiempo en el campamento. “Mi parte favorita del campamento fue que tuve un equipo amable y cariñoso. El nombre de mi equipo era los Texans. Fue muy divertido.”

Ya estamos ansiosos por volver el próximo verano.



MY MUSEUM

Our Kindergarteners and 1st graders were hosted by the amazing staff of My Museum. Each group had the opportunity to have the entire facility to themselves and a great deal of fun was had. As our students played and interacted with exhibits, they gained awesome experiences and did a ton of active learning.



DEL MONTE FOREST CONSERVATORY



This summer, we have had the privilege to make weekly visits to the Del Monte Forest. On each trip, Environmental Education Outreach Coordinator, Kirsten Stember takes our students on a nature hike and then guides them through journaling about the amazing sights and sounds.

This past week's group was our 4th graders! Nehemiah Henry reflects, "We went on a field trip to the Del Monte Forest. My favorite part was being out in nature. I learned that if a plant has three leaves you should let it be. Being in the forest made me feel calm and relaxed. It was an amazing experience."

COLLAGE ART WITH LISA HANDLEY OF PLUMERIA PAPERCRAFT



I joined the paper collage art with Mrs. Handley. It was my first time ever making collage art with pieces of paper. It was a cool fun project to make for the 4th of July. I would love to do it again and I would recommend this colorful art project to everyone. Kelly Pineda, Age: 10





SUMMER INTERSESSION

Week 3 in Review

A WEEK OF ADVENTURE. DISCOVERY. AND CREATIVITY

Our students had an exciting week last week! From heading to MY Museum to exploring Del Monte Forest, they got the opportunities to open new doors and see new possibilities! "Two of the greatest gifts we can give our children are roots and wings." – Hodding Carter

JOHNSON-TONEY FOOTBALL CAMP

Twelve of our students participated in the 10th Annual Johnson-Toney Football camp presented by Boys & Girls Clubs of Monterey County. The camp is designed to promote healthy competition for athletes of all abilities. Our campers go to test their skills and have fun learning football basics.

CPY Mentor Ray Adams volunteered at the camp and worked with our students. He offers the insight: "The Johnson-Toney Football Camps is a benefit to all youth regardless of skill level and is a ton of fun regardless of their age."

4th grader Josiah Bell loved his time at camp. "My favorite part about football camp is that I had a nice, caring team. My team's name was the Texans. It was so much fun!"

We can't wait to get back again next summer!



Community Partnership for Youth Summer 2022 Student Self-Evaluation

CPY Helps Me To:		97 Participants Surveyed							
		A lot		Some		A little		Not at all	
Get along better with my classmates	94.9%	33.7%	33	42.9%	42	18.4%	18	5.1%	5
Finish my letter / homework every day	99.0%	77.6%	76	12.2%	12	9.2%	9	1.0%	1
Solve my problems without fighting	90.7%	59.8%	58	18.6%	18	12.4%	12	9.3%	9
Be a better person	99.0%	59.8%	58	29.9%	29	9.3%	9	1.0%	1
Be more interested in going to school	92.8%	42.3%	41	24.7%	24	25.8%	25	7.2%	7
Stay out of trouble	93.8%	58.8%	57	26.8%	26	8.2%	8	6.2%	6
Make new friends	94.8%	52.1%	50	29.2%	28	13.5%	13	5.2%	5
Feel better about myself	95.9%	51.5%	50	22.7%	22	21.6%	21	4.1%	4
Have more adults to talk to	95.8%	59.4%	57	20.8%	20	15.6%	15	4.2%	4
Make good decisions	97.9%	58.3%	56	30.2%	29	9.4%	9	2.1%	2
Be respectful to others	100.0%	70.4%	69	23.5%	23	6.1%	6	0.0%	0
To be thankful	95.9%	72.2%	70	21.6%	21	2.1%	2	4.1%	4
Not get into trouble at school	88.7%	49.5%	48	30.9%	30	8.2%	8	11.3%	11
Be a leader not a follower	94.7%	54.7%	52	24.2%	23	15.8%	15	5.3%	5
Try new activities like sports and art	96.9%	64.9%	63	19.6%	19	12.4%	12	3.1%	3
Have more things to do (summer & after school)	96.7%	71.7%	66	17.4%	16	7.6%	7	3.3%	3
Be more interested in going to college	87.5%	47.9%	46	19.8%	19	19.8%	19	12.5%	12
Be more confident	97.9%	48.5%	47	33.0%	32	16.5%	16	2.1%	2
Read better	94.8%	53.1%	51	24.0%	23	17.7%	17	5.2%	5
Understand what I read	95.9%	56.7%	55	25.8%	25	13.4%	13	4.1%	4
Write better	97.9%	64.6%	62	18.8%	18	14.6%	14	2.1%	2
Understand math	90.7%	35.1%	34	25.8%	25	29.9%	29	9.3%	9
Learn to set goals	93.6%	51.1%	48	29.8%	28	12.8%	12	6.4%	6
Feel comfortable talking about how I feel	90.6%	44.8%	43	21.9%	21	24.0%	23	9.4%	9
Do good things for the community	97.9%	68.0%	66	21.6%	21	8.2%	8	2.1%	2
Meet new people of all ages	97.9%	65.6%	63	14.6%	14	17.7%	17	2.1%	2
Know that I can be or do anything	97.9%	75.5%	71	17.0%	16	5.3%	5	2.1%	2



CITY OF SEASIDE STAFF REPORT

Item No.: 8.E.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: August 3, 2023

**SUBJECT: APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM WORLD OUTREACH SERVICES, INC. FOR YOUTH
FINANCIAL LITERACY PROGRAM**

RECOMMENDATION

Approve a request from World Outreach Services, Inc. for a donation of \$3,000.00 from the Mayor's Youth Fund to help cover the costs associated with their Youth Financial Literacy Program.

BACKGROUND

World Outreach Services, Inc. is requesting a \$3,000.00 donation from the Mayor's Youth Fund to help cover the costs associated with their Youth Financial Literacy Program. Their program empowers youth with a foundation for money principals that will impact their lives for generations. Their program goals are to introduce youth to banking, checking, and savings; teach them what credit is and how credit works; understand financial planning; have them participate in a job placement program and teach the youth how to start planning for the future. During each session, there will be various projects that will promote the importance of recycling, clean-up and green sustainability among the youth for a healthy environment.

Based on the information provided in the application, the request meets the criteria for the Mayor's Youth Fund Policy. This is the first time that World Outreach Services, Inc. is requesting a donation for their Youth Financial Literacy Program.

FISCAL IMPACT

This request would be funded by a donation from the Green Waste Recovery's donation to the Mayor's Youth Fund. The current balance is the Mayor's Youth Fund account

(601-2106) is \$23,349.43. If the City Council approves this request, the balance will decrease to \$20,349.43. This is for fiscal year 2023/24.

In the event that all of the funds in the Mayor's Youth Fund become exhausted, staff will keep a file of all applications. Once Green Waste issues the next round of funding, all applications on file will be processed at the next available City Council meeting.

ATTACHMENTS

1. World Outreach Services Inc. - Mayor's Youth Fund Request - 2023
 2. World Outreach Services Inc. - W-09 - 2023
 3. World Outreach Services Inc. - 501(c)(3)
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager



MAYOR'S YOUTH FUND CONTRIBUTION REQUEST

CONTACT INFORMATION:

Organization: World Outreach Services, Inc.
 Name of Applicant: Gwen Nash
 Address: 1760 Fremont Blvd City: Seaside State: CA
 Phone: 702.557.4508 Email: info@was2006.org
 Number of Participants: 75 Seaside Residents / Students: 70 % Ages: 10-18

CRITERIA:

Applicants must meet at least one of the following criteria to be eligible for funding.

Please select one or more from the following list:

☒ Scholastic ☐ Athletic ☐ Music ☐ Environmental ☐ Art

Is funding a reward for one of these activities? ☐ No ☒ Yes, Educate through Mentorship

Description of event, activity, or program funding pertains to: (Attach additional information as necessary)

Youth Financial Literacy Program that empowers youth with
Foundation For Money Principles that would impact their lives
for generations. Training and mentoring will impact our local community
this investment will equip youth to respect money and value its power.

Description of how funds will be specifically used for youth groups, activities and events, and has a nexus to the goals of recycling, cleanup or "green" sustainability to insure a healthy environment:

During each session allot a time frame that showcases
and highlights various projects that promotes the importance
of recycling, clean-up and green sustainability among the youth
for a healthy environment.

What other fundraising activities are you participating in to fund your event, program, or activity?

What other funding sources will supplement your requests? Sponsorships, Fundraiser
and other projects to fund programs

Total Amount Requested: (See contribution limits) \$ 3000.00

Applicant Signature: Gwen Nash

Date: 7/13/2023

Page 3 of 4

Urban Development Programs

Overview

In 2005, Gwen Chambers-Nash founded World Outreach Services (W.O.S.) and World Outreach Evangelistic Ministries (W.O.E.M.). Both entities consist of workshops, conferences, seminars, training institutes, and resources for social services that are designed to assist/empower individuals and families through education awareness, both locally, nationally and globally.

Mission

The mission of World Outreach is to encourage life transformation and empower individuals on a physical, mental, social and spiritual level. Every local, national and worldwide participant will be empowered to achieve their individual life goal.



Creative Arts
Transitional Housing
Feeding & Homeless Projects
Men/Women Re-Entry Mentoring
Veterans & Senior Assistance Care
Youth & Adult Financial Literacy

Gwen Nash
Founder



Motto

"Giving & Assisting
Our
Community"



Purpose

World Outreach strives for a global outreach that liberates and strengthens men and women by promoting growth and relationships that impacts every aspects of their lives.

Services

Creative Arts
Utility Assistance
Transitional Housing
Feeding & Homeless Projects
Youth & Adult Financial Literacy
Men/Women Mentoring Programs
Senior Respite Assistance
Caregivers
Transportation Medical Appointments

wosinfo2006@gmail.com
702.557.4508
831.500.3636

Vision

World Outreach Services/World Outreach Evangelistic Ministries is founded on practical principals. Our aim is to serve with integrity and compassion within local communities while establishing a sound foundation for individual growth and independence. Our goal is to mentor and support individuals as they work to become a productive asset within their community.



Seaside, California
(702) 557-4508
Email: wosinfo2006@gmail.com
Website: wos2006.com

Youth/ Adult **Money Magnet 101** Financial Literacy Program

OVERVIEW

World Outreach Services Inc., (WOS) Urban Development Project, has developed two (2) programs to prepare or reestablish financially literate plans for our youth and adults futures. Hard working people in our country currently are suffering daily due to the lack of education or misinformation.

- Youth Financial Literacy Program
(16-21)
- Adult Financial Literacy Program
(22 & Up)

(WOS) has researched and discovered that 47% of high school Graduates understand and are financially literate for the future. However, more than 50% have no plan financially or understand their basic financial responsibility.

Between 2018 and 2020 a study through FINRA Investors Education Foundation was conducted with American college students between the ages of 17 and 34. What was discovered is only 17% could correctly answer 4 out of 5 questions pertaining to financial literacy.

This problem doesn't stop with youth and college students! We discovered that in today's economy, close to 70% of hard Americans can't account for \$500 to \$1,000 a month! That's \$6,000 to \$12,000 a year gone!

- 62% of Americans don't know basic banking!
- 16% of Americans are underbanked (Underbanked means households without a checking or savings account. An underbanked household is one that has a bank account but lacks adequate access to other traditional financial services, such as credit and loans.)
- Misinformation or No education of financial and investment planning causes: High personal debt, underbanked, bad credit, No health or Life planning, No educated investment planning.

GOALS

1. Introduce youth to banking checking and saving!
2. What is credit and how credit works!
3. Understand Financial Planning!
4. Participate in job placement program
5. How to start today planning for the future!
6. Why Health and Life Insurance are more than death Insurance!

SPECIFICATIONS

Workshops will provide presenters such as : Entrepreneurs, Business Owners, Business Developers, Bank VP's and Representation, Financial Advisors, and more.

MILESTONES OBJECTIVE

1. Offer suggestions for employment and means to build cashflow.
2. Train and assist to develop good money habits.
3. Create a path to financial literacy and security as a lifestyle.
4. Provide awareness concerning Bad and Good Credit status.
5. Create a budget plan tracking income and expenses.
6. Offer a plan for spending and savings.
7. Share why taxes are so important. The do's and don'ts!

Agency _____

Print _____

Signature _____

Title _____

Date _____

Youth
Money Magnet 101
Financial Literacy Program
Assessment Agreement

How many Participants

☐ 5-10

☐ 11-20

☐ 21-30 or More ☐

How many weeks training

☐ 1 | 4 weeks or 2 | 4 weeks

☐ 1 | 6 weeks or 2 | 6 weeks

☐ 1 | 8 weeks or 2 | 8 weeks

We would like Youth Money Magnet 101 Financial Literacy Program to held:

☐ On Site

☐ Off Site

☐ Afterschool Program

☐ Saturday Program

How will your agency cover training program assessment:

☐ Participant will pay assessment

☐ Agency will pay assessment

☐ Sponsorships will pay assessment

Date you agree to begin Youth Money Magnet 101 Financial Literacy Program

☐ June 2023

☐ July 2023

☐ Aug 2023 or Projected Dated _____

Comments : Note specific requirements to meet your agency needs

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. World Outreach Services INC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	
4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 1268 Soto Street	Requester's name and address (optional) Gwen Nash
6 City, state, and ZIP code Seaside CA 93955	P.O. Box 1755 Seaside, CA 93955
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	
51-0600523	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► Gwen Nash	Date ► 7/14/2023
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **DEC 22 2016**

WORLD OUTREACH SERVICES INC
1268 SOTO ST
SEASIDE, CA 93955

Employer Identification Number:
51-0600523
DLN:
17053320327006
Contact Person:
ANGELA M BENDER ID# 31162
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
May 15, 2016
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

Based on the information you submitted in your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is retroactive to your date of revocation.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar

Letter 947



CITY OF SEASIDE STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nick Borges, Acting Police Chief

DATE: August 3, 2023

SUBJECT: ACCEPT DONATION FROM FORMER POLICE CHIEF, ANTHONY SOLLECITO, OF REPLICA SEASIDE PD 1970 "MERCURY MONTEREY" POLICE CAR TO BE USED BY POLICE DEPARTMENT FOR COMMUNITY OUTREACH

RECOMMENDATION

Accept a donation of a replica 1970 "Mercury Monterey" Seaside Police vehicle and authorize the Police Department to utilize the vehicle in parades and community outreach events.

BACKGROUND

During former Seaside Police Chief, Anthony Sollecito's tenure as Seaside's police chief, he purchased and equipped a 1970 Mercury Monterey vehicle into a replica Seaside Police police car. The vehicle has only 86,000 miles 53 years later. He did this at his own expense and was authorized to use the vehicle for community events and parades in Seaside. The vehicle has been maintained since his retirement in 2007 and is in good working order. Mr. Sollecito modeled this vehicle after the first police car he drove when he worked as a reserve police officer in Seaside in the 1970's. This historic vehicle was also modeled after the first black and white police car on the Monterey Peninsula. Shortly after Seaside went back to a black and white vehicle, many agencies followed Seaside's lead and have kept their cars black and white for decades later. Having this vehicle will be a historic piece of our history and allow for enhanced community outreach to our residents.

FISCAL IMPACT

No fiscal impact

ATTACHMENTS

1. IMG_2577
 2. IMG_2575
 3. 710876896
 4. IMG_2576
 5. IMG_1637
 6. RESOLUTION CAR
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager









602



POLICE



RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**ACCEPTING DONATION OF 1970 MERCURY MONTEREY REPLICA
SEASIDE POLICE VEHICLE (ESTIMATED VALUE \$6,000)**

WHEREAS, the City of Seaside accepts the donation of the 1970 Mercury Monterey vehicle; and

WHEREAS, the Police Department is authorized to use it during community events and parades; and

WHEREAS, the City of Seaside is authorized to register and insure the vehicle;

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby accept the donation of the 1970 Mercury Monterey vehicle valued at \$6,000.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 4th day of November by the following vote:

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

Ian Oglesby, Mayor
City of Seaside

ATTEST:

Dominique Davis, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 8.G.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: August 3, 2023

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL
SERVICE AGREEMENT WITH VOLER STRATEGIC ADVISORS FOR
MEDIA RELATIONS FOR AN AMOUNT NOT TO EXCEED
\$24,000.00**

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute an agreement with Voler Strategic Advisors for media relations.

BACKGROUND

Volter Strategic Advisors is a full-service strategic communications firm offering public relations, crisis management, and communications strategies that help organizations achieve their full potential. They believe that great communications drive great results. They work with their clients to understand the mission, developing strategies to achieve the best outcomes. They abide by three core values; client centered, forward-thinking and results-driven.

Volter has been instrumental in assisting the City of Seaside with communications strategies for our Oaxaca By the Sea event, the Sister City efforts with Oaxaca de Juarez, Mexico, the International festival and the Broadway Stars, the Certified Farmer's Market, as well as a variety of pop-up events and ribbon cuttings. The attached proposal describes video production efforts as well as public information officer support. This current contract is for the months of July - September.

FISCAL IMPACT

\$24,000.00 to be paid from the City Manager's Office budget.

ATTACHMENTS

1. Volar Contract (2)
 2. Exhibit A -Seaside Volar Contract
 3. Volar Resolution
-

Reviewed for Submission to the City Council by:

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

Jaime M. Fontes, City Manager



**CITY OF SEASIDE
PROFESSIONAL SERVICES AGREEMENT
MEDIA RELATIONS**

This agreement is made by and between the City of Seaside (City), and Voler Strategic Advisors (Consultant).

- A. Engagement: The City agrees to engage the Consultant to provide as described in Exhibit A, attached hereto and, hereinafter referred to as "the Project."
- 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 on a time and materials basis in accordance with the standard billing rates shown in Exhibit B, attached hereto, not to exceed TWENTY FOUR THOUSAND DOLLARS (\$24,000.00).
- D. Expense Reimbursement: City will reimburse for professional services and expenses at cost upon submission of receipts.
- E. Method of Payment: The City shall pay within 30 days in accordance with Consultant's Fee Schedule, attached hereto, upon receipt of a written invoice from Consultant detailing services rendered.
- F. Term: The term of this agreement shall commence on August 3, 2023 and terminate November 3, 2023.
- 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 10 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: 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.

- I. **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 provision. 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.
- J. **Insurance:** Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as follows;

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 years after completion of the services required by this agreement.

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.

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.

K. Project Management. The (Contract Manager) will represent the City for all purposes under this Agreement. Melissa Savage, Assistant Engineer, 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. 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.
- b. 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.

M. Assignment

- a. 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 City. Because of the personal nature of the services to be rendered pursuant to this Agreement, Perla Rodriguez, Chief Executive Officer, shall perform the services described in this Agreement.
- b. Perla Rodriguez may use assistants under his/her supervision to perform services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of Perla Rodriguez from Consultant's employ. Should he/she leave Consultant's employ, the City 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 City Manager and the Consultant.

N. Conflict of Interest

- a. Consultant shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Contract.
- b. If City determines Consultant comes within the definition of Consultant under the Political Reform Act (Government Code §87100 et seq.) Consultant 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 Consultant's and/or such other person's financial interests.

O. 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.

Wherefore, the parties have entered into this agreement as of the later of the dates stated below.

Approved:

Dated: _____ CONSULTANT

By: _____

Title: _____

Address: _____

Dated: _____, 2023

City of Seaside:

By: Jaime M. Fontes

Title: City Manager

Attachments:

Exhibit A

Consultant's Proposal



CITY OF SEASIDE

PROPOSAL

June 22, 2023

www.VolerSA.com



June 22, 2023

Mr. Jaime Fontes
City Manager
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

Dear Mr. Fontes:

On behalf of Voler Strategic Advisors (Voler), thank you for providing our firm with the opportunity to serve the City of Seaside and its residents. Our award-winning communications team is excited to build upon the great collaborative efforts to date.

Below, I outline the terms of the agreement, including our scope of work.

Scope of Work

Video Production

Our award-winning video production team will regularly produce videos in support of the City's strategic initiatives/events. This will include bilingual marketing videos to promote upcoming events and key programs, event coverage highlights, and as needed.

From beginning to end, our experts will handle all aspects of these projects, including the development of the concepts, storyboarding, script-writing, interview preparation, video shoots, lighting, editing, graphics, special effects, etc.

Public Information Officer Support

With expertise in media outreach and visibility, our team will provide strategy and counsel on issues of interest to the press and community. We will write and distribute information to press outlets as needed.



Duration of Agreement

July 1, 2023 - September 30, 2023

Fee

\$8,000 per month

Conclusion

Again, thank you for the opportunity. We look forward to collaborating with the City of Seaside.

Sincerely,

A handwritten signature in black ink that reads "Perla A. Rodriguez". The signature is fluid and cursive.

Perla A. Rodríguez
Chief Executive Officer

If you agree to the above terms, please sign and date below:

Mr. Jaime Fontes, City Manager, City of Seaside

Date

FIRM QUALIFICATIONS AND EXPERIENCE

Voler Strategic Advisors is a full-service strategic communications firm offering public relations, crisis management, and communications strategies that help organizations achieve their full potential. We are passionate about public service and represent public agencies throughout California.

At Voler, we believe that great communications drive great results.

We pride ourselves in being out-of-the box thinkers and doers, who are client-centered and results-oriented. We leverage our team's intellectual capital to help clients build capacity, facilitate change, and achieve short- and long-term goals.

We are an award-winning communications team deeply rooted in the Silicon Valley, with 9 Emmy Awards, and numerous awards for ***excellence in communications***.

The California School Public Relations Association (CalSPRA) has recognized our work with public schools year after year. Here is an abbreviated list:

- Diversity, Equity and Inclusion, Multi-media Covid Education Campaign, 2022 Excellence Award
- Special Events, 8th Grade Promotion Ceremonies, 2022 Excellence Award
- Tactics in Media Relations, Affordable Teacher Housing, 2022 Merit Award
- Crisis Communication and Issue Management, 2022 Merit Award
- Best. Newsletter, 2021 Excellence Award
- Special Events, 2021 Excellence Award
- Best Logo, 2020 Excellence Award
- Best Overall Marketing Campaign, 2020 Excellence Award

Voler Strategic Advisors is a woman- and minority-owned company, certified by the Women's Business Enterprise National Council (WBENC), National Minority Supplier Development Council (NMSDC), and State of California.

We recognize the commitment to supplier diversity that is embraced by educational institutions, corporations and government agencies, and we are proud to bring diversity to your supply chain.



OUR LEADERSHIP

Perla A. Rodríguez **Chief Executive Officer**

With over 20 years of corporate leadership experience, Perla A. Rodríguez, Chief Executive Officer, has assembled a phenomenal team of professionals, trained by the best universities around the world. Together with her team members, distinguished leaders in their fields, Voler Strategic Advisors is providing innovative strategies and solutions to help clients achieve their objectives.



Well-known throughout corporate and media circles for her broad range of expertise and high level of professionalism, Rodríguez has worked for many of the biggest brands beyond the region, including Intel, Univision, PG&E, and the Public Policy Institute of California.

Previously, Rodríguez served as the Vice President of Public Affairs for Mi Pueblo Foods, where she was instrumental in building the company's first-ever public affairs department. She and her department were critical in earning the political and grassroots support to fuel the company's rapid expansion from 10 to 21 locations throughout Northern California within a two-year period. Under her leadership, Mi Pueblo created innovative philanthropic programs that engaged thousands of customers and invested over two million dollars benefiting students, families, and numerous nonprofit organizations.

Among her many accomplishments, Rodríguez has been recognized by her peers as a leader in the public relations industry. She has been recognized by the Silicon Valley Business Journal twice; in 2019 she was awarded a Latino Business Leadership Award, and in 2011 was recognized as one of the 100 most influential women in the Silicon Valley. The National Grocer's Association highlighted her for developing the Best Public Service campaign in the supermarket industry in 2011. In 2005, while working as a Community Affairs Manager for Univision 14, she was nominated for an Emmy Award as executive producer of the Exito Escolar education program.

Rodríguez holds a BA in international relations from Stanford University and an MPA from the University of San Francisco, with an emphasis in Health Services Administration. She is also a recent graduate of the Stanford Latino Entrepreneurship Initiative by the Stanford Graduate School of Business and the Latino Business Action Network (LBAN).

Outside of work, Perla dedicates much of her time to public service. She currently serves as Board President for San Jose Spotlight, San Jose's first nonprofit news organization. She continues to support education and college scholarships through her service on the Board of the Catalino Tapia Scholarship Foundation. In 2020, she was appointed to the Advisory Board of the University of San Francisco's Leo T. McCarthy Center for Public Service and the Common Good.

Dr. Fátima Rodríguez
Vice President

In her role as Vice President, Fatima is responsible for overseeing different areas of work, including Multi-Media Communications, Analytics & Reporting, and Special Initiatives.

She is a change agent and passionate about bringing her academic and professional experience forward to promote community engagement and empowerment. She brings a wealth of experience in research, policy, and operations through her work and partnerships in community health and managed care systems.

Prior to her work at Voler, Rodríguez worked at Kaiser Permanente's National Diversity and Inclusion office, where she served as a thought leader and subject matter expert operationalizing policy and collaborating with executive leadership, management, and frontline staff across the organization to transform care delivery. She also successfully completed a multi-year grant at L.A. Care Health Plan aimed to improve culturally and linguistically appropriate services to over 1 million Medi-Cal, Health Families, and Healthy Kids members in Los Angeles County.

Fatima M. Rodríguez is a published author of two editions of *The Nation's Health*, a health policy used in undergraduate programs in the United States and internationally, as well as co-author on topics related to language access, clinician linguistic proficiency, and health equity.

Fátima M. Rodríguez earned a BA in Human Biology with honors from Stanford University and a Master's degree in Public Health from the Community Health Sciences Program at University of California, Los Angeles. Rodríguez completed her doctoral studies at the School of Public Health at University of California, Berkeley.

Beatriz Ferrari
Communications Manager

A nine-time Emmy Award winner and veteran journalist, Beatriz Ferrari serves as Voler Strategic Advisors' Communications Manager.

Ferrari spent 18 years of her journalism career working at Univision KDTV 14 where she built her reputation as a fixture of the Bay Area press corps and won nine Emmy Awards. Previously, she reported for television and print media in Perú and Argentina. Highly fluent in English and Spanish, Ferrari is also an accomplished author and illustrator of more than 20 bilingual children's books that promote early childhood literacy.

As Voler Strategic Advisors' Communications Manager, Ferrari is responsible for the development of client communications strategies with an emphasis on bilingual strategies. Additionally, she leads media relations efforts for the firm.

Ferrari earned a bachelor's degree in Communications from the Universidad Nacional de Córdoba in Argentina.

Diego Barragan
Chief of Operations

Diego Barragan is Chief of Operations at Voler Strategic Advisors. With his experience, Barragan is an expert in strategy, messaging, policy development, policy analysis, budgets, and communications.

Having served in government at both the federal and local levels, Barragan brings a deep understanding of how government works, and how it can be utilized to move an agenda forward. At San José City Hall, as both a Legislative Director and Chief of Staff, Barragan was called upon to develop complex strategy to successfully move policy and critical budget priorities in the third largest city in California.

Currently, Barragan serves as a Commissioner on the Santa Clara County Airport Land Use Commission, appointed by the Santa Clara County Board of Supervisors, where he is responsible for administering federal and state land use regulations around property situated near Santa Clara County airports.

Prior to Voler, Barragan led the Santa Clara Valley Water District's communication efforts on critical infrastructure projects. Barragan received a BA in Political Science from San José State University and an MBA from Santa Clara University.

Gabriel Schrag
Lead Video Producer

Gabriel Schrag is our Lead Video Producer at Voler Strategic Advisors with an extensive history in social media marketing and advertising. Schrag is dedicated to the process of video production from the drafting of scripts and storyboards to the final editing and distribution of each product. His ability to envision the final product at the beginning of the creative process is what makes Schrag effective in his video production planning.

Skilled in Photography, Videography, Creative Writing, Video Editing, and Video Color Grading, Schrag has developed and assisted with the production of creative projects with a wide-array of diverse organizations. His expertise has contributed to promoting enrollment and brand awareness in school communities throughout California, and his artistic vision has created a legacy of attention-grabbing media content. Schrag creates driven, impactful content with our clients as an experienced member of Voler Strategic Advisor's Video Production team. Schrag holds a Bachelor of Arts in Film, Cinema, and Video Studies from California State University, Northridge.

RESOLUTION NO. XX-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH VOLER STRATEGIC ADVISORS FOR MEDIA RELATIONS FOR AN AMOUNT NOT TO EXCEED \$24,000.00.

WHEREAS, Voler Strategic Advisors is a full-service strategic communications firm offering public relations, crisis management, and communications strategies that help organizations achieve their full potential; and

WHEREAS, Voler has been instrumental in assisting the City of Seaside with communications strategies for our Oaxaca By the Sea event, the Sister City efforts with Oaxaca de Juarez, Mexico, the International day festival and the Broadway Walk of Fame, the Certified Farmer's Market, and a variety of pop-up events and Ribbon Cutting Ceremonies; and

WHEREAS, The City of Seaside has an immediate need for communications expertise since our communications specialist position was vacated December 2022; and

WHEREAS, Staff has determined the proposed scope of work and fees are reasonable considering the city's need; and

WHEREAS, there are available funds unallocated from the vacant communications position; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorize the City Manager to execute an Amendment to the Professional Services Agreement with Voler Strategic Advisors for an amount not to exceed \$24,000.00.

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside authorizes the Finance Director to make any necessary budget adjustments to pay Voler Strategic Advisors from the City Manager's account.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 3rd day of August 2023, by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 8.H.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: August 3, 2023

**SUBJECT: APPROVE A FEE WAIVER REQUEST FROM CENTRAL COAST
BOMBERS BASEBALL TEAM FOR THE USE OF SOPER FIELD AND
CUTINO PARK**

RECOMMENDATION

Approve a request from the Central Coast Bombers for a Fee Waiver of \$13,380.50 for the costs associated with the use of Soper Field, and Cutino Park from August 1, 2023, to October 31, 2023.

BACKGROUND

The Central Coast Bombers are requesting a Fee Waiver to use Cutino Park on Tuesday, Thursday, and Saturday and Soper Field on Tuesday & Thursday from August 5, 2023 - October 31, 2023. They would help keep up with the field maintenance and ensure that the parks are clean after each use. They will rake, drag, spike, and fill batter boxes as needed. They will also make sure to clean up all of the recycling following each practice and game.

The Central Coast Bombers are a local Seaside organization that is dedicated to serving the youth of our community and providing low or no-cost programs for its participants and their families. Ninety percent of their youth are Seaside residents and the coaches are from Seaside Pony Baseball. The Central Coast Bombers frequently represent Seaside in tournaments around the state and have even played in national tournaments in Cooperstown, New York. In addition to field use rental fees, there are "hard costs" associated with the maintenance of the fields and associated buildings. These costs are included in the fees for field use. However, if the field use fees are waived, the hard costs that the City incurs need to be considered. City staff are required to open and close restrooms at Soper and Cutino fields. The opening of the restrooms during the week is done during regular hours, and custodial staff close the restrooms on

weeknights, and open/close them on the weekends. There is also the cost of cleaning supplies and the time it takes for staff to clean the restrooms at each of the fields. During the season there is also increased activity at each of the locations, which equates to more supplies being used on a daily basis.

This is the 4th time that Central Coast Bombers have requested a fee waiver. Staff recommends that the City Council approve the request that the fees be waived for rental and hard costs for the use of Soper field and Cutino Park and require that the organization provide liability coverage.

FISCAL IMPACT

The approximate fees which are applicable to this request are:

Proposed fee waiver fees

Estimated fees for Soper field usage - \$5,712.50

Estimated fees for Cutino field usage - \$5,928.00

Estimated fees for light usage at Soper & Cutino Fields - \$1,267.50

Estimated "hard cost"

Staff hours for both fields - \$1,980.00

Restroom Supplies - \$1,500.00

TOTAL \$13,380.50

Should the City Council approve the request with the staff recommendation to waive all rental fees, the estimated fiscal impact is \$13,380.50

ATTACHMENTS

1. FW Request CCB
2. Bombers Fee 2023
3. Facility Use Request
4. Bombers Facility Field Use Application

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: Central Coast Bombers Baseball
Name of Applicant: Richard Miramantes
Address: 18 West Minster Ct City: Seaside State: CA
Phone: 831-521-9103 Email: centralcoastbombers831@gmail.com

EVENT INFORMATION:

Event Title: Practice
Event Description: Practice
Event Date: 8/1/2023 - 10/31/2023 Room(s) Requested: _____
Time (including set-up): 7pm - 9pm Approximate Number of Guests: 30

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: affordable youth baseball

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

What is your organization's tax identification number? 46-4798270

What percentage of your members or participants resides in Seaside? 75%

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: 07/12/2023

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____

Date: _____

Notes: _____

Central Coast Bombers
2023 FIELD USAGE CALCULATIONS

BASED ON PREVIOUS BOMBERS USAGE									
	Soper					Cutino			
2023 Bombers FIELD USAGE REQUESTED DATES Monday-Saturday	Tuesdays & Thursdays beginning 8/1 through 10/27 from 4:00 PM - 8:00 PM					Seaside Raiders have use of Cutino Monday - Friday, 5pm-7pm (7/24-8/18) They will go to Tue/Wed/Th starting 8/21. Request is for Tues & Thurs from 7pm-9pm & Saturdays 4-9			
			4hrs field usage						
Days	Field Usage Fee	Light Hours	BBQ Area Fee	Light Fee per hour	Total	Field Usage Fee	Light Hours	Light Fee per hour	Total
Sunday, July 30, 2023									
Monday, July 31, 2023									
Tuesday, August 1, 2023	\$116.00	1		\$32.50	\$149.50	\$58.00	1	\$32.50	\$91.50
Wednesday, August 2, 2023									\$0.00
Thursday, August 3, 2023	\$116.00	1		\$32.50	\$149.50	\$58.00	1	\$32.50	\$91.50
Friday, August 4, 2023									\$0.00
Saturday, August 5, 2023						\$116.00	1	\$32.50	\$149.50
Sunday, August 6, 2023									
Monday, August 7, 2023									
Tuesday, August 8, 2023	\$116.00	1		\$32.50	\$149.50	\$58.00	1	\$32.50	\$91.50
Wednesday, August 9, 2023									\$0.00
Thursday, August 10, 2023	\$58.00	1		\$32.50	\$91.50	\$58.00	1	\$32.50	\$91.50
Friday, August 11, 2023									\$0.00
Saturday, August 12, 2023						\$116.00	1	\$32.50	\$149.50
Sunday, August 13, 2023									
Monday, August 14, 2023									
Tuesday, August 15, 2023	\$58.00	1		\$32.50	\$91.50	\$58.00	1	\$32.50	\$91.50
Wednesday, August 16, 2023									\$0.00
Thursday, August 17, 2023	\$116.00	1		\$32.50	\$149.50	\$58.00	1	\$32.50	\$91.50
Friday, August 18, 2023									\$0.00
Saturday, August 19, 2023						\$116.00	1	\$32.50	\$149.50
Sunday, August 20, 2023									
Monday, August 21, 2023									
Tuesday, August 22, 2023	\$116.00	1		\$32.50	\$148.50	\$58.00	1	\$32.50	\$91.50
Wednesday, August 23, 2023									\$0.00
Thursday, August 24, 2023	\$116.00	1		\$32.50	\$148.50	\$58.00	1	\$32.50	\$91.50

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			4hrs field usage						
Days	Field Usage Fee	Light Hours	BBQ Area Fee	Light Fee per hour	Total	Field Usage Fee	Light Hours	Light Fee per hour	Total
Friday, August 25, 2023									\$0.00
Saturday, August 26, 2023						\$116.00	1	\$32.50	\$149.50
Sunday, August 27, 2023									
Monday, August 28, 2023									
Tuesday, August 29, 2023	\$116.00	1		\$32.50	\$149.50	\$58.00	1	\$32.50	\$91.50
Wednesday, August 30, 2023									\$0.00
Thursday, August 31, 2023	\$116.00	1		\$32.50	\$149.50	\$58.00	1	\$32.50	\$91.50
Friday, September 1, 2023									\$0.00
Saturday, September 2, 2023						\$116.00	1	\$32.50	\$149.50
Sunday, September 3, 2023									
Monday, September 4, 2023									
Tuesday, September 5, 2023	\$116.00	1		\$32.50	\$149.50	\$58.00	1	\$32.50	\$91.50
Wednesday, September 6, 2023									\$0.00
Thursday, September 7, 2023	\$116.00	1		\$32.50	\$149.50	\$58.00	1	\$32.50	\$91.50
Friday, September 8, 2023									\$0.00
Saturday, September 9, 2023						\$116.00	1	\$32.50	\$149.50
Sunday, September 10, 2023									
Monday, September 11, 2023									
Tuesday, September 12, 2023	\$116.00	1		\$32.50	\$149.50	\$58.00	1	\$32.50	\$91.50
Wednesday, September 13, 2023									\$0.00
Thursday, September 14, 2023	\$116.00	1		\$32.50	\$149.50	\$58.00	1	\$32.50	\$91.50
Friday, September 15, 2023									\$0.00
Saturday, September 16, 2023						\$116.00	1	\$32.50	\$149.50
Sunday, September 17, 2023									
Monday, September 18, 2023									
Tuesday, September 19, 2023	\$116.00	1		\$32.50	\$149.50	\$58.00	1	\$32.50	\$91.50

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Wednesday, September 20, 2023									\$0.00
Thursday, September 21, 2023	\$116.00	1		\$32.50	\$149.50	\$58.00	1	\$32.50	\$91.50
Friday, September 22, 2023									\$0.00
Saturday, September 23, 2023						\$116.00	1	\$32.50	\$149.50
Sunday, September 24, 2023									
Monday, September 25, 2023									
Tuesday, September 26, 2023	\$116.00	1		\$32.50	\$149.50	\$58.00	1	\$32.50	\$91.50
Wednesday, September 27, 2023									\$0.00
Thursday, September 28, 2023	\$116.00	1		\$32.50	\$149.50	\$58.00	1	\$32.50	\$91.50
Friday, September 29, 2023									\$0.00
Saturday, September 30, 2023						\$116.00	1	\$32.50	\$149.50
Sunday, October 1, 2023									\$0.00
Sunday, October 22, 2023									
Tuesday, October 3, 2023	\$116.00	2		\$32.50	\$150.50	\$58.00	2	\$32.50	\$92.50
Wednesday, October 4, 2023									\$0.00
Thursday, October 5, 2023	\$116.00	2		\$32.50	\$150.50	\$58.00	2	\$32.50	\$92.50
Friday, October 6, 2023									\$0.00
Saturday, October 7, 2023						\$116.00	2	\$32.50	\$150.50
Sunday, October 8, 2023									\$0.00
Monday, October 9, 2023									
Tuesday, October 10, 2023	\$116.00	2		\$32.50	\$150.50	\$58.00	2	\$32.50	\$92.50
Wednesday, October 11, 2023									\$0.00
Thursday, October 12, 2023	\$116.00	2		\$32.50	\$150.50	\$58.00	2	\$32.50	\$92.50
Friday, October 13, 2023									\$0.00
Saturday, October 14, 2023						\$116.00	2	\$32.50	\$150.50
Sunday, October 15, 2023									

Central Coast Bombers
2023 FIELD USAGE CALCULATIONS

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			4hrs field usage						
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Monday, October 16, 2023									
Tuesday, October 17, 2023	\$116.00	2		\$32.50	\$150.50	\$58.00	2	\$32.50	\$92.50
Wednesday, October 18, 2023									\$0.00
Thursday, October 19, 2023	\$116.00	2		\$32.50	\$150.50	\$58.00	2	\$32.50	\$92.50
Friday, October 20, 2023									\$0.00
Saturday, October 21, 2023						\$116.00	2	\$32.50	\$150.50
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Monday, October 23, 2023									
Tuesday, October 24, 2023	\$116.00	2		\$32.50	\$150.50	\$58.00	2	\$32.50	\$92.50
Wednesday, October 25, 2023									\$0.00
Thursday, October 26, 2023	\$116.00	2		\$32.50	\$150.50	\$58.00	2	\$32.50	\$92.50
Friday, October 27, 2023									\$0.00
Saturday, October 28, 2023						\$116.00	2	\$32.50	\$150.50
Sunday, October 29, 2023									
Monday, October 30, 2023									
Tuesday, October 31, 2023									
Wednesday, November 1, 2023									
Thursday, November 2, 2023									
Friday, November 3, 2023									
Saturday, November 4, 2023									
Amount requesting to be waived					\$3,627.50	\$3,016.00		\$1,267.50	\$4,283.50
FIELDS	TOAL FIELD USE	LIGHTS FEE	BBQ Area Fee	Hard Cost staff hours	Hard Cost Restroom Supplies	TOTAL			
SOPER	\$3,972.50	\$0.00	\$0.00	\$990.00	\$750.00	\$5,712.50			
CUTINO	\$4,660.50	\$1,267.50	\$0.00	\$990.00	\$750.00	\$5,928.00			

Central Coast Bombers
2023 FIELD USAGE CALCULATIONS

BASED ON PREVIOUS BOMBERS USAGE									
	Soper					Cutino			
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			4hrs field usage						
Days	Field Usage Fee	Light Hours	BBQ Area Fee	Light Fee per hour	Total	Field Usage Fee	Light Hours	Light Fee per hour	Total
	\$8,633.00	\$1,267.50	\$0.00	\$1,980.00	\$1,500.00	\$13,380.50			



SEASIDE
CALIFORNIA

Sports and Fields Facility Use Request Form

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

CONTACT INFORMATION:

Organization: Central Coast Bombers
Name: JD Money
Address: 18 Westminster Ct City: Seaside Zip: 93955
Phone: 831 521 9103 Email: JDH369@AOL.com
☒ Resident ☐ Non-Resident

FACILITY RESERVATION:

Intended Use/Activity: Baseball

Location Requested: (All fees per current adopted fee schedule)

☒ Soper Baseball Field ☒ Cutino Baseball Field ☐ Metz Baseball Field
☐ Metz Basketball Court ☐ Cutino Basketball (Half) Court

Do you intend to play music? (No amplified, live music, or bands allowed) ☐ Yes ☒ No

☐ Lights ☐ Bounce House (additional fee) ☐ Cleaning Deposit*

Estimated Attendance: 30

Total Rental Fee Due: \$ _____

Total Deposit Due: \$ _____

Date	Time Start - Finish Available 8 AM-Dusk	Lights Number of hours needed *2 hour minimum	Code T= Tournament G= Game P= Practice RD= Rain Date
8/1/23 - 10/27/23	4-8 Tuesday Thursday		P
8/1/23 - 10/27/23	7-9 Tuesday Thursday	2	P
8/1/23 - 10/27/23	4-9 Saturday	2	P/G



**SEASIDE
CALIFORNIA**

Sports and Fields Facility Use Request Form

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

I, the undersigned, hereby certify that I will be personally responsible for any damage sustained to the grounds, buildings, furniture, or equipment occurring through the occupancy of said facilities. I will also be responsible for the enforcement of the Department rules and regulations. City Ordinance 9.12020 makes it unlawful for any person to knowingly make, continue or cause to be made or continue any excessive, unnecessary or unusually loud noise. City Ordinance 9.08.060(B)(1) makes it unlawful for any person using a park to consume or have in his/her possession an open container of any alcoholic beverage. **Please be aware that the City does not provide electricity for any park reservation other than a reservation made for a City Function/Event.**

For rentals on Nights/Weekends or Holidays please call 831-394-6811 for police matters. For rental concerns or restroom issues, please call 831-760-2236. If no one responds within 15 minutes, then call 831-860-2336. It is also recommend that you have a copy of your receipt on hand during your rental.

In case of inclement weather, please call 831-718-8600. The weather line will be updated weekly on Mondays, unless we get bad weather mid-week. In that event, the line will be updated by 3 PM. For weekend use, in the event of bad weather, the line will be updated by 7:30 AM.

Initials: AD

I am aware that I am responsible for any damages caused by objects leaving the field of play (i.e. homerun balls hitting cars, etc.) during my rental time.

Initials: AD

IT IS DISTINCTLY UNDERSTOOD AND AGREE, that the applicant assumes all risk for loss, damage, liability, injury, and costs or expenses that may arise during or because of such use or occupancy of the facility of the city of Seaside and its Public Works Department. The applicant further agrees that in consideration of being permitted to use said facilities, he/she will save and hold the City of Seaside and said Public Works Department and/or its employees, free and harmless from any loss claims liability, damage and/or injuries to persons or property that in any way may be caused by applicants use or occupancy of said facilities.

NOTE: All Park Rental Fees Are Non-Refundable

75% of cleaning deposits will be refunded within 14 -21 working days after use of facility.

The remaining 25% of the deposit will be kept in the Janitorial/Maintenance account.

(Rental Area Must Be Clean In Order To Receive a Refund)

Signature of Applicant: [Signature]

Date: 7/5/23

(For Office Use Only)

Permit Fee: _____

Authorized Agent: _____

Date: _____

Note: - Original to Resource Management/Recreation Department.
- Copy to Police Department - Copy to Parks Division



**SEASIDE
CALIFORNIA**

Facility (Field) Use Application

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

1 - QUESTIONNAIRE

Date: 7/15/23

CONTACT INFORMATION:

Organization: Central Coast Bumbys
Name: Richard Miramontes
Address: 18 Westmin Str Ct City: Seaside State: CA
Phone: 831 521 9103 Email: CentralCoastBumbys831@gmail.com

ORGANIZATION INFORMATION:

☐ Private

☒ Non-Profit

☐ Public

☐ Profit

If non-profit, Tax ID #: 46-4798270

Year of establishment: 2008

Number of members: 60

Number of Seaside resident members: 45

Do members pay dues? ☒ Yes ☐ No

BOARD MEMBERS:

Name	Title	Telephone
1. Richard Miramontes	President	831-760-6052
2. JD Mena	Vice President	831-521-9103
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		



SEASIDE CALIFORNIA

Facility (Field) Use Application

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

Organization: Carroll Coast Bombers

QUESTIONNAIRE (continued):

1. Is your organization affiliated with any national, federal, state, county or local agency?
☒ No ☐ Yes, agency name: _____
2. Is your organization youth oriented?
☐ No ☒ Yes, number of Seaside youth: 45
3. Is membership open to all youth or residents in Monterey County?
☐ No ☒ Yes, number of youth/residents per city: varies
4. Does your organization provide its services to only Seaside youth or residents? ☐ Yes ☒ No
5. Does your organization receive funding or other support from any national, federal, state, county, regional, city, private, or public agency?
☒ No ☐ Yes, explain: _____
6. Have you contacted other cities with regards to the use of their facilities?
☒ No ☐ Yes, explain: _____
7. Do you plan on having any special events (tournaments, picture day, opening day, etc.)?
☒ No ☐ Yes, list dates and events: _____
8. Any additional relevant information: _____

IF REQUESTING A FEE WAIVER – SUPPLEMENTAL QUESTIONS:

1. Does your organization have the ability to pay any portion of the fees to use the facility?
☒ No ☐ Yes. If your organization does have the ability to pay a reasonable share of the requested fees, please explain why a fee waiver should be granted: This helps us keep affordable travel baseball
2. If the request for fee waiver is not granted, and you chose not to avail yourself of the City facility, what are your plans? Unknown
3. If you are granted a fee waiver, what in-kind services (such as field maintenance, trash clean up, etc.) can you offer to help offset costs? Maintenance + cleaning



**SEASIDE
CALIFORNIA**

Facility (Field) Use Application

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

2 - FIELD USE APPLICATION

Date: 7/5/23

Organization: Central Coast Bombers

Park: Cutline *Please fill out one form per each park requested

Services Requested:

Use of field

☒ Yes ☐ No

use of snack bar

☐ Yes ☒ No

Use of lights

☒ Yes ☐ No

Other: _____

☐ Yes ☐ No

Date	Day of the Week	Time	Number of Hours	
			Daily Total	Lights
8/1 - 10/31	Tuesdays	7-9 pm	2	
8/3 - 10/26	Thursdays	7-9 pm	2	
8/5 - 10/28	Saturdays	4-9 pm	3	2

Total Days: 40

Total Hours: 180



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

Date: 7/15/23

Organization: Central Coast Bombers

Park: Sony *Please fill out one form per each park requested

☒ Yes ☐ No

☐ Yes ☒ No

☒ Yes ☐ No

☐ Yes ☐ No

Total Hours: 81



CITY OF SEASIDE STAFF REPORT

Item No.: 8.I.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Alexia Garcia, Housing Program Manager

DATE: August 3, 2023

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN \$85,000 REGIONAL EARLY ACTION PLANNING GRANT APPLICATION FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR HOUSING RELATED PROJECTS

RECOMMENDATION

Adopt a resolution authorizing the submittal of an \$85,000 Regional Early Action Planning (REAP 2.0) grant application, as proposed.

BACKGROUND

In 2021, California Assembly Bill 140 established the Regional Early Action Planning Grant Program 2021 (REAP 2.0) to accelerate infill housing development, reduce Vehicle Miles Traveled (VMT), increase housing supply at all affordability levels, and affirmatively further fair housing. The California Department of Housing and Community Development (HCD) administers the REAP 2.0 program in collaboration with the Governor's Office of Planning and Research (OPR), the Strategic Growth Council (SGC), and the California Air Resources Board (CARB). Applications are submitted to the Association of Monterey Bay Area Governments (AMBAG).

Projects soliciting REAP 2.0 funding must achieve the following objectives:

- Accelerate infill development that facilitates housing supply, choice, and affordability,
- Affirmatively Further Fair Housing,
- Reduce VMT,
- Advance 6th Cycle Housing Element Compliance, and
- Advance Implementation of AMBAG's Sustainable Communities Strategy

The City of Seaside is eligible for a maximum \$85,000 award under the REAP 2.0 Local Suballocation Grant Program; the attached application (Attachment 1) seeks the maximum allocation. As outlined in the application, the two adjacent city-owned parcels located at 956 and 962 Hilby Avenue are proximate to public transit, job centers, essential services and amenities. Both parcels satisfy REAP 2.0's infill requirements.

The proposed project outlined in the application consists of predevelopment activities that are requisite for the completion of a future affordable housing development. The City's 6th Cycle Regional Housing Allocation (RHNA) totals 616 units, including 86 very low, 55 low, and 156 moderate income units. The proposed activities advance 6th Cycle Housing Element and RHNA Compliance, Affirmatively Further Fair Housing, and reduce VMT. The proposed activities also facilitate the expansion of housing choice and increased affordability.

Applications must be submitted to AMBAG by August 15, 2023. Program deliverables must be completed by March 31, 2026. No matching funds are required.

FISCAL IMPACT

None; no matching funds are required.

ATTACHMENTS

1. City of Seaside REAP 2.0 LSGP Application
2. 2023 REAP Grant Resolution

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager



Regional Early Action Planning Grants of 2021 (REAP 2.0) LOCAL SUBALLOCATION GRANT PROGRAM (LSGP) APPLICATION

Application for Jurisdictions

Deadline: August 15, 2023

This application to the Association of Monterey Bay Area Governments (AMBAG) is for **the Local Suballocation Grant Program**, a grant authorized under the Regional Early Action Planning Grants (REAP 2.0) provisions. The REAP 2.0 program was established through AB 140 (July 2021) for transformative and innovative projects that implement a region's Sustainable Communities Strategy (SCS) and help achieve the objectives of more housing and transportation options that reduce reliance on cars. REAP 2.0 builds on actions completed through the REAP 1 grant program but expands the focus by integrating housing and vehicle miles travelled (VMT) reduction, and by allowing for broader planning and implementation investments, including infrastructure investments supporting housing development. This includes accelerating housing production and facilitating compliance with the 6th Cycle of the housing element.

REAP 2.0 is specifically designed to provide Eligible Entities with tools and resources to help implement and advance plans, primarily including Sustainable Communities Strategies (SCS) as part of Regional Transportation Plans to pursue greenhouse gas emission reduction targets through land use and transportation changes.

The REAP 2.0 Program Framework includes three core components:

1. Regional Competitive Grant Program
2. Local Suballocation Grant Program
3. AMBAG SCS Implementation, Technical Assistance, REAP 2.0 Program Development and Administration

This is the application for the REAP 2.0 Local Suballocation Grant Program. The Local Suballocation Grant Program sets aside \$2,625,000 for jurisdictions throughout the region for eligible projects which meet all REAP 2.0 goals and objectives. The goal of this suballocation program is to provide all cities and counties with an opportunity to propose REAP 2.0 eligible projects while allowing for both implementation and planning uses. All projects or programs must achieve all REAP 2.0 goals, objectives, and pass thresholding criteria. Full guidance and requirements for this grant program can be found in the [AMBAG REAP 2.0: Local Suballocation Grant Program Final Guidelines](#).

Regional Early Action Planning Grants 2021 (REAP 2.0)
LOCAL SUBALLOCATION GRANT PROGRAM APPLICATION

REAP 2.0 Program Goals:

Invest in housing, planning, and Infill Housing-supportive infrastructure across the entire state in a manner that reduces VMT, increases Housing affordability, and advances equity, consistent with all of the following:

- Advances the State Planning Priorities, as described in Section 65041.1 of the Government Code;
- Affirmatively Furthering Fair Housing;
- Facilitating Housing Element compliance and progress for the sixth cycle RHNA;
- Advancing and implementing the region's SCS.

REAP 2.0 Program Objectives:

- Accelerating Infill Development that Facilitates Housing Supply, Choice, and Affordability
- Affirmatively Furthering Fair Housing (AFFH)
- Reducing Vehicle Miles Traveled (VMT)

To apply for project funding, eligible applicants must submit a REAP 2.0 LSGP Application. All sections of this application, including Attachment 1, must be complete and accurate. A jurisdiction may submit multiple applications through the final due date for eligible projects and activities until it has reached its funding maximum.

Timeline:

Below is a tentative schedule and is subject to change in the final guidelines.

- April 2023: Released draft LSGP Guidelines for public review
- June 2023: AMBAG adopts final LSGP Program guidelines.
- August 15, 2023: Final application from eligible applicants due to AMBAG.
- September 2023: Grant applications are reviewed and evaluated
- October/November: AMBAG approves applications and awards REAP 2.0
- December 2023 – February 2024: Execute grant agreements with REAP 2.0 awardees
- June 30, 2024: Deadline to encumber REAP 2.0 funds
- March 31, 2026: All REAP projects and activities must be completed; final activity reports due to AMBAG; final project invoices due to AMBAG

All applicants must submit the following to AMBAG by August 15, 2023 to be considered for the award:

1. A completed REAP 2.0 LSGP application along with all required supporting documents within the application period.
2. A fully executed Government Agency Taxpayer ID Form (see Attachment 1).

All applications must be submitted electronically to AMBAG by email to phierling@ambag.org. No hard copies will be accepted.

Regional Early Action Planning Grants 2021 (REAP 2.0)
LOCAL SUBALLOCATION GRANT PROGRAM APPLICATION

Contact:

If you have questions regarding this application or the REAP 2.0 program, contact Paul Hierling at phierling@ambag.org or 831-264-5092.

Regional Early Action Planning Grants 2021 (REAP 2.0)
LOCAL SUBALLOCATION GRANT PROGRAM APPLICATION

A. Applicant Information

Complete the following Applicant information			
Agency Name		City of Seaside	
Agency Type		City	
Applicant's Mailing Address*		440 Harcourt Avenue	
City		Seaside	
State	California	Zip Code	93955
County		Monterey	
Website		www.ci.seaside.ca.us	
Authorized Representative Name		Jaime M. Fontes	
Authorized Representative Title		City Manager	
Phone	831-899-6701	Fax	N/A
Email	jfontes@ci.seaside.ca.us		
Contact Person Name		Alexia Rapoport	
Contact Person Title		Housing Program Manager	
Phone	831-899-6772	Fax	N/A
Email	algarcia@ci.seaside.ca.us		
Grant Amount (See program guidelines, Section 2a for amount which your jurisdiction is eligible to apply)		\$	85,000.00

*Ensure the Government Agency Taxpayer ID Form matches the Applicants Mailing Address listed above exactly. (See Attachment 1, "Government Agency Taxpayer ID Form")

B. Threshold Requirements

Project elements will be rated on a pass or fail basis. Any project that fails one or more of the REAP 2.0 objectives or primary factors will be rejected. Projects that meet all REAP 2.0 objectives and goals will be considered for approval as eligible projects. In the box below, indicate whether your project meets each thresholding criteria.

Regional Early Action Planning Grants 2021 (REAP 2.0)
LOCAL SUBALLOCATION GRANT PROGRAM APPLICATION

Thresholding Criteria		
REAP 2.0 Objectives – Does the project:	Yes	No
1. Accelerate Infill Development? (see Section D [1] for more detail)	Yes	
2. Affirmatively Further Fair Housing? (see Section D [2] for more detail)	Yes	
3. Reduce VMT?	Yes	
Primary Factors – Does the project:		
1. Advance Housing Element Compliance?	Yes	
2. Result in Transformative Planning and Implementation Activities? (see Section D [5] for more detail)	Yes	
3. Benefit to Disadvantaged and Historically Underserved Populations? (See section D [6] for more detail)	Yes	
4. Have Significant Beneficial Impacts? (See section D [7] for more detail)	Yes	
5. Advance California Planning Priorities per Government Code 65041.1 ?	Yes	

As the official designated by the governing body, I hereby certify that the proposed project is consistent with the [AMBAG REAP 2.0 Local Suballocation Final Program Guidelines](#) and meets all program requirements.

I further certify that, if approved by AMBAG for a suballocation of funding through the REAP 2.0 program, the **City of Seaside** assumes the responsibilities specified in this application and certifies that the information statements and other content contained in this application are true and correct.

Signature: _____ Name: _____

Date: _____ Title: _____

Regional Early Action Planning Grants 2021 (REAP 2.0)
LOCAL SUBALLOCATION GRANT PROGRAM APPLICATION

C. Eligible Activities Categories Checklist

REAP 2.0 funds are focused on implementation of policies, programs, and projects, rather than only the planning processes that were the focus of REAP 1.0. Eligible LSGP projects must accelerate infill development, affirmatively further fair housing, reduce vehicles miles traveled, support housing element implementation and creates expanded opportunities for local efforts to align with AMBAG's regional plans, implement the infill and VMT reduction goals of the [AMBAG 2045 MTP/SCS](#), and support state planning goals.

Check one or more eligible activity category that will be implemented by the project. Proposed projects falling under these general project categories below must be shown to meet all criteria in Section B through the project narrative section of this application to be approved for funding. If project doesn't fall into these main categories, check the "other" option at the end of this list:

x	Projects or programs leading to or supporting affordable housing development programs or unit production or preservation;
	Planning activities that lead to increased residential and/or mixed-use zoned capacity in areas identified as infill (see Section D [1] for infill definition), or land use planning, related studies and/or programs that result in implementable/adoptable programs and policies (meaning subject to adoption or approval of the legislative body) required to meet the programs, projects, and commitments in draft, adopted and/or compliant 6 th Cycle Housing Elements;
	Program-level environmental clearance for infill projects (see Section D [1] for infill definition) with AFFH component (See Section D [2] for more detail on AFFH) s;
	Upgrading infrastructure for sewer, water, and dry utility systems that may serve affordable infill housing;
	Housing mobility strategies that serve affordable housing;
	Housing mobility strategies that serve affordable housing;
	Reductions to barriers to higher density Housing, buildings with four or more units, and accessibility;
	Outreach strategies to address local opposition to Proposed Use;
	Anti-displacement protections;
x	Expanded Housing options;
	Housing-supportive infrastructure;
	Activities that develop, support, or implement land use planning, policies, or investment strategies that result in substantial changes to travel behavior from increasing population and employment densities, land use mix, street network connectivity, linkages and pathways with active transportation infrastructure, accessibility between destinations, and/or contiguousness of land uses and transportation networks; Activities, subject to applicable program funding requirements, that would develop, support, or implement transportation planning, policies, and investment strategies that support Infill development that facilitates housing supply, choice, and affordability such as n. Increasing transit services and access;

Regional Early Action Planning Grants 2021 (REAP 2.0)
LOCAL SUBALLOCATION GRANT PROGRAM APPLICATION

	Building at walkable community scales;
	Enhancing pedestrian and bicycling safety measures;
	Protecting pedestrian and bicycling amenities;
	Multimodal infrastructure connections with multimodal-mobility transportation systems.
	Other Eligible Activity consistent the program guidelines.

Regional Early Action Planning Grants 2021 (REAP 2.0)
LOCAL SUBALLOCATION GRANT PROGRAM APPLICATION

D. Project Description and Narrative

Provide a description of the project including a description of the project's impact on accelerating housing production, affirmatively furthering fair housing, and reducing vehicle miles traveled. Describe how your project implements the eligible activities indicated in section C. Eligible Activities Checklist. Indicate how your project addresses regional housing issues that affect the Central Coast. Include whether plans will be adopted. If consultants are used, identify what tasks they will be responsible for. This box will overflow to add additional pages if additional space is needed.

Access to affordable housing is a pressing concern for the City of Seaside. State law requires that the City plan to accommodate 616 units through the 6th Cycle Regional Housing Needs Allocation, including 86 very low, 55 low, and 156 moderate-income units. To address the community's housing needs, the City is taking a proactive role in enacting solutions.

The City intends to build affordable housing upon two adjacent, city-owned parcels located at 956 and 962 Hilby Avenue. The parcels are located in an ideal location-- across the street from a bus stop with service connecting to the rest of the Monterey Peninsula, within walking distance to City Hall and downtown, and down the street from a major corridor lined with amenities and services. The site is adjacent to the Oldemeyer Center, a city recreation/community facility that offers programming for seniors and youth, as well as childcare services. Monterey-Salinas Transit connects the site to job centers on the Monterey Peninsula and Salinas through MST Routes A/B and Route 20, and provides connections to jobs in the Santa Cruz area. The parcels are also located within an AMBAG 2045 MTP/SCS existing opportunity area, which indicates that the area is in an urban multimodal community with good access to jobs and services.

The City seeks a maximum REAP 2.0 Local Suballocation Grant of \$85,000 to catalyze the housing project's pre-development as follows:

- \$85,000 for Engineering (geotechnical analysis and land survey) and Phase I Architectural

The grant funds are an essential component of the project's execution, fulfilling unmet funding needs and initiating the creation of an affordable housing development. The City will ensure the proposed deliverables are completed on time and will identify qualified consultants to undertake each proposed activity.

Given the parcels' proximity to transit and services, the proposed project will facilitate the reduction of Vehicle Miles Traveled; inject affordable housing into the City's housing stock, all while affirmatively furthering fair housing.

According to the 2020 American Community Survey (ACS), the City is 44.8% Latino, 9.7% Asian, and 7.2% Black. There has been a 0.9% decrease in the City's Black population since 2014. Similarly, the City has seen a reduction in its population of young adults (aged 25-44) and an increase in senior citizens (aged 65 and older). Rising unaffordability is an underlying cause for the shift in demographics and displacement. The proposed project site is located within the Rousch neighborhood, an area with an increasing percentage of housing-cost-burdened households.

Regional Early Action Planning Grants 2021 (REAP 2.0)
LOCAL SUBALLOCATION GRANT PROGRAM APPLICATION

The provision of affordable housing throughout the City is essential to combatting displacement and segregation. The proposed activities and the overall housing project meet will facilitate the creation of affordable housing units and expand housing options in an equitable manner.

Please respond to the following questions demonstrating how your project is located in a valid infill area and accelerates infill development (600-word limit):

Explain how the project accelerates infill development near jobs and other key destinations to support housing choice and affordability that effectively reduces VMT and greenhouse gas emissions. “Accelerating Infill Housing Production” or “Accelerating Infill Development, Including Housing” means planning, infrastructure, and other investment and actions that improve the affordability, timing, cost,

Regional Early Action Planning Grants 2021 (REAP 2.0)
LOCAL SUBALLOCATION GRANT PROGRAM APPLICATION

feasibility, approval, and amount of Housing development. “Infill”, for the purposes of the REAP 2.0 Program, is defined as the following: *Projects within Cities:*

Projects comply with REAP 2.0 Program goals and objectives and are in areas within an Existing/Planned Opportunity Area or Potential Opportunity Area as defined by the AMBAG 2045 MTP/SCS (Moving Forward Monterey Bay 2045) AND comply with the State infill definition in the REAP 2.0 Guidelines as detailed below.

Projects within Counties:

Projects comply with REAP 2.0 Program goals and objectives and are within an Existing/Planned Opportunity Area or Potential Opportunity Area as defined by the AMBAG 2045 MTP/SCS (Moving Forward Monterey Bay 2045) AND comply with the State infill definition in the REAP 2.0 Guidelines as detailed below. For more about these areas, see: [AMBAG 2045 MTP/SCS](#).

All Projects:

In addition to the above, all projects must meet the State REAP 2.0 infill definition. The State REAP 2.0 infill definition pursuant to State guidelines provides that:

“Infill”, for the purposes of the REAP 2.0 Program, means areas where all the following apply: (1) the area consists of unused or underutilized lands (2) within existing development patterns (3) that is or will be accessible to destinations and daily services by transit, walking, or bicycling and located in either:

- a. An urban center, urban corridor, or area with transit-supportive densities, or*
- b. An established community that meets all the following criteria:*
 - i. The area consists or previously consisted of qualified urban uses*
 - ii. The area is predominantly surrounded (approximately 75 percent of the perimeter) by parcels that are developed or previously developed with qualified urban uses. In counting this, perimeters bordering navigable bodies of water and improved parks shall not be included, and*
 - iii. No parcel within or adjoining the area is classified as agricultural or natural and working lands.*
- c. Under unique circumstances, applicants may propose an alternative definition of “Infill” subject to approval by the Department and State Collaborative Partners.*

Also explain how the project will further the SCS in focusing future development within transit corridors (within ½ mile of transit), actionize the [Infill Housing Toolkit](#) for SCS implementation with densities beyond single family housing preferred, and support other SCS investments.

Include the address(es) of the project area(s), satellite map (Google Maps or similar) of the project site(s) including surrounding parcels so AMBAG can verify that the project is not adjacent to natural or agricultural lands, and is in an appropriate infill site. If a zoning map is available to show the project

Regional Early Action Planning Grants 2021 (REAP 2.0)
LOCAL SUBALLOCATION GRANT PROGRAM APPLICATION

location and associated land use designation, that will help assist in confirming the project is in an eligible infill area.

Response:

The proposed activities will take place at two adjacent city-owned sites:

- **956 Hilby Avenue Seaside, CA 93955 (APN 012-371-004-000)**
 - Lot Size: 0.170 acres
- **962 Hilby Avenue Seaside, CA 93955 (APN 012-371-005-000)**
 - Lot Size: 0.170 acres

A map of the project sites and surrounding parcels is included as “Attachment 1”. A zoning map of the parcels is included as “Attachment 2”.

Both parcels are located within an “Existing Opportunity Area” as defined by the AMBAG 2045 MTP/SCS indicating that they are located within an urban multi-modal community with access to jobs and services. A Monterey-Salinas Transit (MST) bus stop is located across the street. MST Routes A/B and 20 connect the site to job centers throughout the Monterey Peninsula with additional connectivity to job centers in the Santa Cruz area.

The parcels are also underutilized sites, each with a single-family unit, one of which remains boarded, requiring significant repairs. Currently zoned as Medium-density Residential with an allowable 15 units/acre, the sites are slated to be rezoned to Mixed Use Low with an allowable 45 units/acre with a four-story maximum. The City anticipates adopting the zoning code update in early 2024 as part of its General Plan Update. Residential units and a city recreation and community center border the parcels. The parcels are not adjoined by any areas classified as agricultural or natural and working lands.

The proposed activities will facilitate the development of an affordable multifamily housing, optimize the use of an infill site within ½ mile of transit and will draw upon the principles outlined in the Infill Housing Toolkit.

Please respond to the following questions demonstrating how your projects fulfills each REAP 2.0 objective (200-word limit per response):

1. Explain how the project affirmatively furthers fair housing. “Affirmatively Furthering Fair Housing”, pursuant to Government Code section 8899.50 means taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, Affirmatively Furthering Fair Housing means taking meaningful actions that, taken together, address significant disparities in Housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with Civil Rights and Fair Housing Laws.

Regional Early Action Planning Grants 2021 (REAP 2.0)
LOCAL SUBALLOCATION GRANT PROGRAM APPLICATION

HCD provides an [AFFH Data Viewer](#) which may assist the applicant in identifying the project's AFFH impacts.

Response:

The proposed project site is located within the City's Rousch neighborhood. In addition to being proximate to transit and services, the Rousch neighborhood presents the opportunity to affirmatively further fair housing.

According to the most recent ACS data, most census tracts within the City have a population with a disability of 10% to 20%. The Rousch neighborhood has a population with a disability of less than 10%. The City's senior residents are most likely to be affected by disabilities. The City's Terrace and Cabrillo neighborhoods have the highest concentrations of persons of color. Half of the City's households are lower income, earning less than 80% of the Area Median Income. The City's Olympia and Terrace neighborhoods have the highest concentrations of poverty. Moreover, as housing costs continue to increase regionally, ACS data indicates that the percentage of cost burdened households in the Rousch neighborhood have increased from 40% to 60% since 2014, demonstrating a particularly high need for affordable housing in the project area.

The Census data indicates a high concentration of persons of color, lower income households, and persons with disabilities in neighborhoods other than Rousch. This, combined with Rousch's increasing unaffordability, indicates that an affordable housing development would be appropriate and actively combat segregated living patterns while increasing housing choices within Seaside.

2. Explain how the project reduces Vehicle Miles Travelled (VMT) and is consistent with the [AMBAG 2045 MTP/SCS](#) strategies.

Response:

Both 956 and 962 Hilby are located within an AMBAG 2045 MTP/SCS Existing Opportunity Area for the City of Seaside. The parcels are also located across the street from an MST bus stop and within walking distance to existing amenities and services. MST Routes A/B and 20 offer connection to job centers throughout the Monterey Peninsula and connectivity to jobs in the Santa Cruz area. Social services, community based organizations, and healthcare are available within 0.3 miles. The City's downtown and civic center are located 0.9 and 0.7 miles respectively.

The project will catalyze the creation of high-quality affordable multifamily housing in an area proximate to jobs, daily needs, healthcare, and public transit—thereby reducing Vehicle Miles Traveled. Its location within an urban multimodal community and an MPT/SCS Opportunity Zone adheres to the 2045 MTP/SCS strategy of focused growth within transit corridors.

Regional Early Action Planning Grants 2021 (REAP 2.0)
LOCAL SUBALLOCATION GRANT PROGRAM APPLICATION

3. Explain how the project advances compliance with your jurisdiction's draft 6th Cycle Housing Element.

Response:

The City must accommodate a 6th Cycle Regional Housing Needs Allocation of 616 total units, including 86 very low, 55 low, and 156 moderate income units. The proposed project advances compliance by catalyzing the creation of much-needed affordable housing units while also accounting for the Draft Housing Element's AFFH Analysis. As outlined in the City's Draft 6th Cycle Housing Element Technical Appendix, Rousch Neighborhood (where the project site is located) is suitable for affordable housing because of its lack of concentration of persons of color, persons with disabilities and lower income households when compared to other neighborhoods. The demographic shifts outlined in the Housing Element draft likewise reflect the need for affordable housing.

Further, the City's Draft Housing Element proposes several goals and subsequent policies to promote and facilitate affordable housing. The activities proposed within this application will catalyze the creation of such housing and advance the City's compliance with its 6th Cycle Housing Element.

4. Explain how the project will result in Transformative Planning and Implementation Activities. "Transformative planning and implementation activities" means housing, planning, infrastructure investments supporting infill housing, and other actions that enable meeting housing goals that also result in per capita vehicle miles traveled reductions, including accelerating infill development, supporting residents through realizing Multimodal Communities, shifting travel behavior through reducing driving, and increasing transit ridership.

Response:

The project will result in "Transformative Planning and Implementation Activities" by initiating the development of an affordable, infill housing project that adheres to REAP 2.0 standards and is located within a 2045 MTP/SCS Existing Opportunity Area. The proposed activities are essential to the success of the project, marking the project's commencement. Receiving the grant will fulfill unmet funding needs and facilitate the realization of the project.

5. Explain how the project has a Benefit to Disadvantaged and Historically Underserved Communities. "Disadvantaged and Historically Underserved Communities" includes concentrated areas of poverty; Areas of High Segregation and Poverty and areas of low to moderate access to opportunity ([TCAC/HCD Opportunity Area Maps](#)); Communities of Concern, Disadvantaged Communities ([SB 535 Disadvantaged Communities Map](#)), and Low-Income Communities pursuant to Senate Bill 535 (De León, Chapter 830, Statutes of 2012) and Assembly Bill 1550 (Gomez, Chapter 369, Statutes of 2016); areas of high Housing cost burdens; areas with high vulnerability of displacement; areas related to Tribal Entities; and other areas experiencing disproportionate impacts of California's Housing and climate crisis.

Regional Early Action Planning Grants 2021 (REAP 2.0)
LOCAL SUBALLOCATION GRANT PROGRAM APPLICATION

Response:

The proposed project facilitates the creation of an affordable housing development located in a neighborhood with increasing housing-cost-burden and demonstrated lower concentrations of persons of color, lower income households, and persons with disabilities. Its location increases housing opportunity to the aforementioned communities while actively combatting patterns of segregation. Finally, the provision of quality, affordable housing in an area with access to transit, jobs, and services provides a concrete benefit to Disadvantaged and Historically Underserved Communities.

6. Explain how your project has Significant Beneficial Impacts? Significant beneficial impacts must lead to substantial changes in land use patterns and travel behaviors. In demonstrating significant beneficial impacts, applicants may consider rates of change (e.g., percent increase over a baseline), the magnitude of impact relative to variables or targets, the proportion of need achieved, and the impact relative to past trends, policies, and practices. Variables or targets may include but are not limited to benefitting households by income group; Regional Housing Needs Assessment; Housing units (new construction, preservation/conservation, and rehabilitation); density; infrastructure; infrastructure capacity and accessibility; public space; community amenities; investments; Vehicle Miles Traveled reduction goals or targets; regional or local equity policies and programs included in an adopted RTP/SCS; and GHG reduction goals or targets.

Response:

The City's proposed project yields significant beneficial impacts by facilitating the creation of multifamily affordable housing within a census tract experiencing rising housing cost burden. The eventual housing units yielded as a result of the activities proposed in this application will also result in the significant beneficial impact of producing units outlined within the City's 616-unit Regional Housing Needs Allocation. Finally, under both the current and proposed zoning, the sites are underutilized. The proposed activities will facilitate the development of a multifamily project which more efficiently utilizes the land.

7. Explain how your project Advances California Planning Priorities per [Government Code 65041.1](#).

Response:

The California Planning Priorities outlined in Government Code 650141.1 include the efficient use of land, infill development, protection of environmental and agricultural resources, and redevelopment of underutilized land. The proposed activities advance these goals by facilitating the creation of an affordable, infill housing development upon an underutilized site. The site is located close to transit, in an existing urban area, not surrounded by agricultural or environmental resources, thereby advancing the protection of such areas.

Regional Early Action Planning Grants 2021 (REAP 2.0)
LOCAL SUBALLOCATION GRANT PROGRAM APPLICATION

9. Explain how the project supports promotion of infill development and equity by rehabilitating, maintains, and improves existing infrastructure that supports infill development and appropriate reuse and redevelopment of previously developed, underutilized land that is presently served by transit, streets, water, sewer, and other essential services, particularly in underserved areas, and to preserve cultural and historic resources

Response:

The proposed project advances infill development and equity. The activities outlined in this application directly precede and facilitate the creation of infill housing in a neighborhood that would benefit underserved communities. As indicated by census data, the project is located in the Rousch neighborhood, an area with lower concentrations of persons of color, persons with disabilities, and lower income households. The project advances the equitable distribution of affordable housing and disrupts patterns of segregation—all functions directly tied to equity. The provision of affordable housing also results in positive community benefits to historically underserved communities. Moreover the project's location near adequate transit and services, and within an MTP/SCS Existing Opportunity Area directly promotes infill development.

10. Explain how the project supports protection of environmental and agricultural resources by protecting, preserving, and enhancing the state's most valuable natural resources, including working landscapes such as farm, range, and forest lands, natural lands such as wetlands, watersheds, wildlife habitats, and other wildlands, recreation lands such as parks, trails, greenbelts, and other open space, and landscapes with locally unique features and areas identified by the state as deserving special protection.

Response:

The proposed activities support the protection of environmental and agricultural resources by accomplishing pre-development tasks essential to the creation of an affordable infill housing development. The proposed project concretely meets a community need on an infill site that does not impact agricultural or environmental resources. Moreover, the location's proximity to public transit and services reduces in Vehicle Miles Traveled, yielding an additional environmental benefit.

11. Explain how the project encourages efficient development patterns by ensuring that any infrastructure associated with development does all of the following (150-word limit per question/sub-question):

- a. Uses land efficiently; and

The proposed activities will result in the creation of an affordable housing development that will make more efficient use of the project site. The resulting multifamily development will increase the parcels' density and community benefit, making better use of an underutilized site.

- b. Is built adjacent to existing developed areas; and

Regional Early Action Planning Grants 2021 (REAP 2.0)
LOCAL SUBALLOCATION GRANT PROGRAM APPLICATION

The project parcels are currently zoned as Medium-Density Residential. The parcels are surrounded by existing residential structures as well as a city community/recreation facility.

- c. Explain how the project is located in an area appropriately planned for growth; and

The project is currently zoned for Medium-Density Residential (15 units/acre) and is slated to be rezoned to Mixed Use Low (45 units/acre) as part of the City's General Plan Update. The rezone is anticipated to take place early 2024. Under either zoning, the proposed activities lead to the creation of an affordable housing development that is appropriate under the zoning code. Likewise, the project area's zoning (both present and proposed) appropriately plans for growth of such nature and accommodates such a project.

- d. How the project location is served by adequate transportation and other essential utilities and services; and

The project area is proximate to public transit provided by Monterey-Salinas Transit (MST). The bus stop across the street from the site provides access to Routes A/B and 20, connecting to the rest of the Monterey Peninsula as well as the Santa Cruz area. The project site already has access to existing utilities—already being served by Greenwaste (waste management), PG&E, and CalAm Water. The City of Seaside is also in the process of implementing water credit projects to increase the availability of water credits for appropriate development projects. Broadband access is also available within the project area, with Xfinity and ATT offering cable and wireless options and affordability plans such as the Affordable Connectivity Plan. As an infill site, the project is connected to City infrastructure.

- e. Explain how the project minimizes ongoing costs to taxpayers?

The proposed activities minimize the ongoing costs to taxpayers by facilitating a quality affordable housing product that will yield community benefit. Displacement and homelessness, two issues inextricably linked to housing unaffordability and unavailability, are both very expensive for local governments to address. The provision of affordable housing is a key aspect in addressing both issues. Access to adequate, safe and affordable housing also yields positive public health and social outcomes, preventing additional impacts to taxpayers.

E. Project Schedule and Budget

All tasks, budget amounts, dates and deliverables should be included under one line item. Do not add additional rows to the table below. Indicate what tasks will be completed by the consultant and include dates for draft and final deliverables if applicable. Budget must account for the full amount the jurisdiction is eligible to apply for. Include project location(s). All tasks and spending must be completed by March 31, 2026.

Regional Early Action Planning Grants 2021 (REAP 2.0)
LOCAL SUBALLOCATION GRANT PROGRAM APPLICATION

Project Title: Hilby Affordable Housing Engineering and Phase I Architecture

Tasks	Budget	Start Date	End Date	Description and Deliverables
Engineering and Phase I Architecture	\$85,000	1/1/2024	3/31/2026	The City will utilize grant funds to execute the following deliverables: • Engineering (geotechnical analysis and survey) • Phase I Architecture Consultants will be identified to undertake the deliverables and city staff will ensure project timelines are met.
Total:	\$85,000			

Attachment 1: Government Agency Taxpayer ID Form

Financial Information System for California (FI\$Cal)

GOVERNMENT AGENCY TAXPAYER ID FORM

2000 Evergreen Street, Suite 215

Sacramento, CA 95815

www.fiscal.ca.gov

1-855-347-2250



The principal purpose of the information provided is to establish the unique identification of the government entity.

Instructions: You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields bordered in red are required. Hover over fields to view help information. Please print the form to sign prior to submittal. You may email the form to: vendors@fiscal.ca.gov, or fax it to (916) 576-5200, or mail it to the address above.

Principal
Government
Agency Name

City of Seaside

Remit-To
Address (Street
or PO Box)

440 Harcourt Avenue

City

Seaside

State

CA

Zip Code+4

93955

Government Type:

☒

City

☐

County

☐

Special District

☐

Federal

☐

Other (Specify)

Federal
Employer
Identification
Number
(FEIN)

94-6022439

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

Dept/Division/Unit
Name

Complete
Address

Dept/Division/Unit
Name

Complete
Address

Dept/Division/Unit
Name

Complete
Address

Dept/Division/Unit
Name

Complete
Address

Contact Person

Jaime M. Fontes

Title

City Manager

Phone number

831-899-6701

Email Address

JFONTES@ci.seaside.ca.us

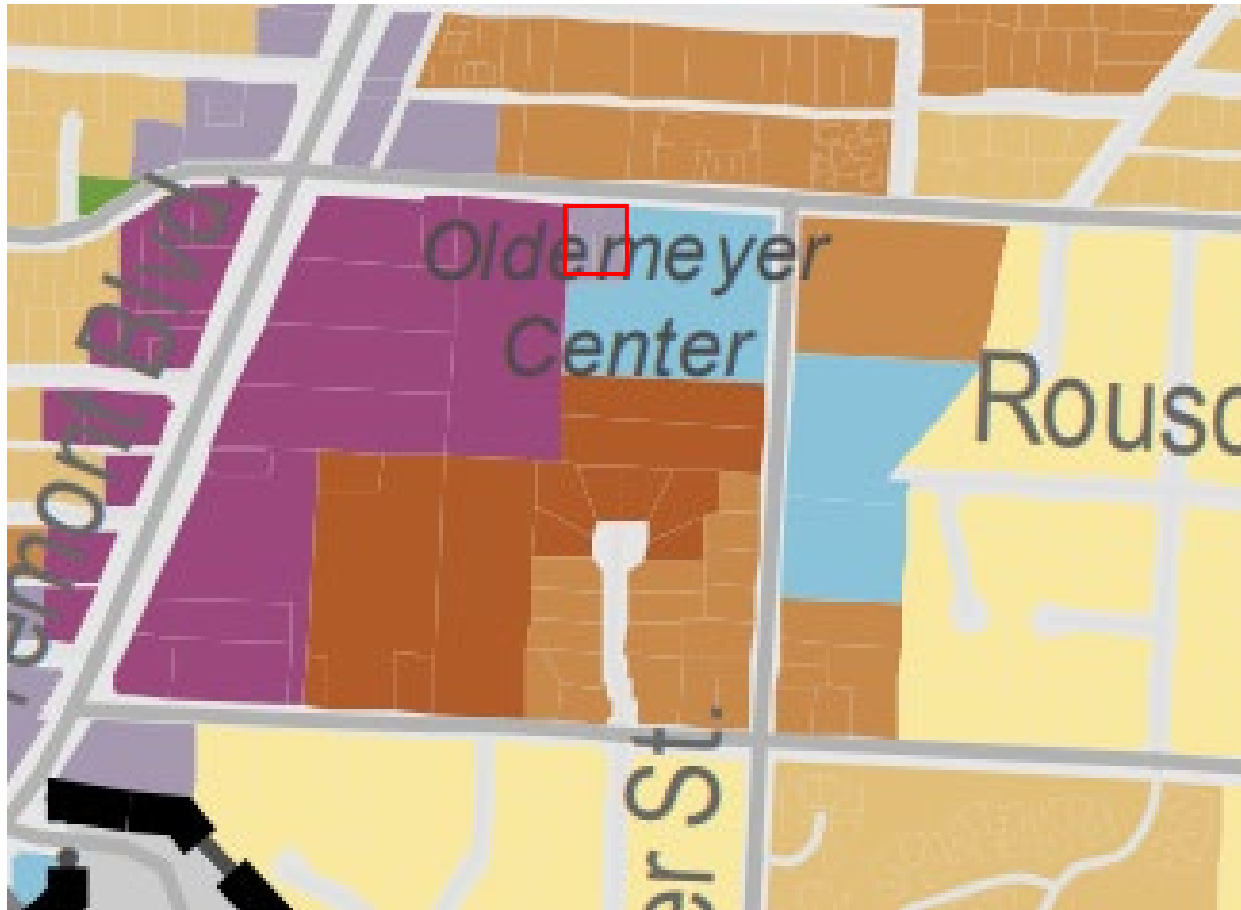
Signature

Date

Attachment 1: Project parcels outlined in crimson.

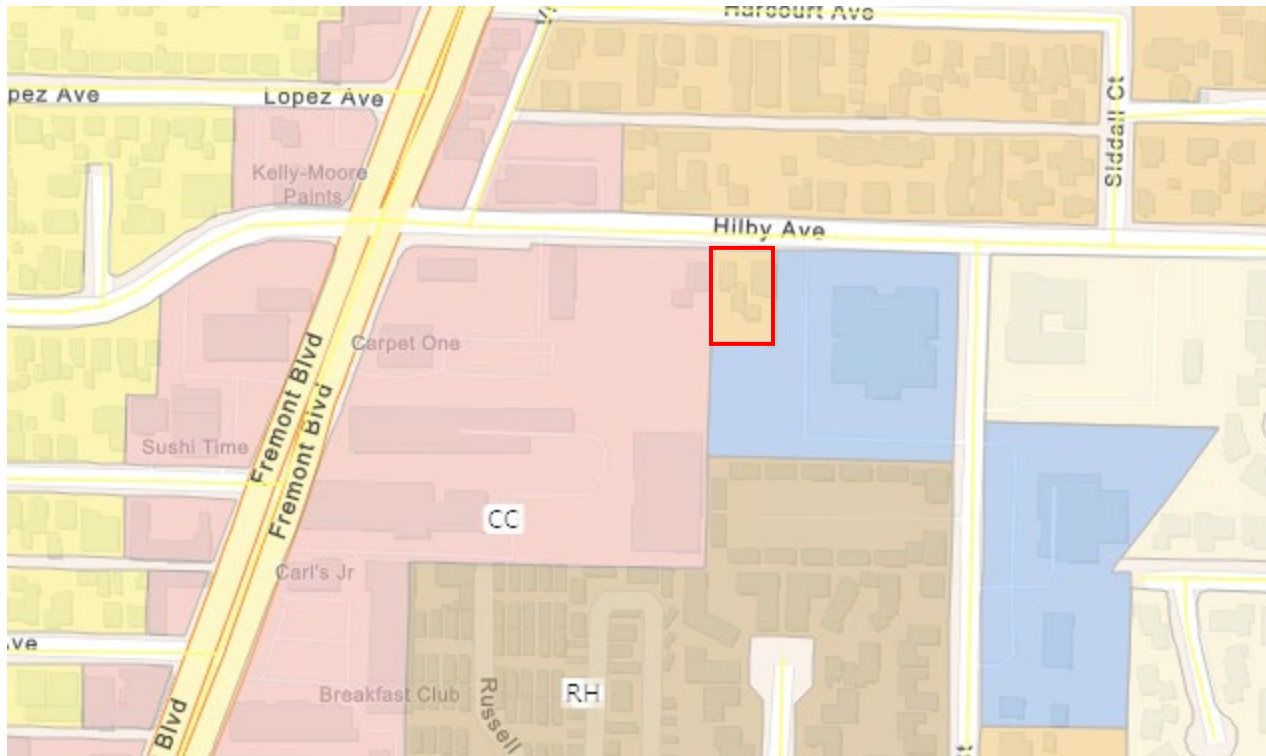


Attachment 2: Proposed Zoning vs. Existing Zoning.



The project parcels are outlined in crimson. Under the proposed zoning, the parcels will be zoned for Mixed Use Low with a 2.5 FAR and 45 du/acre. The surrounding magenta indicates a proposed rezone to Mixed Use High with a 3.0 FAR and 60 du/acre. Lastly, the adjacent blue indicates Public/Institutional Zoning where the City's Oldemeyer Center exists. Additional information is available at www.seaside2040.com

Attachment 2: Proposed Zoning vs. Existing Zoning.



The project parcels are outlined in crimson. Under the existing zoning, the parcels are zoned for Medium Density Residential with an allowable 15 units/acre.

RESOLUTION NO. XX-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**APPROVING THE UPDATED CALHOME ADU LOAN PROGRAM GUIDELINES AND
AUTHORIZING THEIR SUBMITTAL TO HCD**

WHEREAS, the California Legislature enacted Assembly Bill 140 in 2021, thereby establishing the Regional Early Action Planning Grant Program 2021, also known as REAP 2.0, and

WHEREAS, REAP 2.0 seeks to accelerate infill housing development, reduce Vehicle Miles Traveled (VMT), increase housing supply at all affordability levels, affirmatively further fair housing, and facilitate the implementation of regional and local plans to achieve these goals, and

WHEREAS, the City of Seaside is eligible for a maximum award of \$85,000 under the REAP 2.0 Local Suballocation Grant Program, and

WHEREAS, the City of Seaside 6th Cycle Regional Housing Need Allocation totals 616 units and includes 86 very low, 55 low, and 156 moderate income units, and

WHEREAS, the City of Seaside continues to seek and enact proactive solutions to address its community's housing needs, and

WHEREAS, the City owns two adjacent parcels located at 956 and 962 Hilby Avenue which meet REAP 2.0's infill requirements, and

WHEREAS, the City seeks its maximum allocation under REAP 2.0 to execute predevelopment activities which are requisite for the development of affordable housing.

NOW, THEREFORE, BE IT RESOLVED, that the Seaside City Council hereby accepts and approves the proposed City of Seaside REAP 2.0 Local Suballocation Grant Program Application and authorizes the City Manager to complete its submission to the Association of Monterey Bay Area Governments.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the 3rd day of August 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

AS TO FORM:



CITY OF SEASIDE STAFF REPORT

Item No.: 8.J.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Samantha Alcaraz, Human Resources Analyst
Sandra Floyd, Human Resources Director/Risk Manager

DATE: August 3, 2023

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE MODIFICATION OF THE POSITION CONTROL LIST TO ADD TWO HUMAN RESOURCES CONFIDENTIAL SPECIALISTS AND DELETE ONE SENIOR ADMINISTRATIVE ASSISTANT-CONFIDENTIAL AND ONE ADMINISTRATIVE ASSISTANT IN THE HUMAN RESOURCES/RISK MANAGEMENT DEPARTMENT

RECOMMENDATION

Adopt a resolution amending the Fiscal Year 2023-2024 Budget, and modifying the Position Control List to reflect the organizational changes in the Human Resources/Risk Management Department to add two Human Resource Specialists and delete one Senior Administrative Assistant - Confidential and one Administrative Assistant.

BACKGROUND

The City proposes no changes to the Classification Plan but it is deemed imperative to make the necessary changes in order to align staff and adhere to regulatory standards. The purpose of this item is to add two Human Resources Specialists, classified under the Confidential Non-Represented group. Currently, the non-confidential position of Administrative Assistant, within the Human Resources/Risk Management Department, is classified under the General Seaside Employees Association/LIUNA. In order to adhere to regulatory rules, it is imperative all classifications within the Human Resources/Risk Management Department are assigned to a Confidential Non-Represented group.

In addition, the modification of eliminating and adding the proposed changes will provide greater efficiency in the operations of the City, enhance both internal and external service levels and will provide additional valuable support to the Human Resources/ Risk Management Department.

FISCAL IMPACT

The fiscal impact of these changes is an estimated increase of \$28,444, including salary and benefits. City staff will re-evaluate the Human Resources personnel budget at the mid-year budget review and request additional funds at that time if needed.

ATTACHMENTS

1. Human Resources Specialists_Resolution (1)
 2. Human Resources Specialist Job Description
-

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

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
MODIFYING THE POSITION ALLOCATION LIST TO REFLECT
ORGANIZATIONAL CHANGES AND AMEND THE BUDGET FOR FISCAL YEAR
2023-2024**

WHEREAS, the Position Control List may be amended upon recommendation of the City Manager and approval by the City Council; and

WHEREAS, it is imperative any position within the Human Resources Department be classified as confidential, and

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

WHEREAS, there is no need to change the Classification Plan, and

WHEREAS, the Human Resources Specialist will be assigned to the Confidential Non-Exempt unit and paid a top step annual rate of \$83,170.88; and

WHEREAS, the addition of these positions will enhance the City's internal and external services and will provide valuable support to the Human Resources/Risk Management Department; and

WHEREAS, the Position Allocation List be modified to:

1. Add two Human Resource Specialist
2. Delete on Administrative Assistant
3. Delete one Senior Administrative Assistant-Confidential.

WHEREAS, the Fiscal 2023-24 Budget Impact will be \$28,444.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby approve modifying the Position Allocation List as proposed.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 3rd day of July 2023, by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



Class Code: A42
FLSA: Non-Exempt
Bargaining Unit: Confidential Non-Exempt

HUMAN RESOURCES SPECIALIST

DEFINITION:

Under general supervision, performs a variety of responsible paraprofessional, technical, and office administrative human resources support functions, including the planning and coordination of recruitment, testing, selection, training, benefits and employee relations programs, , salary administration, insurance and benefit programs, and employee training and orientation; prepares, reviews, and distributes human resources information systems records; proctors written, interview, and performance examinations; coordinate training; coordinates employee benefits; provides information to the public and employees regarding rules, laws and regulations; provides responsible technical and clerical support to the Human Resources Director; assists in completing various human resources studies and reports; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Human Resources Director. Exercises no supervision of staff. May provide technical and functional direction to lower level staff.

CLASS CHARACTERISTICS

This is an experienced-level class in the Human Resources Department responsible for performing the full range of technical work in all of the following areas: recruitment, testing, selection, classification, compensation, benefits administration, training and orientation, interpret and assist in ensuring conformance to rules and regulations; interpret and explain policies and procedures to public and employees; in addition to performing a variety of record-keeping, administrative, and technical support activities. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit. Successful performance of the work requires the frequent use of tact, discretion, and independent judgment, knowledge of departmental and City activities, and extensive staff, public, and organizational contact.

ESSENTIAL FUNCTIONS:

EXAMPLES OF ESSENTIAL JOB FUNCTIONS (Illustrative Only)

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

- Plans and coordinates all aspects of the recruitment and selection of employees; advertises, posts and emails job bulletins and announcements; reviews applications and qualifies candidates; schedules and proctors written exams; coordinates oral board interviews, including obtaining raters for selection panels; preparing event sites; assisting in developing interview questions.
- Communicates with and provides information to candidates during all phases of the selection process.
- Processes employee pre-placement physical examination paperwork.
- Establishes and maintains employee personnel, confidential, recruitment, benefits and volunteer files.
- Coordinates background check process for required classifications; verifies Department of Justice applicant clearance.
- Processes payroll change forms involving salary increases, changes, terminations, resignations, promotions, and retirements.
- Processes, updates and monitors employee benefits programs and changes that include plans such as retirement, long-term disability, health, life, dental, vision, employee assistance program, and State and Federal Leave Acts.
- Maintains applicant tracking database; answers questions regarding open positions, application procedures, employment procedures salary administration practices; responds to requests for employment verification and salary surveys.
- Enters and processes worker's compensation claims; communicates with claimants, supervisors and vendor; responds to questions; provides follow up information to vendor as needed.
- Administers and processes I-9 program, including issuing forms to new employees, verifying eligibility of employment, completing and signing off on forms, and maintaining accurate files.
- Conducts and coordinates orientations for newly hired employees and answers employee questions regarding benefits, rules and regulations, open enrollment periods, and other information regarding employee benefits; photographs and creates employee identification cards.
- Responds to employee and retiree questions and complaints, and may interface with medical insurance providers and insurance representatives.
- Interprets and applies Federal, State, and local laws and regulations relating to human resources programs.
- Develops forms and procedural guides; Prepares employee handbooks.
- Coordinates special human resources projects and programs including training programs, open enrollment, and related events; coordinates and integrates program services and activities with City departments.
- Provides general administrative support to the Human Resources Director, including preparing correspondence, memoranda, and reports independently

and by transcription, performing data entry, and maintaining schedules and records.

- Provides technical and functional direction to lower level support staff.
- Organizes and maintains various administrative, confidential, reference, and follow-up files; assists in the scheduling, entering and maintenance of Records Retention files
- Operates standard office equipment, including job-related computer hardware and software applications, facsimile equipment, and multi-line telephones.
- Develop and maintain training calendar; register trainees; prepare event sites; research and analyze needs and develop training programs.
- Serves as Secretary to Safety Committee; disseminates data to committee participants regarding Workers' Compensation claims; takes, transcribes and publishes meeting minutes; conducts monthly inspection meetings.
- Maintains personnel records and other files.
- Issue purchase orders and process bills and invoices for payment.
- Provides research support in negotiation contracts.
- Performs related duties as assigned.

KNOWLEDGE, SKILLS, AND ABILITIES:

KNOWLEDGE OF:

- Interprets and applies City, State and Federal laws and regulations to recruitment, selection, classification, compensation, Employment Development Department, EEO/Affirmative Action, Workers Compensation, Unemployment Insurance and benefits administration; Interviewing/testing techniques and structure relating to recruitment selection; rules and regulations relating to confidential information, subpoenas for records, employment verification, destruction of records.
- Methods, techniques, and practices of data collection and basic report writing.
- Business letter writing and standard writing practices for correspondence.
- Record-keeping principles and procedures.
- Modern office practices, methods, and computer equipment and applications related to the work, including word processing, database, and spreadsheet software.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.

ABILITY TO:

- Interpret, apply, and explain policies, procedures, and practices of Human Resources administration.
- Review Human Resources documents for completeness and accuracy.
- Administer effective recruitment, testing, and selection practices.
- Maintain accurate and confidential Human Resources records.

- Review and reconcile employee benefit records.
- Perform detailed Human Resources office support work accurately and in a timely manner.
- Maintain confidentiality of sensitive personal information of applicants, employees, former employees, and other matters affecting employee relations.
- Compose correspondence and reports independently or from brief instructions.
- Make accurate arithmetic and statistical computations.
- Enter and retrieve data from a computer with sufficient speed and accuracy to perform assigned work.
- Establish and maintain a variety of filing, record-keeping, and tracking systems.
- Understand and follow oral and written instructions.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Operate modern office equipment including computer equipment and specialized software applications programs.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.
- Make oral and written presentations.
- Work independently.
- Must be willing to work occasional early mornings, weekends, and evenings.

EDUCATION AND EXPERIENCE:

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

Equivalent to an Associate of Arts degree in Human Resources Management, Business or Public Administration, or a related field, and two (2) years of technical Human Resources support experience in a public agency setting.

LICENSE AND CERTIFICATES:

LICENSES AND CERTIFICATIONS:

Possession of a valid California Class C driver's license and a safe driving record.

WORKING CONDITIONS:

PHYSICAL DEMANDS

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

ENVIRONMENTAL ELEMENTS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employee may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.K.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Matthew Doza, Sergeant

DATE: August 3, 2023

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE WAIVER OF
MUNICIPAL CODE SECTION 6.04.010 DOG LICENSING FEE FOR
UP TO 50 PARTICIPANTS IN THE MICROCHIP CLINIC EVENT
ON SATURDAY, AUGUST 26, 2023**

RECOMMENDATION

Adopt a resolution authorizing the waiver of the dog licensing fee as mandated by Municipal Code Section 6.04.010 for all residents registering their dogs during the Microchip Clinic event being held by the Seaside Police Department Animal Control Unit on Saturday, August 26, 2023.

BACKGROUND

This waiver is proposed in an effort to promote responsible pet ownership, improve the ability of lost or stray animals to be returned to their owners, and ultimately enhance public safety. The fiscal impact associated with the waived fees is expected to be offset by increased compliance and a potential reduction in resources required to manage stray and lost animals.

FISCAL IMPACT

The anticipated revenue loss from waiving the \$28.00 dog licensing fee for approximately 50 residents during the Microchip Clinic event will total \$1,400.

ATTACHMENTS

1. Resolution
-

Reviewed for Submission to the City Council by:

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

Jaime M. Fontes, City Manager

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**AUTHORIZING THE WAIVER OF THE DOG LICENSING FEE AS
MANDATED BY MUNICIPAL CODE SECTION 6.04.010 FOR UP TO 50
RESIDENTS REGISTERING THEIR DOGS DURING THE MICROCHIP
CLINIC EVENT BEING HELD BY THE SEASIDE POLICE DEPARTMENT
ANIMAL CONTROL UNIT ON SATURDAY, AUGUST 26, 2023**

WHEREAS, the Seaside Police Department Animal Control Unit is hosting a microchip clinic on Saturday, August 26, 2023; and

WHEREAS, the purpose of the microchip clinic is to promote responsible pet ownership and improve the ability of lost or stray animals to be returned to their owners; and

WHEREAS, the City of Seaside currently requires a dog licensing fee of \$28 per year; and

WHEREAS, the City's Police Department received a donation of fifty (50) microchips; and

WHEREAS, the fiscal impact associated with the waived fees will total \$1,400; and

WHEREAS, the fiscal impact is expected to be offset by increased compliance and a potential reduction in resources required to manage stray and lost animals.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Seaside, as follows:

Section 1. The City Council authorizes the waiver of the dog licensing fee as mandated by Municipal Code Section 6.04.010 for up to fifty (50) residents registering their dogs during the microchip clinic event being held by the Seaside Police Department Animal Control Unit on Saturday, August 26, 2023.

Section 2. This resolution shall take effect immediately.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 3rd day of August, 2023 by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED TO FORM:

Sheri L. Damon, City Attorney



CITY OF SEASIDE STAFF REPORT

Item No.: 8.L.

TO: City Council

FROM: Jaime M. Fontes, City Manager

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

DATE: August 3, 2023

**SUBJECT: REVIEW AND TAKE ACTION ON TRAFFIC ADVISORY
COMMITTEE RECOMMENDATIONS TO DENY AN ADDITIONAL
DRIVEWAY ON KENNETH AVENUE**

RECOMMENDATION

Deny installation of an additional driveway approach at 1240 Kenneth Avenue.

BACKGROUND

This application was first heard by the Traffic Advisory Committee (TAC) at the June 20, 2023 meeting. During this meeting, committee members requested additional information on Seaside Municipal Code section 17.34.120. The committee voted to bring the item back to the TAC for additional discussion during the July meeting. At the July 18, 2023 TAC meeting, the item was reviewed and a recommendation was made by the committee members. A brief summary of the item is presented below.

The property owner of 1240 Kenneth Street requested a second driveway approach, to be located on the north side of the property off of Kenneth Street, to allow parking on the property. He has already paved an area with concrete but has not yet constructed a driveway approach.

Kenneth Street is classified as a residential street, with posted speed limits of 25 miles per hour (mph) and one lane of traffic in the northbound direction. Kenneth Street is approximately 21 ft. wide, measured from face of curb to face of curb, with parallel parking on both sides. No sidewalk is present on the applicants side of the street, but an unpaved area behind the rolled curb is approximately 4 ft wide. 1240 Kenneth Street is a single parcel with one residence and a detached one car garage on the south side of the property. The property has approximately 75 ft of street frontage from Kenneth

Street, with an existing driveway, with approximately 550 square feet of paved surface area. Off street parking is provided by the one car garage and driveway.

STAFF ANALYSIS

The City of Seaside's Municipal (SMC) code Section 17.34.120 Driveways and Site Access, outlines the requirements for driveways of Single Family Dwellings as follows:

A. Number of driveways. The number and placement of driveways shall be limited as follows; provided, that second driveways or additional curb cuts may be approved by the Traffic Advisory Committee:

1. Single dwellings and duplexes. A single dwelling or duplex shall be allowed one driveway, except that:

a. A circular driveway may be allowed on a parcel with 70 feet or more of street frontage;

and

b. A parcel within the RS-8 or RS-12 zones with a frontage of 200 feet or more may have two separate driveways; provided, that they are separated by a minimum of 100 feet, or lesser distance as approved by the City Engineer based on considerations of site topography and traffic safety.

C. Driveway Spacing. Driveways shall be separated along a street frontage as follows:

1. Single-Family and duplex residential developments. Driveways on abutting properties shall be separated by six feet, unless the City Engineer approves a shared, single driveway. The six-foot separation shall not include the transition or wing sections on each side of the driveway.

The first time TAC reviewed the property owner request was on June 20th. After that meeting and before the next TAC meeting on July 18th, Public Works Engineering staff conducted a review of past City ordinances and discussed shared driveways and driveway approaches with a Traffic Engineer from the City's on-call list for Traffic Engineering. A review of City ordinances pertaining to SMC Title 17 did not reveal any additional information pertaining to the above referenced code sections.

The City's on-call traffic engineer analyzed shared driveway conditions for potential safety and traffic flow concerns as well as several municipal codes from other jurisdictions. The traffic engineer stated that they were not aware of any safety issues that are unique to shared driveways. When reviewing other municipal codes, they also found that a number of other municipalities have similar driveway spacing restrictions to those present in the SMC, but may provide requirements for shared driveway approval which include formalized agreements between property owners, easements, and/or covenants to be recorded with the County Recorder.

Per the above stated code sections, 1240 Kenneth Street is not eligible for a second

driveway, as its frontage is only 75 feet of the required 200 feet, and the driveway would be located less than 6 feet from the driveway of the abutting property to the north.

Additionally, the approval of this application would remove one public parking spot from Kenneth Street to make room for a new driveway approach, and convert that public street parking spot into a private parking spot in the driveway.

Staff recommended denying the resident's application for an additional driveway off of Kenneth Street, (attachment 1) as the property does not meet the minimum requirements as stated in SMC Section Section 17.34.120. The TAC agreed to the staff's recommendation to deny the resident's application.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ATTACHMENTS

1. 1240 Kenneth Exhibit
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager



APPLICATION FEE PER THE CURRENT ADOPTED FEE SCHEDULE

Traffic Advisory Committee Request Application

The following information is required to process all Traffic Advisory Committee requests. This information will be used to contact the applicant should staff have questions or needs clarification on the request. This information will also appear in the staff report presented to the Traffic Advisory Committee and/or City Council.

The Traffic Advisory Committee meets the 3rd Tuesday of every month at 5:00 PM in the City of Seaside's City Hall Conference room. This meeting is open to the public and applicants are encouraged to attend.

Name: Amir Bonaghi Date: 4/27/23

Address: 1240 Kenneth st Phone: [REDACTED]

Type of Request (check all that apply):

- | | | |
|--|---|--|
| ☒ Parking Designations | ☐ Crosswalk | ☐ Curb Markings (White, Yellow, etc.) |
| ☐ Warning Sign | ☐ Traffic Signal/Stop Sign | ☐ Signing/Striping |
| ☐ Other _____ | | |

FEES WILL APPLY FOR PARKING AND CURB MARKING REQUESTS

Request: I want to add a second parking/space/driveway
to my property located at 1240 Kenneth st.
The second driveway will be 12 ft wide and 20 ft long.

Request Procedures are outlined on the back of this form. For any questions regarding the Traffic Advisory Committee (TAC) please contact 899-6825.

STATE OF NEW YORK
JULIE A. ADAMS, C. S. J.
JUDICIAL OFFICE



IN SENATE,
January 12, 1911.

REPORT
OF THE
COMMISSIONERS OF THE LAND OFFICE
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE
JANUARY 11, 1910.

ALBANY:
J. B. LIPPINCOTT & CO., PRINTERS,
1911.

THE COMMISSIONERS OF THE LAND OFFICE
HONORABLE SENATOR
J. B. LIPPINCOTT & CO., PRINTERS,
1911.

ALBANY:
J. B. LIPPINCOTT & CO., PRINTERS,
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THE COMMISSIONERS OF THE LAND OFFICE
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THE COMMISSIONERS OF THE LAND OFFICE
HONORABLE SENATOR
J. B. LIPPINCOTT & CO., PRINTERS,
1911.

TAC REQUEST PROCEDURE

The Traffic Advisory Committee (TAC) acts as an advisory board to the City Council per Chapter 2.37 of the Municipal Code. Recommendations made by the TAC are to be ratified by the City Council prior to implementation. The TAC consists of five members: a Council Member; Director of Public Works; Chief of Police; Director of Community Development; and the Fire Chief. The TAC reviews all requests for traffic safety regulatory or control devices, signs and markings, and conducts studies as well as offers recommendations to the City Council, Planning Commission or appropriate City department.

Upon submittal of a request, staff will place the request on the next available TAC agenda for a future scheduled meeting. All TAC's action will be forwarded for City Council consideration at their next available scheduled meeting.

Fees

Fees will be collected prior to installation of any approved requests that directly benefits the applicant, such as limited timed parking, white zones, etc. Prior to any required maintenance of the improvement, the same fee will apply and be billed to the applicant. The following fees have been determined based upon the cost of staff time and material for installation:

Description	Fee*
Marking curb – per curb (20' maximum length)	Per current adopted fee schedule
Installation of one sign	

* Fees subject to change per City Council approved fee schedule. Fee determined by date of application.

PLEASE COMPLETE FOR PARKING AND CURB MARKING REQUESTS

TAC REQUEST ACKNOWLEDGEMENT STATEMENT

I, Amir Bonaghi understand that should my request be approved by the Traffic Advisory Committee and City Council, I will be responsible for the fee prior to the installation of my request. I also understand that if approved by City Council the improvements will be reviewed annually or whenever deemed appropriate by the Public Works Department for any required maintenance and I will be charged the corresponding fee.

Amir Bonaghi
Applicant Signature

4/27/23
Date

TAC REQUEST

The TAC is a committee of the Board of Directors of the City of Los Angeles. It is responsible for the review and recommendation of all proposed changes to the City Charter and the City Code of Ordinances. The TAC is also responsible for the review and recommendation of all proposed changes to the City's financial policies and procedures. The TAC is composed of representatives from the City's various departments and agencies, as well as representatives from the public. The TAC meets regularly to discuss and make recommendations on these issues.

Up to the TAC, the City's financial policies and procedures are reviewed and recommended. The TAC is responsible for the review and recommendation of all proposed changes to the City's financial policies and procedures. The TAC is also responsible for the review and recommendation of all proposed changes to the City's financial policies and procedures.

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Item	Description	Amount
1.0	Item 1.0	1.0
2.0	Item 2.0	2.0
3.0	Item 3.0	3.0

The TAC is responsible for the review and recommendation of all proposed changes to the City's financial policies and procedures. The TAC is also responsible for the review and recommendation of all proposed changes to the City's financial policies and procedures. The TAC is composed of representatives from the City's various departments and agencies, as well as representatives from the public. The TAC meets regularly to discuss and make recommendations on these issues.

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TAC REQUEST
ACKNOWLEDGMENT

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Install an additional driveway approach for 1240 Kenneth St.



Area of requested driveway approach for 1240 Kenneth.



Front of residence off Kenneth.



Existing driveway on Kenneth.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.M.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Samantha Alcaraz, Human Resources Analyst
Sandra Floyd, Human Resources Director/Risk Manager

DATE: August 3, 2023

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO
ENTER INTO A CONTRACT WITH SLOAN SAKAI ATTORNEYS AT
LAW FOR LEGAL AND INVESTIGATION SERVICES IN THE
AMOUNT NOT TO EXCEED \$100,000.00**

RECOMMENDATION

Adopt a resolution authorizing the City Manager to enter into a contract with Sloan Sakair Attorneys At Law, for legal services regarding personnel matters.

BACKGROUND

The Human Resources/Risk Management Department is requesting outside legal services to assist with a variety of personnel related matters that exceed current Human Resources staff capacity.

The Sloan Sakai Attorneys At Law is a Public Law and Consulting Firm that has unparalleled experience representing public agencies in California. They have represented the State of California, the California Senate and Assembly, the Judicial Council of California, cities, counties, local agency formation commissions, and numerous other organizations and districts.

Their services will assist the City with employment related matters, including:

1. Investigations
2. Government Law Challenges
3. Compensation and Classification Studies
4. Labor Law
5. Labor Relations

Per Municipal Code section 2.04.220, under Investigation of City affairs, which allows the City Manager to explore into affairs pertaining to the City and its Departments.

If authorization is granted to contract with Sloan Sakai Attorneys At Law, the agreement will be nonbinding and can be ceased at any time.

FISCAL IMPACT

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

ATTACHMENTS

1. Retention Agreement
 2. Resolution
-

Reviewed for Submission to the City Council by:

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

Jaime M. Fontes, City Manager

PRIVILEGED AND CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION

July 27, 2023

Via E-mail & U.S. Mail

Sandra Floyd
Human Resources Director/Risk Manager
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

Re: Engagement of Legal Services

Dear Ms. Floyd:

Thank you for retaining Sloan Sakai Yeung & Wong LLP (“SSYW”), to perform as needed advice and representation on labor and employment issues, including personnel investigations. We appreciate the opportunity to serve as your lawyers and look forward to working with you.

This letter sets forth our agreement concerning the legal services we will provide and our fee and expense reimbursement arrangements for those services. Please read this entire agreement before signing and returning it to us.

1. **Scope of Engagement.** We will provide as needed advice and representation on labor and employment issues, including personnel investigations. Our work is limited to such services. We will provide legal services for additional matters that you request of us, provided we agree to perform that additional work. A letter confirming such additional work shall bring such work within the scope of this agreement.
2. **Fees and Personnel.** As compensation for our services, our fees will be based on our current standard billing rate for the personnel performing services under this agreement at the time such services are rendered. Our standard non-profit billing rates for this matter for attorneys, paralegals and legal assistants are attached as Attachment 1.

I will be the partner in charge of your matter. However, this agreement retains the legal services of our law firm and not of a particular attorney. If other attorneys and/or paralegals are assigned to work on your matter, then current hourly rates of those individuals will be utilized. Hourly rates are subject to reasonable change, usually in January of each year.

Sandra Floyd
July 27, 2023
Page 2

3. **Billing and Payment Responsibilities.** We will send monthly statements which are due within 30 days of receipt. If you have any questions about an invoice, please promptly telephone or write me so that we may discuss these matters. Billing is done in 1/10ths of an hour increments.

In addition, the Firm charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on a client's behalf. Such costs and disbursements include, for example, the following: travel (at the IRS rate in effect at the time the travel occurs), computer-assisted research, transcription, overnight delivery and messenger services. For major disbursements to third parties, invoices may be sent directly to you for payment. The Firm also bills for time spent traveling on a client's behalf at our normal hourly rates.

4. **Termination of Services.** You may terminate our services at any time by written notice. After receiving such notice, we will cease providing services. We will cooperate with you in the orderly transfer of all related files and records to your new counsel.

We may terminate our services at any time with your consent of for good cause. Good cause exists if (a) any statement is not paid within 60 days of its date; (b) you fail to meet any other obligation under this agreement and continue in that failure for 15 days after we send written notice to you; (c) you have misrepresented or failed to disclose material facts to us, refused to cooperate with us, refused to follow our advice on a material matter, or otherwise made our representation unreasonably difficult; or (d) any other circumstance exists in which ethical rules of the legal profession mandate or permit termination, including situations where a conflict of interest arises. If we terminate our services, you agree to execute a substitution of attorneys promptly and otherwise cooperate in effecting that termination.

Termination of our services, whether by you or by us, will not relieve the obligation to pay for services rendered and costs incurred before our services formally ceased.

5. **Insurance.** During the term of this agreement, this law firm shall take out and maintain general liability and property damage insurance in the amount of \$1,000,000; professional errors and omissions insurance, in an amount of \$2,000,000 per occurrence; and \$4,000,000 aggregate, which insurance may not be canceled or reduced in required limits of liability unless at least ten days advance written notice be given to you.
6. **No Guarantee of Outcome.** Any comments made by us about the potential outcome of this matter are expressions of opinion only and are not guarantees or promises about any outcome or results.

Sandra Floyd
July 27, 2023
Page 3

7. **Government Law; Venue.** This agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.
8. **Entire Agreement; Full Understanding; Modifications in Writing.** This letter contains our entire agreement about our representation. Any modifications or additions to this letter agreement must be made in writing.
9. **Use of “Of Counsel” Independent Contractors.** Our firm maintains agreements with experienced “Of Counsel” attorneys who are not employees of SSYW, but are rather considered independent contractors. These Of Counsel attorneys may also practice law separate and apart from SSYW. Of Counsel attorneys are billed at the same rate, and meet the same exceptional performance standards, as comparable attorneys employed by SSYW. By signing this letter, you are consenting to SSYW’s use of Of Counsel attorneys, if necessary for your representation.
10. **Document Retention/Destruction.** SSYW is endeavoring to be a “paperless” law firm. To that goal, the Firm attempts to minimize the generation and retention of documents. As a general rule, the Firm does not keep “hard” copies of pleadings, discovery, correspondence, or other documents associated with a project unless there is a need to maintain an original. Instead, documents are electronically scanned and maintained on the firm’s network system. If you would like to have hard copies of documents forwarded to you, please let us know. You will of course have the right to an electronic copy of any document associated with your matter at any time. Once our representation ends for any particular matter, the Firm’s policy is to maintain records for a period of five (5) years. If you wish to obtain a full copy of the Firm’s records for any particular project, we ask that you inform us of that desire at the outset of the project or at its conclusion. Otherwise, any records associated with a particular project will be destroyed after five (5) years.

If the terms of this engagement are acceptable to the City of Seaside and reflect its understanding and agreement, please return an executed copy of this letter. We look forward to working with you.

Sincerely,



Charles Sakai

Enclosures
cc: Billing Department

Sloan Sakai

ATTORNEYS AT LAW

Sandra Floyd
July 27, 2023
Page 4

These terms are accepted and agreed to as of the date of this letter.

By: _____
Sandra Floyd
Human Resources Director/Risk Manager
City of Seaside

ATTACHMENT 1

Public Sector and Non-Profit Fee Schedule

Effective January 1, 2023 to December 31, 2023

Partners:	\$325 - \$495
Of Counsel:	\$295 - \$395
Senior Counsel:	\$295 - \$395
Associates:	\$260 - \$325
Law Clerks:	\$205
Paralegals:	\$125 - \$195
Analysts:	\$90 - \$190
Consultants:	\$195 - \$325

These rates are reviewed and may be adjusted annually, generally in January of each year.

Sandra Floyd
July 27, 2023
Page 6

ATTACHMENT 2

SLOAN SAKAI YEUNG & WONG LLP
STATEMENT OF FEE AND BILLING INFORMATION

The following is a general description of our fee and billing policies. These general policies may be modified by the specific engagement letter or agreement to which this summary is attached.

Professional Fees. Our fees for professional services are based on the fair value of the services rendered. To help us determine the value of our services, our attorneys and paralegals maintain time records for each client and matter. Our attorneys and paralegals are assigned hourly rates which are based on years of experience, specialization, training and level of professional attainment. We adjust our rates periodically (usually at the beginning of each year) to take into account inflation and the increased experience of our professional personnel.

To keep professional fees at a minimum, legal work that does not require more experienced attorneys will be performed, where feasible, by attorneys with lower billing rates. Of course, the quality of the work is paramount, and we do not sacrifice quality to economy.

Before undertaking a particular assignment, we will, if requested, provide you with a fee estimate to the extent possible. Estimates are not possible for some matters, however, and cannot be relied on in many others because the scope of our work will not be clear at the outset. When a fee estimate is given, it is only an estimate; it is not a maximum or minimum fee quotation. The actual fee may be more or less than the quoted estimate.

Billing and Payment Procedures. Unless other arrangements are made at the time of the engagement, invoices will be sent monthly. Invoices for outside services exceeding \$100 may be billed separately. Occasionally, however, we may defer billing for a given month or months if the accrued fees and costs do not warrant current billing or if other circumstances would make it appropriate to defer billing.

Our invoices contain a brief narrative description of the work performed; if requested, the initials of the attorney who performed the work will appear on the statement. The invoice will include a line item reflecting in-house administrative costs. The firm's in-house administrative costs include duplicating, facsimile charges, telephone charges, e-mail, postage, mileage and other administrative expenses.

In addition, the Firm charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on a client's behalf. Such costs and disbursements

Sandra Floyd
July 27, 2023
Page 7

include, for example, the following: travel (at the IRS rate in effect at the time the travel occurs), computer-assisted research, transcription, overnight delivery and messenger services. For major disbursements to third parties, invoices may be sent directly to you for payment. The Firm also bills for time spent traveling on a client's behalf at our normal hourly rates.

If you have any questions regarding an invoice, the Billing Coordinator or Accounting Manager is available to answer your questions. For any unresolved matters, the Bar Association has an arbitration mechanism that can be used to resolve such matters.

Late Payments. Statements for services are payable upon presentation, and in all events, within thirty (30) days after receipt. Occasionally, a client has difficulty in making timely payments. To avoid burdening those clients who pay their statements promptly with the added costs we incur as a result of late payments, a late charge may be assessed on statements not paid within thirty (30) days. The maximum monthly late payment charge will be 1.5% per month. In the unlikely event we are required to institute legal proceedings to collect fees and costs, the prevailing party will be entitled to reasonable attorneys' fees and other costs of collection.

RESOLUTION NO. XX-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH SLOAK SAKAI ATTORNEYS AT LAW FOR LEGAL SERVICES FOR AN AMOUNT NOT TO EXCEED \$100,000.00.

WHEREAS, Sloak Sakai Attorneys At Law is a full-service law firm offering a variety of legal services regarding employment and personnel matters such as investigations, compensation and classification, and Government Law Challenge; and

WHEREAS, Sloak Sakai Law Firm has been instrumental in representing public agencies in California, including the State of California, California Senate and Assembly, cities, counties and numerous districts; and

WHEREAS, The City of Seaside has an immediate need for their assistance; and

WHEREAS, Staff has determined the proposed scope of work and fees are reasonable considering the city's need; and

WHEREAS, the Finance Department is authorized to make any budget adjustments that are necessary; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorize the City Manager to execute a Services Agreement with Sloak Sakai Attorneys At Law for an amount not to exceed \$100,000.00.

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside authorizes the Finance Director to make any necessary budget adjustments to pay Sloak Sakai Attorneys Law Firm.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 3rd day of August 2023, by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Jaime M. Fontes, City Manager

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

DATE: August 3, 2023

SUBJECT: ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE 2023 HOT SPOT PAVEMENT REPAIR PROJECT AND APPROVING A CONSTRUCTION CONTRACT WITH DON CHAPIN COMPANY FOR AN AMOUNT NOT TO EXCEED \$455,613.00 AND A TOTAL PROJECT CONSTRUCTION COST, INCLUDING 10% CONTINGENCY, OF \$501,174.00

RECOMMENDATION

Adopt a resolution approving the plans and specifications for the 2023 Hot Spot Pavement Repair Project (Project) and approving a construction contract to construct the Project for an amount not to exceed \$455,613.00 for a total project construction amount, including contingencies, of \$501,174.00.

BACKGROUND

On March 2, 2023, the City Council approved the Streets Pavement Rehabilitation Funding Policy (Policy) through proposed modifications to the FY 2022-23 Annual Operating Budget detailed in the Mid-Year Financial Report (Resolution 23-52). The Policy was created to provide additional funding sources for street maintenance and rehabilitation. The Policy provides that at the time of the mid-year budget review, twenty five percent (25%) of any projected year-end operating budget surplus will be committed to the pavement rehabilitation project for the following year. The FY 2022-23 projected year-end operating surplus is \$2.5 million, yielding approximately \$614,000 to be committed to this year's pavement rehabilitation project.

The City Council awarded a professional services agreement with Pavement Engineering Inc. (PEI) to design and prepare construction bid documents for the 2023 Hot Spot Pavement Repair Project (Project). The design included field investigation and

evaluation of pothole locations based upon observations of the Public Works crew, frequently requested locations, and See-Click-Fix reported pothole locations. The evaluation presented a mixture of permanent repair as well as temporary repair options.

The temporary repairs are meant to act as a barrier such that the roadway does not further deteriorate and to act as a stop gap measure until funding is obtained for more appropriate treatment. PEI completed the Project bid documents which includes 4-inch deep 'dig out' pavement repairs totaling 20,723 square feet within 14 area zones and 1-1/2 inch thin maintenance overlays on four street segments. The latter is intended as a stop-gap measure.

PEI completed the construction bid document and the Project was released for construction bids on June 29, 2023. On July 20, 2023, two bids were received as shown in the following table:

Contractor	Base Bid	Alternate 1	Alternate 2	Total (Base+Alts)
Don Chapin Company Company Inc.	\$455,613.00	\$51,715.00	\$6,362.00	\$513,690.00
Coastal Paving and Excavating Inc.	\$535,320.00	\$54,265.00	\$6,010.00	\$595,595.00

The basis of award is determined as the sum of the total base bid plus alternates.

Based upon an evaluation of bid documents received, The Don Chapin Company Inc., (Chapin) was the lowest responsive and responsible bidder, with a total base bid plus alternatives of \$513,690.00. Chapin has completed projects with pavement restoration for the cities of Salinas, Soledad, and Monterey. In consideration of the available funding and potential construction conflict with the Caltrans project along Highway 218, staff recommends awarding the base bid only.

ENVIRONMENTAL COMPLIANCE

This project is exempt from the California Environmental Quality Act (CEQA) pursuant to Class 1, Section 15301: Existing Facilities Class 1 exemptions consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alterations of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use.

Evidence: The proposed project would consist of repairing pavement sections on city streets which would not result in an expansion or significant modification of the existing roadway. Therefore, there are no significant impacts associated with the pavement repair Project.

FISCAL IMPACT

The proposed construction contract with Chapin is a not-to-exceed amount of \$455,613.00. A construction contract contingency of 10%, or \$45,561.00, is appropriate for a project of this size.

The adopted fiscal year 2023-24 budget for the 2023 Hot Spot Pavment Repair Project is \$613,734.00 (Account No. 212-8920-9600). In addition to the construction, the project requires public notice, construction management, and inspection services.

Based upon the services necessary for the Project and the construction contingencies, an additional amount of \$40,000.00 is needed to deliver the Project, resulting in a revised Project budget of \$653,734.00. The approved budget for pavement projects (Account No. 212-8920-9600) has sufficient funds to support the additional \$40,000.00. This will result in a reduction of the FY 2022/2023 Pavement Rehabilitation Project budget currently under design.

ATTACHMENTS

1. Resolution
2. Chapin Contract
3. Contract Specifications
4. Addendum No.1
5. Project Plans
6. Chapin Bid

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 THE PLANS AND SPECIFICATIONS FOR 2023 HOT SPOT PAVEMENT REPAIR PROJECT AND AWARDING A CONSTRUCTION CONTRACT TO THE DON CHAPIN COMPANY INC. FOR AN AMOUNT NOT TO EXCEED \$455,613.00 AND TOTAL PROJECT CONSTRUCTION COST INCLUDING A 10% CONTINGENCY OF \$501,174.00

WHEREAS, 2023 Hot Spot Pavement Repair Project design entails field investigation and evaluation of pothole locations based upon the Public Works crew, frequently requested locations, and See Click Fix reported pothole locations; and

WHEREAS, the based upon the investigation and evaluation of pot holes a mixture of permanent repair as well as temporary repair options were presented; and

WHEREAS, the temporary repairs are meant to act as a barrier such that the roadway does not further deteriorate and to act as a stop gap measure until funding is obtained for more appropriate treatment; and

WHEREAS, Pavement Engineering Inc. prepared bid documents for the 2023 Hot Spot Pavement Repair Project which includes 20,723 square feet of pavement dig out repairs and thin maintenance overlays on four roadway sections; and

WHEREAS, on June 29, 2023, the project was released for construction bids, and on July 20, 2023, two bids were received; and

WHEREAS, the basis of award was determined by the total base bid plus alternates but due to pending project and limited funds, the City determined to award the base bid only;

WHEREAS, The Don Chapin Company Inc. was determined to have the lowest responsive and responsible bid in the amount of \$513,690.00 with the base bid being \$455,613.00; and

WHEREAS, an amount of \$45,651.00 contingency, approximately 10% of the base bid, should be authorized on an as required basis; and

WHEREAS, The Don Chapin Company Inc. has successfully completed similar work projects for other municipalities; and

WHEREAS, the Project is categorically exempt per Article 19, section 15301 of CEQA since the project repairs and performs improvements to the existing roadway and involves negligible or no expansion of use.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside approves the plans and specifications for the 2023 Hot Spot Pavement Repair Project dated June 29, 2023; and

BE IT FURTHER RESOLVED, that the City of Seaside City Council authorizes the City Manager to execute a construction contract with The Don Chapin Company Inc. for an amount not to exceed of \$455,613.00; and

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute up to an additional 10% contingency for written amendments, extensions, and change orders to the construction agreement outlined above such that the full value may not exceed \$501,174.00.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 3rd day of August, 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 CONSTRUCTION BID CONTRACT 2023 Hot Spot Pavement Repair Project

This Agreement, made and concluded in duplicate this 3rd day of August, 2023, between the CITY OF SEASIDE, herein referred to as "City", and The Don Chapin Company Inc., herein referred to as "Contractor".

WITNESSETH:

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

The work to be done is specified in these special provisions Titled "Book 1 Notice, Plans, & Special Provisions" for the 2023 Hot Spot Pavement Repair Project, dated June 29, 2023, approved by the City Engineer, which said special provisions and plans are made part of this contract.

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

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

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

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

ITEM	BID ITEM	PAYMENT REFERENCE	UNIT	TOTAL QTY	UNIT PRICE	TOTAL COST
1	Mobilization, Bonds & Insurance	TS-1.14	LS	1	\$13,000.00	\$13,000.00
2	Notification of Residents, Businesses & Agencies	TS-1.14	LS	1	\$6,000.00	\$6,000.00
3	Bicycle, Pedestrian & Traffic Control	TS-2.06	LS	1	\$30,250.00	\$30,250.00
4	Water Pollution Control	TS-3.02	LS	1	\$11,500.00	\$11,500.00
5	Remove & Replace 4" HMA	TS-6.04	SF	17,105	\$11.80	\$201,839.00
6	Maintenance Overlay "3/8 Type A HMA"	TS-5.04	TN	656	\$217.50	\$142,680.00
7	6" Deep Lift Stabilization Allowance	TS-6.04	SF	859	\$16.00	\$13,744.00
8	Adjust Manhole Cover to Finish Grade	TS-8.03	EA	3	\$3,050.00	\$9,150.00
9	Lower Water Valve Cover	TS-8.03	EA	1	\$1,200.00	\$1,200.00
10	Adjust Water Valve Cover to Finish Grade	TS-8.03	EA	9	\$1,450.00	\$13,050.00
11	Pavement Markings and Traffic Strips (Paint)	TS-9.05	LS	1	\$12,000.00	\$12,000.00
12	HMA Berm	TS-5.04	LF	12	\$100.00	\$1,200.00
Total						\$455,613.00

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

Article VII. Indemnity. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless, City and any and all of City's boards, officers, employees, agents, assigns, and successors in interest, from and against any and all claims losses, demand and expenses, including, but not limited to, attorney's fees and cost of litigation, on account of bodily injury, including death, or property damage arising out of or in any way connected to the work performed by Contractor under this agreement. Without affecting the rights of City under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

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

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

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

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

The Don Chapin Company Inc.
560 Crazy Horse Canyon Road
Salinas, California 93907

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

CITY OF SEASIDE

by: _____
Jaime M. Fontes, City Manager

Date

CONTRACTOR

by: _____
Caroline D. Chapin, Executive Vice President

Date

Licensed in accordance with an act
providing for the registration of Contractors.
License No. 406512

BOOK 1

NOTICE, PLANS & SPECIAL PROVISIONS

HOT SPOT PAVEMENT REPAIRS

City Project No. 212-8920-9600 GF



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

Reviewed by: Leslie Llantero
Assistant Engineer

CITY OF SEASIDE
Department of Public Works
JUNE 29, 2023

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Table of Contents
HOT SPOT PAVEMENT REPAIR

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

4.10	CLEANUP	13
4.11	HOURS OF WORK.....	13
4.12	PUBLIC NOTIFICATION	13
SECTION 5. GENERAL.....		15
5.01	LABOR NONDISCRIMINATION	15
5.02	PREVAILING WAGE	15
5.03	PUBLIC SAFETY.....	15
5.04	REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES.....	16
5.05	SUBCONTRACTING	17
5.06	PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS	17
SECTION 6. NOT USED		17
SECTION 7. MATERIALS		19
7.01	SOURCE OF SUPPLY AND QUALITY OF MATERIALS	19
7.02	TRADE NAMES AND ALTERNATIVES	19
7.03	SUBMITTALS	20
SECTION 8. OTHER REQUIREMENTS		21
8.01	GENERAL	21
8.03	PROJECT APPEARANCE	21
8.04	WORK SEQUENCING	21
8.05	DUST CONTROL	21
8.06	WATERING	21
8.07	OBSTRUCTIONS	21
8.08	MAINTAINING TRAFFIC.....	22
8.09	COOPERATION	22
SECTION 9. BID ITEM DESCRIPTION		23
9.01	BID - Itemized as specified by the project.....	23
SPECIAL PROVISIONS VOLUME II - TECHNICAL SPECIFICATIONS		



CITY OF SEASIDE **Notice Inviting Bids** **HOT SPOT PAVEMENT REPAIRS**

PUBLIC NOTICE IS HEREBY GIVEN that the City of Seaside will receive sealed bids for the above stated project in the office of the City Clerk, City of Seaside City Hall, located at 440 Harcourt Avenue, Seaside, CA 93955, until 3:00 pm on Thursday, July 20, 2023, at which time all bids will be publicly opened and read aloud.

The scope of the work will consist of all labor, material, equipment and services necessary to complete the work identified in plans titled Hot Spot Pavement Repairs and in the specifications, including but not limited to:

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

A non-mandatory pre-bid conference shall be held Wednesday, July 12, 2023 at 10:00 AM, in the Engineering Modular Building, 440 Harcourt Avenue, Seaside, CA 93955. Bidders are responsible to check the City's website where the project is advertised to be aware of any updates to the status of the meeting.

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

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

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

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

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

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

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

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

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

CITY OF SEASIDE
Public Works Department

_____/s/_____
Nisha Patel, PE
City Engineer

June 29, 2023
Date

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CITY OF SEASIDE
Special Provisions Volume I
HOT SPOT PAVEMENT REPAIRS

SECTION 1. SPECIFICATIONS AND PLANS

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

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

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

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

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

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

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

2. Written numbers and notes on a drawing govern over graphics
3. Detail drawing governs over a general drawing
4. Specific specification governs over a general specification
5. Specification in a section governs over a specification referenced by that section

1.02 DEFINITIONS AND TERMS.

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

1. standard specifications: Specifications standard to Caltrans construction projects. These specifications are in a book titled *Standard Specifications, State of California, California State Transportation Agency, Department of Transportation*, dated 2018 published by the California Department of Transportation.
2. revised standard specifications: New or revised standard specifications. These specifications are in a section titled Revised Standard Specifications of a book titled "Contract Documents, Plans and Special Provisions."
3. special provisions: Specifications specific to the project. These specifications are in sections titled "Special Provisions Volume I" and "Special Provisions Volume II" of a book titled "Contract Documents, Plans and Special Provisions".

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

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

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

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

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

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

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

1.03 CONTRACTOR'S COPIES OF CONTRACT DOCUMENTS.

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

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

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

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

2.06 REJECTION OF PROPOSALS CONTAINING ALTERATIONS ERASURES, OR IRREGULARITIES. Proposals may be rejected if they show any alteration of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind.

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

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

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

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

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

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

Additionally, Contractor must:

- Hold a valid City of Seaside business license for the duration of this contract.
- Possess a Class A General Contractors License
- Obtain City of Seaside no-fee encroachment permit

SECTION 3. AWARD AND EXECUTION OF CONTRACT

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

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

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

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

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

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

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

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

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

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

3.07 INDEMNIFICATION. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless, City and any and all of City's boards, officers, employees, agents, assigns, and successors in interest through legal counsel reasonably acceptable to the City, from and against any and all claims losses, demand and expenses, including, but not limited to, attorney's fees and cost of litigation, on account of bodily injury, including death, or property damage arising out of or in any way connected to the work performed by Contractor under this agreement. Without affecting the rights of City under any provision of this agreement, Contractor shall not be required to indemnify and hold

harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

3.08 RESPONSIBILITY FOR DAMAGE AND INSURANCE. Prior to the beginning of and throughout the duration of the work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Contractor shall provide the following types and amounts of insurance:

1. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$2,000,000 per occurrence for all covered losses and no less than \$4,000,000 general aggregate.

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

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

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

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

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

Contractor and City agree as follows:

1. Contractor agrees to endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition date of 1985. Contractor also agrees to require all contractors, subcontractors, and anyone else involved in any way with the project contemplated by this agreement to do likewise.
2. Any waiver of subrogation express or implied on the part of City to any party involved in this agreement or related documents applies only to the extent of insurance proceeds actually paid. City, having required that it be named as an additional insured to all insurance coverage required herein, expressly retains the right to subrogate against any party for sums not paid by insurance. For its part, Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors or others involved in any way with the project(s) contemplated by this agreement, to do likewise.

3. All insurance coverage maintained or procured by Contractor or required of others by Contractor pursuant to this agreement shall be endorsed to delete the subrogation condition as to City, or to specifically allow Contractor or others providing insurance herein to waive subrogation prior to a loss. This endorsement shall be obtained regardless of existing policy wording that may appear to allow such waivers.
4. It is agreed by Contractor and City that insurance provided pursuant to these requirements is not intended by any party to be limited to providing coverage for the vicarious liability of City, or to the supervisory role, if any, of City. All insurance coverage provided pursuant to this or any other agreement (express or implied) in any way relating to City is intended to apply to the full extent of the policies involved. Nothing referred to here or contained in any agreement involving City in relation to the project(s) contemplated by this agreement is intended to be construed to limit the application of insurance coverage in any way.
5. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of binders of coverage, or endorsements, or certificates of insurance, at the option of City, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at City option.
8. Contractor agrees to endorse, and to require others to endorse, the insurance provided pursuant to these requirements, to require 30 days notice to City and the appropriate tender prior to cancellation of such liability coverage and notice of any material alteration or non-renewal of any such coverage, and to require contractors, subcontractors, and any other party in any way involved with the project contemplated by this agreement to do likewise.
9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contractor or any subcontractor, is intended to apply first and on a primary non-contributing basis in relation to any other insurance or self-insurance available to City.
10. Contractor agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Contractor agrees that all layers of third party liability coverage required herein, primary, umbrella and excess, will have the same starting and expiration date. Contractor agrees further that all other third party coverages required herein will likewise have concurrent starting and ending dates.
12. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
13. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to City.
14. For purposes of applying insurance coverage only, all contracts pertaining to the project will be deemed to be executed when finalized and any activity commences in furtherance of performance under this agreement.
15. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with

any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

16. Contractor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. The insurance shall include but not be limited to products and completed operations and discontinued operations, where applicable. Termination of this obligation is not effective until City executes a written statement to that effect.
17. Contractor agrees to waive its statutory immunity under any workers' compensation statute or similar statute, in relation to the city, and to require all subcontractors and any other person or entity involved in the project contemplated by this agreement to do likewise.
18. Requirements of specific coverage features are not intended as limitations on other requirements or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be all-inclusive.
19. Any provision in any of the construction documents dealing with the insurance coverage provided pursuant to these requirements, is subordinate to and superseded by the requirements contained herein. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. All liability coverage provided according to these requirements must be endorsed to provide a separate aggregate limit for the project that is the subject of this agreement and evidencing products and completed operations coverage for not less than two years after issuance of a final certificate of occupancy by all appropriate government agencies or acceptance of the completed work by City.
21. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
22. Contractor agrees to obtain and provide to City a copy of Professional Liability coverage for Architects or Engineers working on this project through Contractor. City shall determine the liability limit.

SECTION 4. PROSECUTION AND PROGRESS

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

The Contractor shall begin work within 10 calendar days after the Notice to Proceed has been issued by the City of Seaside. This work shall be diligently prosecuted to completion before the expiration of 25 WORKING DAYS beginning on the fifteenth calendar day after execution of the contract.

The Contractor shall pay liquidated damages to the City of Seaside, the sum of \$1,500 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

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

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

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

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

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

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

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

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

1. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
2. For claims of less than fifty thousand dollars the City shall respond in writing to any written claim within 45 days of receipt of the claim, or may request in writing within 30 days of receipt of the claim any additional documentation supporting the claim or relating to defenses or claims the City may have against the claimant.

If additional information is thereafter required, it shall be requested and provided pursuant to this section upon mutual agreement of the City and the Contractor. The City's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of

the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 5. GENERAL

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

5.02 PREVAILING WAGE. The general prevailing wage rates are determined by the Director of Industrial Relations, for the County of Monterey. Current prevailing wage rates can be found in "General Prevailing Wage Determinations made by the Director of Industrial Relations" (wage determinations) at the Division of Labor Statistics and Research, Prevailing Wage Unit, P. O. Box 420603, San Francisco, CA 94142, (415) 703-4774, or at DIRs website at <http://www.dir.ca.gov/>. These wage rates are not included in the Bid book for the project. Changes, if any, to the general prevailing wage rates will be available at the same location. The City will include a copy of the applicable State prevailing wage rates with the contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 6. NOT USED

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SECTION 7. MATERIALS

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

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

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

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

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

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

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

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

Submittal of shop drawings, product data or samples that do not comply with the Contract Documents does not constitute a valid request for substitution, nor does it constitute acceptance of a substitution.

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

No extension of contract time will be allowed through your failure to either transmit requests for substitution sufficiently in advance of the work, or

on account of processing time outside the time limits noted above.

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

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

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

All submittals must be electronic.

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

Submittal numbers shall have the following format:

XX.YY (NN-N.NN)

Where:

XX = the sequential submittal number

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

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

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

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

SECTION 8. OTHER REQUIREMENTS

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

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

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

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

Submittals for long lead items shall be submitted to the Engineer, and once approved ordered as the first order of business to not delay the commencement of construction activities.

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

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

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

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

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

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

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

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

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

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

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

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

8.08 MAINTAINING TRAFFIC.

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

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

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

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

The provisions in this section shall in nowise relieve you from your responsibility for providing for the safety of the public as provided in said Section 7-1.04 nor relieve you from your responsibility for damage as provided in Section 5-1.39, "Damage Repair and Restoration "

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

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

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

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

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

8.09 COOPERATION. In the event construction is under way by other forces or by other contractors within or adjacent to the limits of the work specified, cooperate with the other contractors or other forces to the end that any delay or hindrance to their work will be avoided. Each contractor shall be responsible to the other for damage to work, to persons or property caused to the other by their operations, and for loss caused the other due to unnecessary delays or failure to finish the work within the time specified for completion.

SECTION 9. BID ITEM DESCRIPTION

9.01 BID - ITEMIZED AS SPECIFIED BY THE PROJECT

BAS BID

Bid Item 1. Mobilization Bonds & Insurance

The lump sum (LS) price paid for "Mobilization, Bonds, & Insurance" shall be considered as full compensation for mobilization as specified herein, including but not limited to obtaining all required permits, licenses, and paying all fees, moving on the site any equipment required for the operations, preparatory work, coordination and cooperation, inquiring information about other anticipated projects in the project areas and coordination to minimize delays, project meetings, subcontractor insurance and bonds, Contractor insurance and bonds, demobilization and all other mobilization work, and no additional payment shall be allowed therefor.

Bid Item 2. Notification of Residents, Businesses & Agencies

The contract lump sum (LS) price paid for "Notification of Residents, Businesses & Agencies" shall be considered as full compensation for notifying the affected residents, businesses, local schools hospitals, ambulance services, police and fire departments, transit agencies, refuse collectors, and Underground Service Alert (USA) as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer as may be required to complete the work.

Bid Item 3. Bicycle, Pedestrian & Traffic Control

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

Bid Item 4. Storm Water Pollution Control Program

The contract lump sum (LS) paid for "Storm Water Pollution Control Program" shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work.

Bid Item 5. Remove & Replace 4" HMA

The contract per square foot (SF) price paid for "Remove & Replace 4" HMA" shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved to remove and disposal of asphalt and replacing with 4" HMA as indicated on the drawings and in accordance with the Standard Specifications and these Special Provisions, and as directed by the Engineer as may be required to complete the work.

Bid Item 6. Maintenance Overlay "3/8 Type A HMA"

The contract per ton (TN) price paid for "Maintenance Overlay "3/8 Type A HMA" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in constructing HMA, complete in place, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

Bid Item 7. 6" Deep Lift Stabilization Allowance

The contract per square foot (SF) price paid for "6" Deep Lift Stabilization Allowance" shall include full compensation for removal of unsuitable subgrade and placement and compaction of six (6") inches of hot mix asphalt (HMA). Payment for this item shall only be made on an allowance basis and only for the work completed. The Contract shall have no claim to that portion of the allowance which is not necessary for the project.

Bid Item 8. Adjust Manhole Cover to Finish Grade

The contract per each (EA) unit price paid for "Adjust Manhole Cover to Finish Grade" shall include for furnishing all labor, materials, tools, equipment, transportation, and incidentals for adjustment of surface utility flush with adjacent finish surface grade or as directed by project documents; and for performing all of the work involved as detailed in the Standard Specifications, these Special Provisions, and the plans and typical sections. No additional compensation will be allowed therefor.

Bid Item 9. Lower Water Valve Cover

The contract per each (EA) unit price paid for “Lower Water Valve Cover” shall include for furnishing all labor, materials, tools, equipment, transportation, and incidentals for adjustment of surface utility flush with adjacent finish surface grade or as directed by project documents; and for performing all of the work involved as detailed in the Standard Specifications, these Special Provisions, and the plans and typical sections. No additional compensation will be allowed therefor.

Bid Item 10. Adjust Water Valve Cover to Finish Grade

The contract per each (EA) unit price paid for “Adjust Water Valve Cover to Finish Grade” shall include for furnishing all labor, materials, tools, equipment, transportation, and incidentals for lowering adjustment of surface utility flush with adjacent finish surface grade or as directed by project documents; and for performing all of the work involved as detailed in the Standard Specifications, these Special Provisions, and the plans and typical sections. No additional compensation will be allowed therefor.

Bid Item 11. Pavement Markings and Traffic Strips (Paint)

The contract lump sum (LP) price paid for “Pavement Markings and Traffic Strips (Paint)” shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved with placing thermoplastic or painted pavement stripes and markings, including pavement markers, as specified in these Special Provisions, as shown on the plans and as directed by the Engineer and no additional compensation will be allowed.

Bid Item 12. HMA Berm

The contract per linear foot (LF) price paid for “HMA Berm” shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in construction an HMA berm as indicated on the drawings and in accordance with the Standard Specifications and these Special Provisions, and as directed by the Engineer as may be required to complete the work.

ALTERNATE 1

Bid Item 1.1 - Mobilization Bonds & Insurance

The lump sum (LS) price paid for “Mobilization, Bonds, & Insurance” shall be considered as full compensation for mobilization as specified herein, including but not limited to obtaining all required permits, licenses, and paying all fees, moving on the site any equipment required for the operations, preparatory work, coordination and cooperation, inquiring information about other anticipated projects in the project areas and coordination to minimize delays, project meetings, subcontractor insurance and bonds, Contractor insurance and bonds, demobilization and all other mobilization work, and no additional payment shall be allowed therefor.

Bid Item 1.2 - Notification of Residents, Businesses & Agencies

The contract lump sum (LS) price paid for “Notification of Residents, Businesses & Agencies” shall be considered as full compensation for notifying the affected residents, businesses, local schools hospitals, ambulance services, police and fire departments, transit agencies, refuse collectors, and Underground Service Alert (USA) as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer as may be required to complete the work.

Bid Item 1.3 - Bicycle, Pedestrian & Traffic Control

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

Bid Item 1.4 - Storm Water Pollution Control Program

The contract lump sum (LS) paid for “Storm Water Pollution Control Program” shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work.

Bid Item 1.5 - Remove & Replace 4" HMA

The contract per square foot (SF) price paid for "Remove & Replace 4" HMA" shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved to remove and disposal of asphalt and replacing with 4" HMA as indicated on the drawings and in accordance with the Standard Specifications and these Special Provisions, and as directed by the Engineer as may be required to complete the work.

Bid Item 1.6 - 6" Deep Lift Stabilization Allowance

The contract per square foot (SF) price paid for "6" Deep Lift Stabilization Allowance" shall include full compensation for removal of unsuitable subgrade and placement and compaction of six (6") inches of hot mix asphalt (HMA). Payment for this item shall only be made on an allowance basis and only for the work completed. The Contract shall have no claim to that portion of the allowance which is not necessary for the project.

Bid Item 1.7 - Pavement Markings and Traffic Strips (Paint)

The contract lump sum (LS) price paid for "Pavement Markings and Traffic Strips (Paint)" shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved with placing thermoplastic or painted pavement stripes and markings, including pavement markers, as specified in these Special Provisions, as shown on the plans and as directed by the Engineer and no additional compensation will be allowed.

ALTERNATE 2

Bid Item 2.1 - Mobilization Bonds & Insurance

The contract lump sum (LS) price paid for "Mobilization, Bonds, & Insurance" shall be considered as full compensation for mobilization as specified herein, including but not limited to obtaining all required permits, licenses, and paying all fees, moving on the site any equipment required for the operations, preparatory work, coordination and cooperation, inquiring information about other anticipated projects in the project areas and coordination to minimize delays, project meetings, subcontractor insurance and bonds, Contractor insurance and bonds, demobilization and all other mobilization work, and no additional payment shall be allowed therefor.

Bid Item 2.2 - Notification of Residents, Businesses & Agencies

The contract lump sum (LS) price paid for "Notification of Residents, Businesses & Agencies" shall be considered as full compensation for notifying the affected residents, businesses, local schools hospitals, ambulance services, police and fire departments, transit agencies, refuse collectors, and Underground Service Alert (USA) as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer as may be required to complete the work.

Bid Item 2.3 - Bicycle, Pedestrian & Traffic Control

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

Bid Item 2.4 - Storm Water Pollution Control Program

The contract lump sum (LS) price paid for "Storm Water Pollution Control Program" shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work.

Bid Item 2.5 - Remove & Replace 4" HMA

The contract square foot (SF) price paid for "Remove & Replace 4" HMA" shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved to remove and disposal of asphalt and replacing with 4" HMA as indicated on the drawings and in accordance with the Standard Specifications and these Special Provisions, and as directed by the Engineer as may be required to complete the work.

Bid Item 2.6 - 6" Deep Lift Stabilization Allowance

The contract per square foot (SF) price paid for "6" Deep Lift Stabilization Allowance" shall include full compensation for removal of unsuitable subgrade and placement and compaction of six (6") inches of hot mix asphalt (HMA). Payment for this item shall only be made on an allowance basis and only for the work completed. The Contract shall have no claim to that portion of the allowance which is not necessary for the project.

TECHNICAL SPECIFICATIONS

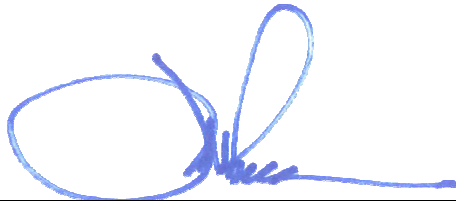
CITY OF SEASIDE

2023 HOT SPOT PAVEMENT REPAIRS

Prepared by:



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



Joseph L. Ririe, P.E.

6/29/2023

Date

TABLE OF CONTENTS

TS-1	GENERAL REQUIREMENTS	4
TS-1.01	General	4
TS-1.02	Submittals.....	4
TS-1.03	Schedule	4
TS-1.04	Safety	4
TS-1.05	Dig-Alert	4
TS-1.06	Dust Control	5
TS-1.07	Mobilization and Demobilization	5
TS-1.08	Roadway Preparation	5
TS-1.09	Project Site Maintenance.....	5
TS-1.10	Sanitary Facilities	6
TS-1.11	Protection and Restoration of Existing Improvements.....	6
TS-1.12	Notification of Residents, Businesses, and Agencies.....	6
TS-1.13	Reference.....	7
TS-1.14	Measurement and Payment.....	7
TS-2	TRAFFIC CONTROL	7
TS-2.01	General	7
TS-2.02	Submittals.....	8
TS-2.03	Material and Equipment.....	8
TS-2.04	Construction	8
TS-2.05	Detours.....	12
TS-2.06	Measurement and Payment.....	12
TS-3	WATER POLLUTION CONTROL.....	12
TS-3.01	General	12
TS-3.02	Measurement and Payment.....	12
TS-4	COLD PLANING	13
TS-4.01	General	13
TS-4.02	Equipment	13
TS-4.03	Construction	13
TS-4.04	Measurement and Payment.....	15
TS-5	HOT MIX ASPHALT (HMA).....	15
TS-5.01	General	15
TS-5.02	Materials.....	16
TS-5.03	Construction	16
TS-5.04	Measurement and Payment.....	22
TS-6	REMOVE & REPLACE HMA.....	23
TS-6.01	General	23
TS-6.02	Materials.....	23
TS-6.03	Construction	23
TS-6.04	Measurement and Payment.....	25
TS-7	ASPHALT TACK COAT	25
TS-7.01	General	25

TS-7.02	Submittals.....	25
TS-7.03	Materials.....	25
TS-7.04	Application.....	26
TS-7.05	Measurement and Payment.....	26
TS-8	LOWERING AND ADJUSTING EXISTING UTILITY FACILITIES.....	26
TS-8.01	General	26
TS-8.02	Construction	27
TS-8.03	Measurement and Payment.....	28
TS-9	TRAFFIC STRIPING, MARKINGS, RAISED PAVEMENT MARKERS, AND ROADSIDE SIGNS	29
TS-9.01	General	29
TS-9.02	Submittals.....	29
TS-9.03	Materials.....	29
TS-9.04	Construction	30
TS-9.05	Measurement and Payment.....	34

TS-1 GENERAL REQUIREMENTS

TS-1.01 General

All work shall conform to the applicable provisions of the State of California, Department of Transportation, Standard Specifications (Caltrans); these Special Provisions; City of Seaside standards; and the plans and typical sections.

TS-1.02 Submittals

A. Project Schedule

B. Dig Alert Tickets

C. All manufactured material products called out by trade name or specification. Submitted seven (7) days prior to scheduled use.

TS-1.03 Schedule

The Contractor shall submit a schedule at the pre-construction meeting outlining and detailing the planned construction operations for the entire length of the project. The schedule shall include a Gantt chart, predecessors, critical path, and critical dates of construction items. The schedule shall be submitted to the City Engineer for review and approval. At any time during the course of the project the Contractor shall provide a revised and updated schedule to the City Engineer within twenty-four (24) hours upon written request by the City Engineer or his representative.

TS-1.04 Safety

The Contractor is hereby informed he has the sole responsibility for the safety of his work, including his workmen, equipment and that of subcontractors, and of the general public as they may come in contact with the work. It is not the responsibility of the City or its representatives to provide direction of the Contractor's methods of operation or safety plans.

TS-1.05 Dig-Alert

Attention is directed to the Contractor to the existence of underground utilities within the project limits. The Contractor shall be required to work around these facilities as needed to perform work in accordance with the plans. The Contractor will be held liable to the owners of such facilities or interference with services resulting from his operations.

Prior to beginning any excavation work the Contractor shall contact DIG ALERT at least seventy-two (72) hours in advance by dialing 811 from any phone. All excavation work shall be performed according to the standards and guidelines as set forth by the State of California and DIG ALERT.

The Contractor shall submit copies of all Dig Alert tickets.

TS-1.06 Dust Control

Dust generated by traffic, Contractor's operations, or wind are all included in the definition of "dust." All activities shall be in compliance with Section 14-9.03, "Dust Control", of the State Standard Specifications.

TS-1.07 Mobilization and Demobilization

The contract price paid for Mobilization includes all costs associated with insurance, bonds, required permits and fees, shop drawings, potholing, moving onto the job (mobilization), moving off the job (demobilization).

TS-1.08 Roadway Preparation

The work under this section consists of preparing the roadway prior to resurfacing or reconstruction as specified in these Special Provisions and as required by the Engineer. Such work shall include controlling nuisance water; sweeping; watering; removal of all raised pavement markers; removal of all thermoplastic pavement markings; removal of loose and broken concrete, asphalt concrete pavement, and foreign material; and the spraying and removal of weed growth. Any roadway area that contains existing weed growth shall be treated with an E.P.A. approved herbicide composed of glyphosate and oryzalin, combined and applied according to label directions.

In addition, the Contractor shall implement their Water Pollution Control Program prior to the start of construction, as specified in these Special Provisions.

TS-1.09 Project Site Maintenance

Throughout all phases of construction until final acceptance, including any periods of work suspension, the site shall be kept clean and free from rubbish and debris. The Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day for the purpose of keeping paved areas acceptably clean wherever construction, including restoration, is incomplete.

The Contractor shall abate dust by sprinkling water or other means as necessary, but the use of water resulting in mud on public streets will not be permitted.

Excess excavated materials from any source shall be removed from the site immediately. Forms and lumber shall be removed the day of form removal. Materials and equipment shall be removed from the site as soon as they are no longer necessary.

Before the final inspection, the site, including side streets used by contractor's equipment, shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance. All pavement areas shall be

swept with a street sweeper immediately prior to the final inspection. All concrete areas shall be broom cleaned.

All topsoil areas shall be raked. All cleanup costs shall be included in the Contractor's bid. In the event that the Contractor fails to perform this final cleanup, the Agency may remove and/or dispose of the articles or materials at the Contractor's expense.

Care shall be taken to prevent spillage on haul routes. Any such spillage shall be removed immediately and the area cleaned.

TS-1.10 Sanitary Facilities

The Contractor shall provide and maintain enclosed, portable restrooms for the use of personnel engaged in the work. These accommodations shall be maintained in a neat and sanitary condition, and shall comply with all applicable laws, ordinances, and regulations pertaining to public health and sanitation.

TS-1.11 Protection and Restoration of Existing Improvements

The Contractor shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property.

The Contractor shall repair or replace all existing improvements within the right-of-way which are not designated for removal, but that are damaged or removed as a result of its operations. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.

TS-1.12 Notification of Residents, Businesses, and Agencies

The Contractor shall notify the affected residents and businesses at least four (4) calendar days in advance of the start of work. Notification shall be done by using "door knob" type notices which shall include a description of the impending work, the date and time when traffic will be restricted, a date and time when parking will not be allowed along the street scheduled for renovation and forty-eight (48) hour window of "no landscape irrigation" prior to work. Contractor shall submit a sample notice for review and approval by the City five calendar days prior to distribution.

Ten calendar days prior to beginning construction, the Contractor shall assist in notifying local schools, hospitals, ambulance services, police and fire departments, transit agencies, refuse collectors and Underground Service Alert (USA) of its schedule of work.

The Contractor shall furnish and place "No Parking" signs, 12 inches by 18 inches minimum size and approved by the Engineer, throughout the area of work at fifty-foot intervals at least two working days (four calendar days prior to work beginning on a Monday or Tuesday) prior to the start of construction. In rural areas, the signs

shall be placed at intervals not to exceed 400 feet. The signs shall include the date and time during which parking is prohibited. The Contractor shall remove these signs immediately when they are no longer needed. The signs shall post the city ordinance referencing towing of vehicles illegally parked.

If for any reason the work is delayed or rescheduled after the required notifications have been issued, the Contractor shall re-date the signs affected, notify residents and businesses of the change via a new “door knob” notice, and re-contact the local services and agencies. If the work is delayed more than five calendar days, the Contractor shall remove the signs and place re-dated signs two working days (four calendar days prior to work beginning on a Monday or Tuesday) in advance of the work.

TS-1.13 Reference

All references to “Standard Specifications” in these specifications shall mean the California Department of Transportation (Caltrans) Standard Specifications, 2010 Edition.

All references to “City” or “Agency” or “Department” in any of the contract documents or referenced standards or publications shall mean the City of Seaside.

All references to “Engineer” in any of the contract documents or referenced standards or publications shall be the designated representative of the City of Seaside. Unless otherwise indicated in writing by the City, this shall be the Director of Public Works or the Construction Manager.

TS-1.14 Measurement and Payment

The contract price paid for “Mobilization, Bonds & Insurance” includes all costs associated with insurance, bonds, required permits and fees, shop drawings, potholing, moving onto the job (mobilization), moving off the job (demobilization).

Full compensation for “Notification of Residents, Businesses & Agencies” shall be paid on a lump sum basis as indicated in the Bid Schedule, and no additional compensation will be allowed therefor.

Payment for all other work required under the General Requirements shall be included in the prices bid for the individual items of work and no additional compensation will be allowed therefor unless specifically noted otherwise.

TS-2 TRAFFIC CONTROL

TS-2.01 General

The work shall consist of maintaining and controlling all vehicular and pedestrian traffic through the construction zone and shall conform to the latest edition of the “California Manual on Uniform Traffic Control Devices” (California MUTCD)

published by the State of California, Department of Transportation. The manual prescribes minimum standards for the application of uniform traffic control devices such as traffic cones, barricades, regulatory signs, warning signs, and guide signs. The Contractor shall have a copy of the manual at the work site and shall comply with its provisions.

TS-2.02 Submittals

- A. Traffic Control Plan
- B. Plan to Notify Area Residents
- C. Removal of On-Street Parking Notice

TS-2.03 Material and Equipment

All traffic control supplies and materials including signs, posts, temporary mounting stands, cones, delineators, and barricades shall comply with NCHRP No. 350. Each traffic control plan shall include a compliance letter indicating each type of material or equipment to be used on the project, date of purchase, manufacturer contact information, and a compliance letter or reference.

TS-2.04 Construction

Traffic control shall include the installation, maintenance, and removal of all necessary traffic control equipment. Damaged or missing equipment shall be replaced upon discovery. Equipment left in place over weekends or during other periods of non-work shall be checked and maintained on a daily basis until the work is complete and all traffic control devices are removed from the project.

TS-2.04A Traffic Control Plan

The Contractor shall submit a Traffic Control Plan (TCP) to the City Engineer for approval prior to beginning any contracted work, including Mobilization. The TCP shall include types of closures, detour routes, temporary construction signs, locations of signs, dates of road closures, detour routes, and any other information deemed necessary by the Contractor to facilitate minimal traffic impacts within the project area. The City Engineer shall review and respond to the submitted TCP within three (3) working days. If the City Engineer requires changes, the Contractor shall implement changes and re-submit the revised TCP for approval. The City Engineer shall review and respond to each revised TCP within one (1) working day. The Contractor shall not begin any work, including mobilization, until a TCP is approved by the City Engineer. No additional costs will be incurred by the City or its representatives for submission of or revisions to the Traffic Control Plan.

TS-2.04B Plan to Notify Area Residents

The Contractor shall submit a "Plan to Notify Area Residents" to the City Engineer for approval. The Contractor shall provide notice to all residents and businesses affected by the construction operations relative to the Contractor's schedule and

location of work including traffic provisions. Notices shall be posted at least four (4) working days prior to construction and no earlier than seven (7) working days prior to construction. The Plan to Notify Area Residents may include, but is not limited to, mailers, door hangers, street signs, message boards, other methods, or any combination thereof. The plan must be approved by the City Engineer or their representative prior to implementing the plan.

TS-2.04C Removal of On-Street Parking

The Contractor shall submit a "Removal of On-Street Parking" Notice to the City Engineer for approval. The notices shall be posted pursuant to California Vehicle Code, Article 1, Section 22651 at least seventy-two (72) hours prior to construction by the Contractor. The notices shall include the following information.

- A. "TOW AWAY – NO PARKING"
- B. SPECIFIC DATES AND TIMES OF CONSTRUCTION
- C. "VEHICLES FOUND IN VIOLATION WILL BE TOWED"
- D. "C.V.C. 22651 (L)"
- E. CONTRACTOR'S NAME AND CONTACT PHONE NUMBER

The first and last sign shall also be stenciled with the word "BEGIN" or "END" as appropriate to delineate the limits of the no parking area. Signs shall be placed in sixty (60) feet intervals. **The font size of the dates and times shall be at least three times the font size of all other information on the sign.**

Failure to comply with this section will prevent the City from towing vehicles parked in the proposed work area. The City shall not incur any additional costs due to vehicle removal or delays resulting from vehicles remaining in the project area.

TS-2.04D Construction Signing

Construction signing shall consist of furnishing, installing, maintaining, and removing construction signs, cones, delineators, and barricades. All work zoned traffic control devices, materials and equipment shall be in new condition, as determined by the Engineer.

TS-2.04E Flagmen

If required in the traffic control plan, and always during one-way traffic control, flagmen will be required to direct traffic during construction. The number and location of flagmen shall be sufficient to allow safe control and passage of traffic through the work zone. During the paving of intersections, two flagmen shall be posted at each intersection for the entire time between tack coat and finish rolling.

If necessary for public or worker safety, pilot cars shall be required to control traffic speed to a maximum speed of twenty miles-per-hour to ensure traffic safety. Pilot cars shall be maintained on cold planed streets at least until after the primary sweeping, or longer if necessary for safety.

TS-2.04F Portable Delineators

Portable delineators shall be either cones or tubular markers. Delineators to be used at night or in low light conditions shall be reflectorized. The minimum height of either style of delineator shall be thirty-seven inches above the road surface.

All portable delineators shall comply with the current version of the Traffic Manual.

The portable delineators shall be spaced as necessary for proper traffic control. However, in no case shall the spacing between the portable delineators exceed fifty feet on tangents or twenty-five feet on curves.

TS-2.04G Traffic Maintenance

The contractor shall be responsible for handling vehicular and pedestrian traffic in accordance with the State Standard Specifications and these Special Provisions. Vehicular traffic must be maintained at all times to all businesses, residences, and schools.

The Contractor shall notify the Engineer of their intention to begin work at least three (3) working days before starting any work at each street location. The Contractor shall cooperate with the Engineer relative to handling traffic through the areas and shall make their own arrangements relative to keeping the working area clear of parked vehicles and to clear access to driveways.

All traffic lanes and detours shall be continually maintained to prevent the development of potholes and provide smooth, dust-free and mud-free traffic. The contractor shall abate dust nuisance on traffic lanes, detours, and work site by cleaning, sweeping, and sprinkling with water or other means, as necessary, during and after the construction hours, including such non-working days as Saturdays, Sundays, and holidays.

If a cross street needs to be temporarily closed when work is in progress through the intersection and the anticipated delay is more than five (5) minutes, a detour sign shall be installed on the cross street and shall include the installation of advance signing displaying the anticipated delay time. The Capital Projects Engineer shall review the signing.

The Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any street where traffic is restricted at any time. If construction equipment is parked in the parking lanes overnight, then barricades and other suitable warning devices shall be required.

Should pedestrian or vehicular traffic be permitted to travel on construction areas with partial or incomplete construction, appropriate signage and safety measures shall be taken by the Contractor in accordance with the Standard Specifications. All incomplete work areas opened to pedestrian traffic shall be void of tripping hazards and shall comply with public safety measures outlined in the Standard Specifications. Areas of incomplete work opened to vehicle traffic shall comply with the following.

A. If a vertical transition running transverse or longitudinally to the travel path is less than 0.10 feet in height no additional work is required.

B. If a vertical transition running transverse to the travel path is greater than or equal to 0.10 feet in height, temporary cold mix or equivalent shall be sloped against the vertical transition. Construction paper shall be placed under the temporary cold mix to facilitate complete removal of temporary patch material. The temporary material shall be sloped no steeper than 1V:18H. The vertical transition shall not exceed three (3) inches in height.

C. If a vertical transition running longitudinally to the travel path is greater than or equal to 0.15 feet between pavement lanes, the Contractor shall furnish and place portable delineators conforming to the provisions of Section 12-3.04 "Portable Delineators," along said transition. "Do Not Pass" signs shall also be placed at five hundred (500) feet intervals when delineators are required.

Whenever the Contractor's operations obliterate pavement delineation including, but not limited to, lane lines, pavement markers, painted lines, or temporary delineation such markings shall be replaced by either permanent or temporary delineation before opening the traveled way to public traffic. Temporary delineation shall consist of reflective traffic line tape applied in pieces not less than four (4) feet long nor four (4) inches wide spaced no more than ten (10) feet apart on curves nor more than twenty (20) feet apart on tangents. Reflective traffic line tape shall be applied in accordance with the manufacturer's instructions. As an alternative to tape, the Contractor may utilize Temporary Markers for Long Term Day or Night Use (six months or less) or Temporary Markers for Short Term Day or Night Use (fourteen days or less) using approved devices indicated in Section 8-1.04, "Prequalified and Tested Signing and Delineation Materials," of the Standard Specifications.

The Contractor shall maintain traffic flow in and around school zones. Special attention shall be given to minimize traffic impacts during drop-off and pick-up hours.

TS-2.04H Restrictions on Closure of Traffic Lanes

A minimum of one-paved lane of traffic in each direction shall be maintained at all times unless prior approval in writing is obtained from the Engineer. No reduction

of the traveled way width shall be permitted before 8:30 a.m. nor after 4:30 p.m. unless prior approval in writing is obtained from the Engineer.

TS-2.05 Detours

Detours shall be in accordance with Caltrans standards and the immediate work area shall be protected with Type III barricades with flashers. The contractor shall submit detailed drawings of any proposed detour(s) to the Engineer for approval.

TS-2.06 Measurement and Payment

The first paragraph of Section 12-2.02, "Flagging Costs," of the Standard Specifications shall not apply. Payment for all work required under "Traffic Control", including flagmen, shall be paid on a lump sum basis as indicated in the Bid Schedule, and no additional compensation will be allowed therefor.

TS-3 WATER POLLUTION CONTROL

TS-3.01 General

Refer to Section 13-2 of the Standard Specifications for requirements related to development and implementation of a Water Pollution Control Program. The soil disturbance area is less than 1 acre and is therefore exempt from the General Construction Storm Water Permit (Water Quality Order 99-08-DWQ). Refer to Section 13-4 for Job Site Management requirements, Section 13-5 for Temporary Soil Stabilization, Section 13-6 for Temporary Sediment Control, Section 13-7 for Temporary Tracking Control, and Section 13-9 for Temporary Concrete Washouts.

You are responsible for penalties assessed or levied on you or the City as a result of your failure to comply with the provisions in this section "Water Pollution Control," including, but not limited to, compliance with the applicable provisions of the Manuals, and Federal, State, and local regulations and requirements as set forth therein. Notwithstanding any other remedies authorized by law, the City may retain money due to you under the contract, in an amount determined by the City, up to and including the entire amount of Penalties proposed, assessed, or levied as a result of your violation of the Federal or State law, regulations or requirements.

TS-3.02 Measurement and Payment

The Contractor shall be paid for the work of preparing, implementing, inspecting, maintaining, and removing the Storm Water Pollution Prevention Plan (SWPPP) or a Water Pollution Control Plan (WPCP) on a lump sum basis as indicated in the Bid Schedule.

TS-4 COLD PLANING

TS-4.01 General

Cold planing shall include all work necessary to remove existing asphalt and/or concrete pavement to a predetermined depth as indicated on the drawings. The work includes, but is not limited to, removal of the existing pavement adjacent to gutters, cross gutters, ends of overlays, equipment crossings, railroad crossings, and bridge approaches. Existing pavement surface on roadways to be milled prior to pavement inlay shall be cold planed as specified herein.

The Contractor shall schedule the work such that the surface paving shall be completed within five (5) working days after cold planing. **Liquidated damages of \$1,000 per calendar day per street shall be applied for failure to meet these time requirements.**

TS-4.02 Equipment

The machine used for planing shall have performed satisfactorily on similar work and shall meet the following requirements:

The planing machine shall be specifically designed and built for the planing of bituminous pavements without the addition of heat. It shall have the ability to plane portland cement concrete patches in the bituminous pavement, or portland cement concrete pavements. The cutting drum shall be a minimum of sixty inches wide and shall be equipped with carbide tipped cutting teeth placed in a variable-lacing pattern to produce the desired finish.

The machine shall be capable of being operated at speeds of zero to forty feet per minute, it shall be self-propelled, and have the capability of spraying water at the cutting drum to minimize dust. The machine shall be operated in such a way so that no fumes or smoke will be produced. The machine shall be capable of removing the paving material next to curbs or gutters and be designed such that the operator thereof can at all times observe the planing operation without leaving the controls. The machine shall be adjustable for slope and depth and shall be equipped with sonic sensing devices for controlling depth.

TS-4.03 Construction

Limits of cold planing will be determined by the Engineer prior to construction. The depths and dimensions of the cold planing and keycuts are designated on the plans. Cold planing may be used for removal of existing pavement under bid items for "remove and replace" and may be used for "digouts".

Cold planing may require removal of existing asphalt concrete above gutter lips, in addition to the required depth below the gutter lip, due to prior overlays.

Pavement to be cold planed may contain pavement fabric.

TS-4.03A Pavement Removal

Prior to cold planing, on streets to have a uniform depth of the existing surface removed, all utility covers shall be lowered such that the cutting teeth of the planing machine passes over the adjusted lid without causing damage to the lid or frame. Contractor will be responsible for maintaining any temporary asphalt fill material over these facilities until the final paving surface is installed. The Contractor shall clearly mark or reference lowered sanitary sewer and water valves in case emergency access is required by the agency responsible for operation of the sewer and water system.

All pavement areas called out for removal and replacement shall be cold planed to the full width of the roadway. Pavement against curb faces shall be removed to the full depth designated for that particular section of roadway. If pavement against curb faces cannot be removed by the planing machine, the Contractor shall use other means to remove this material.

TS-4.03B Tolerances

The pavement surface after cold planing shall be uniformly rough. The grade shall not deviate from a suitable straight edge more than 1/4 inch at any point. When multiple passes are required to create the cold planed surface, the maximum variation from a stringline or straight edge shall be 1/4 inch high to 1/2 inch low. High points out of tolerance shall be replaned to fall within tolerance. Low areas shall be filled with asphalt concrete as specified herein to meet tolerances. The cost of such correction of low areas shall be entirely the Contractor's.

TS-4.03C Removal and Disposal of Material

During the cold planing operation, the Contractor shall sweep the roadway with mechanical equipment and remove all loosened material from the project site until completion of the removal work. The Contractor shall take all necessary measures to avoid dispersion of dust. **Contractor shall notify the Engineer for approval of swept surface prior to Tack Coat application.**

The City may choose to keep asphalt pavement grindings produced as part of the contract work. The Contractor must provide trucking to haul and unload the grindings to City designated site(s). All other material removed including loop detectors shall be considered the property of the Contractor. If the City decides not to keep the material, then all material removed shall be considered the property of the Contractor and shall be removed and legally disposed of at the Contractor's expense. At the request of the Engineer, proof of legal disposal shall be provided.

In addition to removing the cold planed asphalt concrete, the Contractor shall remove any slurry seal or asphalt concrete which is adhered to the top of the adjacent gutter, cross gutter, or spandrel.

TS-4.03D Air Pollution Control

The Contractor shall take all necessary measures to avoid the dispersion of dust. Attention is directed to Subsection 7-1.01F of the Standard Specifications.

TS-4.03E Temporary Transitions

The Contractor shall construct temporary pavement transitions prior to allowing traffic onto cold planed pavement areas. Such transitions shall have a maximum slope of 20:1 and be constructed on kraft paper or other suitable bond breaker such that upon removal of the transition a clean notch remains. Temporary transitions are not necessary in traffic areas if the drop off is less than 0.10 feet. Temporary transitions are required at all conforms, handicap ramps, cross gutters, and driveways. Temporary transitions must be constructed of hot or cold mix asphalt.

TS-4.03F Correction of Tear Out Areas

If tear-out to the underlying layers occurs during the cold planing operation, the Contractor shall adjust their operation to minimize tear-out. Corrections shall include changing operation speed and replacing cutting teeth. Changes in cold planing depth shall only be made with approval of the Engineer.

Areas torn out by lack of diligence on the Contractor's part shall be corrected by placement of asphalt concrete conforming to the requirements of these special conditions. Areas torn out due to pre-existing adhesion problems in the existing asphalt concrete shall be corrected at the City's expense as directed by the Engineer.

TS-4.04 Measurement and Payment

Cold planing for milled areas shall be paid within other various items including "Remove & Replace HMA".

The above contract unit costs shall be considered full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals including the removal and disposal of loop detectors; and for performing all of the work involved as detailed in the Standard Specifications, these Special Provisions, and the plans and typical sections. No additional compensation will be allowed therefor.

TS-5 HOT MIX ASPHALT (HMA)

TS-5.01 General

TS-5.01A Summary

This work includes producing and placing hot mix asphalt (HMA) surface course using modified Standard Process, and placing Minor Hot Mix Asphalt using the Method Process as indicated herein.

Comply with Section 39, "Hot Mix Asphalt," of the 2010 Standard Specifications (Non-revised Edition) except as modified in these special provisions. Digout placement shall be by Standard Process and the maintenance overlay shall be by Methos Process.

TS-5.01B Submittals

Submit JMF information on Form CEM-3511 and Form CEM-3512. Submit Form CEM-3513 or CEM-3514 for mixes that have been verified within last 12 months. Provide most recent CEM-3513 if mix has not been verified within the last 12 months. For unverified mixes or out of date mix tests, final acceptance will be based on production startup tests and Contractor will be paving at their own risk.

Submit Quality Control Plan that conforms to the current Caltrans Quality Control Plan Review Checklist for Hot Mix Asphalt. Allow 20 calendar days for review.

TS-5.02 Materials

TS-5.02A Asphalt Binder

The grade of asphalt binder mixed with aggregate for all HMA Type A must be PG 64-10.

TS-5.02B Aggregate

Generally, the hot mix asphalt to be used will be as follows unless modified by the Engineer:

Digouts: 1/2 inch Type A, hot mix asphalt.

Maintenance Overlay and HMA Berm: 3/8-inch Type A, hot mix asphalt.

The allowable production range for Digouts mix voids shall be 2.5% to 5.5%.

TSR to be minimum 70 in accordance with CTM 371. No warm mix additives allowed.

TS-5.03 Construction

TS-5.03A Surface Preparation

The work shall consist of preparing the existing street surfaces prior to the commencement of paving. Such work shall include removing raised pavement markers, removing thermoplastic traffic markings and legends, controlling nuisance water, sweeping, watering, and removing loose and broken asphalt concrete pavement and foreign material as specified in the Standard Specifications and these Technical Provisions, and as directed by the Engineer.

All vertical edges to be paved against shall be tack coated. These include, but are not limited to, curb faces, gutter lips, swale edges, cross gutter edges, and asphalt concrete edges.

Tack coat shall be utilized and shall be either emulsified asphalt Grade RS-1, RS-1h, SS-1, or SS-1h conforming to Section 94, 'Asphaltic Emulsions,' or paving grade asphalt conforming to Section 92, 'Asphalts Binder,'.

Seal all cracks prior to placing HMA. Crack sealing is not required under the Maintenance Overlay. All cold joints, both longitudinal and transverse, shall be heated with a torch immediately prior to paving. Cold joints include previous passes placed more than three hours prior. All cold joints shall be tack coated. Rolling shall be performed as indicated in the referenced Caltrans specifications for "Standard" placement except that a pneumatic tired roller shall be optional. The roller water shall contain a soap type compound to prevent sticking of the HMA material to the rollers.

TS-5.03B Leveling, Transitions, and Hot Mix Asphalt Fills

A leveling course of variable thickness shall be placed and compacted prior to placing the surface course at locations where directed by the Engineer. The leveling course will be used to correct pavement irregularities such as rutting, variable cross slope, or variable longitudinal slope. Where two overlays of different thickness abut at a longitudinal joint, the Contractor shall add to the thinner section to match the thicker lift and provide a smooth transition and uniform cross-fall. Cold planing ridges or other rises in the pavement surface may be required by the Engineer. The Engineer will determine the exact limits and thickness of the leveling courses, hot mix asphalt fills, and transitions.

The Contractor shall construct temporary pavement transitions at all transverse paving joints greater than 1 inch prior to allowing traffic onto the paved surface. Temporary pavement transitions shall have a maximum slope of 20:1 or as approved by the engineer and be constructed on Kraft paper or other suitable bond breaker such that upon removal of the temporary pavement transition, a clean notch remains. The temporary transitions may be constructed of either cold mix or hot mix.

The Contractor shall continuously maintain the temporary pavement until final paving. Each temporary transition shall be inspected by the Contractor and repaired as necessary to comply with these provisions at the end of each day including weekends and holidays.

Failure to comply with these provisions will result in a liquidated damage of \$250 per day per transition and/or the cost of City crews making the repairs if necessary to correct for public safety.

TS-5.03C Layout

The Contractor shall layout and mark the location of the edges of the paving passes of the surface course to match the new layout of the lane lines. The layout shall be made at least twenty-four (24) hours prior to paving. The layout shall be approved by the Engineer prior to paving.

If the striping is to remain unchanged, the edges of the paving passes shall conform to existing lane edges.

In all cases where practical, each lane shall be paved in a single pass. In tapered transition areas, the shoulder areas shall be paved first, then the through lane shall be paved immediately after the shoulder paving.

For paving which incorporates new quarterpoints or gradebreaks due to keycuts or other conditions, the Contractor shall provide equipment capable of adjusting to the new surface profile at the appropriate locations. The profile adjustments shall be within twelve inches of the actual gradebreak or quarterpoint.

The Contractor shall take sufficient measurements during laydown to ensure that the full design hot mix asphalt layer depth is provided at each quarterpoint, gradebreak, or transition. Failure to provide the design depth at these areas will result in rejection of the work. Correction of this rejected work will include milling out the new hot mix asphalt from the road edge to the centerline or nearest inside lane line and repaving. The minimum length of the milled and corrected area shall be fifty feet.

TS-5.03D Tolerances

The finished hot mix asphalt surface shall be flush with, to 1/4 inch (0.02 feet or 6 mm) above, the gutter lips. The finished pavement surface shall not be lower than the gutter lips.

The average pavement thickness shall be equal to the specified thickness for the project.

For total pavement thicknesses of less than four inches, the minimum allowable thickness will be 1/4 inch less than that specified.

For total pavement thicknesses of four inches or more, the minimum allowable thickness will be 1/2 inch less than that specified.

TS-5.03E Automatic Screed Controls

For all main line street or roadway paving with single lane length exceeding 300 feet, automatic screed controls shall be required. Automatic screed controls shall not be required for the paving of parking lots, intersections, cul-de-sacs, alleyways or other irregular areas.

In addition to the requirements in Section 39-1.10 and 39-1.11 of the Standard Specifications, hot mix asphalt shall be placed with spreading equipment equipped with fully automatic screed and grade sensing controls which shall control the longitudinal grade of the screed. Automatic controls shall conform to and be operated in accordance with the provisions herein.

Unless approved otherwise, ski-type devices with a minimum length of 30 feet shall be used to provide a reference for the grade sensor. Skis shall be constructed and installed in such a manner that a reference to the average elevation of the existing pavement, along the length of the ski, is maintained at the sensor point. When placing surfacing adjacent to surfacing previously placed in conformance with these provisions, a joint matching shoe of adequate size and type to properly sense the grade of the previously placed mat may be used in lieu of the 30-foot ski.

The ski shall be mounted at a location which will provide an accurate reference for the surfacing being placed. This may require the ski to be mounted ahead of and inside the outer limits of the screed. Automatic cross slope control may be accomplished by use of a ski and grade sensor on each side of the paving machine.

Automatic screed controls shall be installed in such a manner that the occasional manual adjustments necessary to maintain the attitude of the screed parallel to the underlying pavement are readily accomplished. Automatic screed controls shall be installed so that with little or no delay, use of the automatic controls can be discontinued and the screed controlled by manual methods.

If it is determined by the Engineer that the existing grade and cross slope are too irregular for the automatic controls to provide the quality of work required, the use of the automatic controls shall be discontinued and the spreading equipment adjusted by manual methods. Use of automatic controls shall resume when the Engineer has determined that it is again practical and so orders.

TS-5.03F Compacting

The number of rollers required for each paving operation shall be such that all rolling for density can be completed before the temperature of the hot mix asphalt mixture drops below 240 degrees Fahrenheit.

Breakdown rolling shall commence when the hot mix asphalt is placed. Rolling shall be accomplished with the drive wheel forward and with the advance and return passes in the same line.

The Contractor shall have hand-compaction equipment immediately available for compacting all areas inaccessible to rollers. Hand-compaction shall be performed concurrently with breakdown rolling. If for any reason hand-compaction falls behind breakdown rolling, further placement of hot mix asphalt shall be suspended until

hand-compaction is caught up. Hand-compaction includes vibraplates and hand tampers. Hand torches shall be available for rework of areas which have cooled.

After compaction, the surface texture of all hand work areas shall match the surface texture of the machine placed mat. Any coarse or segregated areas shall be corrected immediately upon discovery. Failure to immediately address these areas shall cause suspension of hot mix asphalt placement until the areas are satisfactorily addressed, unless otherwise allowed by the Engineer.

TS-5.03G Contractor Quality Control

The HMA shall be verified by the engineer prior to placement on jobsite. If agreed to by the Contractor and the Engineer the production start-up may be used for verification. If the production start-up is used for verification the Engineer may require removal and replacement of the HMA, at their discretion, in the event of verification failure.

Contractor quality control testing is required. However, if the contractor fails to submit quality control results to the engineer within seventy-two (72) hours of HMA placement, the contractor waves all rights to dispute the Engineer's results. In the event of asphalt binder or Hamburg wheel track testing by the Engineer, the contractor has 5 days to submit their test results from the time the Engineer informs the contractor that he is performing testing or the contractor waves the right to dispute the Engineer's results.

The Engineer shall test for conformance with aggregate quality characteristics at the beginning of the project.

The Engineer shall test air void content, Hveem stability, and Voids in Mineral Aggregate (VMA) a minimum of once per day. The Engineer may sample the asphalt concrete from truck beds at the plant, from the hopper of the spreading machine, or from the completed mat at the discretion of the Engineer. The Contractor shall facilitate the sampling process.

TS-5.03H Engineer's Acceptance

Testing

Sublots to determine compaction testing shall be based on the following:

- Each 750 tons, or part thereof, placed on an individual street in a paving day. If over 750 tons are placed in a single paving day on an individual street, up to 150 tons over 750 tons can be moved in to the previous 750 ton subplot.
- If multiple streets are paved in a day, each street will be considered its own subplot with multiple sublots on streets where greater than 750 tons are placed.

The in-place density shall be between 92.0 percent and 97.0 percent of maximum theoretical unit weight using a nuclear gauge. Gauge compaction testing shall be performed in accordance with CTM 375. Final compaction is based on the average nuclear gauge results for the subplot. The nuclear gauge will be core correlated the first day of paving.

If nuclear gauge compaction testing results are failing, the contractor can request coring to verify the results. Three cores will be sampled for each subplot and the average of the three cores for each subplot will determine density. The core locations will be determined using random sampling charts in CTM 375. The engineer will mark the core locations.

Cores may be taken up to five (5) calendar days after placement and may be 4 or 6 inches in diameter. The engineer will provide results within three (3) working days of receiving the cores.

Passing cores shall be paid for by the owner. Failing cores will be paid for by the contractor. If the core density produces both passing and failing cores, the cost will be prorated between the contractor and the owner.

For the percent of maximum theoretical density, the following table shall apply to deductions for average compaction of a subplot:

**Reduced Payment Factors for Percent of Maximum Theoretical
Density**

HMA Type A Percent of Maximum Theoretical Density	Reduced Payment Factor	HMA Type A Percent of Maximum Theoretical Density	Reduced Payment Factor
92.0	0.0000	97.0	0.0000
91.9	0.0125	97.1	0.0125
91.8	0.0250	97.2	0.0250
91.7	0.0375	97.3	0.0375
91.6	0.0500	97.4	0.0500
91.5	0.0625	97.5	0.0625
91.4	0.0750	97.6	0.0750
91.3	0.0875	97.7	0.0875
91.2	0.1000	97.8	0.1000
91.1	0.1125	97.9	0.1125
91.0	0.1250	98.0	0.1250
90.9	0.1375	98.1	0.1375
90.8	0.1500	98.2	0.1500
90.7	0.1625	98.3	0.1625
90.6	0.1750	98.4	0.1750
90.5	0.1875	98.5	0.1875
90.4	0.2000	98.6	0.2000
90.3	0.2125	98.7	0.2125
90.2	0.2250	98.8	0.2250
90.1	0.2375	98.9	0.2375
90.0	0.2500	99.0	0.2500
< 90.0	Remove and Replace	> 99.0	Remove and Replace

The Contractor shall have hand-compaction equipment immediately available for compacting all areas inaccessible to rollers. Hand-compaction shall be performed concurrently with breakdown rolling. If for any reason hand-compaction falls behind breakdown rolling, further placement of hot mix asphalt shall be suspended until hand-compaction is caught up. Hand-compaction includes vibraplates and hand tampers. Hand torches shall be available for rework of areas which have cooled.

After compaction, the surface texture of all hand work areas shall match the surface texture of the machine placed mat. Any coarse or segregated areas shall be corrected immediately upon discovery. Failure to immediately address these areas shall cause suspension of hot mix asphalt placement until the areas are satisfactorily addressed, unless otherwise allowed by the Engineer.

TS-5.04 Measurement and Payment

Section 39-6, "Payment," of the Standard Specifications shall not apply. Measurement and Payment for HMA shall be at the unit cost indicated in the Bid Schedule. The contract prices paid per ton for HMA include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in constructing HMA, complete in place, as shown on the plans, as

specified in these specifications and the special provisions, and as directed by the Engineer.

Contract shall include in the unit price all costs relating to submitting the JMF including all testing and production costs for JMF verification and quality control testing. The unit price includes the cost of providing the Contractor's Quality Control Plan. The Contractor shall pay all the cost of coring if requested to verify density by cores. Engineer will pay cost of testing cores.

TS-6 REMOVE & REPLACE HMA

TS-6.01 General

The work shall consist of removing and replacing existing asphalt concrete, and base if necessary, to the specified depth by cold planing or other approved methods.

Digouts on roadways designated to be milled shall be performed after the cold planing operation is completed. Depth of the digouts shall then be based on the remaining thickness of asphalt concrete after cold planing.

TS-6.02 Materials

HMA used as the base course for pavement replacement and digouts shall be 1/2 inch Type A with PG 64-10. HMA used as the surface course shall be 1/2 inch Type A with PG 64-10. In all of the above instances, the HMA shall conform to the 2010 unrevised Section 39 of the Standard Specifications, and these Special Provisions.

TS-6.03 Construction

The pavement areas designated to be replaced shall be removed to a uniform depth as specified, and may be removed either by cold planing or by full depth sawcutting and mechanical removal. Sawcutting is not necessary if the pavement is removed by cold planing. Any broken or damaged pavement edges shall be re-cut prior to paving. All edges shall be vertical to the specified removal depth. All removed material shall be cleared from the site.

The excavated areas shall be graded as shown on the plans as necessary to provide a uniform pavement thickness. The base rock or native soil shall be compacted to 95% relative compaction at or above optimum moisture as determined by Cal Test 216 and 231. All segregated or loose material shall be removed.

On areas where the underlying material appears to be wet or soft or where it deflects under wheel loads, the Contractor shall employ excavation and work techniques which do not worsen the sub-grade condition.

Prior to placing aggregate base or asphalt concrete, each pavement replacement area shall be proof-rolled with a loaded construction vehicle, preferably a ten cubic yard dump truck or equivalent. The compacted surface shall not visibly yield or deflect. Soft, yielding, unstable, or unsuitable areas shall be removed and replaced with base rock or asphalt concrete. If the areas were caused or significantly worsened by the Contractor's operations, these areas shall be replaced at the Contractor's expense.

In the event that the underlying material is soft, yielding, unstable, or unsuitable, it shall be excavated to a depth of 0.5 feet below the depth required above and disposed of in accordance with these Special Provisions. The limits of removal shall be designated by the Engineer. The resulting space shall be filled with a single lift of asphalt concrete.

Unsuitable material is defined as material the Engineer determines to be:

1. Of such unstable nature as to be incapable of being compacted to specified density using ordinary methods at optimum moisture content, or
2. Too wet to be properly compacted and circumstances prevent in-place drying prior to incorporation into the work, or
3. Otherwise unsuitable for the planned use.

After compaction of the sub-grade, aggregate base shall be placed and compacted to 95% relative compaction. All vertical edges of existing pavement or concrete shall receive a tack coat immediately prior to paving. Additional tack may be necessary between asphalt concrete courses. No prime coat shall be required. A tack coat between layers of asphalt concrete shall be required if not paved on the same day or if the surface has been contaminated or soiled. Any contamination or soiling shall be thoroughly cleaned and a tack coat placed between layers immediately prior to paving.

Care shall be taken to assure compaction of the inside corners of the first lift. Ramping shall not be allowed on the course placed immediately prior to the surface course.

A minimum of two lifts shall be used for each replacement area or digout with a depth greater than three inches. The surface course shall be 1-1/2 inches minimum thickness. No single base or intermediate course may exceed three inches.

The repaired areas shall conform to the level of the surrounding pavement so that no elevation variation is evident. The surface shall have a maximum variation from high to low of 0.01 feet maximum when measured with a twelve-foot level. Variation at the edges shall not exceed 0.01 feet maximum. When matching existing pavement, the finished surface shall not inhibit drainage. The upslope edge of the digout or replacement shall be 0.00 feet high to 0.01 feet low. On the

downslope edge of the digout or replacement, the finished surface shall be 0.01 feet high to 0.00 feet low. Any resulting variations shall be corrected to the satisfaction of the Engineer.

TS-6.03A Removal and Disposal of Material

Materials removed using a cold planing or other methods, shall become the property of the Contractor, and shall be disposed of in accordance with local rules and regulations.

TS-6.04 Measurement and Payment

Measurement and payment for Remove and Replace HMA shall be on a unit cost basis as identified in the Bid Schedule and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Remove & Replace, complete in place, including, cold planing, demolition, removal, off-haul, disposal of all HMA, aggregate base and/or unsuitable materials, proof rolling, excavation, off-haul, compacting subbase materials, aggregate base, HMA, compaction, tack coat, and clean-up as shown on the plans, as specified in the Standard Specifications and in these special provisions, and as directed by the Engineer.

Measurement and Payment for “6” Deep Lift Stabilization (Allowance)” shall be on a unit cost basis as indicated in the bid schedule. The unit costs shall include full compensation for removal of unsuitable subgrade and placement and compaction of six (6”) inches of hot mix asphalt (HMA). Payment for this item shall only be made on an allowance basis and only for the work completed. The Contract shall have no claim to that portion of the allowance which is not necessary for the project.

Subsection 9-1.06B, “Increases of More Than 25 Percent” and subsection 9-1.06C, “Decreases of More than 25 Percent” shall not apply to the bid items related to removing and replacing pavement and subgrade.

TS-7 ASPHALT TACK COAT

TS-7.01 General

The work to be performed shall consist of furnishing and applying tack coat in conjunction with asphalt concrete overlays and other asphalt concrete paving work.

TS-7.02 Submittals

Submit the Tack Coat Certificate of Compliance. Submittals for imported material shall be sent to the Engineer 7 days prior to scheduled use.

TS-7.03 Materials

The tack coat shall be emulsified asphalt of grades RS1, RS2, SS1, or SS1H, conforming to Section 94, “Asphaltic Emulsions”, of the Standard Specifications or

paving grade asphalt conforming to Section 92, "Asphalts" of the Standard Specification.

TS-7.04 Application

The tack coat shall not be applied until the preparation of the existing surface has been completed, and then only so far in advance of placing the asphalt concrete as permitted by the Engineer. Preparation of the surface shall be performed as described in these Special Provisions. Existing surface to receive tack coat shall be thoroughly cleaned using mechanical means to remove all loose material. No tack coat shall be left exposed overnight. Immediately in advance of placing the asphalt concrete, additional tack coat shall be applied as directed by the Engineer to areas where previously applied tack coat has been destroyed or otherwise rendered ineffective, and no additional compensation will be allowed for such work.

Existing concrete curb faces shall be protected against discoloration from the asphalt. Residue of the material shall be removed from curb faces by sandblasting to the extent required by the Engineer.

Tack coat shall be applied as specified in Subsection 39-4.02 of the Standard Specifications and these Special Provisions. The Engineer will determine if the pavement is sufficiently dry for the application of the tack coat. Further, tack coat shall not be applied when the temperature of the surface to be tacked is below 40 degrees Fahrenheit in the shade.

Tack coat shall be applied to all vertical edges to be paved against including curb faces and gutter lips. The Contractor shall protect concrete surfaces that are not to be paved against from tack coat spray or splash. Any tack coat more than one inch above the paving surface shall be removed by power washing or other means.

TS-7.05 Measurement and Payment

No separate payment will be made for work or other features as required and outlined in this Section. Full compensation for such work and features shall be considered to be included in the unit costs in the Bid Schedule for items which include asphalt concrete. No additional compensation for tack coat will be allowed.

TS-8 LOWERING AND ADJUSTING EXISTING UTILITY FACILITIES

TS-8.01 General

This work shall consist of raising or adjusting existing utility facilities such as manholes, valve boxes, sewer clean-outs, monument boxes, electrical boxes, water meter boxes, and monitoring well covers to the finish grade of the resurfaced asphalt pavement or finished sidewalk grade. Where utility facilities are within digout areas, facilities shall first be lowered prior to cold planing and then adjusted to finish grade after completion of the resurfacing work. At various locations a

monument box and cover shall be installed at finish grade over any unprotected, existing monumentation in the paved roadway.

All such work shall conform to the applicable provisions of the State of California, Department of Transportation, Standard Specifications (Caltrans); these Special Provisions; the plans and typical sections; City of Seaside Standards; and as directed by the Engineer.

The concrete mix used for the replacement of concrete utility collars shall be Type II or Type V.

TS-8.02 Construction

The Contractor shall properly locate and tie all existing facilities to be raised in advance of paving operations.

Care shall be taken to keep frames and covers clean. The Contractor shall completely protect with heavy plastic or other suitable material all utility covers or other items that are visible on the surface and will be covered by his operations. This shall be completed prior to the start of operations and approved by the Engineer. Any materials that adhere to the frames and covers shall be removed.

Facilities damaged by the Contractor shall be replaced at the Contractor's expense. Facilities (box and lid or frame and cover) found existing in a damaged condition, and reported to the Engineer before disturbing, shall be replaced by the Contractor with materials furnished by the Owner.

The Contractor shall notify owners of private utility facilities seven days prior to the start of the resurfacing work. Such owners may request the contractor to raise the private facilities.

TS-8.02A Tolerances

The concrete around these adjusted facilities in the roadway shall be brought up to match the finished pavement elevation.

The surface of the adjusted facilities shall be true to the new pavement surface to within a 1/8-inch deviation. This tolerance shall apply in a single direction only, either up or down. In addition, the adjusted facility shall not vary to the high tolerance on one side and the low tolerance on the other (i.e. the total aggregate tolerance on both sides shall be limited to the 1/8 inch variation). This variation shall apply to the adjacent patch paving around the facility such that neither the paving nor facility vary by more than the stated tolerances.

The adjusted facilities in the sidewalk shall be flush with adjacent surface.

TS-8.02B Schedule

All facilities shall be adjusted to finish grade within seventy-two (72) hours after the placement of the final surface paving on each individual street segment. If several lifts of pavement are to be placed, the facilities shall be raised if the paving operation ceases for more than seventy-two (72) hours as approved by the engineer.

TS-8.02C Survey Monuments

Where new survey monument boxes and covers are required, the Contractor shall perform the installation without disturbing the location of the monument. If the monument is disturbed the Contractor will be responsible for re-establishing it as a monument in accordance with State laws. The work for placement of the box and cover over an existing monument will include removal and replacement of the hot mix asphalt around the monument.

TS-8.02D Monitoring Wells

Where monitoring wells are to be overlayed, the location of the wells shall be marked on the curbs. A site sketch shall be provided to the city indicating the location and distances on the monitoring wells relative to the curb markings five days prior to paving. If the monitoring wells have frames and covers, the frames and covers shall be adjusted as part of this work.

TS-8.03 Measurement and Payment

Facilities to be lowered prior to cold planing and adjusted to finish grade after paving operations shall include, but not be limited to, manholes, water valves, gas valves, and survey monument covers.

Lowering facilities prior to cold planing shall be measured and paid for by each unit designated in the contract Bid Schedule. Raising or adjusting facilities to finish grade shall be measured and paid for by each unit designated in the contract Bid Schedule. All quantities will be determined from actual counts. The unit costs shall govern regardless of the method used to make the adjustments.

The unit costs paid shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for adjustment of surface utility flush with adjacent finish surface grade or as directed by project documents; including sawcut of existing pavement; trenching; erosion control; backfill and compaction; temporary asphalt pavement repair; leakage testing; protection and maintenance of existing utilities and structures; dust control and costs to load, transport and dump removed material at a suitable legal disposal site.

The above contract unit costs shall be considered full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing all of the work involved as detailed in the Standard Specifications, these

Special Provisions, and the plans and typical sections. No additional compensation will be allowed therefor.

TS-9 TRAFFIC STRIPING, MARKINGS, RAISED PAVEMENT MARKERS, AND ROADSIDE SIGNS

TS-9.01 General

Thermoplastic traffic stripes (traffic lines) shall conform to the provisions in Sections 84-1, "General" and 84-2, "Thermoplastic Traffic Stripes and Pavement Markings", of the 2018 Standard Specifications and these Special Provisions. Painted traffic strips and pavement markings shall conform to Section 84-1, "General" and 84-3, "Painted Traffic Stripes and Pavement Markings", of the Standard Specifications and these Special Provisions. Delineators and Roadside Signs shall conform to Section 82, "Markers and Delineators".

TS-9.02 Submittals

- A. Certificate of Compliance for each color of thermoplastic material
- B. Certificate of Compliance for each color of paint
- C. Certificate of Compliance for Glass Beads
- D. Cut Sheet for Temporary Pavement Markers
- E. Pre-Construction Existing Striping Plan

TS-9.03 Materials

TS-9.03A Thermoplastic

Section 84-2.02, "Materials" of the Standard Specifications is deleted.

The thermoplastic material shall conform to State Specifications 8010-41G-21. Glass beads to be applied to the surface of the molten thermoplastic material shall conform to the requirements of State Specification 8010-22L-22 (Type II), or AASJTP Designation: M 247 (Type 1).

State Specifications for thermoplastic material and glass beads may be obtained from the Transportation Laboratory, P.O. Box 19128, Sacramento, CA. 95819, (916) 739-2400.

Thermoplastic material for traffic stripes shall be applied at a minimum thickness of 0.125-inch.

A primer of the type recommended by the manufacturer of the thermoplastic material shall be applied over all existing painted stripes and pavement legends to be covered with thermoplastic material as shown on the plans.

TS-9.03B Paint

Paint for traffic stripes, pavement markings and curbs shall comply with Section 84-3 of the Standard Specifications.

The use of either water or solvent-based paint will be determined by the Engineer according to the time of year and air pollution control requirements.

Paint shall be used at its manufactured consistency.

TS-9.04 Construction

All construction shall conform to the respective provisions of the Standard Specifications, manufacturer's installation requirements, and the Special Provisions.

TS-9.04A Existing Striping and Markings:

In areas adjacent to the reconstructed surfacing where existing striping must be changed to conform to a revised striping pattern, all striping shall be removed by sand blasting, grinding, or other methods as specified in the Standard Specifications or by the Engineer.

In areas to be slurry sealed, the contractor shall remove all existing thermoplastic striping by sand blasting, grinding, or other methods as specified in the Standard Specifications or by the Engineer.

The Contractor shall remove and replace In-Roadway Warning Lights at crosswalks in kind and in accordance with Chapter 4N of the California MUTCD 2012 Edition.

The Contractor shall replace all striping which has been damaged or obliterated by or during the work. This shall include striping replacement completely across the street even in the event that the Contractor's work may not extend that far. Both lines of each crosswalk shall be completely repainted even if only a portion of a line has been obliterated.

When the Contractor's work removes or reduces the visual appearance of a lane or centerline, the Contractor shall replace all striping between the adjacent intersections in both directions. Where a median exists, this work will be required only in the roadway where the work has occurred, unless a detour which altered the pavement markings occurred in the other roadway. In such cases, the striping will be replaced in both directions.

TS-9.04B Layout for Temporary and Permanent Striping

The alignment and layout of traffic stripes shall conform to Subsection 84-1.02, "Traffic Stripes and Pavement Markings", of the Standard Specifications.

The Contractor shall be responsible for compiling an existing striping and marking plan including but not limited to stop bars, legends, parking stall stripes, crosswalks

and other traffic delineation markings within the project prior to removing, obliterating, covering any existing striping, or starting work on the affected street. **This plan must be submitted to the Engineer and approved prior to commencing any striping and marking operations on the affected street.**

All alignments and layout measurements, and other work necessary to locate and replace traffic stripes and pavement markings shall be performed by the Contractor. The City will not provide any assistance, information, or materials to the Contractor. It will be entirely the responsibility of the Contractor to perform all necessary pre-construction and construction layout work, obtain all necessary measurements and information, and prepare all plans for performing the striping and marking work as specified. All traffic control systems necessary for performing striping and marking, as directed by the Engineer, shall be the responsibility of the Contractor.

The Contractor shall physically tie down the location of the beginning and ending of each paint or thermoplastic marking type in the adjacent curb top. The marking location shall not exceed 50 square inches each. Any locations exceeding this limit shall be removed by the Contractor prior to acceptance of the work. The Contractor shall contact the City Engineer for review of tie downs.

The Contractor shall be responsible for accurately referencing out and replacing the lines and positions of all traffic lines, directional lines, arrows, and other markings in accordance with the plans and City standard markings by cat tracking with painted marks. This shall occur no later than two (2) hours behind the final surface course paving operation.

Cat tracking shall consist of stretching a rope on a straight line between control points on tangent alignment and on a true arc through control points on curved alignment and placing spots of paint along the rope. Temporary tab markers shall be placed not more than 12' apart on curves nor more than 24' apart on straight segments.

Temporary tab markers shall be the same color as the traffic stripe that they are replacing, shall measure 2" tall by 3-1/2" wide, and have a reflective lens across the width of the marker.

Prior to application of permanent striping and markers, the Contractor shall call for review and approval of the proposed striping by the City's Traffic Engineer or agent. The City shall have the right to make changes in the location and alignment of line stripes. Striping and traffic markings shall not be applied until after approval is granted by the Traffic Engineer. The Contractor shall allow a minimum of three (3) working days for review of the layout by the City.

TS-9.04C Schedule

Raised pavement markers (RPM's) shall be placed as specified in Subsection 85-1.06, "Placement", of the Standard Specifications. When utilizing hot melt

bituminous adhesive, RPM's shall be placed after the surface has been open to traffic for at least 7 days. When utilizing epoxy adhesive, RPM's shall be placed after the surface has been open to traffic for at least fourteen (14) days. Regardless of which adhesive is utilized, the RPM's shall not be placed more than twenty-one (21) days after paving or surfacing.

Permanent traffic striping and markings including legends and arrows shall be placed within twenty-one (21) days after paving or surfacing, unless otherwise directed by the Engineer.

Temporary yellow marking tape denoting school crosswalks shall be placed the same day that the pavement surfacing is placed.

Failure to comply with these requirements shall result in a liquidated damage of \$1,000 per day for each street that has not received permanent installation of the required raised pavement markers, traffic striping, and markings.

TS-9.04D Pavement Stencils

The Contractor shall use stencils that conform to Caltrans Standard Plans and Details.

TS-9.04E Reflective and Raised Pavement Markers

Installation of both reflective and raised pavement markers shall conform to the provisions of Section 85 of the Standard Specifications. Pavement markers shall be placed in the same pattern and locations as they were previously, except as shown on the plans or modified herein.

TS-9.04F Pavement Delineation – Thermoplastic

Pavement temperature shall be measured at the beginning of the shift on each working day and this information shall be provided to the Traffic Engineer.

No primer or thermoplastic shall be installed within 48 hours from the last measurable rain report as provided by the City.

Thermoplastic traffic striping, legends, and arrows shall conform to the provisions of Section 84-1, "General"; Section 84-2, "Thermoplastic Traffic Stripes and Pavement Markings"; and refer to Section 85, "Pavement Markers"; and the Special Provisions.

TS-9.04G Pavement Markers

Pavement markers shall be placed to the line established by the Contractor and approved by the Engineer, which will consist of temporary painted line or new or existing stripes one for each line of markers.

All additional work necessary to establish satisfactory lines for markers shall be performed by the Contractor.

At the option of the Contractor, a hot melt bituminous adhesive may be used to cement the markers to the pavement instead of the Rapid Set Type or Standard Set Type epoxy adhesive specified in 85-1.06, "Placement," of the Standard Specifications. Bituminous adhesive material shall conform to the following:

Specification	ASTM	Requirement
Flash Point, COC, °F	D 92	550 Min.
Softening Point, °F	D 36	200 Min.
Brookfield Thermosel Viscosity, Centipoise, No. 27 Spindle, 20 RPM, 400°F	D 4402	3,000-6,000
Penetration dmm, 100g, 55 seconds, 77°F	D 5	10 - 20
Filler Cement, percent by weight (Insoluble in 1,1,1 Trichloroethane)	D 2371	65 - 75

Filler material used in bituminous adhesive shall be Type PC, Grade III, calcium carbonate conforming to ASTM D1199, and shall conform to the following gradation:

Sieve Size	Percent Passing
No. 100	100
No. 200	95
No. 325	75

Bituminous adhesive shall be heated indirectly in an applicator with continuous agitation or recirculation. Bituminous adhesive shall not be heated above the maximum safe heating temperature recommended by the manufacturer and shall not be applied at temperatures greater than 425°F. nor less than 375°F.

Immediately after application of the adhesive, pavement markers shall be placed in position and pressure applied until firm contact is made with the pavement.

Placement of pavement markers using bituminous adhesive shall conform to the requirements of the third, fourth, ninth and tenth paragraphs in said Section 85-1.06 of the Standard Specifications, except as follows:

1. Markers shall not be placed when the pavement or air temperature is 50°F or less.

2. Blast cleaning shall be required.

When bituminous adhesive is used for pavement marker placement, traffic control during placement operations shall conform to the requirements of "Traffic Control System" of these Special Provisions.

TS-9.05 Measurement and Payment

Payment for traffic striping layout and placement of temporary tabs will be included in the unit price bid for each striping detail and no additional compensation will be allowed therefor.

Measurement and payment for traffic striping, characters, arrows, pavement markers, raised pavement markers, reflective pavement markers, curbs and road signs shall be paid on a lump sum basis as identified in the Bid Schedule.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved with placing thermoplastic or painted pavement stripes and markings, including pavement markers, as specified in these Special Provisions, as shown on the plans and as directed by the Engineer, shall be considered as included in the contract lineal foot price for Thermoplastic or Painted Striping of the various kinds identified in the Bid Schedule, and the contract square unit price for Thermoplastic or Painted Markings/Curbs, as identified in the Bid Schedule, and no additional compensation will be allowed.



ADDENDUM No.1
For the Construction of
2023 HOT SPOT PAVEMENT REPAIR PROJECT
July 18, 2023

Addendum No. 1 is being issued for revisions to the Project Plans and Specifications for the 2023 Hot Spot Pavement Repair Project.

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

REVISIONS

1. Book 1 and Book 2

Throughout Book 1 and Book 2, wherever the document refers to the Hot Spot Pavement Repair Project it shall mean the 2023 Hot Spot Pavement Repair Project.

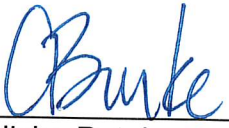
PLEASE NOTE:

If you are a bidder, you must acknowledge receiving this Addendum by signing and returning the Addendum with your sealed bid. The addendum must also be acknowledged on page 7 of the bid proposal. Submit bids for this work with the understanding and full compensation of this addendum. Failure to acknowledge receipt of this addendum will result in a non-responsive bid.

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

Sincerely,

ACKNOWLEDGED:


CAROLYN BURKE FOR
Nisha Patel
City Engineer/Public Works Director

Name & Title of Bidder's Representative

Bidder: _____

CITY OF SEASIDE

2023 HOT SPOT PAVEMENT REPAIR PROJECT



APPROVED BY: NISHA PATEL, P.E.
CITY ENGINEER



APPROVED BY: JOE RIRIE, P.E.
PAVEMENT ENGINEERING INC.



CITY OF SEASIDE 2023 HOT SPOT PAVEMENT REPAIR PROJECT		
SCALE	NTS	SHEET NO. T1
DATE	6/23/23	
DRAWN BY	BRG	

CITY OF SEASIDE

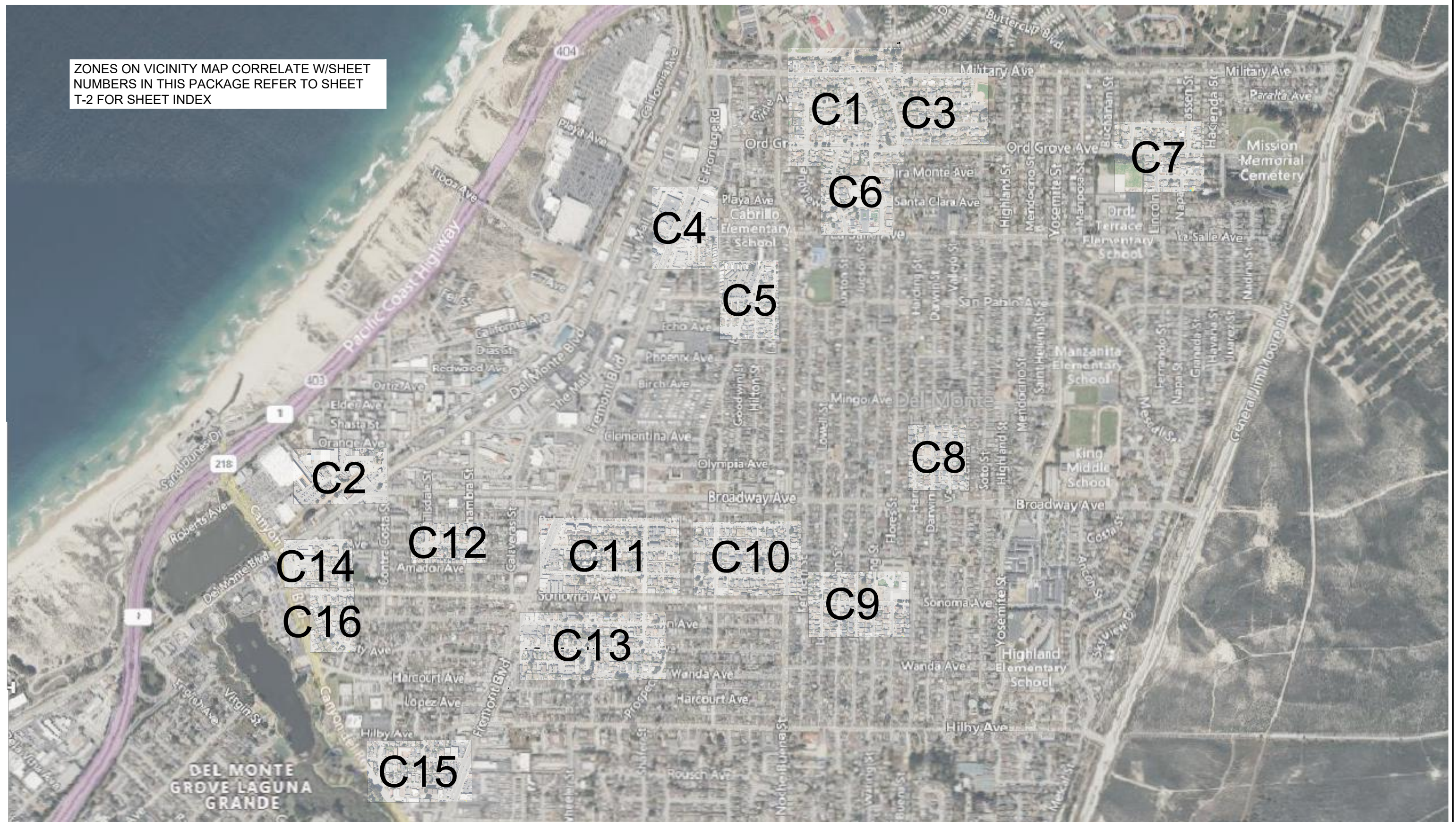
2023 HOT SPOT REPAIR PROGRAM

SHEET INDEX	
SHEET NO.	SHEET TITLE / STREET NAME
T1	TITLE SHEET
T2	SHEET INDEX
V1	VICINITY MAP
C1	CIRCLE AVE., METZ AVE., & WARING ST.
C2	ROBERTS AVE.
C3	ALTA VISTA CT.
C4	EAST FRONTAGE RD.
C5	BAKER ST.
C6	LUXTON ST.
C7	ORD GROVE AVE
C8	DARWIN ST.
C9	SONOMA AVE.
C10	ELM AVE.
C11	ELM AVE. & AMADOR AVE.
C12	ELM AVE.
C13	TRINITY AVE.
C14	AMADOR AVE.
C15	ALTERNATE 1: MARIN ST. & WILLIAMS AVE.
C16	ALTERNATE 2: TRINITY AVE.
D1-2	CONSTRUCTION DETAILS

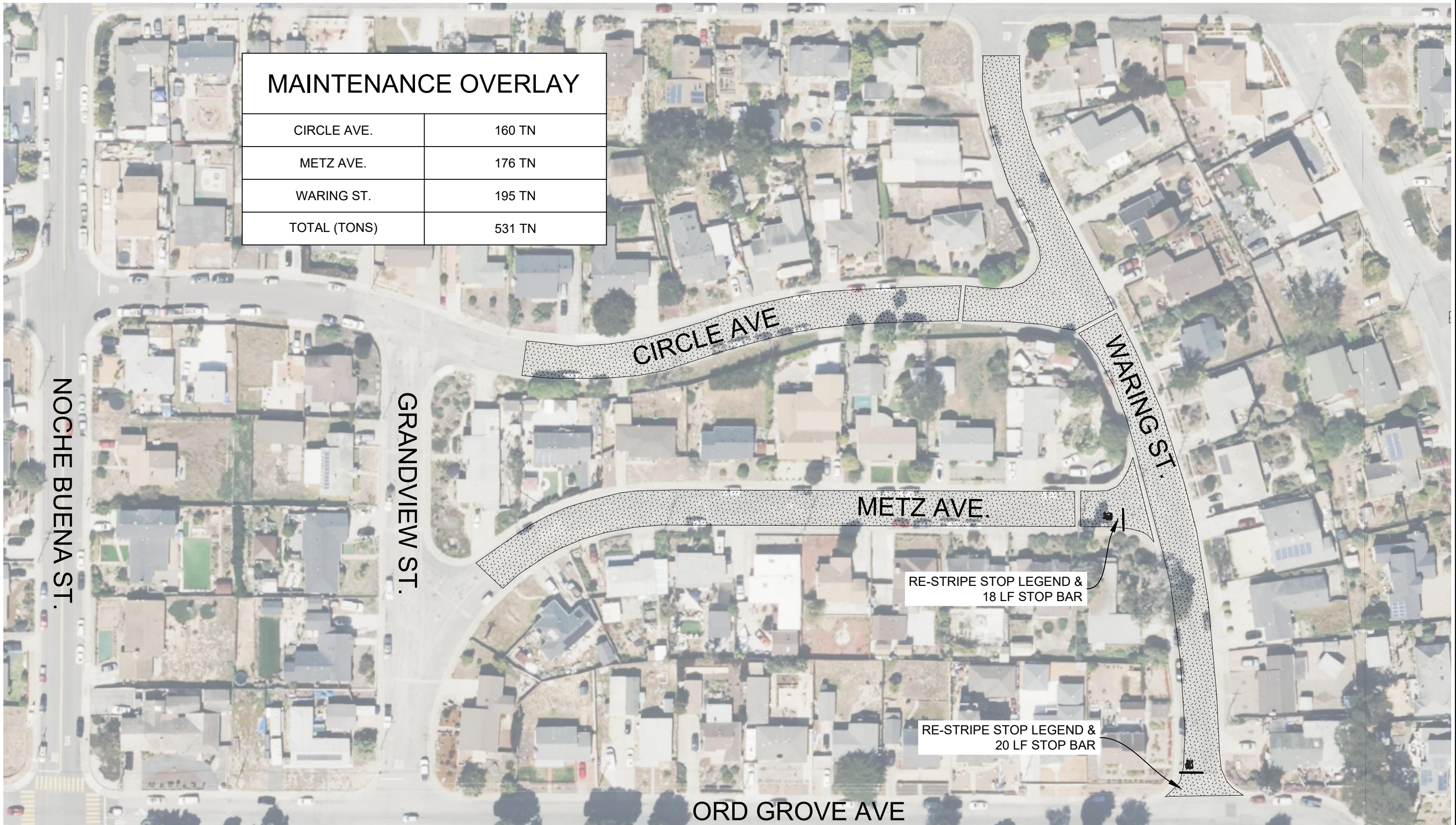


CITY OF SEASIDE 2023 HOT SPOT PAVEMENT REPAIR PROJECT		
SCALE	NTS	SHEET NO. T2
DATE	6/23/23	
DRAWN BY	BRG	

ZONES ON VICINITY MAP CORRELATE W/SHEET
NUMBERS IN THIS PACKAGE REFER TO SHEET
T-2 FOR SHEET INDEX



CITY OF SEASIDE 2023 HOT SPOT PAVEMENT REPAIR PROJECT VICINITY MAP		
SCALE	NTS	SHEET NO. V1
DATE	6/23/23	
DRAWN BY	BRG	



MAINTENANCE OVERLAY	
CIRCLE AVE.	160 TN
METZ AVE.	176 TN
WARING ST.	195 TN
TOTAL (TONS)	531 TN

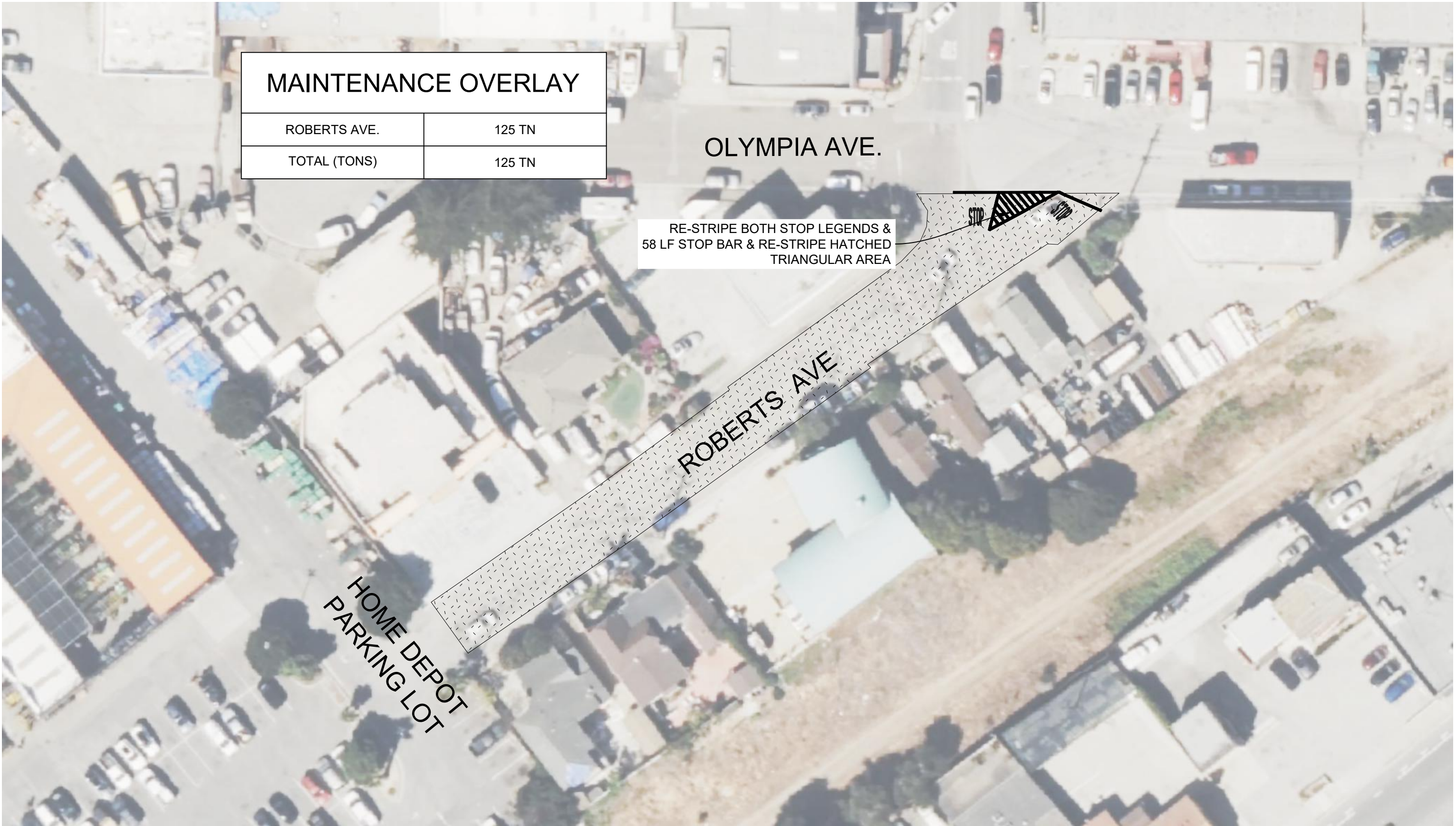
- NOTE:
1. CONTRACTOR SHALL TIE DOWN PRIOR TO PAVING & ADJUST TO FINISH GRADE ALL UTILITY COVERS WITHIN LIMITS OF MAINTENANCE OVERLAY
 2. REFER TO SHEET D2 FOR PAVING LIMITS

LEGEND	
	REMOVE & REPLACE 4" HMA
	MAINTENANCE OVERLAY

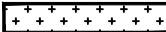
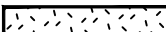


CITY OF SEASIDE		
2023 HOT SPOT PAVEMENT REPAIR PROJECT		
CIRCLE AVE., METZ AVE., WARING ST.		
SCALE	1"=80'	SHEET NO. C1
DATE	6/23/23	
DRAWN BY	BRG	





- NOTE:
- 1. CONTRACTOR SHALL TIE DOWN PRIOR TO PAVING & ADJUST TO FINISH GRADE ALL UTILITY COVERS WITHIN LIMITS OF MAINTENANCE OVERLAY
 - 2. REFER TO SHEET D2 FOR PAVING LIMITS

LEGEND	
	REMOVE & REPLACE 4" HMA
	MAINTENANCE OVERLAY



CITY OF SEASIDE		
2023 HOT SPOT PAVEMENT REPAIR PROJECT		
ROBERTS AVE.		
SCALE	1"=40'	SHEET NO. C2
DATE	6/23/23	
DRAWN BY	BRG	



REMOVE & REPLACE 4"	
1	~(132 SF)
2	~(10'X10')
TOTAL (SF)	232 SF

NOTE:
CURRENT FRAME & GRATE IS BELOW SURROUNDING GRADE RAISE
FRAME & GRATE TO FINISH GRADE CONCURRENT W/4" REMOVE &
REPLACE

LEGEND

+++++

REMOVE & REPLACE 4" HMA



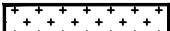
CITY OF SEASIDE		
2023 HOT SPOT PAVEMENT REPAIR PROJECT		
ALTA VISTA CT.		
SCALE	1"=60'	SHEET NO. C3
DATE	6/23/23	
DRAWN BY	BRG	





REMOVE & REPLACE 4"	
3	~(21'X18')
TOTAL (SF)	378 SF

LEGEND

 REMOVE & REPLACE 4" HMA



CITY OF SEASIDE
 2023 HOT SPOT PAVEMENT REPAIR PROJECT
 EAST FRONTAGE ROAD

SCALE	1"=60'
DATE	6/23/23
DRAWN BY	BRG

SHEET NO.
C4



REMOVE & REPLACE 4"

4	~(17'X57')
TOTAL (SF)	969 SF

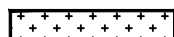
RE-STRIPE STOP LEGEND &
24 LF STOP BAR

SAN PABLO AVE.

BAKER ST.

HILTON ST.

LEGEND



REMOVE & REPLACE 4" HMA



CITY OF SEASIDE
2023 HOT SPOT PAVEMENT REPAIR PROJECT
BAKER ST.

SCALE 1"=60'

SHEET NO.

DATE 6/23/23

DRAWN BY BRG

C5



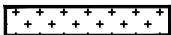
REMOVE & REPLACE 4"	
5	~(4'X21')
6	~(40 S.F.)
TOTAL (SF)	124 SF

ORD GROVE AVE.

LUXTON ST.

ADD 12 LF HMA EDGE BERM - SEE
DETAIL ON SHEET D1

LEGEND



REMOVE & REPLACE 4" HMA



HMA EDGE BERM



CITY OF SEASIDE
2023 HOT SPOT PAVEMENT REPAIR PROJECT
LUXTON ST.

SCALE 1"=40'
DATE 6/23/23
DRAWN BY BRG

SHEET NO.
C6

REMOVE & REPLACE 4"

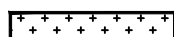
7	~(14'X18')
8	~(6'X6')
9	~(6'X18')
TOTAL (SF)	396 SF

ORD GROVE AVE.

RE-STRIPE ENTIRE WEST & SOUTH
CROSSWALK (MATCH EXISTING
COLOR & LAYOUT)

LINCOLN ST.

LEGEND



REMOVE & REPLACE 4" HMA



CITY OF SEASIDE 2023 HOT SPOT PAVEMENT REPAIR PROJECT ORD GROVE AVE.		
SCALE	1"=40'	SHEET NO. C7
DATE	6/23/23	
DRAWN BY	BRG	

REMOVE & REPLACE 4"	
10	~(6'X140')
TOTAL (SF)	840 SF

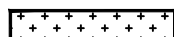
HARDING ST.

DARWIN PL

DARWIN ST.

10

LEGEND



REMOVE & REPLACE 4" HMA

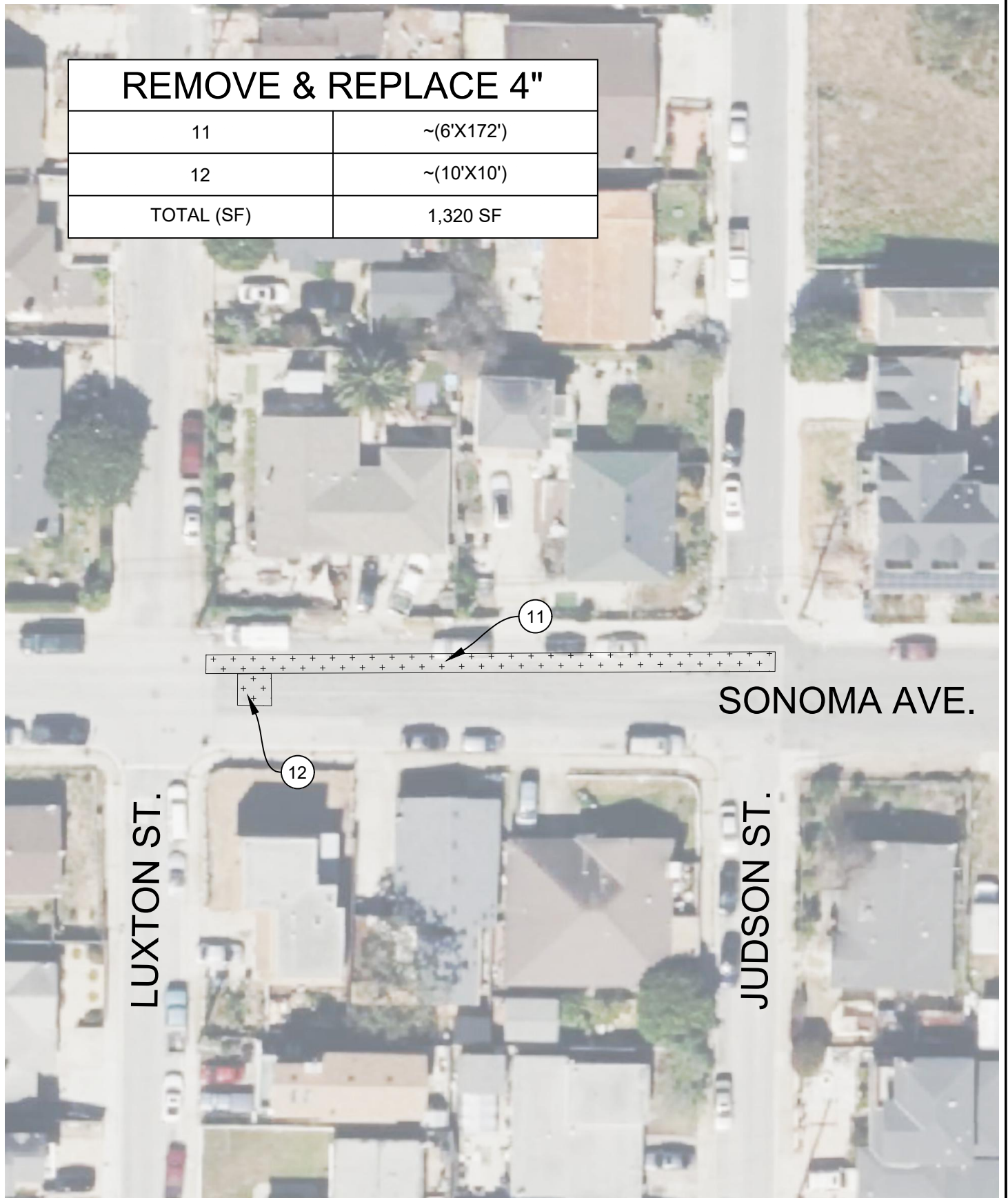


CITY OF SEASIDE 2023 HOT SPOT PAVEMENT REPAIR PROJECT DARWIN ST.		
SCALE	1"=60'	SHEET NO. C8
DATE	6/23/23	
DRAWN BY	BRG	

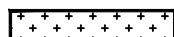


REMOVE & REPLACE 4"

11	~(6'X172')
12	~(10'X10')
TOTAL (SF)	1,320 SF



LEGEND



REMOVE & REPLACE 4" HMA



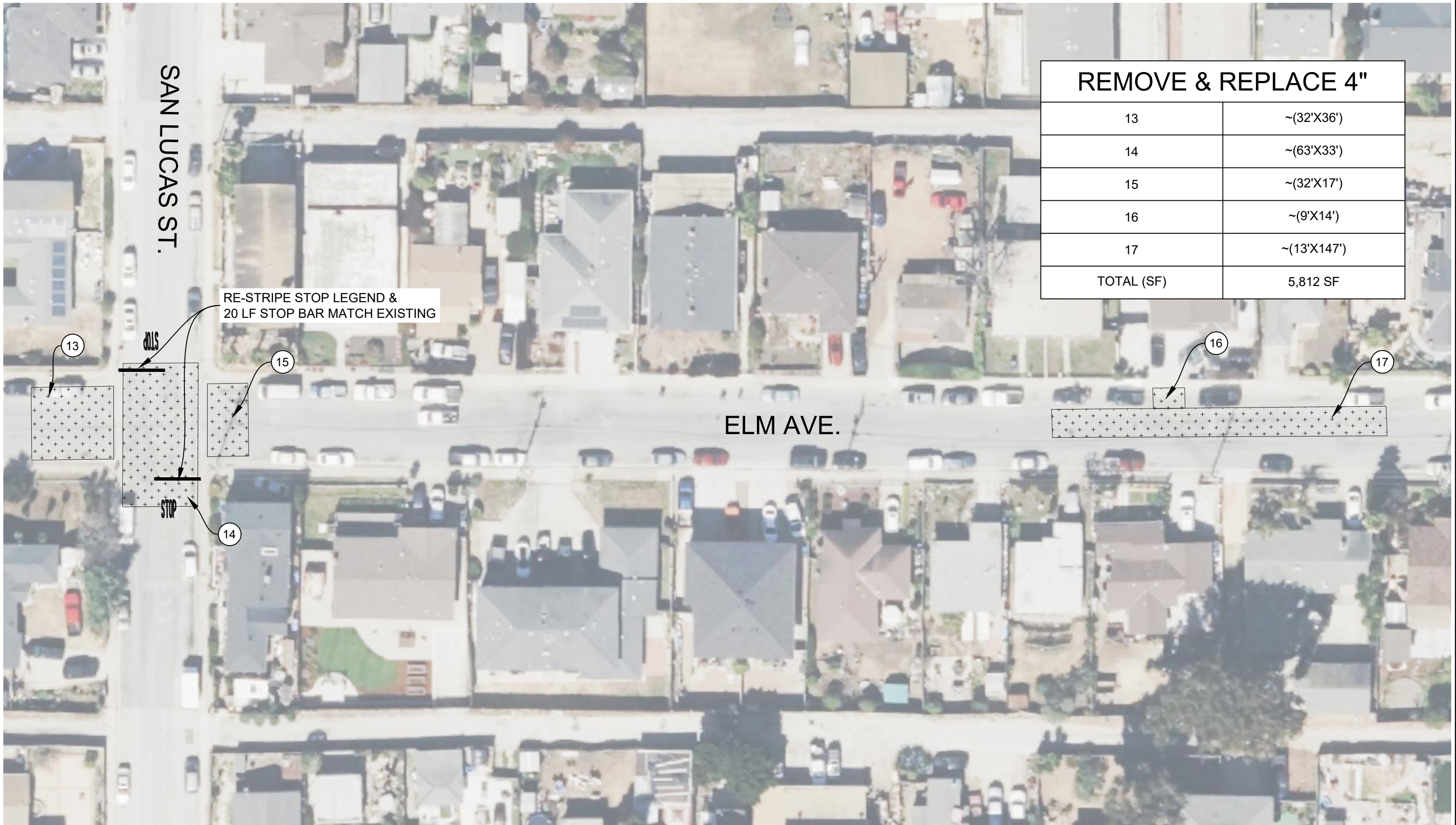
CITY OF SEASIDE
2023 HOT SPOT PAVEMENT REPAIR PROJECT
SONOMA AVE.

SCALE	1"=40'
DATE	6/23/23
DRAWN BY	BRG

SHEET NO.

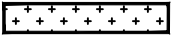
C9





REMOVE & REPLACE 4"	
13	~(32'X36')
14	~(63'X33')
15	~(32'X17')
16	~(9'X14')
17	~(13'X147')
TOTAL (SF)	5,812 SF

LEGEND

 REMOVE & REPLACE 4" HMA



CITY OF SEASIDE 2023 HOT SPOT PAVEMENT REPAIR PROJECT ELM AVE.		
SCALE	1"=40'	SHEET NO. C10
DATE	6/23/23	
DRAWN BY	BRG	





REMOVE & REPLACE 4"	
18	~(598 S.F.)
19	~(11'X12')
20	~(17'X16')
21	~(13'X54')
22	~(6'X28')
23	~(11'X35')
TOTAL (SF)	2,257 SF

LEGEND

REMOVE & REPLACE 4" HMA



CITY OF SEASIDE
2023 HOT SPOT PAVEMENT REPAIR PROJECT
ELM AVE. & AMADOR AVE.

SCALE	1"=80'	SHEET NO. C11
DATE	6/23/23	
DRAWN BY	BRG	



REMOVE & REPLACE 4"	
24	~(8'X38')
25	~(69 SF)
26	~(33'X50')
TOTAL (SF)	2,023 SF



RE-STRIPE STOP LEGEND &
20 LF STOP BAR MATCH EXISTING

MAINTAIN FLOW-LINE

HILLSDALE ST.

ALHAMBRA ST.

ELM AVE.

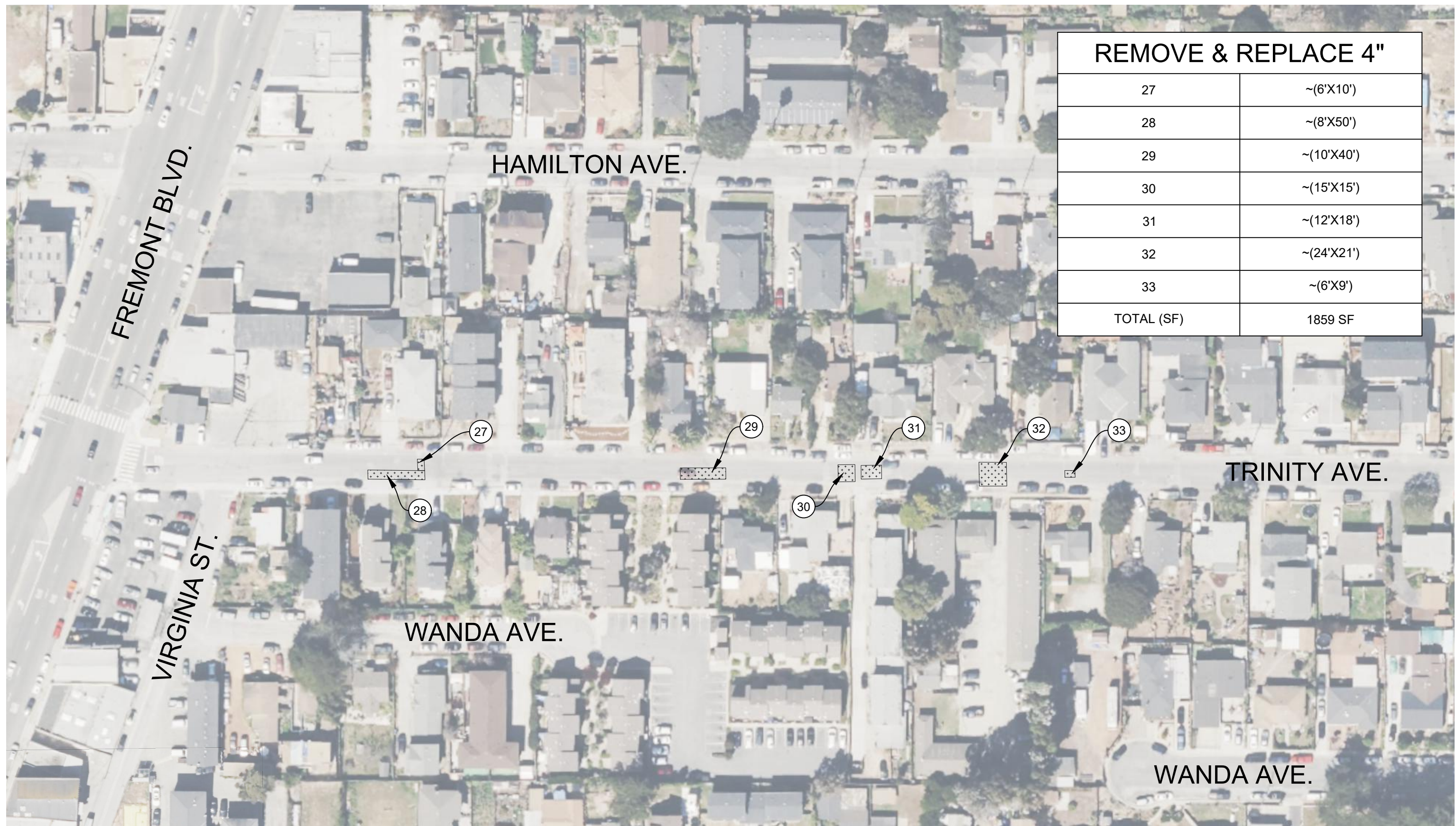
LEGEND

REMOVE & REPLACE 4" HMA



CITY OF SEASIDE 2023 HOT SPOT PAVEMENT REPAIR PROJECT ELM AVE.		
SCALE	1"=40'	SHEET NO. C12
DATE	6/23/23	
DRAWN BY	BRG	





REMOVE & REPLACE 4"	
27	~(6'X10')
28	~(8'X50')
29	~(10'X40')
30	~(15'X15')
31	~(12'X18')
32	~(24'X21')
33	~(6'X9')
TOTAL (SF)	1859 SF



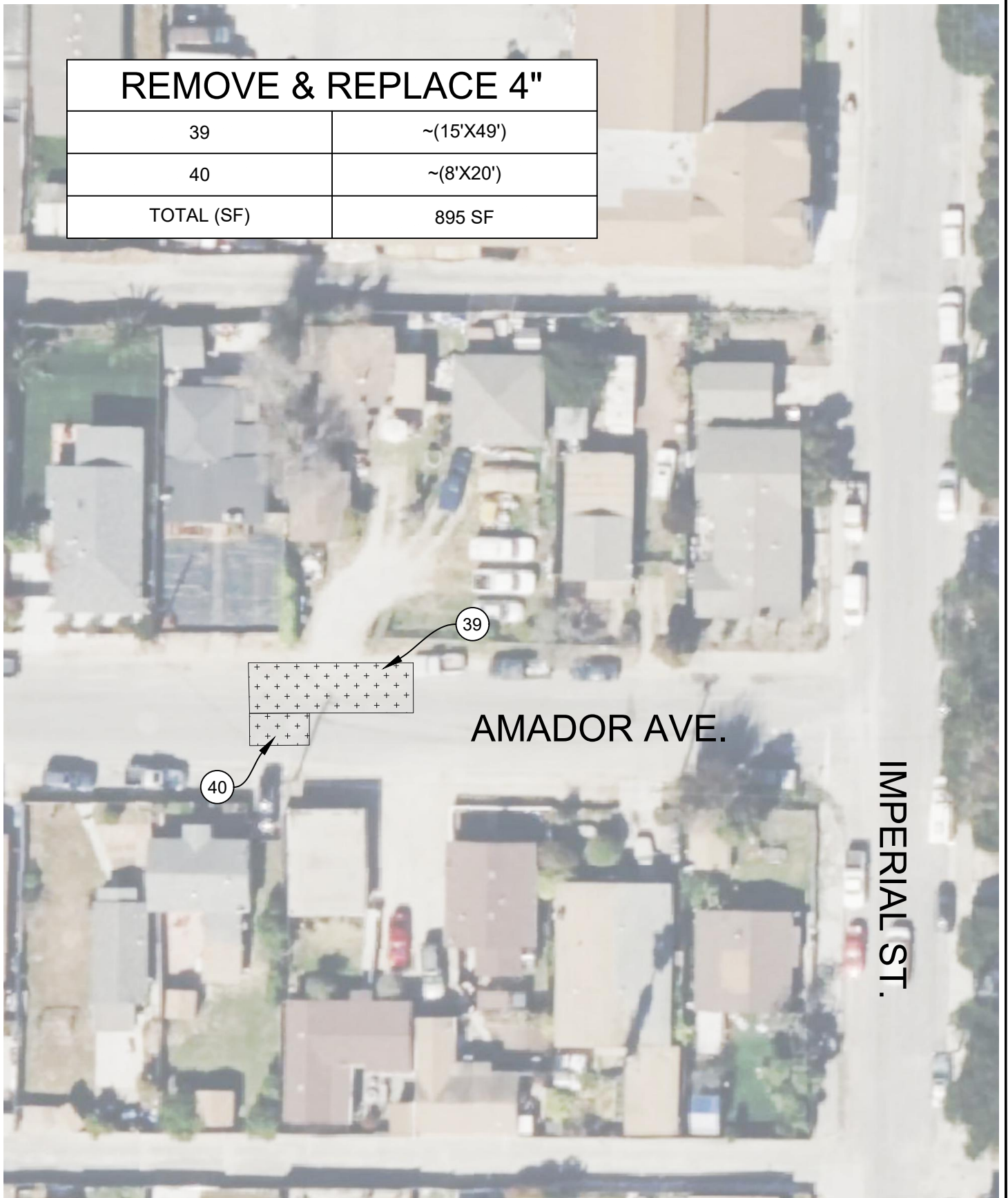
LEGEND
[Dotted Rectangle Symbol] REMOVE & REPLACE 4" HMA



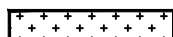
CITY OF SEASIDE 2023 HOT SPOT PAVEMENT REPAIR PROJECT TRINITY AVE.		
SCALE	1"=80'	SHEET NO. C13
DATE	6/23/23	
DRAWN BY	BRG	

REMOVE & REPLACE 4"

39	~(15'X49')
40	~(8'X20')
TOTAL (SF)	895 SF



LEGEND



REMOVE & REPLACE 4" HMA



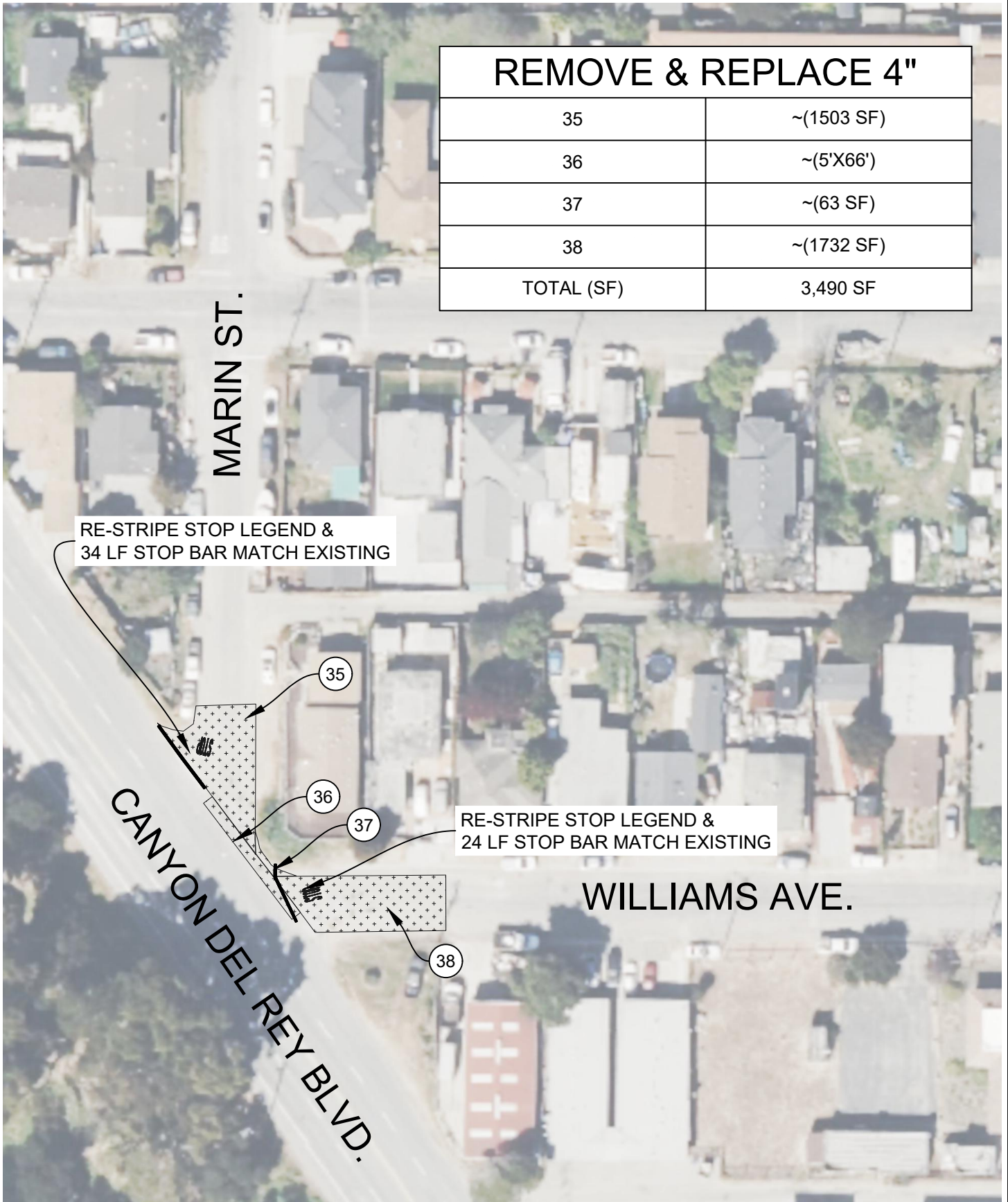
CITY OF SEASIDE
2023 HOT SPOT PAVEMENT REPAIR PROJECT
AMADOR AVE.

SCALE 1"=40'
DATE 6/23/23
DRAWN BY BRG

SHEET NO.

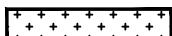
C14





ALTERNATE 1

LEGEND



REMOVE & REPLACE 4" HMA



CITY OF SEASIDE
2023 HOT SPOT PAVEMENT REPAIR PROJECT
MARIN ST. & WILLIAMS AVE.

SCALE 1"=60'

SHEET NO.

DATE 6/23/23

DRAWN BY BRG

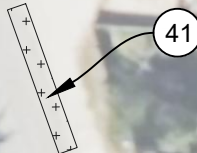
C15

REMOVE & REPLACE 4"

41	~(4'X32')
TOTAL (SF)	128 SF

SONOMA AVE.

TRINITY AVE.



HAMILTON AVE

ALTERNATE 2

LEGEND

+++++ REMOVE & REPLACE 4" HMA

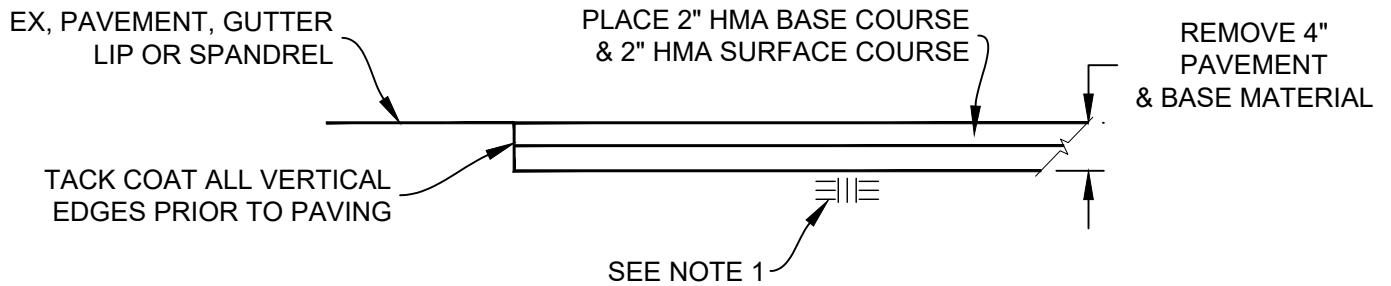


CITY OF SEASIDE
2023 HOT SPOT PAVEMENT REPAIR PROJECT
TRINITY AVE.

SCALE	1"=40'	SHEET NO.
DATE	6/23/23	C16
DRAWN BY	BRG	

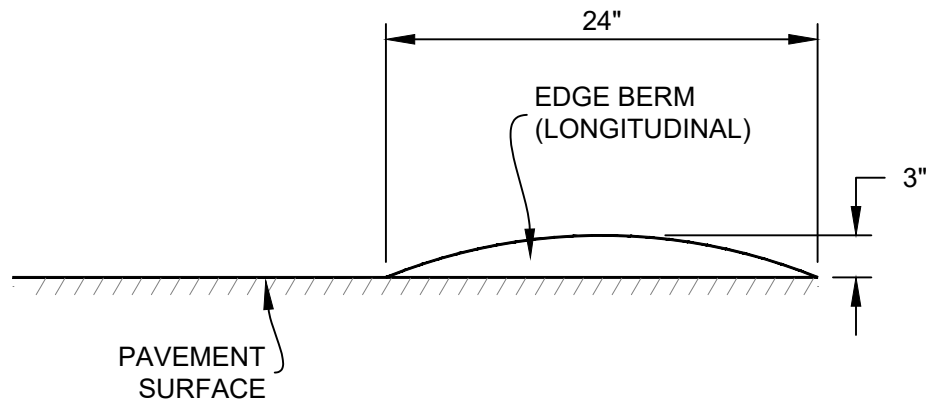
NOTES:

1. RECOMPACT LOOSENED MATERIAL AT SURFACE. IF CONTRACTOR DISTURBS MORE THAN 1-1/2" OF MATERIAL, SUBGRADE SHALL BE RECOMPACTED TO 95% R.C.



REMOVE & REPLACE 4" HMA

NTS



HMA EDGE BERM DETAIL

NTS



CITY OF SEASIDE 2023 HOT SPOT PAVEMENT REPAIR PROJECT DETAILS		
SCALE	NO SCALE	SHEET NO. D1
DATE	JUNE 2023	
DRAWN BY	MPW	

OFFSET WIDTH CHART	
STREET	WIDTH (X)
CIRCLE AVENUE	2'
METZ AVENUE	2'
WARING STREET	2'
ROBERTS AVENUE	3'

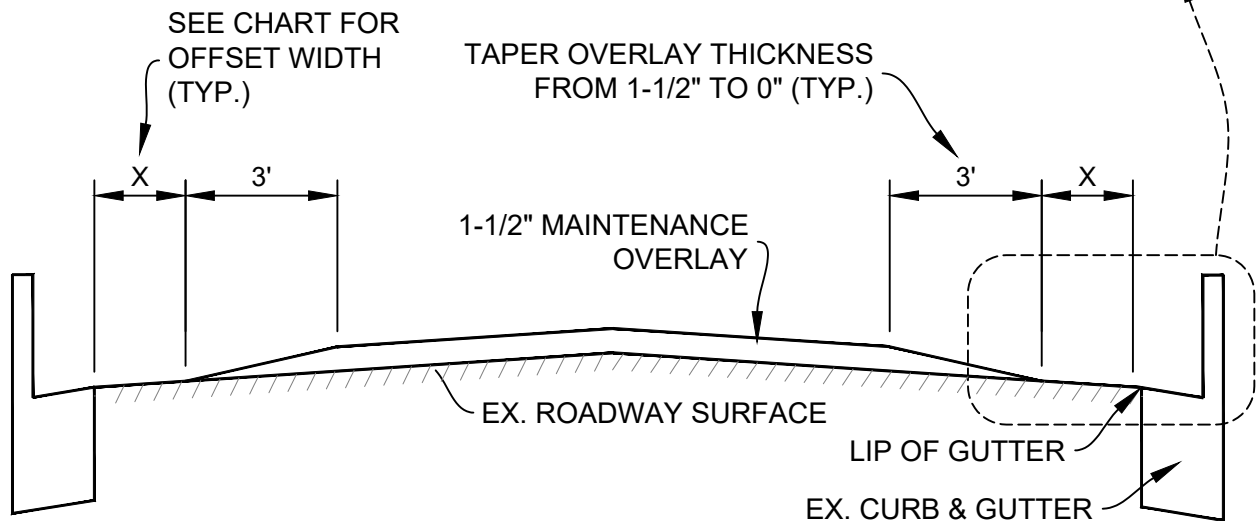
TAPER OVERLAY THICKNESS FROM
1-1/2" TO 0" @ FLOWLINE (FL)

1-1/2" MAINTENANCE
OVERLAY

EX. ROADWAY
SURFACE

EX. HMA EDGE
BERM

ALTERNATE EDGE TREATMENT



TYPICAL SECTION NO. 1
NTS



CITY OF SEASIDE 2023 HOT SPOT PAVEMENT REPAIR PROJECT DETAILS		
SCALE	NO SCALE	SHEET NO. D2
DATE	JUNE 2023	
DRAWN BY	MPW	

BOOK 2

CONTRACT DOCUMENTS

2023 Hot Spot Pavement Repairs

City Project No. 212-8920-9600



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

Reviewed by: Leslie Llantero
Assistant Engineer

CITY OF SEASIDE
Department of Public Works
JUNE 29, 2023

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2023 HOT SPOT PAVEMENT REPAIRS
Items Necessary for Complete Bid

Bids must be accompanied by the following completed forms:

1. Proposal Form
2. Bidder's Bond of at least 10 percent of the total bid amount
3. Previous Disqualification Questionnaire
4. List of Subcontractors
5. Bidder's Information Statement (A complete list of previous similar jobs)
6. Non-Collusion Affidavit – **Must be notarized**
7. DBE Subcontractor Form
8. Sample Contract

Failure to complete, sign and notarize (where required) and return the above bid documents may render the bid non-responsive.

2023 HOT SPOT PAVEMENT REPAIRS
Items Necessary for Complete Bid

Bids must be accompanied by the following completed forms:

1. Proposal Form
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7. DBE Subcontractor Form
8. Sample Contract

Failure to complete, sign and notarize (where required) and return the above bid documents may render the bid non-responsive.



Travelers Casualty and Surety
Company of America
One Tower Square 3PB, Hartford, CT 06183

Bid Bond

KNOW ALL MEN BY THESE PRESENTS,

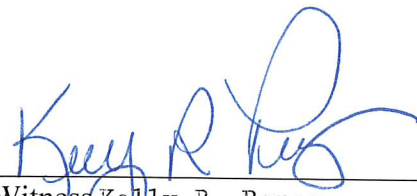
That we, **The Don Chapin Company, Inc.** as Principal, hereinafter called the Principal, and **Travelers Casualty and Surety Company of America**, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto the **City of Seaside** as Obligee, hereinafter called the Obligee, in the sum of **Ten Percent of Amount Bid (--10%--)**, or the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

Hot Spot Pavement Repairs

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed **July 6, 2023**



Witness Kelly R. Perez
Estimating Secretary

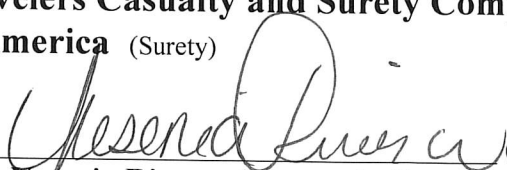
The Don Chapin Company, Inc. (Principal)

By:  (Seal)
CAROLINE D. CHAPIN EXECUTIVE VICE PRESIDENT

**Travelers Casualty and Surety Company
of America** (Surety)



Emmily Montoya, Witness

By:  (Seal)
Yesenia Rivera, Attorney-in-Fact



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

POWER OF ATTORNEY

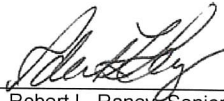
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that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

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



State of Connecticut

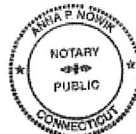
City of Hartford ss.

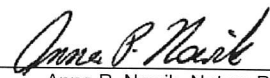
By: 
 Robert L. Raney, Senior Vice President

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

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

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




 Anna P. Nowik, Notary Public

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

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

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

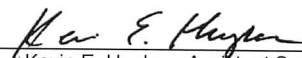
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

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

Dated this **6th** day of **July**, **2023**




 Kevin E. Hughes, Assistant Secretary

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

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Santa CruzOn July 6, 2023

Date

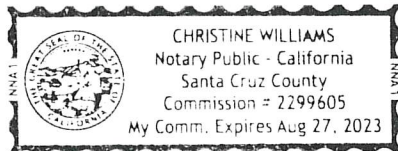
before me, Christine Williams, Notary Public

Here Insert Name and Title of the Officer

personally appeared Yesenia Rivera

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature

Signature of Notary Public

OPTIONAL

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

Description of Attached DocumentTitle or Type of Document: Bid BondDocument Date: July 6, 2023

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

Bidder: The Don Chapin Co., Inc.**1. Proposal Form****CITY OF SEASIDE****2023 HOT SPOT PAVEMENT REPAIRS**

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

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

BASE BID

ITEM	BID ITEMS	PAYMENT REFERENCE	UNIT	TOTAL QUANTITIES	UNIT PRICE	TOTAL COST*
1	Mobilization, Bonds & Insurance	TS-1.14	LS	1	13,000 ⁻	13,000 ⁻
2	Notification of Residents, Businesses & Agencies	TS-1.14	LS	1	6,000 ⁻	6,000 ⁻
3	Bicycle, Pedestrian & Traffic Control	TS-2.06	LS	1	30,250 ⁻	30,250 ⁻
4	Water Pollution Control	TS-3.02	LS	1	11,500 ⁻	11,500 ⁻
5	Remove & Replace 4" HMA	TS-6.04	SF	17,105	11.00	201,839 ⁻
6	Maintenance Overlay "3/8 Type A HMA"	TS-5.04	TN	656	217.50	142,680 ⁻
7	6" Deep Lift Stabilization Allowance	TS-6.04	SF	859	16.00	13,744 ⁻
8	Adjust Manhole Cover to Finish Grade	TS-8.03	EA	3	3,050 ⁰⁰	9,150 ⁻
9	Lower Water Valve Cover	TS-8.03	EA	1	1,200 ⁰⁰	1,200 ⁻
10	Adjust Water Valve Cover to Finish Grade	TS-8.03	EA	9	1,450 ⁰⁰	13,050 ⁻
11	Pavement Markings and Traffic Strips (Paint)	TS-9.05	LS	1	12,000 ⁰⁰	12,000 ⁻
12	HMA Berm	TS-5.04	LF	12	100 ⁰⁰	1,200 ⁻

BASE BID AMOUNT IN FIGURES:**\$455,613⁰⁰**

Bidder: The Don Chapin Co., Inc.

BASE BID AMOUNT IN WORDS: *Four Hundred Fifty Five Thousand, Six Hundred Thirteen.*

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

BID SCHEDULE – ALTERNATE 1

ITEM	BID ITEMS	PAYMENT REFERENCE	UNIT	TOTAL QUANTITIES	UNIT PRICE	TOTAL COST*
1.1	Mobilization, Bonds & Insurance	TS-1.14	LS	1	<i>2,225⁰⁰</i>	<i>2,225⁻</i>
1.2	Notification of Residents, Businesses & Agencies	TS-1.14	LS	1	<i>2,000⁰⁰</i>	<i>2,000⁻</i>
1.3	Bicycle, Pedestrian & Traffic Control	TS-2.06	LS	1	<i>3,500⁰⁰</i>	<i>3,500⁻</i>
1.4	Water Pollution Control	TS-3.02	LS	1	<i>1,300⁰⁰</i>	<i>1,300⁻</i>
1.5	Remove & Replace 4" HMA	TS-6.04	SF	3,490	<i>11⁰⁰</i>	<i>38,390⁻</i>
1.6	6" Deep Lift Stabilization Allowance	TS-6.04	SF	175	<i>16⁰⁰</i>	<i>2,800⁻</i>
1.7	Pavement Markings and Traffic Strips (Paint)	TS-9.05	LS	1	<i>1,500⁰⁰</i>	<i>1,500⁻</i>

ALTERNATE 1 TOTAL AMOUNT IN FIGURES:

\$51,715

ALTERNATE 1 TOTAL AMOUNT IN WORDS: *FIFTY ONE THOUSAND, SEVEN HUNDRED & FIFTEEN DOLLARS*

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

BID SCHEDULE – ALTERNATE 2

ITEM	BID ITEMS	PAYMENT REFERENCE	UNIT	TOTAL QUANTITIES	UNIT PRICE	TOTAL COST*
2.1	Mobilization, Bonds & Insurance	TS-1.14	LS	1	<i>950⁰⁰</i>	<i>950⁻</i>
2.2	Notification of Residents, Businesses & Agencies	TS-1.14	LS	1	<i>150⁰⁰</i>	<i>150⁻</i>
2.3	Bicycle, Pedestrian & Traffic Control	TS-2.06	LS	1	<i>400⁰⁰</i>	<i>400⁻</i>
2.4	Water Pollution Control	TS-3.02	LS	1	<i>275⁰⁰</i>	<i>275⁻</i>
2.5	Remove & Replace 4" HMA	TS-6.04	SF	128	<i>29⁰⁰</i>	<i>3,712⁻</i>
2.6	6" Deep Lift Stabilization Allowance	TS-6.04	SF	7	<i>125⁰⁰</i>	<i>875⁻</i>

ALTERNATE 2 TOTAL AMOUNT IN FIGURES:

\$6,362⁰⁰

ALTERNATE 2 TOTAL AMOUNT IN WORDS: *Six Thousand, Three Hundred Sixty Two Dollars*

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

Bidder: The Don Chapin Co., Inc.**SUMMARY OF BID SCHEDULE**

TOTAL BASE BID\$ 455,613⁻
 Sheet Nos: C1,C2,C3,C4,C5, C6, C7, C8, C9, C10, C11, C12, C13, C14

TOTAL ALTERNATE 1\$ 51,715⁻
 Sheet No.: C15

TOTAL ALTERNATE 2\$ 6,362⁻
 Sheet No.: C16

BIDDING SHEET

TOTAL BID (BASE BID + ALTERNATE 1 + ALTERNATE 2)\$ 513,690⁻

FIVE HUNDRED THIRTEEN THOUSANDS SIX HUNDRED NINETY
TOTAL BID IN WORDS (BASE BID + ALTERNATE 1 + ALTERNATE 2) ON THOUS DOLLARS.

BASIS OF AWARD: The City of Seaside will determine the lowest bid based on the total Base Bid plus Alternates. Bidders shall bid on the Base Bid and all Bid Alternates. Bids that do not include all Bid Alternates will not be accepted. The City of Seaside reserves the right to add none or any combination of the Bid Alternates.

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

Bidder's Company Name: The Don Chapin Co., Inc.

Address: 560 Crazy Horse Cyn Rd, Salinas CA 93907

Phone Number: 831-449-4273

Email Address: cchapin@donchapin.com

Contractor's License No. 406512 Public Works Contractor Registration No. 1000001363



Signature

Caroline D. Chapin

Printed Name

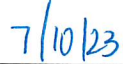
Bidder: The Don Chapin Co., Inc.

Executive Vice President
Title

Addenda received and incorporated into this proposal:

Addenda number(s): none 1 2 3 4 5 6 (Circle all that apply)


Signed
Caroline D. Chapin Executive Vice President


Date signed

Bidder: The Don Chapin Co., Inc.**2. Bidder's Bond Statement**

Accompanying this proposal is "Bidder's Bond" (Insert the words "cash (\$)", "cashier's check", "certified check", or "bidder's bond") in an amount equal to at least ten percent (10%) of the bid total.

The undersigned agrees that in case of default in executing the required contract together with the necessary bonds within the period of time provided by the proposal requirements, the proceeds of the security accompanying this proposal shall become the acceptance of the City of Seaside, and this proposal and the acceptance thereof may be considered null and void.

Licensed in accordance with an act providing for the registration of Contractors.

License No. 406512

License Certification A, B, C21, Haz, C42

Notice: If bidder or other interested person is a corporation, state legal name of corporation, names of the president, secretary, treasurer, and manager thereof. If a co-partnership, state true name of firm, names of all individual co-partners composing firm. If bidder or other interested person is an individual, state firm name and individual's full name.

Company

Name: The Don Chapin Co., Inc.

Business

Address: 560 Crazy Horse Cyn Rd

Salinas CA 93907

Signature

Caroline D. Chapin

Printed Name

Executive Vice President

Title

7/10/23

Date

Bidder: The Don Chapin Co., Inc.

3. Previous Disqualification Questionnaire

In accordance with Government Code Section 14310.5, the bidder shall complete, under penalty of perjury, the following questionnaire:

QUESTIONNAIRE

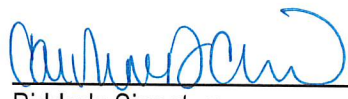
Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes

No X

If the answer is yes, explain the circumstances in the following space.

7/10/23
Date


Bidder's Signature
Caroline D. Chapin Executive Vice President

Bidder: The Don Chapin Co., Inc.**4. List of Subcontractors**

In compliance with the provisions of Section 4100 & 4109 of the Public Contract Code of the State of California and any amendments thereto, the Bidder shall list below the name and business address of each subcontractor who will perform work under this Bid in excess of one-half of one percent of the Bidder's Total Bid Price, and shall also list the portion of the work which will be done by such subcontractor. After the opening of bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection.

<u>Work to be Performed</u> <u>Including bid item number(s)</u>	<u>Percent</u> <u>of Total</u> <u>Contract</u>	<u>License No. and</u> <u>Date of Expiration</u>	<u>Subcontractor's</u> <u>Name & Address</u>
1 <u>STRIPING</u>	<u>2.12%</u>	<u>374600</u>	<u>CHASSO CO.</u> <u>FREMONT, CA</u>
	PWCR# <u>100000306</u>		
2			
	PWCR#		
3			
	PWCR#		
4			
	PWCR#		
5			
	PWCR#		
6			
	PWCR#		
7			
	PWCR#		

Bidder: The Don Chapin Co., Inc.**5. Bidder's Information Statement**1. Number of years the bidder has performed the type of construction work required by this project: 44

2. List the type of work normally performed by your own forces:

Grading, paving, underground utilities, sewer, water, concrete flatwork

3. Has your contractor's license been suspended or revoked during the last five years? [] Yes [X] No

4. Has the bidder declared bankruptcy or been in receivership during the last five years? [] Yes [X] No

5. Has the bidder ever defaulted on a contract forcing a surety to suffer a loss? [] Yes [X] No

6. Has the bidder been unable to obtain a bond or been denied a bond? [] Yes [X] No

7. Has the bidder ever failed to complete work awarded to it? [] Yes [X] No

8. Has the bidder filed any lawsuits, requested arbitration or been involved in any litigation during the last five years? [X] Yes [] No

9. Has the bidder failed to pay prevailing wages on any public project during the last 5 years? [] Yes [X] No

If the answer is "yes" to any of questions 3 through 9 please explain the circumstances in the below space.
 The bidder may attach additional pages if necessary, to provide a detailed response.

See Attached 8

On Enclosures A-1 through A-3 list five construction contracts the bidder has had with public agencies over the last five years similar to the proposed project in type of construction and in total contract amount. These forms must be completed. Attaching a list of projects without the information requested on these enclosures is not satisfactory.

Travelers Casualty & Surety Company C/OName of your Surety Company: Mc Sherry & Hudson, LLC Insurance Service

Is your Surety Company California Admitted?

[X] Yes [] No

Question 8

Don Chapin Co. Inc. Litigation History:

Name of Case: Riverview Capitol Investment LLC
Riverview Park Infrastructure Improvements – New Roadway Improvements 2013
C/O WTI, Inc.
Cupertino CA
Case Number: 16CV298347
Date Filed: 8/01/2016
Court in which Filed: Santa Clara Court
Settled: Both parties came to a mutual agreement June 2023

Signature York Highlands LLC
New York City, NY
Carmel Development Co – 831-625-1090
York Highlands Subdivision Improvements 2016
Non Payment – Was settled in our Favor \$1,279,000.00
Monterey, CA
Settled: October 10, 2021

Arbitration against the Don Chapin Co.

City of Hollister

375 5th Street

Hollister, CA 95023

E. Soren Diaz (City Attorney)

831-636-4300

Hollister Municipal Airport Runway 13-31 Pavement Rehabilitation

Runway asphalt pavement – Dispute over compaction and thickness

Original Contract Amt.: \$3,137,234.00

Value of work not completed: \$500,000.00

Arbitration finalized, Favorable outcome for DCCI July 2019

Bidder: The Don Chapin Co., Inc.**ENCLOSURE A-1**

**Similar Construction Contract Bidder has completed over the last five years for a Public Agency
use additional sheets as necessary**

See Attached Enclosures

Address each item, indicating "none" where appropriate.

1. Name and Location of Project: _____
2. Name of Bidder's Superintendent on the project: _____
3. Description of work including quantities of installed work: _____

4. Name of Public Agency: _____
5. Name and telephone number of Public Agency's Project Engineer:

6. Original Contract Amount: _____
7. Total Amount of Approved Change Orders: _____
8. Final Contract Amount: _____
9. Date of Contract completion: _____
10. Were Liquidated Damages assessed? _____
11. Claims amount: _____
12. Citations by OSHA: _____
13. Failure to pay prevailing wages or other Federal/State required taxes or contributions? _____

Enclosure A-1

PROJECT NAME: Barden Road Safe Routes to School

LOCATION: Bardin Rd & E. Alisal Rd, Salinas CA

OWNER: City of Salinas

OWNER CONTACT: Elise Ramirez P.E. 831-758-7438

Arch/Engineer: City of Salinas Public Works Dept. Adriana Robles PE CFM

Inspector of record: Aaron Hilton

PROJECT MANAGER Aaron Hilton 805-279-6864 ahilton@mnsengineers.com

DESCRIPTION OF WORK: Mobilization, surveying, construction staking, removal and salvage or disposal of existing improvements, erosion control, roadway reconstruction, full depth reclamation (FDR-C), slurry seal, construction of curb and gutter, sidewalk, ADA compliant pedestrian access ramps, drainage improvements, minor electrical improvements, street lighting, utility trenching, landscaping and irrigation improvements, signing and marking, repair of sewer main, SWPPP preparation, implementation and inspections, traffic control, and all incidental and appurtenant improvements and restorations specified on plans. Construction of two roundabouts, one at E. Alisal St and Bardin Rd, and one at Alisal Rd and Sconberg Pkwy, and construction of school drop off zone for Bardin Elementary School. Construct multiple bulb-outs along Barding Rd and E Alisal St. and roadway reconstruction (FDR-C) and slurry seal. Reconstruction of ADA curb ramps and roadway reconstruction (FDR-C) within county's jurisdiction. Replacement of portions of sewer main in Bardin Rd and E. Alisal Street.

TOTAL CONSTRUCTION COST: \$9,309,754.00

TOTAL CHANGE ORDER AMT: \$1,368,543.00

ORIGNINAL SCHEDULED DATE OF COMPLETION: 365 Days

TIME EXTENSIONS GRANTED: 90 Days

AUCTUAL DATE OF COMPLETION: April 30, 2023

CLAIMS AMOUNT: NONE

NO CITATION BY OSHA

NO FAILURE TO PAY PREVALING WAGES OR OTHER TAXES OR CONTRIBUTIONS

Bidder: The Don Chapin Co., Inc.**ENCLOSURE A-2**

**Similar Construction Contract Bidder has completed over the last five years for a Public Agency,
use additional sheets as necessary**

Address each item, indicating "none" where appropriate.

Name and Location of Project: _____

1. Name of Bidder's Superintendent on the project: _____

2. Description of work including quantities of installed work: _____

3. Name of Public Agency: _____

4. Name and telephone number of Public Agency's Project Engineer:

5. Original Contract Amount: _____

6. Total Amount of Approved Change Orders: _____

7. Final Contract Amount: _____

8. Date of Contract completion: _____

9. Were Liquidated Damages assessed? _____

10. Claims amount: _____

11. Citations by OSHA: _____

12. Failure to pay prevailing wages or other Federal/State required taxes or contributions? _____

Enclosure A-2

PROJECT NAME: East Street Metz Road Roundabout Project

LOCATION: LOCATION: Metz Rd, Soledad CA

OWNER: City of Soledad

OWNER CONTACT: Oscar Antillon PW Oantillon@cityofsoledad.com 831-233-5173

Arch/Engineer: Yamabe & Horn Engineering Inc.

Contact: Jason A. Watts 559-244-3123 JWatts@yhmail.com

Construction Manager: Sergio Alvarado

DESCRIPTION OF WORK: Mob/Demob, Traffic Control, Clearing & Grubbing, AC Grinding, Roadway Excavation, Hot Mix Asphalt (727 Tons, Agg Base 626 Ton, Agg Subbase 433 Ton), Fog Seal, Construct Concrete Curb, Mountable Curb, Median Curb, Sidewalk, Valley Gutter, Stamped Concrete Cap, Water Service, Storm Drain Manholes, Storm Drainpipe, Street Light, Planting, Irrigation, Pavement Striping, Markings, and Signage

TOTAL CONSTRUCTION COST: \$1,065,136.00

TOTAL CHANGE ORDER AMT: \$106,136.00

ORIGNAL SCHEDULED DATE OF COMPLETION: July 13, 2021

TIME EXPENSION GRANTED: 15 DAYS

AUCUTAL DATE OF COMPLETION: July 28, 2021

NO LIQUID DAMAGES ASSESSED

CLAIMS AMOUNT: NONE

NO CITATION BY OSHA

NO FAILURE TO PAY PREVALING WAGES OR OTHER TAXES OR CONTRIBUTIONS

Bidder: The Don Chapin Co., Inc.**ENCLOSURE A-3**

**Similar Construction Contract Bidder has completed over the last five years for a Public Agency,
use additional sheets as necessary**

Address each item, indicating "none" where appropriate.

1. Name and Location of Project: _____
2. Name of Bidder's Superintendent on the project: _____
3. Description of work including quantities of installed work: _____

4. Name of Public Agency: _____
5. Name and telephone number of Public Agency's Project Engineer: _____

6. Original Contract Amount: _____
7. Total Amount of Approved Change Orders: _____
8. Final Contract Amount: _____
9. Date of Contract completion: _____
10. Were Liquidated Damages assessed? _____
11. Claims amount: _____
12. Citations by OSHA: _____
13. Failure to pay prevailing wages or other Federal/State required taxes or contributions? _____

Enclosure A-3

JOB NAME: Franklin Street Storm Drain Project
LOCATION: Monterey, CA
OWNER: City of Monterey
OWNER CONTACT/PHONE: Steve Wittry 831-646-3921 wittry@monterey.org
ENGINEERING: City of Monterey Department of Plans and Public Works
ENGINEERING CONTACT/PHONE: Thomas Korman 831-646-3475 tkorman@monterey.org
Construction Manager: Tony Hernandez CPM thernandez@monterey.org 831-682-3606
DESCRIPTION OF PROJECT: Mob & Demob, Storm Water Compliance, Traffic Control, Construction Dewatering, Surveying, Abandon Culvert, New Storm Drain 5 Ea, New Pass through Storm Drain, Install new 12 inch, 18 inch, 24 inch, 36 inch HDPE Pipe, Slurry Backfill, Concrete Sidewalk Curb and Gutter, AC Conform Paving 6 inch thick (4,000 SF)
TOTAL CONSTRUCTION COST: 898,981.00
TOTAL CHANGE ORDER AMOUNT: \$247,330.00
ORIGNINAL SCHEDULED DATE OF COMPLETION: April 7, 2021
TIME EXPENSION GRANTED: 30 Day
ACUTAL DATE OF COMPLETION: May 7, 2021
NO LIQUID DAMAGES ASSESSED
CLAIMS AMOUNT: NONE
NO CITATION BY OSHA
NO FAILURE TO PAY PREVALING WAGES OR OTHER TAXES OR CONTRIBUTIONS

Bidder: The Don Chapin Co., Inc.

6. Non-Collusion Affidavit

To: City of Seaside

The undersigned, in submitting a bid for performing the following work by contract, being duly sworn, deposes and says:

That he has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

The Don Chapin Co., Inc.

560 Crazy Horse Cyn Rd

Salinas CA 93907

Company Name and Address



Signature

Caroline D. Chapin Executive Vice President

Title

(This form must be notarized)

(It is requested that the bidder execute the affidavit on this page at the time of submitting the bid or, if it cannot be submitted with the bid, this affidavit shall be executed by the successful bidder)

ACKNOWLEDGMENT

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

State of California
County of Monterey)

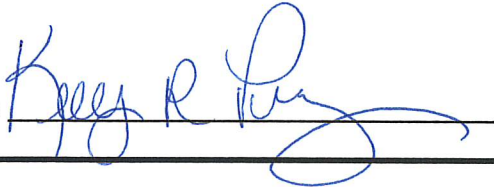
On July 11, 2023 before me, Kelly R. Perez - Notary Public
(insert name and title of the officer)

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

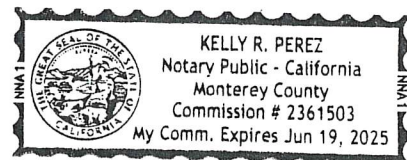
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Bidder: The Don Chapin Co., Inc.**7. DBE Subcontractor Form**

Bidders must fill in all required information on all DBE's proposed for subcontract work on this contract. This and/or the next page must be completed and submitted with bid. Use additional pages if required.

No DBE's proposed for subcontract work

- A. Name of Company _____
Street Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Subcontract Amount \$ _____
Type of Work _____
- B. Name of Company _____
Street Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Subcontract Amount \$ _____
Type of Work _____
- C. Name of Company _____
Street Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Subcontract Amount \$ _____
Type of Work _____
- D. Name of Company _____
Street Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Subcontract Amount \$ _____
Type of Work _____

Bidder: The Don Chapin Co., Inc.**8. Sample Contract with Signatures**

**CITY OF SEASIDE
CONSTRUCTION BID CONTRACT
(PROJEC TITLE)**

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

WITNESSETH:

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

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

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

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

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

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

< Awarded Bid Schedule will be inserted here >

Bidder: The Don Chapin Co., Inc.

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

Article VII. Indemnity. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless, City and any and all of City's boards, officers, employees, agents, assigns, and successors in interest, from and against any and all claims losses, demand and expenses, including, but not limited to, attorney's fees and cost of litigation, on account of bodily injury, including death, or property damage arising out of or in any way connected to the work performed by Contractor under this agreement. Without affecting the rights of City under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

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

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

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

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

Contractor's Name and Mailing Address

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

CITY OF SEASIDE

CONTRACTOR

by: _____
Jaime M. Fontes, City Manager

by: _____
Print Name and Title

Date

Date

Licensed in accordance with an act
providing for the registration of Contractors.
License No. 406512



CITY OF SEASIDE STAFF REPORT

Item No.: 9.B.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Carolyn Burke, Assistant Public Works Director

DATE: August 3, 2023

SUBJECT: RECEIVE AND FILE REPORT TO CONSIDER WAIVING TRAFFIC ADVISORY COMMITTEE (TAC) APPLICATION FEES FOR REQUESTS TO PAINT A RED CURB IF APPROVED BASED ON PUBLIC BENEFIT AND SAFETY AND PROVIDE FURTHER STAFF DIRECTION

RECOMMENDATION

Receive and file report and provide further direction to staff regarding the waiving of future Traffic Advisory Committee (TAC) applications to paint a curb red if the application is approved by City Council based on public benefit and safety.

BACKGROUND

At the July 20, 2023 Seaside City Council meeting, council members unanimously voted to formally discuss and consider at a future City Council meeting the proposal of Mayor Pro Tem Pacheco to refund application fees for Traffic Advisory Committee (TAC) applications to paint a curb if the application is approved by City Council based on public benefit and safety. This staff report is prepared by Public Works staff to provide additional information and background for consideration by City Council during their discussion.

Current City practice is that TAC applications for red curb requests are submitted, along with a \$70.00 application fee, for review by Public Works staff. A full review of the TAC application includes a field visit, research of existing files, and further analysis by a certified traffic engineer as necessary for the request. After the TAC application is reviewed, a staff report is prepared for presentation at the next available TAC meeting. Once voted upon by the TAC, a second staff report is prepared for the City Council to ratify the recommendation of the TAC members. If the application is approved by City Council, the applicant is responsible for paying the estimated installation cost prior to

City maintenance staff implementing the requested improvement.

Waiving the TAC application fee will require a finding of public benefit and safety by the City Council at the time of approval. A TAC application fee is required because public staff time is being spent on TAC requests that may only benefit a private party, and waiving the fee would require City Council to make the finding that the red curb is required for general public safety and not to benefit a private individual.

Public Works recommends Council receive and file this report and provide further direction to staff regarding the waiving of future TAC applications to paint a curb if the application is approved by City Council based on public benefit and safety.

FISCAL IMPACT

The number of TAC requests for red curb installation varies annually, with four red curb applications considered in 2022. While there are additional internal costs associated with processing TAC requests, waiving the nominal \$70.00 application fee would not constitute a significant fiscal impact to the Public Works Department.

ATTACHMENTS

None

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



CITY OF SEASIDE STAFF REPORT

Item No.: 9.C.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Carolyn Burke, Assistant Public Works Director

DATE: August 3, 2023

SUBJECT: RECEIVE AND FILE REPORT TO CONSIDER WAIVING FEES FOR PAINTING A RED CURB IF APPROVED BASED ON PUBLIC BENEFIT AND SAFETY AND PROVIDE FURTHER STAFF DIRECTION

RECOMMENDATION

Receive and file report to consider waiving fees for painting a red curb if approved based on public benefit and safety and provide further staff direction.

BACKGROUND

At the July 20, 2023 Seaside City Council meeting, council members unanimously voted to formally discuss and consider at a future City Council meeting the proposal of Mayor Pro Tem Pacheco to refund fees to cover the installation of red curbs when such a request has been approved by City Council based on public benefit and safety. This staff report is prepared by Public Works staff to provide additional information and background for consideration by City Council during their discussion.

Current City practice is that TAC applications for red curb requests are submitted, along with a \$70.00 application fee, for review by Public Works staff. A full review of the TAC application includes a field visit, research of existing files, and further analysis by a certified traffic engineer as necessary for the request. After the TAC application is reviewed, a staff report is prepared for presentation at the next available TAC meeting. Once voted upon by the TAC, a second staff report is prepared for the City Council to ratify the recommendation of the TAC members. If the application is approved by City Council, the applicant is responsible for paying the estimated installation cost prior to City maintenance staff implementing the requested improvement. The cost for Public Works maintenance to install a red curb is \$502.00 per 20-foot segment per the 2023-24 City Fee Schedule.

Waiving the red curb installation fee will require a finding of public benefit and safety by the City Council at the time of approval. The red curb installation fee is required because public staff time and materials are being spent on TAC requests that may only benefit a private party, and waiving the fee would require City Council to make the finding that the red curb is required for general public safety and not to benefit a private individual.

Public Works recommends Council receive and file this report and provide further direction to staff regarding the waiving of future installation fees to paint a red curb if the application is approved by City Council based on public benefit and safety.

FISCAL IMPACT

The number of TAC requests for red curb installation varies annually, with four red curb applications considered in 2022. Installation of red curbs required for public safety falls within the regular duties of Public Works maintenance staff, and with the small number of annual requests, waiving the installation fee would not constitute a significant fiscal impact to the Public Works Department.

ATTACHMENTS

None

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager



CITY OF SEASIDE STAFF REPORT

Item No.: 9.D.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Carolyn Burke, Assistant Public Works Director

DATE: August 3, 2023

**SUBJECT: RECEIVE AND FILE REPORT TO CONSIDER OPTIONS FOR
TRAFFIC MITIGATION ON MONTEREY ROAD AND PROVIDE
FURTHER STAFF DIRECTION**

RECOMMENDATION

Receive and file report and provide further direction to staff regarding exploration of traffic mitigation options on Monterey Road.

BACKGROUND

At the July 20, 2023 Seaside City Council meeting, council members unanimously voted to formally discuss and consider at a future City Council meeting options for traffic mitigation on Monterey Road. This staff report is prepared by Public Works staff to provide additional information and background for consideration by City Council during their discussion.

Councilmember Miller noted in his presentation at the July 20, 2023 Council meeting that residents of the Seaside Highlands development have expressed frustration at the traffic queuing that occurs on Monterey Road at its intersection with Fremont Boulevard intersection in the mornings.

An update to the intersection design has been included as a Regionally Significant Project in the 2022 Monterey County Regional Transportation Plan Project List published by the Transportation Agency of Monterey County (TAMC) upon the request of Seaside Engineering staff to highlight our needs in this location. The general early design concept includes a double roundabout and an underground tunnel for the continuation of the busway corridor and a bike and pedestrian path in the TAMC rail right-of-way. It should be noted that the 2022 Monterey County Regional Transportation Plan has a 20-year planning horizon and the current early design concept may not receive funding in

the near term.

Due to the intersection location, any short-term efforts to ease congestion at the Monterey – Fremont intersection through traffic light timing or installation of additional lanes will require coordination with Caltrans. Preliminary design of these measures would require an analysis prepared by a traffic engineer, which is estimated to cost between \$25,000 and \$50,000 and is not currently included in the Public Works 2023-24 Budget.

With additional time and direction from City Council, Public Works staff can also conduct a more thorough investigation into previous studies, impact assessments, and regional plans that may impact the future operation of the intersection in the near and longer terms.

Public Works recommends Council receive and file this report and provide further direction to staff regarding exploration of traffic mitigation options on Monterey Road.

FISCAL IMPACT

This item seeks to receive further direction from City Council on future staff work, and does not commit funding or staff time. No fiscal impact is anticipated.

ATTACHMENTS

None

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager